

**PUBLIC NOTICE  
AGENDA  
PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING**  
Thursday December 03, 2020, 10:00 a.m.  
Eighth Floor, Conference Room 851  
Ed Ball Building, 214 N. Hogan Street  
Jacksonville, FL 32202

Committee Members: Gregory Pease, Chairman  
Randall Barnes, Treasury  
David Migut, OGC

Subcommittee Members	ITEM #	TITLE & ACTION	MOTION	CONTR EXP	OUTCOME
Marlene Russell Jordan Elsbury	P-44-20	Approval to Proceed with Evaluation of Proposals Received State Government Relations Consultant Office of the Mayor	That the committee approves proceeding with the evaluation of the two (2) proposals received in accordance with Section 126.302(f) of the Procurement Manual.		
Thomas Ossi Kenneth Lathrop	P-48-20	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-SA-19-1 for State of Florida IT Contract-Staff Augmentation Services per Purchasing Code 126.309 with one or more of the Contractors identified in Exhibit 'B' by: Incorporating the attached Contract identified as Exhibit 'A'; incorporating the Contract Fee sheet set forth at <a href="https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/information_technology_staff_augmentation_services2">https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/information_technology_staff_augmentation_services2</a> incorporating Contractors List identified as Exhibit 'B' providing a not-to-exceed amount of \$80,640.00 for the service; and providing a period of service from December 7, 2020 through June 6, 2021. All other terms and conditions are per the City's standard contract language.		
Robin Smith Melissa Long	P-36-16	Contract Amendment No. 6 NPDES Engineering and Permit Administration Services - Annual Contract Department of Public Works/Engineering & Construction Management Division	That Contract No. 6398-23, originally executed December 26, 2016, between the City and England-Thims & Miller, Inc., for NPDES Engineering and Permit Administration Services- Annual Contract be amended to incorporate the attached Scope of Services identified as Exhibit M and Contract Fee Summary identified Exhibit N; to exercise the second and final renewal option extending the period of service to December 25, 2022 with no renewal option remaining; and to increase the lump-sum amount for NPDES Engineering and Permit Administration Services by \$750,088.84 to a new limit of \$4,185,226.50 and to increase the not to exceed limits for: PWD Special Project Requests by \$30,000 to a new limit of \$95,900; EQD Special Project Requests by \$34,000 to a new limit of \$89,000.00 and M&LM Division Special Project Requests by \$25,000.00 to a new limit of \$223,535.05; thereby increasing the maximum indebtedness to the city by \$839,088.84 to a new limit of \$4,593,661.55; with all other terms and conditions of the agreement remaining unchanged.	12/25/20	
Eric Fuller Nikita Reed	P-21-20	Subcommittee Report (Deferred 11/05/20) Contamination Assessment & Remediation Services - Annual Contract Department of Public Works/Engineering & Construction Management Division	It is the consensus of the committee that of the twelve (12) proposals received responding to the Request for Proposal (RFP) all were found to be responsive interested, qualified, and available, to provide the required services. The ranking of first and a tie for second designates the order of qualification of these companies to perform the required services and alphabetically they are: 1. Aerostar SES, LLC 2. Geosyntec Consultants, Inc.. 2. Terracon Consultants, Inc. We recommend the above list is forwarded to the Mayor for final selection so that fee and contract negotiations may begin with Aerostar SES, LLC., the number one ranked firm.		

MEETING ADJOURNED:

cc: Council Auditor      Subcommittee Members





## OFFICE OF MAYOR LENNY CURRY

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### MEMORANDUM

November 23, 2020

**TO:** Greg Pease, Chairman  
Professional Services Evaluation Committee (PSEC)

**FROM:** Jordan Elsbury, Chief of Staff  
Marlene Russell, Director of Organizational Effectiveness

**RE:** P-44-20 – State Government Relations Consultant

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The Mayor's Office received only two (2) submittals for the State Government Relations Consultant REP.

