

**PUBLIC NOTICE
PSEC AGENDA
PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING**

Thursday, December 14, 2023, 10:00 a.m.
Eighth Floor, Conference Room 851
Ed Ball Building, 214 N. Hogan Street
Jacksonville, FL 32202

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The Chief of the Procurement Division offers the following items for the PSEC Agenda. The posting of this agenda serves as an official notice of the city's intended decision for all recommended actions above the formal threshold. Please refer to 126.106 (e) if you wish to protest any of these items.

Committee Members: Robert Waremburg, Chairman
Brennan Merrell, Treasury
James McCain, Jr., OGC

<i>Subcommittee Members</i>	ITEM #	BID/RFP #	TITLE & ACTION	MOTION	CONTRACT EXP	OUTCOME
Karen Bowling Brittany Norris	1	P-35-23	Fee & Contract Negotiations State Lobbyist Office of the Mayor	That the City of Jacksonville enter into a Contract with The Florentino Group as State Lobbyist by incorporating the attached Scope of Services identified as Exhibit 'A' and Contract Fee Schedule identified as Exhibit 'B'; provide a not-to-exceed maximum indebtedness amount of \$150,000.00 and provide a period of service from execution of the contract to December 15, 2024, with four (4) one-year renewals available at terms mutually agreeable. All other terms and conditions are per the Request for Proposal and the City's standard contract language.		
John Sawyer Michael Fackler	2	P-36-23	Subcommittee Report Compensation Review/Analysis Consultant Office of General Counsel	It is the consensus of the committee that of the three(3) proposals received in response to the Request for Proposals, all were found to be responsive, interested, qualified and available to provide the required services. The ranking of first, second and third designates the order of qualification of these firms to perform the required services and alphabetically they are: 3) Cody & Associates 2) Dynamic Corporate Solutions, Inc. 1) Gallagher Benefit Services, Inc. We recommend the above list is forwarded to the Mayor for final selection so that fee and contract negotiations may begin with Gallagher Benefit Services, Inc., the number one(1) ranked firm.		
Saralyn Grass Tyrica Young	3	P-41-21	Contract Amendment No. 1 Mentoring and Training Services for Providers Kids Hope Alliance (KHA)	That Contract No. 71916-22 between Kids Hope Alliance (KHA) and Children's Forum, Inc., for the provision of Mentoring and Training Services for Providers be amended to ratify the contract from August 1, 2023, to date of award and extend the period of services to July 31, 2024, with one (1) renewal option remaining at terms mutually agreeable; and increase the maximum indebtedness by \$80,000.00 to a new not-to-exceed maximum of \$160,000.00. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.	07/31/23	
Tom Ossi Elizabeth Brown	4	P-53-23 P8N6	Permission to Piggyback State of Florida IT Contract Staff Augmentation ITD	That the City of Jacksonville is authorized to enter into an agreement utilizing State Contract No. 80101507-23-STC-ITSA for IT Staff Augmentation Services per Purchasing Code 126.309 by incorporating the attached contract identified as Exhibit 'A' with one or more of the Contractors identified in Exhibit 'B'; providing a not-to-exceed maximum indebtedness to the City in the amount of \$1,500,000.00; and providing a period of service from execution of the agreement through September 30, 2027. All other terms and conditions are per the City's standard contract language.		

<p>Robin Smith John Baxter</p>	<p>5</p>	<p>P-31-23</p>	<p>Subcommittee Report Engineering Design Services for Mayport Dock Redevelopment – Phase 2 Department of Public Works/Engineering & Construction Management Division</p>	<p>It is the consensus of the committee that of the five (5) proposals received in response to the Request for Proposals, all were found to be responsive, interested, qualified and available to provide the required services. The ranking of first, second and third designates the order of qualification of these firms to perform the required services and alphabetically they are: 2) Baker Consulting & Engineering, LLC 3) HDX Engineering, Inc. 1) Taylor Engineering, Inc. We recommend the above list is forwarded to the Mayor for final selection so that fee and contract negotiations may begin with Taylor Engineering, Inc., the number one(1) ranked firm. That Contract No. 70224-23, originally executed February 23, 2023, between the City of Jacksonville and England-Thims & Miller, Inc., for NPDES Engineering and Permit Administration Services be amended to incorporate the attached Scope of Services identified as Exhibit 'C' and Contract Fee Summary identified as Exhibit 'D'; increase the lump-sum amount for NPDES Engineering and Permit Administration Services by \$741,637.04, to a new limit of \$1,583,777.32, to increase the not-to-exceed limits for: PWD Special Project Requests by \$23,500.00 to a new limit of \$48,500.00; EOD Special Project Requests by \$23,500.00 to a new limit of \$48,500.00 and IM&LM Division Special Project Requests by \$30,000.00 to a new limit of \$60,000.00 and to add a new not-to-exceed category for application Platform Fees; other direct costs and shipping in the amount of \$128,000.00; thereby increasing the maximum indebtedness to the city by \$946,637.04 to a new maximum indebtedness of 1,868,777.32; with all other terms and conditions of the agreement remaining unchanged.</p>
<p>Melissa Long Nikita Reed</p>	<p>6</p>	<p>P-03-22</p>	<p>Contract Amendment No. 1 NPDES Engineering and Permit Administration Services Department of Public Works/Engineering & Construction Management Division</p>	<p>02/23/25</p>
<p>Robin Smith Tom McKnight</p>	<p>7</p>	<p>P-47-23</p>	<p>Introduce & Review Scope Construction Engineering & Inspection Services for Belfort Road Improvements from AC Skinner Parkway to Gate Parkway Department of Public Works/Engineering & Construction Management Division</p>	<p>That the committee approve the Scope of Services/Request for Proposal as presented with such minor changes thereto as may be approved by the Chief Procurement Officer and Office of General Counsel appropriate to clarify the intent of the using agency and to ensure compliance with the City's ordinances, Procurement policies and applicable federal and state laws.</p>

Meeting Adjourned:

"The next P&EC meeting is scheduled to be held on Thursday, January 11, 2024."



"HAPPY HOLIDAYS"

MEMORANDUM

**TO: Dustin Freeman, Chief Of Procurement
Procurement Division**

FROM: Karen Bowling, Chief Administrative Officer 
Office of the Mayor

**Brittany Norris, Director of Intergovernmental Affairs
Office of the Mayor**

RE: P-35-23 State Lobbyist

DATE: December 7, 2023

The Office of the Mayor has negotiated with the number one ranked consultant that submitted a proposal and was selected to provide **State Lobbyist Consultant Services** resulting in the attached Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with The Fiorentino Group, to act as State Lobbyist incorporating the attached Scope of Services identified as Exhibit A and Contract Fee Schedule identified as Exhibit B. The period of services will be from execution of the contract through December 15, 2024, with four (4) one-year renewal options remaining at terms mutually agreeable; The maximum indebtedness is a not-to-exceed amount of \$ 150,000. All other terms and conditions are per the City's standard contract language and as provided in the Request for Proposal.

Attachments: Exhibits A & B

cc: Alex Baker, PSEC Specialist

Section 4
Description of Services and Deliverables

4.1 Background

The City of Jacksonville, Florida operates as a strong mayor consolidated city/county government. The boundaries of the City are coterminous with the boundaries of Duval County and include four independent municipalities. The Mayor is the Chief Executive Officer and is responsible for the administration of city departments and all intergovernmental relationships.

The legislative branch, the City Council, is composed of nineteen members, fourteen of whom are elected by district and five elected at-large. Together the city government serves almost one million residents.

Each year, the Mayor's Office establishes goals and objectives to be accomplished in coordination and liaison with the City Council, Independent Authorities, Florida Legislature, The Governor, Cabinet, State Executive branch Agencies, and Federal Congressional Agencies.

4.2 Scope of Services

The City of Jacksonville is seeking proposals from government relations firms to provide state government relations for overall lobbyist services to The Florida House of Representatives and The Florida Senate as generally described in section 1.2 along with the Executive branch. The selected lobbyist will work to protect and promote the interests of the City of Jacksonville. They will be expected to demonstrate an in depth knowledge of the branches of state government and demonstrate a proven ability to work with each achieve the goals of this consolidated government. In addition, they must be familiar with the wide range of projects and activities of the City and advise the City of pending action by the state government that would have a material impact on those projects and activities.

The successful proposer will, in accordance with the highest legal, ethical and professional standards, provide at the direction of the designated City officials, state government relations lobbying services including but not limited to the following services (hereinafter referred to as the "Services"):

- Provide guidance and insight and guidance on the City's annual state legislative agenda in accordance with City priorities, along with development an advocacy strategy before all appropriate state government branches, agencies, and commissions.
- Influence or attempt to influence legislative actions through communicating the desire of the City and the Mayor's Office.
- Arrange and meet with key decision makers in the legislative process to convey the positions of the City and the Mayor's Office
- All key policy decisions must be communicated and authorized by the Director of Intergovernmental Affairs, Office of the Mayor.
- Provide representation on issues that arise with other entities.
- Establish and maintain working relationships with Executive and Legislative Leadership, Members of the House and Senate and other lobbyists to achieve passage or defeat of legislation as directed by the City and the Mayor's Office.
- Continuously identify, track, and respond to all existing and proposed policies, programs, and legislation that might impact the City and/or related agencies.
- Provide assistance in establishing strategy, obtaining sponsors and co-sponsors in each house for matters of importance for the City.
- Monitor current state legislation budget process and report to the City both orally and in writing, any legislative events that may directly or indirectly impact the City.
- Secure state monies from various agencies to assist the City in achieving its annual list of goals, priorities, and specific projects.

- Monitor, analyze, and track authorizations and appropriation bills and recommend the appropriate strategy.
- Identify projects with potential funding based on the needs and priorities of the City.
- Represent the City before appropriations committees as required.
- Focus on state influenced legislation that may have a direct or indirect impact on the City's infrastructure and/or affects the ability of the City to carry out essential functions to the citizens of Jacksonville.
- Identify, influence and secure opportunities to enhance and improve the city's infrastructure.
- Monitor various state agency actions for potential impact on the City of Jacksonville and in the event, action is needed, advise the City.
- The Contractor will be expected to be familiar with and able to obtain state funding assistance for high priority projects in the City's state legislative agenda.

To the extent the Contractor anticipates the utilization of sub-Contractors to perform any of the scopes of work contemplated hereunder. Including but not limited to the listed above; the Contractor is expected to identify in detail such sub-Contractor, as well as the scope(s) of work anticipated to be performed by the same.

The Contractor may represent the City before the State with regard to promotion of the City of Jacksonville's state legislative agenda.

The Contractor may represent the City before the State with regard to policies, legislative proposals and regulations that will impact Jacksonville and have been identified as priority issues by the City.

The Contractor may assist in securing permits and approvals that might be required from time to time from the state government or any of its agencies.

The Contractor may attend meetings requested to share progress on the City's legislative agenda.

In performance of these duties described herein, the Contractor will produce monthly status reports due on the first of each month the contract is in effect. The Contractor will also complete at least biweekly calls to the City of fact-to-face meetings at dates and times that are mutually agreeable to discuss strategy and the status of activities.

 (End of Section 4)

**JSEB FORM 1
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
SCHEDULE OF JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTOR**

NAME: The Fiorentino Group

BIDDER

PROJECT TITLE: "State Lobbyist"

BID NUMBER: P-35-23
AMOUNT: \$60,000 annually.

TOTAL BASE BID

For the purpose of the JSEB Project goals, all bids requiring CCNA will confirm the requirement on Form 1. However, the amount of the scope of service to be performed by the JSEB is not required until the agency has negotiated cost w/the selected firm.

