INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

08/31/18 09:42:28
Procurement Division

DATE: August 29, 2018

TO: Greg Pease, Chief of Procurement Division

JP 8/30/18 **THRU:** Kenneth E. Lathrop, Chief of Information Technologies / CIO Kenneth E Lathrop

FROM: Thomas Ossi, Technology Contract and Records Manager Thomas Ossi

RE: **P-42-17 Professional Services State of Florida IT Contract – Staff Augmentation – Increase Award Request**

The Information Technologies Division is requesting approval to increase the piggyback award amount for Professional Services State of Florida IT Contract – Staff Augmentation, SOF State Term Contract No. 80101507-SA-15-1.

ITD requests to increase section (iv) the maximum indebtedness to not-to-exceed amount from $200,000.00 to $305,000.00 for each agreement and increase section (v) the maximum indebtedness from $2,500,000.00 to $2,900,000.00 for all agreements authorized by this approval.

ITD recommends approval to increase the award amount due to continued utilization of IT staff augmentation services. The augmented staff continues to provide vital support to ITD daily operations. In addition, other City agencies funded internally within their budgets for IT specific projects and staff augmentation will continue to use this contract.

The period of coverage is effective from March 1, 2017 through February 28, 2019. All other terms and conditions of the approved award are to remain the same.

FUNDING SOURCE: AFIT531CSCS – 03109
AFIT536 - 069509

Your favorable consideration of our request is greatly appreciated.

Attachments: P-42-17 Approved Award
State Term Contract 80101507-SA-15-1

CC: Alexander Ciprian, IT Contract Administrator

PROCUREMENT DIVISION

Jacksonville

Where Florida Begins.

February 16, 2017

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Ref: P-42-17 Professional Services State of Florida IT Contract – Staff Augmentation

The Professional Services Evaluation Committee met today in board Room 851 on the eighth floor of the Ed Ball Building for the purpose of concluding agreement terms and conditions for piggybacking the **State of Florida IT Contract # 80101507-SA-15-1** for the above captioned project.

The following motion/recommendation was **adopted:**

That the City of Jacksonville is authorized to enter into an agreements utilizing State Contract #80101507-SA-15-1 for State of Florida IT Contract – Staff Augmentation Services (Project Area 4) per Purchasing Code 126.309 with one or more of the Contractors identified in Exhibit "B" by: (i) incorporating the attached Contract identified as Exhibit 'A';(ii) incorporating the applicable fee shown in the Contract Fee Sheets set forth http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contract_agreements_and_price_lists/state_term_contracts/information_technology_it_consulting_services/pricing (iii) incorporating Contractors List identified as Exhibit 'B'; (iv) providing a not-to-exceed amount of $200,000.00 for each agreement authorized by this approval purchase order applicable thereto; (v) providing a maximum indebtedness of $2,500,000.00 for all agreements authorized by this approval and (vi) providing a the period of service is from date of execution of the agreement to a date not later than February 28, 2019 to coincide with the State Contract which is currently set to expire February 28, 2019 with no renewal options. All other terms and conditions are per the City's standard contract language. Nothing contained herein shall be amended, modified, or otherwise revised without prior approval from the PSEC and the Mayor.

If the foregoing meets your approval, please affix your signature and return to my office.

Respectfully submitted,

Gregory Pease, Chief
Procurement Division
N.K. Chairman, Professional Services
Evaluation Committee

APPROVED:

Lenny Curry, Mayor

This 16th day of February 2017

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

GP/ab

cc: Council Auditor
Julia Davis, OGC
Melba Gray, CAO Subcommittee Members

INFORMATION TECHNOLOGIES DIVISION

Jacksonville
Where Florida Begins.