Per Section 126.302(f) of the Procurement Code if:

"PSEC receives responses from less than three proposers, it shall resolicit proposals from proposers previously solicited and from additional persons, unless it determines, in writing that no advantage would be obtained by resoliciting. Notwithstanding the number of responses received, PSEC may proceed to consider those proposers responding to the resolicitation or to the initial solicitation if it determines, in writing, that no advantage would be obtained by resoliciting."

We believe resoliciting would not net any additional responses, since the original solicitation was sent to firms that could and have responded in the past. The Mayor's Office is requesting approval to proceed with the evaluation of the two (2) responses received.

Thank you for your consideration.



INFORMATION TECHNOLOGIES DIVISION



**DATE:** November 24, 2020  
**TO:** Greg Pease, Chief of Procurement Division  
**THRU:** Kenneth E. Lathrop, Chief of Information Technologies / CIO  
**FROM:** Thomas Ossi, Technology Contract and Records Manager  
**RE:** PSEC Request for Piggybacking the State of Florida Information Technology Staff Augmentation Services Contract

<b>Kenneth E. Lathrop</b>	Digitally signed by Kenneth E. Lathrop Date: 2020.11.24 16:39:34 -0500'
<b>THOMAS OSSI</b>	Digitally signed by THOMAS OSSI Date: 2020.11.24 15:51:49 -0500'

*P-42-20*

The Information Technologies Division (ITD) requests approval to piggyback the State of Florida (State) Information Technology Staff Augmentation Contract No. 80101507-SA-19-1 (Contract). The State Contract was competitively procured by the Department of Management Services (DMS) via Request for Proposal (RFP) 15-80101507-SA-D for Information Technology Staff Augmentation Services.

The State awarded 243 contractors on the State Contract. Each contractor submitted hourly pricing for the various IT services. The hourly rates for these services are divided into approximately 284 variants based on job title and experience level. The full listing of rates is posted at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_contracts\\_and\\_agreements/state\\_term\\_contracts/information\\_technology\\_staff\\_augmentation\\_services?](https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/information_technology_staff_augmentation_services?)

Once PSEC approval is obtained, the process for selecting an IT staff augmentation contractor will be the same as previously awarded on P-42-17:

1. ITD will (i) specify the job title, total hours required, and the education/experience level needed for each position it needs to fill, and (ii) identify at least five (5) contractors from the State authorized contractors list to obtain resumes and prices.
2. The Procurement Division will solicit contractor companies to submit resumes and hourly rates. ITD will review the responses and select the contractor that provides the best value to the City based on qualifications and hourly rate.
3. Once a vendor is selected, ITD will (i) work with the Office of General Counsel to prepare a contract referencing the State contract and PSEC award.

ITD Management recommends the period of services begin on December 7, 2020, and continue through June 7, 2021. The total contract maximum indebtedness requested for this award is \$80,640.00.

Funding Source: 53106.113002.565220.000638

Your favorable consideration of ITD's request is appreciated.

**Attachments:** Apex Systems, LLC of Virginia Contract No. 80101507-SA-19-1  
State of Florida Authorized Contractors List

**CC:** Elizabeth Brown, IT Operations Manager  
Alexander Ciprian, IT Contract Administrator

**FINANCE AND ADMINISTRATION DEPARTMENT**

214 N. Hogan St. 9<sup>th</sup> Floor | Jacksonville, FL 32202 | Phone: 904.255.8000 | Fax: 904.232.6932



**State Term Contract  
No. 80101507-SA-19-1  
Information Technology Staff Augmentation Services**

**Between Florida Department of Management Services and APEX SYSTEMS, LLC OF VIRGINIA**

This Contract is between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and APEX SYSTEMS, LLC OF VIRGINIA (Contractor).

The Contractor submitted a responsive Proposal to the Department's Request for Proposal (RFP) 15-80101507-SA-D for Information Technology Staff Augmentation Services. After evaluation of Proposals, the Department determined that the Contractor's Proposal is among those that are the most advantageous to the State of Florida and has decided to enter into this Contract.