Prior to the selected firm going before the PSEC committee for approval of the negotiated scope and fee package, the firm must list the JSEB vendor(s) and the amount for the scope of service to be performed by the JSEB(s).

*Please list all JSEB Suppliers

NAME OF SUB FIRM	JSEB (Y/N)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE
None	N	Lobbying	\$60,000 annually
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2004-602, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

The designation of this project is: Encouragement: Participation _____ Set Aside _____

Signature: *J. Martin Fiorentino* Title: President Date: _____
Signature of Prime Contractor

Exhibit 'B'

MEMORANDUM

TO: Dustin Freeman, Chief Of Procurement

FROM: John Sawyer, Chief, Government Operations Department
Office of General Counsel

Michael Fackler, Acting General Counsel
Office of General Counsel

RE: P-36-23 Compensation Review/Analysis Consultant

DATE: December 2, 2023

The Office of General Counsel received three (3) proposals for the **Compensation Review Analysis Consultant** and found all to be responsive, interested, qualified and available to provide the services required by the Request for Proposal (RFP).

The proposals were evaluated using the selection criteria outlined in the Purchasing Code as augmented by the RFP.

Based on the above, the following companies listed alphabetically and ranked were determined to be qualified and available to perform the required services and they are:

- 3) Cody & Associates
- 2) Dynamic Corporate Solutions, Inc.
- 1) Gallagher Benefit Services, Inc.

Please advise us when this item is placed on your agenda so we may be present. After a full committee review we request that this item is sent to the Mayor for final decision

Attachment(s): Scoring Matrix



MEMORANDUM

TO: Dustin Freeman, Chief of Procurement

FROM: Saralyn Grass, Chief Executive Officer
Kids Hope Alliance (KHA)

CC: Kenneth Darity, Chief Administrative Officer

SUBJECT: Request to amend Contract # 71916-22 (BID # P-41-21) Children's Forum, Inc.,
Mentoring and Training Services -- \$80,000.00

DATE: November 20, 2023

Kids Hope Alliance, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("KHA") respectfully requests the following:

1. Request to ratify the period of service from August 1, 2023 through date of executed contract amendment.
2. Request to utilize the 1st of two (2) renewal options for Contract # 71916-22, Amendment 1, (BID # P-41-21) Children's Forum, Inc. for Mentoring and Training Services for Emerging Small Providers through workshops and in-person mentoring sessions to help them build their organization's capacity in order to become successful partners with KHA in the future. The period of service is from date of the executed contract amendment through July 31, 2024, with an increase to the maximum indebtedness by \$80,000.00. The revised total expenditure amount not to exceed is \$160,000.00.

Upon approval of this request a contract amendment will be executed by the City of Jacksonville Office of General Counsel.

KHA anticipates funding as follows:

ID	Account Name	Fund	Center	Account	Project	Activity	Interfund	Future
66	KHA Trust Fund-Mini Grants	10904	181314	582001	000000	00001619	00000	0000000

Total Funding **\$80,000.00**

Attachment(s): Budget by Deliverables

For additional information, please contact Kenneth Darity at (904) 255-4422 or KDarity@coj.net.

Cc: Renatta Barnett, Buyer
 Jessica Pitts, Director Finance
 Joyce Watson, Director, Administration, Contracts, and Purchasing

Scope of Services Item	Deliverables	Description	Activities	Timeline	Budget/Price
Training: Live Webinars	Training Schedule; Attendance Roster; Satisfaction Survey	Virtual trainings will be provided on a series of topics throughout the year. Training topics will be determined by the needs assessment completed at the start of the program year. Eight (8) training sessions will be offered per year. The cost for each training includes the development of the training content and the delivery of the training. Topics may include: -Deliverables and Reporting -Understanding Government Funding -Organizational Capacity: Bylaws and Managing a Non-profit Board -Grant Writing 101 -Contract Amendments and Deliverables -Marketing and Social Media Outreach 8 training sessions x \$1,000 per session = \$8,000	Agenda; Satisfaction Survey	Ten Trainings Per Year	\$ 8,000.00
Training: Workshops	Attendance Roster; Satisfaction Survey	The Network will provide two in-person workshops. This will provide hands-on learning opportunities for participants to implement the topics discussed during webinars. Training will utilize the Principles for Adult Learning to ensure that participants remain engaged. Trainings will last 3-4 hours and occur in the evening and weekend. The cost per training is inclusive of the development of all materials needed including the cost of any speakers. This is the standard rate that the Network charges for half-day workshops. Workshops are for all emerging providers. Two workshops at 3,000 each = \$6000	Sign in Sheet; Training Agenda; Satisfaction Survey	Two in person workshops: -December -March or April	\$ 6,000.00
Training: Travel	Travel Log	This will cover the travel expenses needed to host two in-person workshops for two staff members each trip. Estimated at \$ 1,238.50 per trip x 2 trips = \$2,477	Coordinate travel arrangements	Two in person workshops: -December -March or April	\$ 2,477.00

Training: Indirect Costs	N/A	<p>This indirect cost will cover payroll processing system expenses, reimbursement processes, accounting, technology supplies, and other administrative expenses.</p> <p>Indirect costs are calculated at 10 % of the total budget.</p> <p>Training budgeted at \$16,477 x 10% = \$1,648</p>	N/A	N/A	\$ 1,648.00
Mentoring Capacity Building: Mentoring Calls	Mentoring Log (including date, time, person met with and summary of activities)	<p>The Network will work 1:1 with the selected nonprofit organizations to develop and support the creation, execution and follow through on an individualized capacity building plan. Calls are estimated at 8 hours of mentoring sessions and the subsequent follow-up work per program. Mentoring calls are budgeted at approximately 1 calls per program per month. Each lasting approximately 60 minutes. Technical assistance and ongoing support is estimated at 1.5 hours per program per month. This includes the content preparation required for each mentoring call and any follow-up work that needs to happen in between calls. This may include activities like reviewing organizational documents, agency by-laws, policies and procedures, supporting application development, etc. This estimated cost is based on the state consultant rate of \$150 per hour. Mentoring call supports are estimated on an average use per organization. Some organizations may require additional or more comprehensive support, resulting in more frequent calls.</p> <p>Mentoring Calls: 16 programs x 1 mentoring calls (approximately 1 hour each) x 8 months per month x \$150 per hour = \$19,200</p> <p>Ongoing Supports: 16 programs x 1.5 hours per month x 8 months x \$150 per hour = \$28,800</p> <p>Total mentoring costs: Mentoring calls: \$19,200 + \$28,800 = \$48,000</p>	Mentoring Log (including date, time, person met with and summary of activities)	Monthly calls	\$ 48,000.00

Mentoring Capacity Building: Site Visits	Site Visit Log; Summary of Visit	The Network will conduct a site visit to the selected nonprofit organizations to provide hands on mentoring and capacity building activities with their agency staff. Visits will be conducted with programs that require additional support. Visits will be 3-4 hours and will be tailored to the specific needs of the agency. The agency will receive a summary of the visit with actionable next steps for the organization. 10 site visits at \$825 per visit = \$8250	The Network will maintain a log of the visits conducted. This log will include the date, duration, agency, and actionable items	1 visit for 8 KHA funded agencies	\$ 8,250.00
Mentoring Capacity Building: Indirect Costs	N/A	This indirect cost will cover payroll processing system expenses, reimbursement processes, accounting, technology supplies and other administrative expenses. Indirect costs are calculated at 10 % of the total budget. Mentoring budgeted at \$56,250 x 10% = \$5,625	N/A	N/A	\$ 5,625.00
					\$ 80,000.00

**SERVICES CONTRACT
FOR
MENTORING AND TRAINING SERVICES FOR PROVIDERS**

71916-22

THIS SERVICES CONTRACT (this "*Contract*") is made and entered into as of the 20th day of May, 2022 (the "*Effective Date*"), by and between KIDS HOPE ALLIANCE, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("KHA"), and CHILDREN'S FORUM, INC., a Florida not-for-profit corporation, with its principal offices located at 1211 Governors Square Boulevard, Suite 200, Tallahassee Florida 32301 (the "*Contractor*").

WHEREAS, KHA issued Request for Proposal P-41-21, dated February 2, 2022 for the Mentoring and Training Services for Providers (the "*RFP*"); and

WHEREAS, based on Contractor's response to the RFP (the "*Response*"), KHA has awarded this Contract to the Contractor; and

WHEREAS, the City of Jacksonville's Professional Services Evaluation Committee and Mayor authorized the award of a contract to Contractor in an Award dated May 20, 2022.

NOW THEREFORE, in consideration of the mutual covenants contained below, the parties agree as follows:

1. Performance of Services. Contractor shall perform the Services specified in the RFP and the Response (the "*Services*"). The Services shall be provided as described in Exhibit A, Budget by Deliverables, attached hereto.

2. Compensation. KHA shall compensate Contractor monthly for the Deliverables described in the Budget by Deliverables in Exhibit A in accordance with the terms of the RFP, the Response, and the funding recommendations shown on Exhibit A. No payments will be made until all applicable deliverables are received and approved by KHA in accordance with the RFP.

3. Maximum Indebtedness. KHA's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed EIGHTY THOUSAND AND 00/100 DOLLARS (\$80,000.00). All amounts payable under this Agreement shall be subject to the availability of lawfully appropriated funds therefor. If funding for this Contract comes from grant funds from a funding agency not a part of the City of Jacksonville, payment by KHA is further contingent upon KHA actually receiving such grant funds and those funds being appropriated by the Jacksonville City Council. In the event the City Council appropriates less than one hundred percent (100%) of the Maximum Indebtedness or KHA fails to receive any applicable grant funding, Contractor agrees to execute any amendments to this Contract and any other documents required by KHA within ten (10) days of KHA's request.

4. Term. The term of this Contract shall commence on the Effective Date and shall continue through July 31, 2023, unless sooner terminated by either party in accordance with the

terms of the RFP (the "**Term**"). KHA and Contractor shall have the option to renew this Contract upon mutual agreement for up to two (2) one-year renewal options.

5. **Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments
- Any amendments to the RFP
- Specific Information Regarding the RFP (Section 1 of the RFP)
- Description and Services and Deliverables (Section 4 of the RFP)
- General Instructions (Section 2 of the RFP)
- General Terms and Conditions of Agreement (Section 3 of the RFP)
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. **Notices.** All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to KHA:

Kids Hope Alliance
1095 A. Philip Randolph Boulevard
Jacksonville, Florida 32206
Attn: Michael Weinstein, CEO

As to the Contractor:

Children's Forum, Inc.
1211 Governors Square Boulevard, Suite 200
Tallahassee, Florida 32301
Attn: Phyllis Kalifeh, CEO

7. **Contract Managers.** Each party will designate an individual to serve as Contract Manager during the term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, KHA's Contract Manager is Tyrica Young, 1095 A. Philip Randolph Blvd., Jacksonville, Florida 32206; Phone (904) 255-4423, and the Contractor's Contract Manager is Phyllis Kalifeh, 1211 Governors Square Blvd., Suite 200, Tallahassee, Florida 32301; Phone (850) 487-6300. Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

8. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the services to be performed and furnished by the Contractor. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by

either party or any representative of either party, which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to KHA (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. Amendments. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

10. Counterparts. This Contract, 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. A signed copy of this Contract sent by email, facsimile or other method of electronic transmission shall be deemed to have the same legal effect as a signed original of this Contract.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract as of the Effective Date.