February 9, 2017

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth E. Lathrop, Chief of Information Technologies / CIO Kenneth E. Lathrop

FROM: Thomas Ossi, Technology Contract and Records Manager, ITD Thomas Ossi

SUBJECT: PSEC Request for Piggybacking the State of Florida IT Contract for Information Technology Staff Augmentation Service P-48-17

ITD respectfully submits to Procurement for review and the approval to use the IT professional services contract awarded by the State of Florida. This State Contract was competitively procured by the Department of Management Services via RFP 14-80101507-SA-B for Information Technology Staff Augmentation Services. SOF awarded State Term Contract No. 80101507-SA-15-1. The purpose of the RFP was to obtain responses (including pricing) from multiple IT contractors in the following project areas:

Project Area 1 – Analysis and Design
Project Area 2 - Development and Integration
Project Area 3 - Operational and Support
Project Area 4 - Staff Augmentation

The State awarded approximately 242 contractors on the State Contract No. 80101507-SA-15- 1 for IT Staff Augmentation Services. Each contractor has submitted hourly pricing for the various services contemplated for Project Area. The current State Contract 973-561-10-1 is set to expire on February 28, 2017. All terms and conditions contained in the Contract shall continue in full force. Nothing contained herein shall be amended, modified, or revised without prior approval from PSEC and the Mayor.

ITD recommends utilizing the State Contract for staff augmentation services (Project Area 4) only. The hourly rates for these services are divided into approximately 230 variants based on job title and level of experience. For information purposes, attached are the price offerings for the first seven contractors (alphabetically) on the State Contract. The full listing of rates is posted. http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/information_technology_it_consulting_services/pricing.

Once PSEC approval is obtained, the process for selecting a staff augmentation contractor will be the same as previously awarded:

- ITD will (i) specify the job title, total hours required and the educational/experience level needed for each position it needs to fill, and (ii) identify at least 3 contractors from the State Contract list to obtain resumes and prices from.
- The Procurement Division will then obtain resumes and quotes from the contractors identified by ITD. ITD will review the responses and select the contractor that provides the best value to the City based on qualifications and price.
- Once a vendor is selected, ITD will (i) work with the Office of General Counsel to prepare a contract referencing the State Contract and the PSEC award, and (ii) submit the Contract to the contractor and the Mayor's Office for signature.

ITD will not use the State Contract for Project Areas 1, 2 or 3 without first obtaining specific approval from PSEC.

The funding source for staff augmentation is AFIT531CSCS - 03109 and AFIT536 - 069509. In addition, other City Agencies funded internally within their budgets for IT specific projects and staff augmentation will also utilize this contract. The maximum indebtedness remains at not-to-exceed amount of $2,500,000.00. The maximum amount of any purchase order or task order remains at $200,000.00. The State Term Contract No. 80101507-SA-15-1 will be effective March 1, 2017 through February 28, 2019 with no renewal options.

Your favorable consideration of our extension request would be greatly appreciated.

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

Information Technology Staff Augmentation Services

State Term Contract No. 80101507-SA-15-1

Between Florida Department of Management Services
and
SGS Technologie

This Contract is between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and SGS Technologie

(Contractor) with offices at 6817 Southpoint Parkway, Suite 2104, Jacksonville, FL 32216

The Contractor submitted a Responsive Proposal to the Department's Request for Proposal (RFP) 14-80101507-SA-B for Information Technology Staff Augmentation Services. After evaluation of proposals, the Department determined that the Contractor's proposal is among those that are the most advantageous to the State of Florida and has decided to enter into this Contract.

Accordingly, the Department and Contractor agree as follows:

1. **Contract Term**

   The term of this Contract for information technology staff augmentation services will be for two (2) years with no renewals. The Contract Term will begin on March 1, 2017, or the date of the last signature on this Contract, whichever is later.

2. **Contract**

   As used in this document, the term "Contract" (whether or not capitalized) shall, unless the context requires otherwise, be considered to be references to this Contract.