Accordingly, the Department and Contractor agree as follows:

**1. Contract Term**

The Contract Term of this Contract for Information Technology Staff Augmentation Services will be for two (2) years with no renewals. Section 2.2 of the Contract Exhibit C, Special Contract Conditions, is superseded in its entirety by this section of the Contract. The Contract Term will begin on September 1, 2020, or the date of the last signature on this Contract, whichever occurs later.

**2. Contract**

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

This Contract, together with the following attached exhibits and 3<sup>rd</sup> Bid RFP 15-80101507-SA-D, all incorporated by reference, sets forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All exhibits to this Contract are incorporated in their entirety into, and form part of, this Contract. The Contract has the following exhibits:

- a) Contract Exhibit A: Statement of Work
- b) Contract Exhibit C: Special Contract Conditions
- c) Contract Exhibit D: Additional Special Contract Conditions
- d) Contract Exhibit E: Contractor's submitted Staffing Resource Management Plan
- e) Contract Exhibit F: The awarded category pricing from the Contractor's submitted Price Sheet from 3<sup>rd</sup> Bid RFP 15-80101507-SA-D
- f) Contract Exhibit G: Resume Acknowledgement Form
- g) Contract Exhibit H: Contractor Selection Justification Form
- h) Contract Exhibit I: Contractor Performance Survey
- i) Contract Exhibit J: Quarterly Sales Report

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

- a) The Contract
- b) Statement of Work, Contract Exhibit A
- c) Additional Special Contract Conditions, Contract Exhibit D
- d) Special Contract Conditions, Contract Exhibit C
- e) Resume Acknowledgement Form, Contract Exhibit G
- f) Contractor Selection Justification Form, Contract Exhibit H
- g) Contractor Performance Survey, Contract Exhibit I
- h) Quarterly Sales Report, Contract Exhibit J
- i) 3<sup>rd</sup> Bid RFP 15-80101507-SA-D
- j) The awarded category pricing from the Contractor's submitted Price Sheet from 3<sup>rd</sup> Bid RFP 15-80101507-SA-D, Contract Exhibit F
- k) Contractor's submitted Staffing Resource Management Plan, Contract Exhibit E

**3. Purchase Order Requirements**

Information Technology Staff Augmentation Services, identified by the Customer in a Request for Quote, are diverse and routine services that may require any information technology functions and tasks.

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

**4. Amendments**

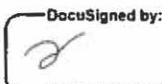
No oral modifications to this Contract are permitted. All modifications to this Contract must be in writing and signed by both parties.

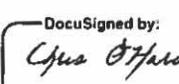
Notwithstanding the order listed in section 2, amendments executed after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

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

**State of Florida:**  
**Department of Management Services**

**Contractor:**  
**APEX SYSTEMS, LLC OF VIRGINIA**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: **Jonathan R. Satter**  
Title: **Secretary**  
Date: **8/7/2020 | 2:49 PM EDT**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: **CHRIS O'HARE**  
Title: **SR. VICE PRESIDENT**  
Date: **8/6/2020 | 4:49 PM EDT**