KIDS HOPE ALLIANCE, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

WITNESS:

Stephanie Leynes
Signature

By: [Signature]
Michael Weinstein, CEO

Date: 7/29/22

CHILDREN'S FORUM, INC., a Florida not-for-profit corporation

WITNESS:

Catherine Hall
Signature

By: [Signature]
Phyllis Kalifeh, CEO

Date: 7/28/22

Encumbrance and funding information for internal City use:

Account or PO Number:

Amount.....\$80,000.00

This above stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase orders(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the City of Jacksonville *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not ~~nor~~ shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance(s) shall be made by subsequent purchase order(s).

[Signature]
Director of Finance
City Contract # 71916-22

Form Approve:

[Signature]
Office of General Counsel

EXHIBIT A
Budget by Deliverables
(Immediately following)

Cost Proposal

Training	Deliverables	Description	Activities	Timing	Amount
Training: Live Webinars	Training Schedule; attendance roster	Virtual trainings will be provided on a series of topics throughout the year. These topics include understanding the RFP, procurement process, policies and procedures, contract management, documentation of services provided, completing program deliverables, establishing an agency budget, and following a grant budget.	Sign in sheets; agenda; satisfaction survey for each training;	One per month	\$8,000
Training: Workshops	Training schedule and attendance roster	The Network will provide one in-person workshop training per quarter. This will provide hands-on learning opportunities for participants to implement the topics discussed during webinars. Trainings will utilize the Principles for Adult Learning to ensure that participants remain engaged. These trainings will be 3-4 hours and occur on evenings and weekends, as needed.	Sign in sheet; Training agenda; Satisfaction survey.	1 per quarter, for a total four a year.	\$8,000
Training: Travel	Travel for Training	This will cover the travel expenses needed for the trainers to host the quarterly in-person workshops.	Travel documentation	TBD	\$2,000
Training: Indirect Costs	N/A	This indirect cost will cover payroll, reimbursement processes, accounting, technology supplies and other administrative expenses.	N/A	N/A	\$2,000

Cost Proposal

Mentoring & Capacity Building					
Scope/Reporting Item	Deliverables	Description	Activities	Timeline	Budget/Cost
Mentoring/Capacity Building	Mentoring narrative	The Network will work 1:1 with the selected nonprofit organizations to develop and support the creation, execution and follow through on an individualized capacity building plan.	Mentoring log (date, time, person met with); participant survey conducted twice a year; contractor survey annually (provided by KHA)	Weekly to bi-weekly	\$38,000
Mentoring/Capacity Building	Mentoring Contracts	The Network will utilize its network of subject matter experts to provide content specific workshops to the mentoring cohort.	Workshop agenda and mentoring call log	Two per cohort	\$12,000
Mentoring/Capacity Building	Site-Visit Log	The Network will conduct a site visit to the selected nonprofit organizations to provide hands on mentoring and capacity building activities with their agency staff.	Conduct a visit to the selected nonprofit organizations as needed. Visits will be 2-3 hours and will be tailored to the specific needs of the agency. The agency will receive a summary of the visit with actionable next steps for the organization. Network will maintain a log of the visits conducted. This log will include, date, duration, agency, actionable items.	1 visit per agency	\$4,000
Mentoring/Capacity Building	N/A	This indirect cost will cover, payroll, reimbursement processes, accounting, technology supplies and other administrative expenses.	N/A	N/A	\$6,000



City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

May 19, 2021

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

Dear Mayor Curry:

**Ref: P-41-21 Mentoring and Training Services for Providers
Kids Hope Alliance (KHA)**


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 fee and contract negotiations with the number one ranked company/firm for the above-captioned project.

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

That the City of Jacksonville/Kids Hope Alliance enter into a Contract with The Children's Forum, Inc., for the provision of Mentoring and Training Services for Providers by incorporating the attached Scope of Services Identified as Exhibit 'A' and Contract Fee schedule Identified as Exhibit 'B'; providing a not to exceed maximum indebtedness of \$80,000.00; and a period of service from execution of the contract through one (1) year with two (2) one-year renewal options available upon mutual agreement. All other terms and agreements are per the RFP and the City's standard contract language.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,


Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:



Lenny Curry, Mayor

This 20th day of May 2022

GP:ab

cc: Council Auditor
James McCain, OGC
Subcommittee Member

Contract Purchase Agreement POA-71916-22



POA Number	POA-71916-22
Approval Date	15-JUL-2022
Revision	0
Agreement Amount	80,000.00 USD
Supp Item Number	P-41-21


Sold To
 City of Jacksonville
 117 West Duval Street
 Suite 375
 JACKSONVILLE, FL 32202
 US

Supplier Children's Forum, Inc
 100 Governors Sq Blvd
 STE 200
 TALLAHASSEE, FL 32301

Notes

Item Number	Payment Terms	Freight Prep	Job Destination	Best Way
26824	Net 30			
18-May-2022	30-Jul-2023		Alexzandria Baker abaker@coj.net Phone 904-2558830	

DRAFT

<p>This Order is subject to the General conditions attached here to.</p> <p>Manufacturer's Federal excise tax exempt no 59-89-0120K</p> <p>Florida State sales and use tax exemption no. 85-8012621607C-8</p>	<p>Approved by Gregory Pease, Chief Procurement Division</p> 
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INFORMATION TECHNOLOGIES DIVISION



A NEW DAY

MEMORANDUM

TO: Dustin L. Freeman, Chief of Procurement Division

THROUGH: Wanyonyi Kendrick, Chief of Information Technologies / CIO

FROM: Thomas Ossi, Technology Contract and Records Manager

SUBJECT: Piggyback State Term Contract No. 80101507-23-STC-ITSA for IT Staff Augmentation

DATE: November 14, 2023

Wanyonyi Kendrick	Digitally signed by Wanyonyi Kendrick Date: 2023.11.28 16:50:02 -05'00'
Thomas Ossi	Digitally signed by Thomas Ossi Date: 2023.11.14 09:38:56 -05'00'

P-53-23 PB#6

The Information Technologies Division (ITD) requests approval to piggyback the State Term Contract No. 80101507-23-STC-ITSA for IT Staff Augmentation Services. The State Contract was competitively solicited and procured by The Department of Management Services. The City of Jacksonville is authorized to enter into State of Florida IT Staff Augmentation Services Agreements per Purchasing Code 126.309/126.211 with various IT Contractors approved on the award. This request will replace the current PSEC awards P-33-22 PB#2 awarded June 30, 2022, and P-11-23 PB#1 awarded March 23, 2023, through December 31, 2023. The State of Florida contract term began on October 1, 2023, and shall expire September 30, 2027. The contract term is for (4) four years with no renewals.

ITD Management requests this award to begin upon PSEC award approval and continue through December 31, 2027. The total estimated maximum indebtedness is \$1,300,000.00 for FY2024.

Upon award approval, ITD will request a formal contract through the Office of General Counsel. Funding for this award will be encumbered from various sources, including project funds. Other City Agencies, Departments, and Divisions may use this award for IT specific consulting services and projects with ITD Management's approval.

FUNDING SOURCE: 53101.113001.531090.000000.00000000.000000.00000000

Tracy Geake	Digitally signed by Tracy Geake Date: 2023.11.15 13:42:45 -05'00'
--------------------	--

Attachments: State of Florida Contract #80101507-23-STC-ITSA

CC: Elizabeth Brown, IT Operations Manager
Andre Conyers, IT Contract Administrator

FINANCE AND ADMINISTRATION DEPARTMENT
214 N. Hogan St. 9th Floor Jacksonville, FL 32202
Phone: 904-255-8000 Fax: 904-232-6932

Exhibit A Scope of Work

1. Purpose

To provide Customers with a State Term Contract (STC) for Information Technology Staff Augmentation Services, pursuant to the terms set forth in this Scope of Work.

The Department intends to issue a supplemental Invitation to Bid on an annual basis for the remaining term of the State Term Contract beginning in 2024. New Vendors may submit a bid for Prequalification annually. Additionally, current Vendors on the State Term Contract may submit supplemental bids annually beginning in 2024 to prequalify for additional Job Titles.

2. Definitions

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m., in the time zone the Customer is located.

Ceiling Rate – The maximum price a Contractor may charge for an associated Job Title or Scope Variant.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the Contractor resulting from 23-80101507-ITB.

Contractor – A Vendor that enters into a Contract with the Department as a result of 23-80101507-ITB.

Customer – A State Agency or Eligible User, as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).

Department – The Department of Management Services, a State Agency.

Information Technology (IT) – as defined in 287.012(15), Florida Statutes (F.S.).

Information Technology (IT) Experience – Experience working in the computer science industry that involves performing IT services and utilizing equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material.

Information Technology (IT) Staff Augmentation Contract Experience – Demonstrated prior work experience in the allocation and outsourcing of qualified IT Staff to augment a workforce on a temporary basis.

Job Family – A group of related Job Titles within Exhibit H, Job Family Descriptions.

Job Title – The position described within Exhibit H, Job Family Descriptions. The Job Family Descriptions document includes each Job Title's general characteristics and dimensions.

MyFloridaMarkerPlace (MFMP) – the State of Florida’s eProcurement system and connects vendors with state government organizations that purchase goods and services.

Operational Formula – The day-to-day actions of a company that are guided by a policy or procedure that is prescribed for repetitive use as a practice, in accordance with agreed upon operations that are aimed at obtaining a desired outcome.

Principal Personnel – The management of the Contractor’s company who makes operational decisions.

Proposed Price – The Vendor’s maximum hourly rate for an associated Job Title or Scope Variant for the initial and renewal term. A “not to exceed” price.

Scope Variant – A gradation of experience within a Job Title.

Staff – The temporary staff provided by the Contractor or Contractor’s subcontractor(s) to render information technology services identified by Customers.

State – The State of Florida.

3. Contractor’s General Responsibilities

The Contractor, regardless of any delegation or subcontract entered by the Contractor, shall be responsible for the following when providing Information Technology Staff Augmentation Services:

- 3.1 The Contractor is responsible for the comprehensive management of Staff. Staff shall not be deemed an employee of the State or deemed to be entitled to any benefits associated with such employment and the Contractor shall be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, and all administrative tasks required by State and federal law associated with payment of Staff.
- 3.2 The Contractor shall provide Staff in accordance with Customer Request for Quotes (RFQ), and as described in Exhibit H, Job Family Descriptions document. Customers may include a detailed scope of work, specific requirements of the work to be performed, and any requirements of Staff within the Request for Quotes.
- 3.3 The Contractor shall possess the professional and technical Staff necessary to allocate, outsource, and manage qualified Staff to perform the services requested by the Customer.
- 3.4 The Contractor shall provide Customers with Staff who have sufficient skill and experience to perform the services assigned to them.
- 3.5 The Contractor is responsible for ensuring that all Information Technology Staff Augmentation Services furnished under the Contract meet the professional standards and quality that prevails 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.

- 3.6 The Contractor shall provide, at its own expense, any training necessary for keeping Contractor's Staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.
- 3.7 The Contractor shall, at its own expense, be responsible for adhering to the Contract background screening requirements, testing, evaluations, advertising, recruitment, and disciplinary actions of Contractor's Staff.
- 3.8 The Contractor, throughout the term of the Contract, shall maintain all licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required for Contractor and Staff to perform the Information Technology Staff Augmentation Services.
- 3.9 Contractor shall be responsible for all costs associated with the administration of this Contract.
- 3.10 The Contractor shall adhere to all work policies, procedures, and standards established by the Department and Customer.
- 3.11 The Contractor shall ensure that Staff conform with the Customer's policies in all respects while on the Customer's premises, and is responsible for obtaining all rules, regulations, policies, etc.
- 3.12 Contractor shall only provide Information Technology Staff Augmentation services for those Job Titles awarded to the Contractor and shall be paid on an hourly basis. Contracts resulting from this solicitation should not be structured as fixed-price agreements or used for any services requiring authorization for payment of milestone tasks.