   This Contract together with RFP 14-801201507, incorporated by reference, sets forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

   The following exhibits and attachments are incorporated in their entirety into, and form part of, this Contract:

   a) Exhibit A: Contract Conditions, General and Special
   b) Exhibit B: Resume Self-Certification Form
   c) Exhibit C: Contractor Selection Justification Form
   d) Exhibit D: Contractor Performance Survey
   e) Attachment 1: Contractor's submitted Staffing Resource Management Plan from RFP 14-80101507-SA-B
   f) Attachment 2: Contractor's submitted Pricing Sheets from RFP 14-80101507-SA-B

If a conflict exists among any of the Contract documents, the documents shall have priority in the order listed below:

a) This Contract
b) Special Contract Conditions, Exhibit A, Section 1
c) General Contract Conditions, Exhibit A, PUR 1000
d) RFP 14-80101507-SA-B
e) Contractor's submitted Staffing Resource Management Plan and Pricing Sheets to RFP 14-80101507-SA-B

3. Statement of Work

The Contractor shall provide information technology staff augmentation services.

The Contractor shall possess the professional and technical staff necessary to perform the information technology staff augmentation services required by this contract and the staff shall have sufficient skill and experience to perform the services assigned to them.

All of the information technology staff augmentation services to be furnished by the Contractor under this Contract shall meet the professional standard and quality that prevail among information technology professionals in the same discipline and of similar knowledge and skill engaged in related work throughout Florida under the same or similar circumstances. The Contractor shall provide, at its own expense, training necessary for keeping Contractor staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.

Contractor staff shall render services identified by the Customer and shall be paid on an hourly basis.

The Contractor shall maintain during the term of the Contract all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the information technology staff augmentation services.

4. Minimally Required Deliverables/Tasks

Staff augmentation services, identified by the Customer in a Request for Quote, are diverse and routine services that may require any information technology functions and tasks including but not limited to the following:

- Developer
- Project Manager
- Analyst
- Designer
- Data Administration
- DB Technical Support
- Manager/Supervisor
- Webmaster
- Technical Support
- Section DBA/DBAT
- Component Support
- Maintenance of Production Computer Applications
- Enhancement of Production Computer Applications
- Database support
- Data Administration

- Data Analysis
- Data Mapping
- Enterprise Application Development
- Develop Rapid Technology Solutions
- Develop Disaster Recovery processes
- Technical Writing
- Plan, Organize and Implement technology upgrades
- Development and Actively practice Business Systems Support Standards and Methodology
- Software and Hardware Upgrades and Testing
- Determining User Requirements for Functional Business Computer Applications
- Scheduling Resources and Tasks for Development, Enhancement and Maintenance of Computer Applications
- Designing Computer Systems
- Designing and Creating Prototypes
- Design and create Test Plans
- SharePoint
- Documents design specifications, installation instructions, and other system-related information
- Creates, updates, and reviews documentation as required based on the development methodology utilized
- Performs security analyses and risk assessments as needed
- C#.Net
- ASP.Net
- Microsoft Visual Studio 2010 or later
- Team Foundation Server (TFS)
- ANSI SQL (Oracle, or SQL Server)
- Crystal Reports
- Experience with Object-Relational Mapping (ORM) software
- Web services (WSDL, SOAP or WCF)
- FileNet
- Construction - Programming including one or a combination of the following languages
    - Allfusion:Gen Central Encyclopedia
    - Allfusion:Gen workstation toolset for web server, online and batch procedures
    - Allfusion:Gen Com Proxy service
    - Use of TSO
    - Use of ISPF
    - COBOL
    - FrontPage
    - .NET
    - nHibernate
    - MVS/Visual Source Safe
    - ASP
    - C#
    - C
    - C++
    - Microsoft Office
    - CICS
    - JCL
    - MRE
    - FOCUS
    - WebFOCUS
    - Subversion