**State Term Contract  
No. 80101507-SA-19-1  
Information Technology Staff Augmentation Services**

**Contract Exhibit F**

**The awarded category pricing from the Contractor's submitted Price Sheet from 3rd Bid RFP 15-80101507-SA-D**

**APEX SYSTEMS, LLC OF VIRGINIA**

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
Applications Development	1200	Director Systems and Programming	1. Team Leader	\$115.39
			2. Manager	\$128.36
			3. Sr. Manager	\$161.47
	1210	Mgmt. Applications Development	1. Team Leader	\$107.99
			2. Manager	\$126.62
			3. Sr. Manager	\$138.45
	1220	Applications Architect	A. Entry	\$80.04
			B. Intermediate	\$95.09
			C. Advanced	\$109.55
	1230	Enterprise Application Integration (EA) Engineer	No Variance	\$112.26
	1240	Systems Analyst	A. Entry	\$56.00
			B. Intermediate	\$85.00
C. Advanced			\$95.00	
1250	Applications Development Analyst	A. Entry	\$64.35	
		B. Intermediate	\$84.00	
		C. Advanced	\$97.00	
Data Strategy and Management	1400	Database Manager	1. Team Leader	\$112.20
			2. Manager	\$127.50
			3. Sr. Manager	\$132.60
	1410	Data Architect	A. Entry	\$71.40
			B. Intermediate	\$96.90
			C. Advanced	\$127.50
	1420	Data Modeler	A. Entry	\$68.70
			B. Intermediate	\$89.92
			C. Advanced	\$116.08
	1430	Database Analyst	A. Entry	\$78.15
			B. Intermediate	\$94.88
			C. Advanced	\$108.70
1440	Database Administrator	A. Entry	\$66.30	
		B. Intermediate	\$92.00	
		C. Advanced	\$107.10	
Quality Assurance	1600	Mgmt. Quality Assurance	1. Team Leader	\$90.79
			2. Manager	\$107.73
			3. Sr. Manager	\$130.20

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
	1610	Quality Engineering Consultant	No Variance	\$91.80
	1620	Quality Assurance Analyst	A. Entry	\$53.00
			B. Intermediate	\$67.00
			C. Advanced	\$83.00
Technology Research	1801	Manager, Technology Research	No Variance	\$128.80
	1810	Technology Research Analyst	A. Entry	\$72.30
			B. Intermediate	\$89.45
			C. Advanced	\$105.93
Client Technologies	2000	Manager, Client Technologies	1. Team Leader	\$79.50
			2. Manager	\$105.57
			3. Sr. Manager	\$146.57
	2010	Client Technologies Analyst	A. Entry	\$50.59
			B. Intermediate	\$66.37
			C. Advanced	\$80.94
	2020	Client Technologies Technician	A. Entry	\$44.00
			B. Intermediate	\$51.00
			C. Advanced	\$75.00
Customer Support	2200	Mgmt. Customer Support	1. Team Leader	\$66.30
			2. Manager	\$86.70
			3. Sr. Manager	\$120.00
	2210	Customer Support Analyst	A. Entry	\$33.59
			B. Intermediate	\$41.31
			C. Advanced	\$70.93
	2220	Customer Support Technician	A. Entry	\$41.23
			B. Intermediate	\$47.44
			C. Advanced	\$62.28
Network Management	2400	Director, Network Operations	1. Team Leader	\$120.19
			2. Manager	\$135.88
			3. Sr. Manager	\$210.72
	2410	Manager, Network Operations	1. Team Leader	\$80.05
			2. Manager	\$110.09
			3. Sr. Manager	\$150.42
	2420	Network Architect	A. Entry	\$79.99
			B. Intermediate	\$97.28
			C. Advanced	\$110.81
	2430	Network Engineer	A. Entry	\$80.00
			B. Intermediate	\$95.00
			C. Advanced	\$107.00
	2440	Network Analyst	A. Entry	\$55.00
			B. Intermediate	\$70.00
			C. Advanced	\$95.00
	2450	Network Administrator	A. Entry	\$57.06
			B. Intermediate	\$70.17
			C. Advanced	\$81.60
	2460	Network Technician	A. Entry	\$45.90
			B. Intermediate	\$57.00
			C. Advanced	\$62.00
Internet Planning, Eng. & Operations	2600	Mgmt. Internet Operations	1. Team Leader	\$105.00
			2. Manager	\$125.00
			3. Sr. Manager	\$150.42