4. Subcontracts and Staff

- 4.1 The Contractor is fully responsible for satisfactory completion of all work on this Contract. The Contractor shall ensure and provide assurances to the Department or Customer upon request, that any subcontractor(s) or Staff provided 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 Staff considered for work on a purchase order issued under this Contract. The Customer shall retain the right to reject any Staff whose qualifications or performance, in the Customer's exclusive judgment, is insufficient.

- 4.2 The Contractor agrees to be responsible for all work performed and all expenses incurred by subcontractors and Staff while performing work under this Contract.
- 4.3 Any subcontract or Staff arrangements must be evidenced by a written document available to the Department or Customer.

- 4.4 The Contractor agrees to make payments to the subcontractor or Staff within seven 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 or required by law.
- 4.5 The Contractor agrees that neither the Department nor the Customer shall be liable to any subcontractor or Staff for any expenses or liabilities incurred in furtherance of this Contract, and Contractor shall be solely liable to the subcontractor and Staff for all expenses and liabilities incurred under the Contractor's contract or subcontract. The Contractor, at its expense, shall defend the Customer and the Department against any subcontractor or Staff claims regarding compensation or payment.
- 4.6 The Department supports diversity in its procurements and contracts, and requests that Contractors who engage in subcontracting offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the Office of Supplier Diversity at osdinfo@dms.myflorida.com for information on certified business enterprises available for subcontracting opportunities.

5. Conduct of Employees and Staff

Contractor shall ensure that all of Contractor's employees and Staff provided under the Contract shall adhere to the standards of conduct 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, including but not limited to Rule Chapter 33-208, Florida Administrative Code. The Contractor shall ensure that all Staff and employees wear attire suitable for the position, either a standard uniform or business casual dress, identified by the Customer.

6. 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 and Staff 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.

7. Purchasing Card

The State has implemented a purchasing card (P-Card). The Contractor may receive payments via the State's P-Card. P-Card acceptance for purchases is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its P-Card platform during the term of Contract, the Contractor shall make all necessary changes to accept payment via the State's new P-Card platform within 30 calendar days of notification of such change.

8. Purchase Order Requirements

Customers shall use a Request for Quote per section 287.056(2), Florida Statutes, when making purchases off of this State Term Contract. Customers shall issue Request for Quotes to at least 25 vendors approved to provide IT Staff Augmentation services in accordance with section 287.0591(5), Florida Statutes. Customers shall order services from the Request for Quote via a Purchase Order with the Customers' selected Contractor. The terms of the Purchase Order shall not conflict with the terms and conditions established by this Contract.

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 accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof.

9. Request for Quotes

- 9.1 Customers needing Information Technology Staff Augmentation Services will issue a Request for Quote (RFQ) each time they desire to solicit Information Technology Staff Augmentation Services. The Customer shall issue a detailed RFQ that includes a term, service levels, educational qualifications and experience needed.

Pursuant to sections 287.056(2) and 287.0591(5), F.S., an Agency must ensure that a RFQ is issued to a minimum of 25 contracted vendors awarded to provide the applicable information Technology Staff Augmentation contractual services sought by the Agency. Some contractors are not contracted to provide all Job Titles, and the vendors selected to issue a RFQ to must have been awarded to provide the specific Job Title(s) as requested in the Agency RFQ.

- 9.2 Pursuant to section 287.056(2), 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 section 120.57(3), F.S.
- 9.3 While the specific format of the RFQ is left to the discretion of the agency, Customers will issue a RFQ document each time they desire to solicit Information Technology Staff Augmentation Services and shall send the RFQ document electronically via email or through MFMP to at least 25 Contractors that offer the specific awarded Job Title(s) sought by the Agency. When responding to a RFQ, Contractor must submit a completed Resume Self-Certification Form with the Contractor's response.
- 9.4 Customers issuing RFQs against this Contract should note when responses are due and when the Customer anticipates awarding the RFQ.

10. Resume Self-Certification Form

When submitting a response to an RFQ, the Contractor shall submit with its response a completed and signed Exhibit E, Resume Self-Certification Form to the Customer for each proposed Staff member identified in the RFQ response.

11. Ongoing Performance Measures

The Department intends to use performance-reporting tools in order to measure the performance of Contractor(s). These tools will include the Contractor Performance Survey (Exhibit G), to be completed by Customers on a quarterly basis. Such measures will allow the Department to better track Vendor performance through the term of the Contract(s) and ensure that Contractor(s) consistently provide quality services to the State and its Customers. The

Department reserves the right to modify the Contractor Performance Survey document and introduce additional performance-reporting tools as they are developed, including online tools (e.g. tools within MFMP or on the Department's website).

12. Holidays

The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's order.

13. Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period

14. MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the "Transaction Fee & Reporting" section and "Training for Vendors" subsections under the "Vendors" tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at: VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

15. Quarterly Sales Reports

The Contractor shall submit a completed Quarterly Sales Report electronically, in the required format, to the Department's Contract Manager within thirty (30) calendar days after close of each quarter. The State's fiscal quarters close on September 30, December 31, March 31, and June 30. The quarterly sales report can be found here:

https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format.

The Contract Quarterly Sales Report will include all sales and orders associated with this Contract from Customers received during the reporting period. Initiation and submission of the Sales Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager.

Failure to provide the quarterly sales report will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period

Quarter 2 – (October-December) – due 30 calendar days after the close of the period

Quarter 3 – (January-March) – due 30 calendar days after the close of the period

Quarter 4 – (April-June) due 30 calendar days after the close of the period

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.

16. Certified and Minority Business Enterprises Reports

Upon Customer request, the Contractor shall report to the requesting Customer the Contractor's spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer's orders. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise, and the amount paid to each minority business enterprise on behalf of the Customer.

17. Ad Hoc Reports

The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

18. Business Review Meetings

In order to maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and improve business efficiencies.

19. Financial Consequences

The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida 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. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit completed Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per Calendar Day late/not received by the Contract Manager
Contractor will timely submit completed MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15 th calendar day after the close of each month	\$100 per Calendar Day late/not received by the Contract Manager

Failure to timely provide Quarterly Sales Reports, transaction fee reports, or other reports as required will result in the imposition of financial consequences and repeated failures or non-payment of financial consequences owed under this Contract may result in the Contractor being found in default and the termination of the Contract.

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation

owed to the Department or Customer, to include fees / monies, that is required under this Contract.

20. Routine Communications

All routine communications related to the Contract shall be sent to the Department's Contract Manager. If any of the Contractor's contract information changes during the life of the Contract, the Contractor shall notify the Department's Contract Manager; such updates do not necessitate a formal amendment to the Contract. Communications relating to a Customer contract or purchase order should be addressed to the contact person identified in the contract or purchase order. Routine communications may be by email, regular mail, or telephone.

21. Contract Transition

Upon Contract expiration or termination, the Contractor shall ensure a seamless transfer of Contract responsibilities with any subsequent Contractor necessary to transition the Products and services of the Contract. The incumbent Contractor assumes all expenses related to the contract transition.

22. Other Fees and Charges

Additional fees (including but not limited to, property taxes, fuel surcharges, interest fees, license fees, and late payment fees except where permitted by section 215.422(3)(b), F.S.) or fees not permitted elsewhere in the Contract are prohibited.



Exhibit B
ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.2.2 Preferred Pricing

This section intentionally blank.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding

payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 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. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

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.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must 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, or the Antitrust Violator Vendor List during the term of the Contract.

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.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its 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 information the Inspector General deems relevant. 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 the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. 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. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., 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 a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., 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.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits 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. 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 the Contract, may be inspected by the Department upon fifteen (15) calendar 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 Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency 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 or state agency 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 or a state agency within 10 Business Days after the request is made.

SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 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.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

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

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises 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.

4.5.2 Diversity Reporting.

Upon request, the Contractor will 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 agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 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. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its 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 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 the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. 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. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will 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.

6.3 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 and Customer 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.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 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 contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.



Division of State Purchasing
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-8440

Ron DeSantis, Governor
Pedro Allende, Secretary

**Prequalification for Information Technology Staff Augmentation Services
Intent to Award**

ITB: 23-80101507-ITB

Date: September 26, 2023

As to the above-mentioned Invitation to Bid, pursuant to sections 287.057(1)(a) and 120.57(3), Florida Statutes, the Department of Management Services hereby posts its Notice of Intent to Award to the vendors identified in Exhibit A, Award Summary.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision or intended decision must be timely filed with the Department of Management Services' Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

In accordance with section 287.057(25), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Intent to Award:

Refer to Exhibit A, Award Summary, for the list of awarded and non-responsive vendors.

EXHIBIT 'B'

ITB No. 23-80101507-ITB
Prequalification of Information Technology Staff Augmentation Services
Attachment A, Award Summary

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

22nd Century Technologies, Inc.

3DiInc

3k Technologies, LLC

4 Corner Resources, LLC

5D Solutions Inc.

A Simplified Solution, LLC

A.B. Closing Corporation

A.G. Reeves Consulting, Inc.

Abacus service Corporation

Accenture LLP

Ace Infotech LLC

AceApplications, LLC

ADO STAFFING INC

Advanced Image Inc

Advanced Systems Design, Inc.

Advizex Technologies, LLC

Agama Solutions INC

Agile Global Solutions, Inc

Agile Logistix Inc.

Agilify

AgreeYa Solutions, Inc.

Alexis & Associates Consulting LLC

Alitek Solutions, LP

Alliance Global Tech Inc

Alltech Consulting, Inc.

ALPHAPRIMETECH INC.

Alphind Software Solutions, Inc.

ALTA IT Services, LLC

American Packaging I Inc

American Unit Inc

America's Workforce Solution, LLC

Amick Brow LLC

Amzur Technologies, Inc.

