

9907-02

**AGREEMENT
UTILIZING STATE OF FLORIDA CONTRACT
FOR IT TEMPORARY STAFFING SERVICES
WITH AR INTERNATIONAL ENTERPRISES, INC.**

THIS AGREEMENT, entered into in duplicate as of June 13, 2014 (the "Effective Date"), by and between the **City of Jacksonville**, a municipal corporation existing under the laws of the State of Florida, ("**CITY**") and **AR International Enterprises, Inc.** ("**COMPANY**"), for the purchase of Temporary Staffing Services for the information technology position described on Exhibit A hereto (the "Services").

WHEREAS, on September 15, 2009, the State of Florida entered into Contract #973-561-10-1 (the "State Contract") for the provision of the Services; and

WHEREAS, the State Contract (i) is in full force and effect, (ii) was competitively procured and awarded according to Florida law, and (iii) is broad enough to include the Services; and

WHEREAS, the Jacksonville Procurement Code allows CITY to use the State Contract; and

WHEREAS, it is in the parties' best interest to use the State Contract for the Services and to add those provisions CITY is required to use by ordinance or policy;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein, and for other good and valuable consideration, the parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and are incorporated herein.
2. **Engagement of COMPANY.** CITY hereby engages COMPANY and COMPANY hereby accepts said engagement for the purpose of selling to CITY the Services according to the provisions of this Agreement and the State Contract which is incorporated herein by reference. Any conflict between the provisions of this Agreement and those in the State Contract shall be resolved in favor of this Agreement, but only to the extent of any conflict.
3. **Coordination with CITY.** CITY shall designate a Project Coordinator who will coordinate with COMPANY on behalf of CITY and administer this Agreement according to the terms and conditions contained herein. It shall be the responsibility of COMPANY to coordinate all activities related to the Services with the designated Project Coordinator.
4. **Payments for Services.** CITY will compensate COMPANY for the Services in accordance with purchase orders issued and used by the City of Jacksonville Procurement Division; provided however, invoices shall be sent to the authorized City representative as specified in said purchase order or other subsequent written instrument signed by the City's Project Coordinator. **The hourly rate for the Services shall be \$82.00 per hour.**
5. **Term of Agreement.** This Agreement shall begin on the Effective Date and continue until the earlier of (i) the date the State Contract actually expires, or (ii) August 30, 2015.

6. **Maximum Indebtedness.** The maximum indebtedness of CITY for all fees, reimbursable items or other costs, services and for the Services sold by COMPANY pursuant to this Agreement shall not exceed the sum of FORTY-NINE THOUSAND TWO HUNDRED DOLLARS (\$49,200.00).

7. **Notices.** Notice to CITY under this Agreement shall be deemed delivered if sent by certified mail, return receipt requested, or by other delivery with receipt to:

Tom Ossi
Certified Contracts and License Manager
City of Jacksonville Information Technologies Division
214 N. Hogan Street, 9th Floor
Jacksonville, FL 32202
904.255.8080
tosi@coj.net

8. **Laws, Ordinances, Rules and Regulations.** As required by Section 126.108(b), Ordinance Code: In any sale or performance hereunder, COMPANY must comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Sunshine Law), as they apply to the purchase contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, COMPANY must ensure that the provisions of this Section shall be incorporated into and become a part of the subcontract.

9. **Conflict of Interest.** The parties will follow the provisions of Section 126.110, Ordinance Code with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with CITY, to the extent the parties are aware of the same.

10. **Subcontractors.** Subcontractors may perform services under this Agreement upon written approval by CITY. In such an event, COMPANY shall remain responsible for the services delivered by the approved subcontractors. No subcontract for performance of the Services shall in any way relieve COMPANY of any such responsibility. Payment for Services will be made by CITY directly to COMPANY, and all payments to subcontractors shall be made promptly by COMPANY.

11. **Non Discrimination.** As required by Section 126.404, Ordinance Code: COMPANY represents that it has adopted and will maintain a policy of non discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. COMPANY agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Jacksonville Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided however, that COMPANY shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first

above written. COMPANY agrees that, if any of the services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

12. Counterparts. The parties agree that for the execution of this agreement, time is of the essence. Therefore, this Agreement, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile transmission of all signatures with originals to follow shall constitute and be evidence of an executed Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

City of Jacksonville

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

By: James R. McCain
James R. McCain
Corporation Secretary



By: Karen Bowling
Alvin Brown
Mayor

In compliance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid from the following account:

By: C. Ronald Belts
Director of Finance
9907-02
B

Form Approved:
By: Tim H.
Office of General Counsel

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

WITNESS:

AR International Enterprises, Inc.

By: Michelle Cochincero

By: Gregg Todalsky

Print Name: Michelle Cochincero

Print Name: GREGG TODALSKY

Title: PRESIDENT

Exhibit A SENIOR IT PROJECT MANAGER

Scope of Work

- Defines and manages IT Project deliverables, dependencies, and critical path items and ensures that projects are executed according to approved schedule, scope and budget.
- Develops and tracks to detailed project plans including schedules, technical and business requirements, cost estimates, resource plans, communication plans, risk mitigation plans, and issue resolution plans.
- Negotiates and communicates project deliverables, scope and expectations, and progress to the business sponsors, Information Technology Executive Committee, and IT senior leadership.
- Meets financial objectives by forecasting and estimating project work efforts, preparing Cost Benefit Analyses (CBA) and projecting Return on Investment (ROI), analyzing variances and initiating corrective actions; and managing assigned projects through the annual ITD Plan and Budget process.
- Provide ongoing contact with clients to ensure satisfaction with assigned resources and project progress.
- Adhere to the internal ITD PMO policies, processes and standard operating procedures.
- Performs other duties as assigned.