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
	2610	Internet/Web Architect	A. Entry	\$62.85
			B. Intermediate	\$86.86
			C. Advanced	\$110.38
	2620	Internet/Web Engineer	A. Entry	\$59.86
			B. Intermediate	\$84.69
			C. Advanced	\$107.33
	2630	Web Applications Programmer	A. Entry	\$56.10
			B. Intermediate	\$84.00
			C. Advanced	\$96.90
	2640	Web Designer	A. Entry	\$45.90
			B. Intermediate	\$56.10
			C. Advanced	\$92.00
	2650	Webmaster	A. Entry	\$51.00
			B. Intermediate	\$67.82
			C. Advanced	\$87.95
	2660	Internet/Web Systems Administrator	A. Entry	\$51.00
			B. Intermediate	\$71.40
			C. Advanced	\$86.70
2670	Web Customer Support Specialist	A. Entry	\$49.85	
		B. Intermediate	\$60.27	
		C. Advanced	\$71.60	
Operations	2800	Director, Data Center Operations	No Variance	\$150.98
	2810	Manager, Computer Operations	1. Team Leader	\$76.45
			2. Manager	\$100.32
			3. Sr. Manager	\$142.51
	2820	Supervisor, Computer Operations	1. Team Leader	\$71.24
			2. Manager	\$86.98
	2830	Computer Operator	A. Entry	\$40.00
			B. Intermediate	\$45.59
C. Advanced			\$52.42	
2840	Manager, Capacity Planning	No Variance	\$115.00	
2850	Manager, Production Support	1. Team Leader	\$93.14	
		2. Manager	\$121.51	
2860	Production Support Analyst	A. Entry	\$51.00	
		B. Intermediate	\$59.16	
		C. Advanced	\$80.00	
Telecommunications	3000	Manager, Telecommunication Operations	1. Team Leader	\$90.89
			2. Manager	\$119.27
			3. Sr. Manager	\$148.20
	3010	Telecommunication Engineer	A. Entry	\$50.10
			B. Intermediate	\$73.29
			C. Advanced	\$91.53
3020	Telecommunication Technician	A. Entry	\$51.00	
		B. Intermediate	\$61.20	
		C. Advanced	\$74.46	
Electronic Commerce	3200	Director, Electronic Commerce	No Variance	\$161.00
	3210	Manager, Electronic Commerce	No Variance	\$110.00
	3220	Electronic Commerce Analyst	A. Entry	\$54.68
			B. Intermediate	\$76.78
			C. Advanced	\$100.00

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price	
Business Intelligence Systems Management	3230	EDI Specialist	A. Entry	\$66.30	
			B. Intermediate	\$78.04	
			C. Advanced	\$84.38	
	3400	Director, Data Warehouse	1. Team Leader	\$117.30	
			2. Manager	\$140.00	
			3. Sr. Manager	\$180.00	
		3410	Manager, Data Warehouse	No Variance	\$138.00
		3420	Business Intelligence Analyst	No Variance	\$128.08
		3430	Data Warehouse Analyst	A. Entry	\$70.16
				B. Intermediate	\$85.78
				C. Advanced	\$105.93
		3440	Data Warehouse Administrator	No Variance	\$104.63
		3600	Manager, Decision Support	No Variance	\$117.00
		3610	Decision Support Specialist	A. Entry	\$59.45
				B. Intermediate	\$70.58
	C. Advanced			\$85.01	
	3620	Decision Support Administrator	A. Entry	\$70.97	
			B. Intermediate	\$90.06	
			C. Advanced	\$112.71	
3800	Manager, CRM Technology	No Variance	\$158.00		
4000	Knowledge Engineer	No Variance	\$125.00		
Enterprise Resource Planning (ERP)	4200	ERP Team Lead	No Variance	\$142.89	
	4210	ERP Team Member	No Variance	\$117.93	
	4220	ERP Configurer	No Variance	\$73.72	
	4230	ERP Programmer/Analyst	A. Entry	\$64.00	
			B. Intermediate	\$78.02	
			C. Advanced	\$98.60	
	4240	ERP Systems Support Specialist	No Variance	\$79.10	
	4250	ERP Systems Administrator	No Variance	\$95.34	
4600	Basis/Ale Technical Consultant	No Variance	\$125.00		
Sourcing and Vendor Relationship Management	4800	Chief Sourcing Officer	No Variance	\$153.00	
	4810	Manager IT Procurement	No Variance	\$115.00	
	4820	IT Procurement Specialist	No Variance	\$66.00	
	5000	Manager, Vendor Relationships	1. Team Leader	\$74.46	
			2. Manager	\$99.00	
			3. Sr. Manager	\$137.70	
	5010	Manager, Outsourcing Contracts	No Variance	\$115.00	
	5020	Contracts Manager	No Variance	\$90.00	
	5040	Finance/Administration Specialist	A. Entry	\$60.00	
			B. Intermediate	\$82.00	
C. Advanced			\$107.10		
5200	Technical Advisor	No Variance	\$115.00		
Business Management / Administration	5400	Asset Manager	No Variance	\$91.80	
	5410	Asset Management Administrator	A. Entry	\$48.96	
			B. Intermediate	\$61.20	
			C. Advanced	\$66.30	
	5500	Director, HR/IT	No Variance	\$147.90	
	5600	Manager, HR/IT Staffing	No Variance	\$99.36	
	5610	Technical Recruiter	A. Entry	\$47.94	
B. Intermediate			\$69.36		
C. Advanced			\$93.84		