APEX SYSTEMS, LLC

Appteon Inc

Arc Analytics LLC

Ardent Technologies Inc

ITB No. 23-80101507-ITB
Prequalification of Information Technology Staff Augmentation Services
Attachment A, Award Summary

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

Ark Infotech LLC
ARK Solutions Inc.
ArnAmy Inc.
Arrati Inc.
Arthur lawrence Management LLC
ASCENDING INC
Asclepius Solutions Inc.
ASSYST
Athomtech, Inc
Athreya INC
Atos IT Solutions and Services, Inc.
Augment HR Solution LLC
AVISTECH LLC
Bansar Technologies Inc
Baptiste Family Group Inc
Bay Systems, Inc.
Beacon Systems, Inc
Bell Federal Systems Inc.
BRAINPOWER INFOTECH Ilc
Brandt Information Services, LLC
Business Information Technology Solutions.com, Inc
Business Intelligence & Informatics Consulting Services, Inc
California Creative Solutions, Inc.
CanDoTech Consulting Inc
Canopy Management Consulting Group
Capital Staffing Solutions Inc.
Cavalry Support Systems LLC
CDW Government LLC
CGI Technologies and Solutions
Changing Technologies, Inc.
CHENDURDB TECHNOLOGY LLC
Cherry Bekaert
CherryRoad Technologies Inc.
ClarusTec, Inc

ITB No. 23-80101507-ITB
Prequalification of Information Technology Staff Augmentation Services
Attachment A, Award Summary

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

Cleantech Ventures, Inc.
Cloud Consulting Services Inc
Cloud Navigator, Inc.
Cloud Unity LLC
CNC Consulting, Inc.
Code360
COGENT Infotech Corporation
Compass Solutions, LLC
COMPUNNEL SOFTWARE GROUP, INC
Computer Aid, Inc.
Computer Consultants International
Computer Training & Consulting LLC
Compu-Vision Consulting
Comtech LLC
Conduent State Healthcare, LLC
Consultis of Boca Raton, Inc.
Contextual Code
COOLSOFT LLC
Cornerstone Software Services
Creative Consulting Company
Crescens Inc.
Currier, McCabe & Associates, Inc.
Cyber Eye Solutions LLC
Cyber Sphere LLC
CyberHelp LLC
D3 Air & Space Operations, Inc
Data Meaning Services Group Inc
Data Systems Integration Group (DSIG)
DatamanUSA,LLC
Datasoftware Technologies, Inc.
DC STAR SOLUTIONS INC.
Defined Software Development, LLC
Deloitte Consulting LLP
Delvacomm, LLC
DevCare Solutions Ltd
Diane Meiller and Associates, Incorporated
Digit Outsource Inc

ITB No. 23-80101507-ITB
Prequalification of Information Technology Staff Augmentation Services
Attachment A, Award Summary

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

Digital Intelligence Systems, LLC
Dilytics Inc
Dogwood Management Partners
DP Professionals, Inc.
DPP Tech Inc
dynapro software consultancy inc
E7Strategies, Inc.
ECA Staffing Solutions, Inc.
Edify Technologies, Inc
Effervescent Consulting LLC
Effervo Technologies Inc
EHIS L.L.C
Eight Eleven Group
Emtec, Inc.
ENTERPRISE 24X7 INC.
Enterprise Solutions Inc
EPAM
ePATHUSA Inc
ePCHelp, Inc.
EPIC Engineering & Consulting Group, LLC
Epock Technologies LLC
EQTARA LLC
Ernst & Young U.S. LLP
ERP Analysts, inc.
ESELECT CONSULTING CORP
eSystems Inc
Excelsior Consulting Services, Inc
Experis US, LLC
Five Points Technology Group, Inc.
Focused HR Solutions, LLC
Formative Solutions
GCOM Software LLC
Geek Sources Inc
Gejits Infotech Inc
GENESYS Consulting Services, Inc.
Genoa Employment Solutions
Global Information Services, Inc.

ITB No. 23-80101507-ITB
Prequalification of Information Technology Staff Augmentation Services
Attachment A, Award Summary

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

GLOBAL VISSE INC

GlobalSource, Inc.

Go Security Pro LLC

Growing Tree Solutions LLC

Guidehouse Inc.

H3U LLC

Hallelujah Creative Group

Hays U.S. Corporation

HCL America Inc

HealthTech Solutions, LLC

HexaCorp

Hixardt Technologies, INC

Horne LLP

HPTech Solutions Inc

HTC Global Services, Inc.

HyperGen Inc.

IBB Technology Corporation

ICG LLC

IKON Software Services, LLC

Image Technology Resources Corp

IMCS Group

Indelible IT Advisory Solutions, LLC

Inficare Inc.

Infinite Computing Systems Inc.

Infojini Inc

InfoLogitech Inc.

Infostride, Inc.

Infosys Public Services

innoSoul, Inc.

Innova Solutions, Inc.

Innovation Technology Consulting Inc

Innovative Information Technology, LLC

Innovative Systems Group of Florida, Inc. d/b/a ISGF

Innoworld Information Technologies LLC

Insight Global

Inspiration Global, LLC.

Inspired Technologies of North Florida, Inc.

ITB No. 23-80101507-ITB
Prequalification of Information Technology Staff Augmentation Services
Attachment A, Award Summary

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

inSTAFF Solutions, LLC

Integrated Technology Solutions and Services Inc. (ITSSI)

IntegriSource, Inc

INTEGRITAS CONSULTING LLC

Inteletch Global Inc

Inteliblu LLC

IntellectFaces, Inc

Intellectual Capitol

Intelli ERP Software, LLC

Intelligize Data LLC

International Consulting Acquisition Corp.

International Software Systems Inc.

ISF, INC.

IT Leader USA LLC

IT RESOURCES INNOVATION, LLC

IT Staffing and Consulting, Inc.

IT Trailblazers LLC

ITG Associates LLC

K2S Global Solutions LLC

Kapoor IT Consulting LLC

Kash Tech LLC

Kelly IT Resources

Keshav Consulting LLC

Kforce Inc.

Kikoda, LLC

KLC Consulting, Inc.

KnowledgePro. LLC

Knowli Corp

Kolter Consulting Services LLC dba Kolter Solutions

KPMG LLP

Krasan Consulting Services Inc

KU TELECOM LLC

Kyra Solutions, Inc. (formerly known as Kyra InfoTech, Inc.)

LEGAL & IT CONSULTANTS INC

Lemar Information Management and Intellectual Technology Co

Level 4 Ventures, Inc.

Lifescale Analytics

ITB No. 23-80101507-ITB
Prequalification of Information Technology Staff Augmentation Services
Attachment A, Award Summary

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

Lorven Technologies Inc.

Luxera

Mainline Information Systems, Inc.

MAPS Data Analytics, LLC

Marga Technologies LLC

Marquis Software Development, Inc.

Mastek Inc.

Mathtech, Inc

MAVERC LLC

Meridian Partners, LLC

Meridian Technology Solutions Inc.

Meridium Group, Inc.

MG Cloud Technologies LLC

MGT of America Consulting, LLC

Michael Clarke LLC dba Gravity IT Resources

Midtown Personnel Inc

MIKA CONSULTING, INC.

Millennium Consulting LLC

Millennium Franchise Group, LLC.

Mission Critical Partners, LLC

MMISME LLC

Momentum Consulting Corp

Montalbano & Associates, Inc.

Moten Tate, Inc.

MSGA Solutions LLC

MSW Staffing, LLC

MTECH SOFTWARE SOLUTIONS LLC

MYBASEPAY USA LLC

Nagarro Inc

NENZEN LLC

Northwest Partners

Nueve Solutions

Numbers Only, Inc

OLAN Associates LLC

OnCloud Solutions Inc

OneTechPlace, Inc.

Optimum Software Solutions, Inc.

ITB No. 23-80101507-ITB
Prequalification of Information Technology Staff Augmentation Services
Attachment A, Award Summary

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

ORCA Group LLC

OST, Inc.

OZ Digital, LLC

Paramount Software Solutions, Inc

Patterns LLC

Paul Consulting Group

PeerSource

Peraton State & Local Inc

Perseptia LLC

Phoenix Business Inc.

Piazza Technical Consulting

Pitisci & Associates LLC

Planet Technologies, Inc.

Powersolv Inc.

Pragmatic Solutions Inc

PREMIERTECH INC.

Presidio Networked Solutions LLC

ProCom Consulting, Inc

Procom Services

Professional Staffing Services Group Inc

PROINFY SOLUTIONS LLC*

Project Management Solutions, Inc. IA: 09/09

Protiviti Government Services, Inc

PruTech Solutions, Inc.

PSR Associates, Inc.

Public Consulting Group LLC

Q.E.D., Inc.

Queen Consulting Group, LLC

R4 Talent Solutions, Inc

RADcube

RADISE International, L.C.

Raks Group LLC

RamcoTek Consulting LLC.

Randstad Technologies, LLC.

RE/SPEC Inc.

Red Hills Services Inc.

Red Sun Technology

ITB No. 23-80101507-ITB
Prequalification of Information Technology Staff Augmentation Services
Attachment A, Award Summary

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

RedSalsa Technologies, Inc.
Resilient Business Solutions LLC
RESOURCE LOGISTICS INC
Resourcesoft, Inc.
REVISION Inc.
Revolution Technologies, LLC
RGC Digital
RICEFW Technologies Inc
RLTCORP Software Development Services
Rose International, Inc
Rover Resources, Inc
RSM US LLP
Rudram Engineering Incorporated
Ruvos
Saks Technologies Inc
Sanrose Information Services Inc.
Sapience.IT
SAROS TECH, LLC.
Saturn Tech LLC DBA Saanvi Technologies
SCONY IT STAFFING
SelectPro, LLC
Sentry IT, LLC
Seva Technologies LLC
SGS Technologie LLC
Shanu Tech LLC
SIGN - IN SOLUTIONS, INC.
SimRobotics Corp.
SkyBridge Resources
Smart Resources, Inc
SMX SERVICES & CONSULTING
SNI Companies
SoftHQ, Inc
SoftSages Technology
Software Information Resource Corp.
Software Integration Services Inc
Software People Inc.
Software Resources Inc

ITB No. 23-80101507-ITB
Prequalification of Information Technology Staff Augmentation Services
Attachment A, Award Summary

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

Solutions3 LLC

Sonus Software Solutions Inc

SOVRANO Enterprise, LLC

Spruce Technology, Inc.

SRR International, Inc

SRS Consulting Inc.

Steck Systems, Inc.

Stellar IT Solutions

STEPS TALENT, LLC

Steven Douglas Associates, LLC bda StevenDouglas

Strategic IT Alignment Group, LLC

Strategic IT Consulting,

Strategic Optimization and Research LLC

Stratice, LLC

Sun Technologies, Inc.

SunPlus Data Group

SVAM International Inc

synergy Software Solutions, Inc.

Synergy Technologies LLC

System Soft Technologies, LLC

SYSTEMDOMAIN

Tal Search Group, Inc.

TalenTech Digital

Talon Professional Services, LLC

Tanu Software Solutions Inc.

Taproot Solutions Inc

TCecure, LLC

Tech Army, LLC

Tech Valley Talent, LLC

Techforce Services Inc.

TechniBorn INC

Technical Recruiting Solutions, Inc.

Technology Assurance Labs LLC

TechOne Partners, Inc.

Techpillars, Inc.

Tech-Span consulting llc

TechVoE, Inc.

ITB No. 23-80101507-ITB
Prequalification of Information Technology Staff Augmentation Services
Attachment A, Award Summary

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

TECKpert LLC

TEKBANK CONSULTANTS, INCORPORATED

Tekgence Inc.

TekStream Solutions, LLC

TEKsystems, Inc.

Telefroce, LLC (Titan Technologies)

THATCHER MATHIAS, INC.

The ACT-1 Group, Inc. dba ATIMS

The Ashvins Group, Inc

the Canopy of Technology, Inc.

The Consultants Consortium, Inc.

The Evolvers Group L.P.

The Greentree Group, Inc.

The Little Group

The North Highland Company LLC

The Talent Source, Inc

The Tews Company

Tidal Basin Government Consulting, LLC

TIDAL IMPACT LLC

Trigyn Technologies, Inc.

Trinity IT Services LLC

Trivision Group Inc

Trulight LLC

Tryfacta Inc.

Underwood Sloan & Associates, LLC

United Data Technologies, Inc.

V Group Inc.

V2Soft, Inc.

V3iT Consulting, Inc.

Vaco LLC

VA-Tech Services

Vcarve, Inc.

Vector Consulting, Inc.

Venatore LLC

Venvi Consulting, LLC

Vertex Computer Systems, Inc.

VGreen Enterprises LLC

ITB No. 23-80101507-ITB
Prequalification of Information Technology Staff Augmentation Services
Attachment A, Award Summary

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

Vidhwan Inc,
Vinali LLC
Vinsys Information Technology Inc
Virpie Inc
Virtuoso Technology Solutions LLC
Visionaryz Inc.
Visium Resources, Inc.
Vitaver and Associates, Inc.
VIVA USA INC
vTech Solution Inc
WadiTek LLC
WESECONDCHANCE
Workflow Technologies Inc
Yochana IT Solutions Inc.
Yom Solutions LLC
Zion Cloud Solutions LLC
Zirlen Technologies Inc.