- Impact Analysis
- Risk Analysis
- Develop test plans and conduct User Acceptance Testing
- Organize, Plan, and Conduct Joint Application Development (JAD) sessions
- Develop and produce product Presentations
- Develop Media
- Create CBT's
- Conduct GoTo Meetings
- Conduct Teleconferences
- Submit DBA requests
- Debug programs
- Perform analysis, design and construction of Data Models
- Create CRUD Diagrams
- Use a Copier
- Make or answer phone calls
- Use Outlook for email and calendaring
- Schedule Meetings
- Schedule conference calls
- Conduct status meetings

Customers shall use a Request for Quote per section 287.056(2), Florida Statutes as a result of this state term contract. Customer shall order services from the Request for Quote via a purchase order.

In accepting a Purchase Order, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting the accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof.

5. Amendments

No oral modifications to this Contract are permitted. All modifications to this Contract must be in writing and signed by both parties.

Notwithstanding the order listed in section 2, amendments executed after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

This Contract is executed upon signature of authorized officers as of the dates signed below:

State of Florida,
Department of Management Services

Debra Forbess

By: Debra Forbess
Title: Director of Finance and Administration
Date: 1/3/17

SGS Technologie

Mary Rouse

Digitally signed by Mary Rouse
DN: cn=Mary Rouse, o=SGS Technologie, ou=Accounts, email=accountings@sgstechnologies.net, c=US
Date: 2016.11.21 11:17:03 -05'00'

By: Mary Rouse
Title: HR Manaager
Date: 11-17-2016

EXHIBIT A
Contract Conditions

This Exhibit contains the Special Contract Conditions. The General Contract Conditions, Form PUR 1000, are incorporated by reference, and may be downloaded and viewed at: http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf. If a conflict exists between the Special Contract Conditions and the General Contract Conditions, the Special Contract Conditions shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

1 Special Contract Conditions

1.1. Electronic Invoicing (eInvoicing)

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. The contractor may establish electronic invoicing within ninety (90) days of written request to the Department. Electronic invoices shall be submitted to the Customer through the Ariba Network (AN) in one of three mechanisms as listed below. The Contractor will work with the MFMP management team to obtain specific requirements for the eInvoicing.

1.1.1 Commerce eXtensible Markup Language (cXML)

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for electronic invoicing.

1.1.2 Electronic Data Interchange (EDI)

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an EDI environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services.

1.1.3 Purchase Order Flip via Ariba Network (AN)

The online process allows suppliers to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the purchase order into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

1.2 Purchasing Card (P-card) Program

The contractor must accept the Universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa). However, the Purchasing Card is not the exclusive method of payment (e.g., Purchase Order). The method of ordering and payment (e.g., Purchase Order, Purchasing Card) shall be selected by the Customer.

1.3 Compliance with Laws

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. For example, Chapter 287, of Florida Statutes and Rule 60A of the Florida Administrative Code, govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationalization 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 such applicable laws, rules, codes, ordinances and licensing requirements, shall be grounds for Contract termination.

1.4 Liability and Worker's Compensation Insurance

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: workers' compensation and employer's liability insurance per Florida statutory limits (currently $100,000 per accident, $100,000 per person, and $500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of $500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of $500,000, including hired and non-owned liability, and $5,000 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 Florida.

1.5 Detail of Bills

Contractor shall submit bills for fees or other compensation for services or expenses in detail, sufficient enough for a proper pre-audit and post-audit.

1.6 Return of Funds

The contractor will return to the Customer any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Contractor by the Customer. The Contractor shall return any overpayment to the Customer within forty (40) calendar days after either discovery by the Contractor its independent auditor, or notification by the Customer of the overpayment.