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
	5620	HR/IT Generalist	A. Entry	\$47.94
			B. Intermediate	\$59.16
			C. Advanced	\$88.74
	5800	Documentation Specialist/Technical Writer	A. Entry	\$48.96
			B. Intermediate	\$64.26
			C. Advanced	\$81.60
	6000	Manager, IT Finance	No Variance	\$122.40
	6100	Director, IT Risk and Compliance	No Variance	\$183.60
6200	Manager, IT Audit	No Variance	\$118.00	
6210	IT Auditor	No Variance	\$92.82	
6400	Business Management Specialist	No Variance	\$96.90	
Training	6600	Manager, Technical Training	1. Team Leader	\$73.44
			2. Manager	\$88.74
			3. Sr. Manager	\$117.30
	6610	Technical Trainer	A. Entry	\$50.00
			B. Intermediate	\$58.14
			C. Advanced	\$74.00
Security Management	6800	Security Manager	1. Team Leader	\$82.31
			2. Manager	\$112.77
			3. Sr. Manager	\$139.13
	6810	Security Analyst	A. Entry	\$58.00
			B. Intermediate	\$77.18
			C. Advanced	\$96.53
	6820	Data Security Specialist	No Variance	\$93.16
6830	Network Security Specialist	No Variance	\$112.59	
6840	System Security Specialist	No Variance	\$86.24	
6850	Web Security Specialist	No Variance	\$97.93	
Business Continuance Management	7000	Manager, Business Continuance	No Variance	\$117.30
	7010	Business Continuance Specialist	No Variance	\$96.90
Product Development	7200	Manager, Product Development	1. Team Leader	\$78.54
			2. Manager	\$98.94
			3. Sr. Manager	\$142.80
	7210	Product Architect	No Variance	\$134.64
	7220	Product Engineer	A. Entry	\$54.06
			B. Intermediate	\$75.48
			C. Advanced	\$103.02
7230	Product Developer	A. Entry	\$65.28	
		B. Intermediate	\$83.64	
		C. Advanced	\$97.92	
Systems Programming & Admin.	7400	Manager, Systems Software	1. Team Leader	\$100.00
			2. Manager	\$120.00
			3. Sr. Manager	\$147.90
	7410	Systems Architect	A. Entry	\$61.00
			B. Intermediate	\$87.00
			C. Advanced	\$112.20
7420	Systems Software Programmer	A. Entry	\$63.00	
		B. Intermediate	\$85.00	
		C. Advanced	\$100.00	