Section B
Prequalification for Information Technology Staff Augmentation Services:
Non-Responsive Bidders

Aurora Consulting Inc
C2S Technologies Inc.
EXP35 LLC

Section C
Prequalification for Information Technology Staff Augmentation Services:
No Award in the following job titles:

Job No. 3430 - Data Warehouse Analyst - PROINFY SOLUTIONS LLC
Job No. 3610 – Decision Support Specialist - PROINFY SOLUTIONS LLC
Job No. 4220 – ERP Configurer - PROINFY SOLUTIONS LLC



City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works
Engineering & Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8762
www.coj.net

A NEW DAY

December 11, 2023

TO: Dustin Freeman, Chairman
Professional Services Evaluation Committee

THRU: Nina Sickler, P.E.
Director of Public Works

FROM: Robin G. Smith, PE
Chief, Engineering & Construction Management

John B. Baxter, P.E.
Professional Engineer

SUBJECT: Shortlist for P-31-23 Engineering Design Services for Mayport Dock Redevelopment Phase 2

The subcommittee received five (5) proposals for evaluation for the subject project and found them to be responsive, interested, qualified and available to provide the services required by the RFP.

The proposals were evaluated using the criteria outlined in the Purchasing Code as augmented by the RFP (see attached matrix).

Based on the above, the following firms listed alphabetically were determined to be the most qualified of those submitting proposals. The ranking of first, second, and third designates the order of qualification of these firms to perform the required services.

2. Baker Consulting & Engineering, LLC.
3. HDR Engineering, Inc.
1. Taylor Engineering, Inc.

We recommend that the above list be forwarded to the Mayor for final selection.

NS/lw

Attachment: Scoring Matrix

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Evaluation Matrix

1-----20

EVALUATION SCALE

PROJECT NO. P-31-23

Averaged

Engineering Design Services for Mayport Dock
 PROJECT TITLE: Redevelopment - Phase 2

EXTREMELY QUALIFIED

QUALIFIED

FIRM	COMPETENCE	CURRENT WORKLOAD	FINANCIAL RESPONSIBILITY	ABILITY TO OBSERVE COMPLIANCE WITH PLANS	PROFESSIONAL ACCOMPLISHMENTS RECORD	PROXIMITY TO PROJECT	Past & Present Demonstrated Commitment to Small & Minority Businesses & Contributors Toward A Diverse Market Place	ABILITY TO DESIGN AN APPROACH AND WORK PLAN	Willingness to Meet Time & Budget	VOLUME OF CURRENT AND PRIOR WORK FOR USING AGENCIES	OVERALL
MAXIMUM POINTS ASSESSED	20	10	5	10	5	10	20	20	10	10	120
McLaren Engineering Group	19.50	5.50	5.00	1.00	2.00	1.00	6.00	14.00	6.50	10.00	70.50
Baker Consulting & Engineering, LLC	20.00	6.50	2.00	1.50	5.00	10.00	10.00	14.50	9.50	7.00	86.00
HDR Engineering, Inc.	20.00	6.50	5.00	2.00	2.00	7.00	6.00	15.50	9.50	4.00	77.50
Moffatt & Nichol	20.00	6.00	4.00	1.50	4.50	1.00	1.00	14.00	9.00	10.00	71.00
Taylor Engineering, Inc.	20.00	9.50	3.00	2.00	2.50	10.00	6.00	17.00	10.00	7.00	87.00



A NEW DAY

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works
Engineering & Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8762
www.coj.net

November 27, 2023

TO: Dustin Freeman, Chairman
Professional Services Evaluation Committee

THRU: Nina Sickler, P.E. *Nina Sickler*
Director of Public Works

FROM: Robin G. Smith, P.E. *Robin G. Smith*
Chief, Engineering & Construction Management

Melissa M. Long, P.E. *Melissa M. Long*
Chief, Environmental Quality Division

Nikita Reed, P.E. *Nikita Reed*
Public Works Project Manager

SUBJECT: Amendment 1 P-03-22 Contract 70224-23/ PO 654712-23
England Thims & Miller, Inc.
NPDES Engineering and Permit Administration Services

The Engineering Division has negotiated with the consultant selected for NPDES Engineering and Permit Administration Services- Annual Contract for year 2 of the initial contract and permit cycle resulting in the attached Scope of Services, Exhibit C and Contract Fee Schedule, Exhibit D, attached. This project was bid as encouragement. The current expiration is February 23, 2025, with 2 additional 2 years renewals available.

Accordingly, this is to recommend that Contract No. 70224-23, originally executed February 23, 2023, between the City and England-Thims & Miller, Inc., for NPDES Engineering and Permit Administration Services be amended to incorporate the attached Scope of Services, Exhibit C and Fee Summary Exhibit D to increase the lump sum amount for NPDES Engineering and Permit Administration Services by \$741,637.04 to a new limit of \$1,583,777.32 to increase the not to exceed limits for: PWD Special Project Requests by \$23,500.00 to a new limit of \$48,500.00; EQD Special Project Requests by \$23,500.00 to a new limit of \$48,500.00 and M&LM Division Special Project Requests by \$30,000.00 to a new limit of \$60,000.00 and to add a new not to exceed category for application Platform Fees, other direct costs and shipping in the amount of \$128,000.00; thereby increasing the maximum indebtedness to the city by \$946,637.04 to a new maximum indebtedness of \$1,868,777.32; with all other terms and conditions of the agreement remaining unchanged.

Funding for this project should be encumbered as follows:

ACCOUNTS:	TOTAL
44101-156002-531090-000000-00000000-00000-0000000	\$841,498.04
00111-154005-531090-000000-00000000-00000-0000000	\$30,000.00
11401.153002.531090.010263.000000000.000000.0000000	\$75,139.00
TOTAL	\$946,637.04

RGS/lw

Attachment: Exhibits C & D

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**Scope of Services
City of Jacksonville Contract
NPDES Engineering and Permit Administrative Services for FY23/24
October 2023**

Introduction

The Public Works Department of the City of Jacksonville (City) is responsible for the operation and maintenance of the Municipal Storm Sewer System (MS4). The following City departments and divisions actively support the Stormwater Management Program (SWMP).

- Public Works Department (PWD)
 - Engineering and Construction Management Division
 - Right of Way and Stormwater Maintenance (RWSM) Division
 - Mowing and Landscape Maintenance (MLM) Division
 - Solid Waste Division
- Neighborhoods Department
 - Environmental Quality Division (EQD) Water Branch
- Planning & Development Department
 - Development Services Division

This Contract is consistent with the Term of Agreement in the RFP (two years from Contract issuance) and defines/funds the services of England, Thims, & Miller, Inc. (ETM) for the second Fiscal Year (FY23/24, October 1, 2023 through September 30, 2024) which depending upon permit issuance (pending), will coincide with Year 8 of the City's NPDES Cycle 4 Permit.

The objective of this Scope of Services is to support the City with the update and ongoing implementation of its Stormwater Management Program as required by the pending NPDES Permit and includes the following:

- Update and Maintenance of the City and FDOT District 2 MS4 asset GIS Database.
- Update and support of the web asset management application system.
- Conduct MAXIMO (TIVOLI) work order data analysis to assess and enable the reporting of stormwater infrastructure maintenance and inspection activities and effectiveness in accordance with NPDES Permit requirements.
- Preparation support of the City's NPDES Cycle 4 Year 7 (C4Y7) Annual Report, due in March 2024.
- Preparation support of the Ribault River and Strawberry Creek Bacteria Pollution Control Plan (BPCP) Status Reports for the period October 2022 through September 2023 (C4Y7), due in March 2024.
- Preparation support of the City's Tributaries I & II BMAP Annual Report for the period October 2022 through September 2023, due on January 15, 2024.
- Assist EQD with the implementation of the SWMP Assessment Program and preparation of the NPDES C4Y7 SWMP Assessment Status Report due in March 2024.
- Provide NPDES related special project services as requested and authorized.

Scope of Services

The following is a per task description of ETM's scope of services for FY23/24.

Task 1 - MS4 Inventory Update and Maintenance

The NPDES Permit requires that the City maintain a current map-based inventory of MS4 infrastructure to support MS4 operations, maintenance and inspection activities, and the reporting of these activities in its Annual Report.

Task 1.A - MS4 Inventory Update

ETM shall, in accordance with NPDES Permit requirements, maintain a current inventory of the MS4 infrastructure owned and maintained by the City and FDOT District 2.

Update of MS4

- ETM will update MS4 information in the GIS on a daily basis. Data edits that have been validated via the QA process will be added to the web accessible MS4 map (OpenGov) on an approximate weekly basis;
- When City inspectors or other City staff, request that assets be added to the inventory based on inspection findings or observations, data regarding the asset to be added, and any related connected asset, should be submitted with the request. Similarly, if a request is made to remove an asset from the inventory, a description of the extent of the features to be removed should accompany the request.
- A copy of the updated MS4 GIS inventory database will be forwarded to the City's Information Technologies Division (ITD) on a quarterly basis through the end of the fiscal year.
- The updated MS4 GIS inventory database will be used to update the interactive maps in OpenGov and the ETM Mapping tool approximately weekly through the end FY23/24.
- All updated MS4 inventory work will be posted to the NPDES GIS database, and the hosted asset management system (OpenGov) will be maintained by ETM.
- The MS4 inventory maintained in ETM's software platform will serve as the MS4 infrastructure dataset which will be accessed and used by the City to support MS4 structural control inspections, proactive and reactive Illicit Discharge Detection & Elimination (IDDE) investigations, and other stormwater management plans and activities as required by the NPDES Permit.
- Positional accuracy of information will be relative to the City's parcel layer which is maintained by the Duval County Property Appraisers Office and will serve as the NPDES GIS parcel interactive map.
- The MS4 inventory shall be updated based upon as-builts, minor drainage addition and repair projects, and requests from City inspectors and other City staff.
- ETM will coordinate with the City PWD staff, City Planning and Development Department staff, FDOT, SJRWMD, JTA, and the City NPDES Coordinator regarding as-builts or other plans. Confirmation of both the ownership and maintenance entity of the assets will be provided by the City.
- All City provided as-built drawings will be forwarded to ETM as CAD drawing files or PDF files. Drainage as-built drawings for FDOT District 2 MS4 infrastructure within the City's MS4 jurisdiction

will be forwarded to ETM by the FDOT District 2 NPDES Administrator or downloaded from the FDOT portal.

- Private, FDOT District 2, and City-owned and maintained roadways will be depicted via line style and/or color in the GIS applications.
- The FDOT District 2 NPDES Administrator will inform ETM of MS4 infrastructure and/or roadways transferred from FDOT to the City. ETM will review and confirm transfer information provided by FDOT with the City, prior to updating the MS4 inventory.
- Only private development and redevelopment project as-builts, for which the roadways and MS4 infrastructure has been transferred to the City, will be forwarded by the Development Services authorized representative for input into the MS4 inventory.
- ETM will also provide any available as-builts to the City upon request.
- Private developments are not included in MS4 updates unless specifically requested by the City on an individual development basis.
- ETM will update parcel and roadway centerlines and related attribute information via a download of Duval County Property Appraisers Office parcel map semi-annually, during FY23/24. Aerials will be updated once a year. ETM will update the interactive maps in the web asset management application and ETM Mapping tool with the information as needed.