1.7 Bills for Travel

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

1.8 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 provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and

(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.**

1.9 Intellectual Property

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department will be owned by the State of Florida through the Department at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the state of Florida. Contractor must inform the Department of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department of State of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

1.10 Preferred Price Affidavit Requirement

The Department will provide the Preferred Pricing Affidavit, incorporated by reference, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the best pricing provision in section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

1.11 Subcontracts

The Contractor is fully responsible for satisfactory completion of all work on this contract. The Contractor shall ensure, and provide assurances to the Department upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Contractor must provide the Customer with the names of any subcontractor considered for work on a purchase order issued under this Contract. The Customer shall retain the right to reject any of Contractor's or

subcontractor's staff whose qualifications or performance, in the Customer's judgment, are insufficient. The Contractor agrees to be responsible for all work performed and all expenses incurred by the subcontractor while performing work under this contract. Any subcontract arrangements must be evidenced by a written document available to the Department upon request.

The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Customer in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor. The Contractor agrees that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the Customer and the Department against such claims. The following provisions apply, in addition to any terms and conditions included in the Customer's purchase order.

The Department supports diversity in its procurements and contracts, and requests that Contractors offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdinfo@dms.myflorida.com for information on certified business enterprises available for subcontracting opportunities.

1.12 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.

1.13 Contractor Certification

If the Contract exceeds $1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

1.14 Diversity Reporting

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small businesses to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor shall report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

1.15 Business Review Meetings
The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

1.16 Ethical Business Practices
The Contractor shall work in partnership with the State to ensure a successful and valuable contract, and ethical practices are required of State employees, Contractors, and all parties representing the Contractor. All work performed under this contract will be subject to review by the Inspector General of the State of Florida, and any findings suggesting unethical business practices may be cause for termination or cancellation.

1.17 Delays and Complaints
Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract, via the established Complaint to Vendor process (PUR 7017 form), may result in default proceedings and cancellation.

1.18 Sales and Use Tax
The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

It is the responsibility of the Contractor to determine how work accomplished under this contract would be subject to a Use Tax as written in the "Sales and Use Tax" Rule 12A-1, Florida Administrative Code. Any questions concerning the Use Tax as it relates to this contract shall be directed to the Taxpayer Assistance Section at the Department of Revenue (DOR) (800) 352-3671, Monday through Friday, 8 a.m. to 7 p.m. (ET). For more information visit the DOR website at http://dor.myflorida.com/dor/businesses.

1.19 Insurance, Loss Deductible
The Customer shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor providing such insurance. Upon request, the Contractor shall furnish the Customer an insurance certificate proving appropriate coverage is in full force and effect.

1.20 Insurance, Subcontractor's Public Liability and Property Damage
The Contractor shall require each of its subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified in this Contract, or, the Contractor may insure the activities of its subcontractors in the Contractor's policy as specified in this Contract.

1.21 Performance and Payment Bonds
The authority and responsibility for requesting performance and payment bonds shall rest with the Customer. Under this Contract, the Customer issuing the purchase order may request a performance and payment bond as deemed necessary by the size of the job. Inability to provide a bond may result in the Contractor being found in default of the purchase order.

1.22 Contract Revisions
Notwithstanding General Contract Conditions section 42 of the PUR 1000 Form, the following types of revisions can be made to the Contract upon written authorization by the Department:

1) Contractor's Information and Contacts
2) Contract Manager
3) Contract Report Forms

Only the above-listed provisions can be made without a formal Contract amendment. General Contract Conditions, section 42 of the PUR 1000, applies to all other modifications to the Contract.

1.23 Financial Consequences

1.23.1 Financial Consequences for Non-performance

Financial consequences shall apply for non-performance of the contract by a Contractor. The State shall apply financial consequences identified below to Purchase Orders or Contracts issued by Customers. In addition:

In the event that a deliverable is deemed unsatisfactory by the Customer, the Contractor shall re-perform the deliverable as needed for submittal of a satisfactory deliverable, at no additional cost to the Customer, within the timeframe established by the Customer.

Continued Contractor inability to perform under the conditions of the contract, via the established Complaint to Vendor process, per Rule 60A-1.006 Florida Administrative Code (PUR 7017 form), may result in default proceedings.