Goals

- Implement a vendor solution that could be used by the City departments for their General Ledger, Cost Allocation, Asset Management, Procurement, Grant Accounting, Project Accounting, Accounts Payable, Budget Development, Cash Management, Accounts Receivable, Inventory, General / Technical.
- Provide a centralized database system that will enable City departments to share and view required data.
- Allow for a newer, more robust, technological solution to reduce the risk and cost of maintaining several systems built in-house that are now outdated technology.

Deliverables

- Implement a hosted web and mobile solution provided by an established vendor whose system can provide an integrated enterprise resource planning solution.
- Have vendor convert existing data and provide implementation and training to COJ employees.
- Have vendor provide regularly scheduled system upgrades through an annual maintenance agreement.

Benchmarks

- Scope
- Cost
- Schedule
- Risks
- Milestones

Job Specifications

- The IT Senior Project Manager (SPM) of the PMO functions as the over-arching person responsible for the direction, coordination, implementation, execution, control and completion of approved IT projects for the City of Jacksonville.
- The SPM insures that all project requests are documented and accurately presented to the Information Technology Executive Committee (ITEC) to evaluate and prioritize.
- The SPM is responsible for professional communication with customers, stakeholders, product and operations managers as well as senior and executive level management.
- As a critical resource, the Senior Project Manager is responsible for driving all aspects of multiple, cross-functional projects.
- For each project, the SPM must build a cohesive project team, clarify the goals of each project, and keep all team members focused on the business objectives in order to drive success.
- The SPM is responsible for the management of one or more medium to large-sized, moderately to highly complex projects and may manage one or more ITD Customer Project Portfolios.
- The SPM has input to the ongoing financial elements including regular financial tracking and reporting to leadership, advising on procurement strategies to minimize expenditures, guarantee optimal pricing, and confirm accurate invoicing.

PROCUREMENT DIVISION



October 17, 2013

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

Dear Mayor Brown:

Ref: P-07-14 Professional Services State of Florida IT Contract – Staff Augmentation
ITD

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 #973-561-10-1 for the above-captioned project.

The following motion and/or recommendation was adopted:

That the City of Jacksonville enter into an agreement utilizing State Contract #973-561-10-1 for State of Florida IT Contract – Staff Augmentation Services (Project Area 4) per Purchasing Code 126.309 by: (i) incorporating the attached Contract Identified as Exhibit 'A'; (ii) incorporating the Contract Fee Sheets set forth at: 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; (iii) incorporating Contractors list identified as Exhibit 'B'; (iv) providing a not-to-exceed amount of \$200,000.00 for each purchase order applicable thereto; (v) providing a maximum indebtedness of \$2,500,000.00 and (vi) providing a period of service from date of execution of the agreement to August 31, 2014, to coincide with the State of Florida IT Contract #973-561-10-1 which is currently set to expire August 31, 2014; with one (1) one-year renewal option remaining at terms mutually agreeable. 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
Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Alvin Brown
Alvin Brown, Mayor

This 24th day of October 2013

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

GP
cc: Council Auditor
Cathy Brooks, CMAA
Barbara Turner, CMAA
Suzanne-Reg Martin

INTRA-GOVERNMENTAL SERVICES DEPARTMENT

214 N. Hogan Street, Suite 800 Jacksonville, FL 32202 Phone: 904.255.6800 Fax: 904.255.6837 www.caj.net

INFORMATION TECHNOLOGIES DIVISION



October 11, 2013

TO: Greg Pease, Chief of Procurement Division
FROM: Usha Mohan, Division Chief/CIO
SUBJECT: PSEC Memorandum – Request for Professional Services Using State of Florida IT Contract

P-07-14
10/14/13 15:01:20
10 DIVISION

ITD respectfully submits to Procurement for review and the approval to use an existing IT professional services contract awarded by the State of Florida. This State Contract was competitively procured by the Department of Management Services in late 2009 under RFP No. 2-973-561-K. 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 Support
- Project Area 4 - Staff Augmentation

The State currently has 282 contractors on the State Contract No. 973-561-10-1 for IT Consulting Services. Each contractor has submitted hourly pricing for the various services contemplated for Project Area. The State Contract is currently set to expire on August 31, 2014, although the State has one remaining (1) year renewal option.

ITD recommends creating a master contract award to utilize the State Contract for purchasing up to \$1.5 million in 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 at 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.

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

- 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. (Note: The State Contract does not require users to solicit quotes for Staff Augmentation services because the contractors have already been pre-qualified and submitted their pricing. However, ITD believes that a request for quotes process will yield better rates and services.)
- 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 OPIT531CS - 03109 in the amount of \$200,000.00 and OPIT536 - 069509 in the amount of \$1,300,000.00.

In addition, other City Agencies who were funded internally within their budgets for IT specific projects and staff augmentation will also utilize this contract and we anticipate a total maximum indebtedness of \$2,500,000.00 for this award. Your favorable consideration of our request would be greatly appreciated.