MS4 attributes collected from as-builts include the following:

- Manhole, inlet, and control structure rim and bottom pipe invert elevation.
- Control structure weir elevations
- Manhole, inlet, and control structure type
- Open and closed conveyance segment lengths
- Open and closed conveyance upstream and downstream invert/bottom elevations
- Open and closed conveyance material and year constructed
- Closed conveyance (pipe) dimensions and shape
- Check valve information
- All MS4 features will include owner (either City, FDOT, or private) information if known.

Major Outfall Inventory and Mapping

- All new major outfalls will be analyzed and reviewed with the COJ. ETM will track which major outfalls have been removed or added annually. A major outfall map or shapefile will be created annually as requested by the COJ or FDEP, if requested

Non-Major Outfall Inventory and Mapping

- Non-Major Outfalls. ETM will complete an initial screening of the geodatabase to determine non-major outfall locations. Endwalls, end of open conveyances, and closed conveyances near waterways will be screened as potential non-major outfalls. Major outfall parameters will also be screened out. The remaining potential non-major outfalls will be reviewed individually by ETM (up to 20% will be reviewed during this amendment).

Task 1.B - MLM Division Database Update

The MLM Division is responsible for routine maintenance (mowing, litter removal, and vegetation management/spraying) of roadside and off-road ditches, conveyance swales, MS4 ponds, and City-owned parcels. To support effective maintenance of these MS4 structures, ROW's, and public lands, ETM will:

- Ditch update. Add any new roadside and outfall ditches to be cleaned/re-graded by SWAT crews and/or cleaned as part of the Outfall Ditch Cleaning Project to the MLM Division's Application database as directed by the MLM Administrator.
- Ponds update. Update and add to the MLM Division's Application, City ponds posted to the NPDES GIS database (Task 1.A) and/or transferred to the MLM Division for routine maintenance as requested by MLM.
- Contractor Schedules. Review and update all MLM Division contractor maintenance schedules for Fiscal Year 2024/25. If a contractor review is required, then final receipt of MLM Contractor schedules review will be no later than September 1, 2024. Coordination with the MLM Administrator and contractors will be required to complete this task. Any contractor discrepancies (quantities, additions, deletions, and nomenclature) with the provided MLM asset list and schedule form will be sent to the MLM Administrator for review. Additional assets added or deleted throughout the year will also require the contractor to provide schedules to ETM and the MLM Administrator. Additional work for cycle changes for assets from the previous year will be charged to Task 6C. MLM Reimbursables Task
- Contractor Schedule Check. ETM will configure the FY23/24 schedules to comply with MLM specifications.

TASK 2 – Stormwater Management Plan (SWMP) Update and Permit Required Reports

The NPDES Permit requires that the SWMP be updated as needed to reflect changes in City standard operating procedures and/or resource allocation.

Task 2.A - SWMP Update (Smart Book)

ETM will update the SWMP "Smart Book" which compiles all the related reports, documents, and procedures concerning the SWMP. ETM will also insert new plans and reports submitted to the FDEP as well as updated and new SOPs implemented by the City during FY23/24.

Task 2.B - NPDES Cycle 4 Year 7 (C4Y7) Annual Report Preparation Support

- Assist with Annual Report. ETM will assist the City NPDES Coordinator with the collection of data maintained by various City departments. ETM will work with the City NPDES Coordinator to analyze, and format the data as well as draft supporting text for the following NPDES C4Y7 Annual Report Sections:
 - Section II Major Outfall Inventory
 - Section IV Fiscal Analysis
 - Section VII Stormwater Management Program
 - Part III.A.1 Structural Controls and Stormwater Systems Operations
 - Part III.A.3 Roadways - Street Sweeping and Nutrient Reduction Calculation
 - Part III.A.4 Flood Control Projects
 - Part III A.7.c Illicit Discharges and Improper Disposal
 - Part III A.7.g Limitation of Sanitary Sewer Seepage

The collection, analysis and summarizing of data for all sections of the NPDES C4Y7 Annual Report form not listed in Task 2.B above will be completed by the City NPDES Coordinator or authorized representatives.

- **Inspection Batch Closing (City SWAT and Outfall Ditch Cleaning programs).** ETM will batch create and batch close inspections for City SWAT and Outfall Ditch Cleaning projects as requested by the City for C4Y7 time period so they may be included in the inspection count for the NPDES C4Y7 Annual Report due March 2024.
- **Inspection Batch Closing (City As-built and Markups).** ETM will batch create and batch close inspections for City As-builts and Markups within a week or two after rectifying and posting the GIS information in the OpenGov Application.
- **FDOT MS4 Structures.** In addition to the above, ETM will, in accordance with the City's inter-agency agreement with FDOT District 2, forward to the FDOT NPDES Administrator an updated count of MS4 structures within the City's MS4 jurisdiction and IDDE inspection information. This will assist FDOT in the completion of some sections of the FDOT C4Y7 Annual Report.

Task 2.C – Tributaries I & II BMAP Annual Report (FY 22/23) Preparation Support

The City is required to submit, by January 15, 2024, a status report summarizing planned, ongoing, and completed activities/projects for the tributaries I and II listed for the LSJR BMAP for the period since submittal of the most recent annual report.

- ETM will assist the City NPDES Coordinator with the preparation of the Tributaries I and II BMAP Annual Report for the period October 2022 through September 2023 (FY22/23)
- ETM will geocode CIP projects that can be included in this report.

The City NPDES Coordinator and PWD Engineering Division Chief or their authorized representative(s) are responsible for the addition and update of Stormwater Capital and DSR projects underway and completed as required in the instruction documentation provided by the FDEP. This information will be forwarded to ETM by the City for inclusion in the report.

Task 2.D – Ribault River and Strawberry Creek Bacteria Pollution Control Plan (BPCP) Status Reports for C4Y7
Ribault River and Strawberry Creek BPCP Status Reports. ETM will assist the City NPDES Coordinator with the preparation of the Ribault River and Strawberry Creek Bacteria Pollution Control Plan status reports for C4Y7 (October 2022 to September 2023). More specifically ETM will, in coordination with the City NPDES Coordinator, assemble necessary data and prepare an activity table for each report summarizing the following for the reporting year:

- EQD proactive and reactive IDDE, private lift station, and water quality complaint inspections and investigations.
- RWSM proactive and reactive maintenance activities.
- Septic tanks phased out during the current reporting year.
- FDOH of Duval County septic tank inspections and enforcement actions, and JEA's SSO response and maintenance activities. This data will be obtained by the City and forwarded to ETM.

The preparation of water quality monitoring trend analysis narrative along with related tables and maps will be completed by EQD staff.

TASK 3 – SWMP Assessment Program Implementation

The City submitted an updated SWMP Assessment Program Plan with their NPDES C4Y4 Annual Report in March 2021. The City is currently waiting for approval of this Plan. ETM will continue to assist City staff with the implementation of the FDEP-approved SWMP Assessment Program.

Task 3.A – SWMP Assessment Annual Report Preparation Support for C4Y7

ETM will assist the City NPDES Coordinator with the preparation of the NPDES C4Y7 SWMP Assessment Annual Status Report as defined from the FDEP-approved plan.

More specifically ETM will:

- Assemble and analyze all rainfall data and prepare draft narrative benchmark EMC text.
- Prepare draft narrative text for each of the following SWMP Assessment Key Performance Indicators (KPI's).
 - KPI 1 - MS4 Capital Improvement and Retrofit Projects Completed
 - KPI 2 - Septic Tank Phase Out
 - KPI 3 - Maintenance Activities Undertaken
 - KPI 4 - Load Reductions Achieved through Street Sweeping, Roadway Litter Removal, and Inlet Cleaning
 - KPI 5 - Structural Control Inspection Findings and Follow-up Maintenance

The City's water quality monitoring staff, at the direction of the City NPDES Coordinator will:

- Utilize long-term and current permit reporting year water quality monitoring data to summarize current permit year water quality sample results and the long-term water quality trend for each of the SWMP Assessment Program's focus waterbodies.
- Assemble data and prepare narrative text for KPI 6 – BMP Effectiveness.

TASK 4 – Permit Administration Application Technical Support

The purpose of this task is for ETM to provide user and technical support of the inspection and permit administration applications, dashboards, and reports during FY23/24.

Task 4.A – MAXIMO Extract Refinement

With the assistance of PWD MAXIMO (TIVOLI) support staff, ETM will, on an approximately quarterly basis, extract and geocode the drainage-related work orders. The geocoded work orders will enable ETM to assess and report MS4 maintenance activity and effectiveness.

- Summarize and update SWAT accomplishments.
- Consolidate work order data for the NPDES C4Y7 Annual Report and Ribault River and Strawberry Creek BPCP Annual Status Reports, and SWMP Assessment Annual C4Y7 Report.
- Analyze and format extracted MAXIMO (Tivoli) data to support PWD special project reporting and presentation needs.
- Download, analyze and format daily rainfall data from NOAA.

As in prior years, preparation and updated Maximo (TIVOLI) extract scripts and related documentation will be completed by City staff.

Task 4.B – Technical Support & Systems Administration

Maintain Web -based Applications. ETM will perform the following to maintain the web-based platforms:

- Maintain the inspection applications and MS4 viewer in the web-based platforms (OpenGov and ETM's Esri GIS Mapping Tool).
- Address and city minor configuration requests and updates from the City.
- Site information such as WBID name and number, CPAC, Council District, etc. will be populated for new IDDE, private lift stations, and HRF assets on a monthly basis.
- Add information to Task or Asset drop down menus as requested by the City.
- Correct non-reoccurring, incorrectly entered, data from the inspectors as directed by the City.
- Create layers as directed by the City.
- Provide contour data for requested areas as directed by the City.
- Creation, deactivation, and general administration of user accounts at the direction of the City.
- Update Application manuals as needed.

All technical support requests will be forwarded to ETM by the appropriate City functional group manager/supervisor via email. The email forwarded will include a description of the issue and related screen shots of the problem encountered if needed.

ETM will respond to all technical support requests within 24 hours of receipt. ETM will resolve technical issues in a timely manner but cannot commit to resolving all technical support requests within 24 hours.

ETM is not responsible for resolving connectivity or performance issues caused by City or FDOT District 2 owned or maintained desktop and notebook PCs, local area networks, routers, air cards, or web site access restrictions.

TASK 5 – Project Management

Task 5-A -Project Management

ETM is responsible for the preparation and distribution of monthly status reports to the project stakeholders. The status report will summarize work in progress, describe work completed and in progress as well as outstanding issues that may impact timely completion of work authorized in this amendment. Other project management responsibilities include the following:

- The general day to day coordination and supervision of the ETM and sub-consultant project team.
- Preparing for and attending program status and other meetings as requested and scheduled by the City Engineer, the City NPDES Coordinator or their authorized representative.
- Meetings with RWSM, EQD, MLM, and PWD to review work in progress and resolve issues that may impede the completion of the work as described in this scope of services.
- Assist with preparation for and participate in bi-monthly PWD/EQD coordination meetings and quarterly executive briefings.
- Interface with appropriate FDEP personnel on NPDES Permit requirements.

Task 6 – Reimbursable Services

The purpose of the reimbursable services, Tasks 6A through 6C is to enable the City Project Manager, City NPDES Coordinator, and RWSM, MLM and EQD Division Chief(s) to authorize ETM to provide NPDES Permit special project services on an as-needed basis.

Budget amounts allocated to each reimbursable service task (6.A, 6.B, and 6.C) can be redistributed as deemed necessary by the City NPDES Coordinator or authorized representative.