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price		
	7430	Groupware Specialist	A. Entry	\$65.00		
			B. Intermediate	\$88.00		
			C. Advanced	\$96.00		
	7440	Systems Administrator	A. Entry	\$60.00		
			B. Intermediate	\$72.00		
			C. Advanced	\$95.00		
	7450	UNIX System Administrator	No Variance	\$100.00		
7460	Storage Management Specialist	No Variance	\$95.45			
Business Analysis and Planning	7500	Director, Enterprise Architecture	No Variance	\$184.00		
			7600	Manager, IT Business Planning	1. Team Leader	\$100.00
					2. Manager	\$132.60
	3. Sr. Manager	\$144.84				
	7610	Enterprise Architect	No Variance	\$130.56		
	7620	Business Process Consultant	A. Entry	\$52.20		
			B. Intermediate	\$79.27		
			C. Advanced	\$103.26		
	7630	IT Business Consultant	A. Entry	\$57.00		
			B. Intermediate	\$84.00		
			C. Advanced	\$91.00		
7640	Business Analyst	A. Entry	\$53.04			
		B. Intermediate	\$76.50			
		C. Advanced	\$88.00			
7700	Director, Business Relationships	No Variance	\$185.00			
7800	Manager, Customer Relations	No Variance	\$118.65			
Release Management	8000	Configuration Management Analyst	A. Entry	\$55.87		
			B. Intermediate	\$82.00		
C. Advanced			\$86.70			
	8010	Release/Build Engineer	No Variance	\$90.77		
Program Management	8200	Director, Program Management	No Variance	\$178.73		
			8210	Program Manager	1. Team Leader	\$91.80
					2. Manager	\$108.00
	3. Sr. Manager	\$128.00				
	8220	Project Manager	1. Team Leader	\$85.00		
			2. Manager	\$95.00		
			3. Sr. Manager	\$110.00		
8230	Project Leader	A. Entry	\$61.01			
		B. Intermediate	\$91.00			
		C. Advanced	\$105.00			
8235	Project Management Specialist	No Variance	\$78.85			
8240	Resource Manager	No Variance	\$104.04			
Customer Service Hotline	8400	Manager, Customer Service Hotline	No Variance	\$78.11		
			8410	Customer Service Hotline Representative	A. Entry	\$35.70
					B. Intermediate	\$42.00
C. Advanced	\$54.00					
Technical Product Support	8600	Manager, Technical Product Support	1. Team Leader	\$72.43		
			2. Manager	\$83.27		
			3. Sr. Manager	\$95.00		
	8610	Technical Product Support Analyst	No Variance	\$67.00		
	8620	Technical Product Support Specialist	A. Entry	\$36.00		
B. Intermediate			\$52.00			
C. Advanced			\$65.00			



## Contract Exhibit E - Staffing Resource Management Plan

### Section A

Apex Systems (Apex) combines with parent company ASGN Incorporated to form the second largest IT staffing and services firm in the United States and is capable of supporting all of the State of Florida's (State) requirements. Founded in 1995, Apex is a financially sound company with over 20 years of experience providing IT staffing services. With over 70 branches nationally, including five full-service branches in Florida, Apex is also geographically positioned to provide staffing services to the State. Contact information for the local Florida branches that will be servicing the State is listed below.