Failure to respond to a Customer request to correct a deficiency in the performance of the Contract may result in termination of the Contract.

1.23.2 Financial Consequences for Failure to Comply with Purchase Order Requirements

In addition to 1.23.1 and any other remedies provided by law, if Contractor fails to comply with the requirements of the Customer's purchase order, Contractor shall pay to the Customer financial consequences for such failures, unless the Customer waives such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor. A financial consequence in the amount of one (1) times the hourly rate(s) of each Contractor employee assigned to the purchase order will be assessed against Contractor for each submittal of an invoice during the period that the Contractor is out of compliance with the purchase order. This amount shall be reflected as a credit on the invoice submitted to the Customer. The Customer at its sole discretion shall determine when the Contractor is failing to comply and the Customer at its sole discretion shall determine when the Contractor has remedied the failure.

These consequences for non-performance are not to be considered penalties and are solely intended to compensate for damages.

1.24 Invoicing

The Contractor shall be paid upon submission of monthly or quarterly invoices to the Customer after delivery and acceptance of services. Invoices shall contain detail sufficient for a proper pre-audit and post-audit thereof and shall contain the purchase order number, state contract number, and the Contractor's Federal Employer Identification Number. The Customer reserves the right to request additional documentation.

The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

1.25 Cooperation with the Inspector General

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the 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/), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

1.26 Contractor Employee Conduct

The Contractor's employees shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Customer's personnel policy and procedure guidelines, particularly rules of conduct, security procedures, and any other applicable rules, regulations, policies and procedures of the Customer.

The Contractor shall ensure that the Contractor's employees wear attire suitable for the position, either a standard uniform or business casual dress.

The Contractor's employees may be subject to searches of their person or searches of equipment and/or products at any time.

1.27 Contractor Security Clearance

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

1.28 Confidentiality and Safeguarding Information

The Contractor or Contractor's employees may have access to confidential information. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

The Contractor must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Contract.

Except as necessary to fulfill the terms of this Contract and with the permission of the Customer, Contractor and Contractor's employees shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Customer.

Contractor and Contractor's employees agree not to use or disclose any information concerning a recipient of services under the State or the Customer for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

If Contractor or Contractor's employees have access to confidential information in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable Customer Information Technology Security procedures and policies. Contractor (including its employees, subcontractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of contract.

Contractor shall notify the Department and the Customer in writing of any disclosure of unsecured confidential information by Contractor, its employees, agents or representatives which are not in compliance with the terms of the Contract (of which it becomes aware). The Contractor also shall report to the Department and the Customer any Security Incidents of which it becomes aware, including those incidents reported to the Contractor by its sub-contractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Customer information in Contractor's possession or electronic interference with Customer operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to the Department and the Customer not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with section 501.171, F.S. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, but only after receipt of the Department's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Contractor is not a breach, provided the information is not used for a purpose unrelated to Contractor's obligations under this Contract or is not subject to further unauthorized use.

1.29 Request for Quotes

1.29.1 Customers needing staff augmentation services will create a Request for Quote (RFQ) eQuote event in MyFloridaMarketPlace Sourcing, each time they desire to solicit staff augmentation services. The Customer shall issue a detailed RFQ that includes a term, service levels, educational qualifications and experience needed.

1.29.2 The Customer shall select at least three (3) awarded Contractors for the RFQ event. MyFloridaMarketPlace Sourcing will automatically add an additional five (5) randomly selected awarded Contractors to the RFQ event. All eight (8) awarded Contractors sent the RFQ will receive an alert of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab.

1.29.3 The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to s. 287.056(3), F.S., RFQs performed within the scope of this Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of s. 120.57(3), F.S.

1.29.4 All Customers who utilize MyFloridaMarketPlace system must use the Sourcing application for creating RFQ's on this contract. Customers who do not utilize MyFloridaMarketPlace will create an RFQ document each time they desire to solicit staff augmentation services and shall send the RFQ document electronically via email to at least (8) awarded Contractors.