ETM will prepare and submit to the requesting department/division's authorized representative and the City NPDES Coordinator a statement of work and cost estimate for each special project request requiring more than 40 hours of labor to complete. For requests that require less than 40 hours of labor to complete, email or meeting correspondence between ETM and the City authorized representative will be used to authorize and document the work to be performed.

New Staff Training and Layer Set Up in OpenGov Application or ETM Mark-up Mapping Tool to Reimbursable Task.

- ETM will add, delete, and replace users to the City Applications as requested during the contract period. Additional OpenGov users will NOT be an additional cost the City. Ongoing OpenGov training for new City staff will be billed at an hourly rate under Reimbursable Services.
- ETM will add, delete, and replace users to the Esri accounts as requested during the contract period. Any Esri licensing costs for additional users (above the existing 70 users) will be a prorated cost, billed to the Reimbursables Tasks at time of order. Renewal of that Esri license will be applied to the following years contract.
- ETM will also provide initial user training and support for new City software application users as directed by the City during the contract amendment period.
- New settings and automations will be added and revised with regard to new users.
- Layers and screen dashboards will also be created for new users during the contract amendment period.

After the initial training, the City is responsible for assessing and maintaining integrity of all inspection findings and other data entered into the database by City staff and associated with each inspection type within the software platform.

Reimbursable services authorized may include but are not limited to the following:

Task 6.A - PWD NPDES Permit Special Project Requests

- Maps and related structure excel files to support SWAT crew field activities.
- SWAT accomplishment mapping and reports.
- Creation of City Council, public meeting, and other special purpose reports or presentation maps.
- Funding of certification and annual refresher level training courses for PW staff or any other COJ Division staff not listed. Courses to be conducted by FSA or other state certified trainer.
- Special purpose MAXIMO (TIVOLI) work order history/trend reports and maps.
- Perform upgrades to the existing inspection application as directed by RWSM.
- Prepare enhancement layers or gadgets to use in the OpenGov Application.
- Assist with update of SOPs associated with RWSM.
- Prepare Street Sweeping map updates.

Task 6.B - EQD NPDES Permit Special Project Requests

- Creation of City Council, public meeting, and other special purpose reports or presentation maps.
- Funding of certification level and annual refresher training courses of EQD staff. Courses to be conducted by FSA or other state certified trainer.
- Perform upgrades to the existing inspection application as directed by EQD.
- Prepare enhancement layers or gadgets to use in the OpenGov Application.
- Assist with the update of SOPs associated with EQD.
- Integration support of maintenance requests responses from the MyJax platform complaint system back to the OpenGov Application.

- Drone services for inspection of waterways or outfalls.
- Provide field personnel for inspection services if needed.
- Perform CCTV services of storm systems.
- Assistance with the BMAP Mainstem Wastewater plan.
- Assist the COJ with catch basin identification and inspection procedures.

Task 6.C - MLM Division NPDES Permit Special Project Requests

- Creation of City Council, public meeting, and other special purpose reports or presentation maps.
- Perform upgrades to the existing inspection application as directed by MLM.
- Prepare enhancement layers or gadgets to use in the OpenGov Application.
- Assist with update of SOPs associated with MLM.
- Training MLM personnel on the mobile application for the OpenGov Application.
- MyJax platform complaint system integration into the Mowing Inspection platform to trigger mowing services.
- Funding of certification level and annual refresher training courses of MLM staff. Courses to be conducted by FSA or other state certified trainer.

Task 6.D - Direct Expenses

Direct expenses include costs associated with asset management application licensing fees, transportation, reproduction, printing, shipping, and hard copy data extracts.

- OpenGov license fees
- Esri License fees
- Transportation, shipping, reproduction and hard copy data extract fees.

**Contract Fee Summary Format for Public Works Department
City of Jacksonville, Florida**

PART I - General				
1. Project NPDES Engineering & Permit Administration Amendment I			2. Proposal Number/Contract P-03-22/ Contract 70224-23	
3. Name of Consultant England-Thims & Miller, Inc.			4. Date of Proposal Revised 11/7/2023	
PART II - Labor Related Costs				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal-in-Charge	\$ 105.77	5	\$ 528.85	
Client Manager		0	\$ 0.00	
Project Manager	\$ 67.23	1040	\$ 69,919.20	
Senior Engineer	\$ 66.85	0	\$ 0.00	
Engineer	\$ 57.06	25	\$ 1,426.50	
Senior Programmer	\$ 56.42	1076	\$ 60,707.92	
GIS Programmer	\$ 35.00	355	\$ 12,425.00	
GIS Analyst	\$ 31.25	72	\$ 2,250.00	
GIS Technician	\$ 21.88	1690	\$ 36,977.20	
Clerical	\$ 29.83	88	\$ 2,625.04	
Total Direct Labor		4351		\$ 186,859.71
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	200 % x Total Direct Labor			\$ 373,719.42
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ 560,579.13
8. PROFIT: Labor Related Costs (Item 7) x 10%				\$ 56,057.91
PART III - Other Costs				
9. Miscellaneous Direct Costs				
Transportation			\$ 0.00	
Reproduction			\$ 0.00	
Shipping			\$ 0.00	
Provide Data Extracts and Maps to Other Agencies			\$ 0.00	
			\$ 0.00	
Sub-total Miscellaneous Direct Costs			\$	\$ -
10. Subconsultants				
Tasks 1-5 Subconsultant - Four Waters Engineering, Inc. (JSEB)			\$ 125,000.00	
Subconsultants Sub-total			\$ 125,000.00	\$ 125,000.00
Total Lump Sum Amount (Items 5, 6, 8, 9 and 10)				\$ 741,637.04
11. Reimbursable Service Costs - Limiting Amount				
Task 6A - PWD NPDES Special Project Requests			\$ 23,500.00	
Task 6B - EQD NPDES Special Project Requests			\$ 23,500.00	
Task 6C - MLM Division NPDES Special Project Requests			\$ 30,000.00	
Task 6D - Application Platform fees, other direct costs, shipping			\$ 128,000.00	
Sub-total Reimbursable Services				\$ 205,000.00
PART IV - Summary				
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)				\$ 946,637.04
12. Prior Contract Amount				\$ 922,140.28
Amended Amount of Contract				\$ 1,868,777.32

COJ NPDES Engineering and Permit Administrative Services for FY23/24, submittal 11/7/23	
Task	Cost
TASK 1 - MS4 Inventory Update and Maintenance	\$ 419,473.45
Task 1.A - MS4 Inventory Update	\$ 388,401.97
Task 1.B - MLM Division Database Update	\$ 31,071.48
TASK 2 - Stormwater Management Plan (SWMP) Update and Reports	\$ 70,621.01
Task 2.A - SWMP Update (Smart Book)	\$ 16,999.29
Task 2.B - NPDES Cycle 4 Year 7 Annual Report Preparation Support	\$ 22,673.70
Task 2.C - Tributaries I & II BMAP Annual Report Preparation Support for FY22/23	\$ 8,859.47
Task 2.D - Ribault River & Strawberry Creek BPCP Status Reports,	\$ 22,088.55
TASK 3 - SWMP Effectiveness Assessment Program Implementation	\$ 22,779.50
Task 3.A - SWMP Annual Status Assessment Report Preparation Support	\$ 22,779.50
TASK 4 - Permit Administration Application and Technical Support	\$ 69,686.93
Task 4.A - MAXIMO Extract Refinement	\$ 18,072.29
Task 4.B - Technical Support & Systems Administration	\$ 51,614.64
TASK 5 - Project Management	\$ 159,076.15
Task 5.A Project Management	\$ 159,076.15
Labor Total Lump Sum	\$ 741,637.04
TASK 6 Reimbursable Services	
Task 6.A - PWD Special Project Requests	\$ 23,500.00
Task 6.B - EQD Special Project Requests	\$ 23,500.00
Task 6.C - MLM Division Special Projects	\$ 30,000.00
Task 6.D. Miscellaneous Direct Costs	\$ 128,000.00
Reimbursable Services Total	\$ 205,000.00
Total Lump Sum + Reimbursables	\$ 946,637.04

Labor hour amounts do not include subconsultant hours. Subconsultant costs for this Amendment are listed under Task 1A and Task 5A.

EBO FORM 1
SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Name of Proposer: England Thims and Miller, Inc.

Project Title: NPDES Engineering & Permit Administration FY23/24 Amendment 1

Proposal Number: P-03-22, Contract Total Base Proposal Amount (if applicable): \$ 946,637.04


***Please list all JSEBs first**

Full Company Name	JSEB Category (African-American, Women, Asian, Native American, Non-MBE or Hispanic)	Type of Work to be Performed	Total Contract Value or Percentage
Four Waters Engineering, Inc.	Women	MS4 Database update	\$125,000.00
AE Engineering, Inc.	African American	Inspection, CEI	TBD
Alpha Envirotech Consulting, Inc.	Women, Asian	Environmental Consulting	TBD

Attach additional list of subcontractors/sub-consultants as needed

CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES	
African-American Participation Total	
Hispanic-American Participation Total	
Native-American Participation Total	
Asian-American Participation Total	
Woman Participation Total	\$125,000.00
Non-MBE Participation Total	\$ 0.00

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature of Proposer: 

Print Name: Juanitta Clem

Title: Executive Vice President Date: November 7, 2023



City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works
214 N. Hogan St., 10th Floor
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

A NEW DAY.

MEMORANDUM

TO: Dustin Freeman, Chairperson
Professional Services Evaluation Committee

THRU: Nina Sickler, P. E. *Nina Sickler*
Director of Public Works

FROM: Robin Smith, P. E., Chief
Engineering and Construction Management Division
Robin Smith

Tom McKnight, Manager, Construction Management Section
Engineering and Construction Management Division *Tom McKnight*

SUBJECT: Request for Proposals – RFP NO. P-47-23
Construction Engineering & Inspection Services for Belfort Road Improvements
from AC Skinner Parkway to Gate Parkway

DATE: December 5, 2023

'23 DEC 12 AM 9:34:41

Please take appropriate action to issue the attached Request for Proposals (RFP) for subject professional services.

The following information is furnished as required by the Ordinance Code and Procurement Department Regulations:

1. The general purpose of these services is stated in the accompanying RFP.
2. The objective of this request is to make available professional services as stated in the RFP.
3. The services shall be performed in accordance with negotiated time schedules.
4. The cost of these services is estimated at approximately \$900,000.
5. These services will not duplicate prior or existing work.
6. There are no current or prior services directly related to this request.
7. Coordination has been completed between the pertinent Divisions of the Department of Public Works for proper utilization of these services.
8. The Department of Public Works does not have the in-house capabilities to provide these services.

9. A subcommittee composed of Robin Smith, P. E., Chief, Engineering and Construction Management Division, 255-8710; and Tom McKnight, Manager, Construction Management Section, Engineering and Construction Management Division, 255-8744, is assigned to review submittals for this RFP.
10. Internal Services administrative costs should be charged to Account No. PWEN011AD.
11. Funding will be identified at the time purchase orders are issued for these services.
12. All firms who have expressed an interest in furnishing Professional Engineering Services as detailed in the RFP should be mailed a notice of this RFP.
13. The subcommittee members assigned to this RFP have read and understand the Procurement Administrative Code dated April 2022.
14. Three (3) weeks is believed to be sufficient time for interested parties to respond to this RFP.

We certify the contents of this memorandum are correct and true to the best of our knowledge.

Attachments: Request for Proposals
Risk Management Approval (sent by e-mail)
EBO Approval (sent by e-mail)

cc: Tammy Duggan, PW Contracts and Finance Manager
Lori West, Contract Specialist