1.30 Resume Self-Certification Form
When submitting a response to an RFQ the Contractor shall submit with its response a signed Resume Self-Certification Form (Exhibit B) to the Customer for each candidate included in the RFQ response.

1.31 Purchase Orders
A Customer shall order services via a purchase order. Purchase orders shall establish direct labor hours at specified fixed hourly rate not to exceed those in the awarded Contract.

When creating purchase orders for this Contract the Customer shall attach to the purchase order a completed signed Contractor Selection Justification Form (Exhibit C) for each candidate included in the purchase order.

Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms shall not conflict with the terms and conditions established by this Contract (and any such conflicting terms shall be resolved in favor of terms most favorable to the Customer, as determined by the Department). Purchase order-specific terms and conditions are only applicable to that specific purchase order and shall not be construed as an amendment to this Contract.

1.32 Quarterly Contractor Performance Reporting
Customers shall complete a Contractor Performance Survey (Exhibit D) for each Contractor on a Quarterly basis. Customers will submit the completed Contractor Performance Survey(s) by email to the Department Contract Manager no later than the due date indicated in Section 1.35.

The completed Contractor Performance Survey(s) will be used by the Department as a performance-reporting tool to measure the performance of Contractors. The Department reserves the right to modify the Contractor Performance Survey and introduce additional performance-reporting tools as they are developed, including online tools (e.g. tools within MyFloridaMarketPlace or on the Department's website).

1.33 Transaction Fee/Monthly Transaction Fee Report
All payments issued by Agencies or Eligible Users to registered Vendors for purchases of commodities or contractual services shall be assessed Transaction Fees per 287.057(22), Florida Statutes.

The Contractor is required to submit monthly Transaction Fee Reports electronically through MFMP VIP. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Contractor in default and subject the Contractor to exclusion from business with the State of Florida.

For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online through MFMP U on the MyFloridaMarketPlace website (located at http://dms.myflorida.com/mfmp). Assistance is also available from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM, Eastern Time.

1.34 Quarterly Sales Reports
Each Contractor shall submit a sales report by job title and scope variants to the Department on a Quarterly basis.

Contract Sales Reports must include the Contractor's name, the dates of Quarter covered, each Customer's name, services provided, and the amount paid by the Customer.

Initiation and submission of the Contract Sales Reports are to be the responsibility of the Contractor. The Contractor will submit the completed Sales Report forms by email to the Department Contract Manager no later than the due date indicated in Section 1.35. Submission of these reports is considered a material requirement of this Contract and the Contractor.

Failure to provide quarterly sales reports, including those indicating no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) is considered as Non-Performance by the Contractor.

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

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

1.35 Quarterly Reporting Timeframes
Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

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

1.36 Indemnity
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, Customer, the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

Further, the Contractor shall fully indemnify, defend, and hold harmless the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right.

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Exhibit B
Resume Self-Certification Form

Contractor candidates shall complete this Resume Self-Certification Form. Completed Resume Self-Certification Forms shall be submitted within the Contractor's response to Customer's RFQ's, see Section 1.29 of the Contract.

"I the undersigned do hereby certify, under the penalty of perjury, that information in my resume submitted for consideration of the State of Florida contract position is true, correct, complete, and made in good faith to the best of my knowledge and belief. If an omission, falsification, misstatement, or misrepresentation has been made regarding my education, work ability, experience, employment history, and/or fitness for employment as a contractor, I may be disqualified as a contractor, and the matter will be reported to appropriate agency or law enforcement personnel. I understand that there are civil and/or criminal penalties for misrepresenting pertinent information in connection with contract positions, including, but not limited to, penalties available under Florida Statutes 287.133 or 817.566. I further understand that if I am not a United States citizen, violation cases may be reported to the US Department of Homeland Security for potential deportation."

"In addition, I the undersigned do hereby consent to the release of my information by employers, educational institutions, law enforcement agencies, and other individuals and organizations to investigators and other authorized agents of Florida for verification and investigation purposes. I understand that any documents submitted to procure a contract(s) with the State of Florida, including resumes, are public records."

_____
Print Full Legal Name of Candidate

_____ _____
Candidate's Signature Date

_____ _____
Candidate's Form of Identification Presented Identification number

_____ _____ _____ _____
Contractor's Witness Signature One Date Contractor's Witness Signature Two Date

_____ _____
Print Name Contractor's Witness One Print Name Contractor's Witness Two

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Exhibit C
Contractor Selection Justification Form

Customers shall complete this Contractor Selection Justification Form for each candidate and attach all completed forms to the purchase order.

Date: _____

Contractor's Name: _____

Contractor's Contact Information:
Address: _____
_____
_____
Phone: _____
Email: _____

Candidate's Name: _____

Date Candidate will be available: _____

Hourly rate of candidate: $_____

Position candidate recommended for: _____

Justification for selection of candidate:

_____
_____
_____
_____
_____
_____
_____
_____
_____

Agency: _____ Division/Section/Unit: _____

Printed Name: _____ Title: _____

Signature _____ Date: _____

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Exhibit D
Contractor Performance Survey

Customers shall complete this Contractor Performance Survey for each Contractor on a Quarterly basis. Customers will submit the completed Contractor Performance Survey(s) by email to the Department Contract Manager no later than the due date indicated in Section 1.35 of Contract Number 80101507-SA-15-1.

Contractor's Name: _____ Quarter: _____

Purchase Order (PO) Number: _____ PO Total $ Amount: _____

PO Starting Date _____ Ending Date _____

Please review the attached Rating Definitions and provide your opinion by rating the following:

Quality of Service

1. Effectiveness performing tasks 3 ❒ 2 ❒ 1 ❒
2. Quality & completeness of work 3 ❒ 2 ❒ 1 ❒

Cost Control

3. Accurately estimated and controlled costs to complete work 3 ❒ 2 ❒ 1 ❒
4. Submitted, timely, accurate & complete invoices 3 ❒ 2 ❒ 1 ❒

Timeliness of Performance

5. Adherence to delivery schedule (major tasks, milestones) 3 ❒ 2 ❒ 1 ❒
6. Timely, current & complete reporting, tracking & documentation 3 ❒ 2 ❒ 1 ❒

Business Relations

7. Effectively communicated with Agency management & staff 3 ❒ 2 ❒ 1 ❒
8. Contractor staff was professional, cooperative & flexible 3 ❒ 2 ❒ 1 ❒

Customer Satisfaction

9. Overall Satisfaction with Contractor 3 ❒ 2 ❒ 1 ❒

Comments: (Please use additional page if necessary.)

_____

_____

Agency: _____ Division/Section/Unit: _____

Rater's Printed Name: _____ Title: _____

Rater's Signature _____ Date: _____

Phone Number: _____ Email Address: _____

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Exhibit F

Contractor Performance Survey
Rating Definitions

Excellent (3)

- There are no quality problems.
- There are no cost issues.
- There are no delays.
- Responses to inquiries, technical, service, and administrative issues are effective and responsive.

Acceptable (2)

- Non-conformances do not impact achievement of contract requirements.
- Cost issues do not impact achievement of contract requirements.
- Delays do not impact achievement of contract requirements.
- Response to inquiries, technical, service, and administrative issues is usually effective and responsive.

Poor (1)

- Non-conformances are compromising the achievement of contract requirements.
- Cost issues are compromising the performance of contract requirements.
- Delays are compromising the achievement of contract requirements.
- Response to inquiries, technical, service, and administrative issues is not effective and responsive.

Scoring: Ratings will be averaged together and then rounded to achieve the Overall Contractor Performance Rating.