#### Apex-Jacksonville

4601 Touchton Rd. East  
Building 300, Suite 3205  
Jacksonville, FL 32246  
Phone: 904-446-1920

#### Apex-Miami

1100 Lee Wagner Blvd  
Suite 330  
Fort Lauderdale, FL 33315  
Phone: 654-892-5412

#### Apex-Orlando

11486 Corporate Blvd  
Suite 100  
Orlando, FL 32817  
Phone: 407-264-7001

#### Apex-Tampa

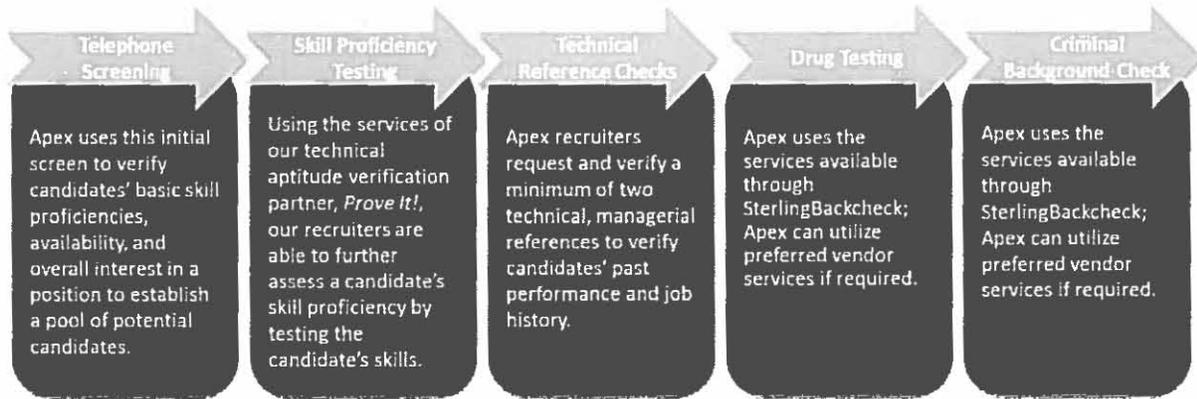
4010 Boy Scout Blvd  
Suite 400  
Tampa, FL 33607  
Phone: 813-281-8800

#### Apex-Pensacola

13 Palafox Place  
Pensacola, FL 32502  
Phone: 205-541-4553

### Providing Qualified Staff

Apex has the necessary policies including our skills expertise and formal review processes to ensure quality service is provided to the State throughout the duration of the engagement. In addition to passing the technical and professional screenings outlined below, Apex's minimum standards for employment also include compliance and background checks.



Apex's thorough screening process, practice areas and our combined 20+ years of IT staffing experience makes Apex the ideal partner to fulfill the State's staffing needs. Our quality program includes four key elements to improve performance:

**Client Partnership**

Apex's Account Manager Hunter Quevedo, as well as a team of recruiters and delivery and executive support will frequently communicate with the State's managers to ensure we are accountable to high levels of service Hunter will also meet with key State stakeholders to formally conduct a business review of pricing and performance metrics as well as solicit feedback for areas of improvement.



**30/30 Formal Review**

After the first 30 days of the assignment and 30 days before the completion of the assignment, Hunter will review performance, satisfaction, and the future needs of the State and our technical professionals. Similar assessments are performed at regular intervals throughout the contract duration.

**Talent Management**

Apex recruiters prepare technical professionals for each assignment. The State's account teams led by Hunter perform frequent face-to-face visits with our technical professionals. Apex technical professionals also receive a same day response to all correspondence via email or phone.

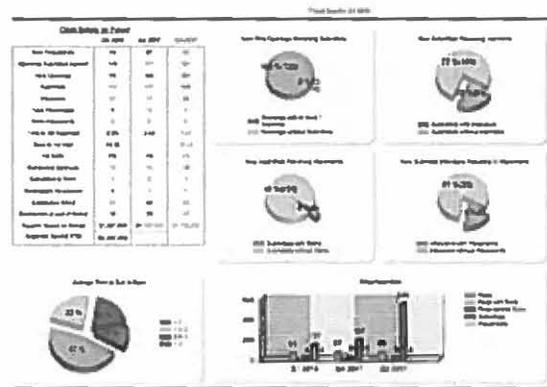


To monitor our performance and ensure that we deliver quality service, we will capture feedback solicited from quarterly business reviews in our customer relationship management tool and report it to the State's stakeholders. Our strategy for successful customer service will be reinforced through centralized training of all new account team members and candidates as well as regular internal communications and refresher trainings. For example, our recruiters and internal employees are consistently being trained on state employee laws and are offered job related skill training throughout the year.

**360° Customer Service**

To execute the State's compliance, legal, reporting, and invoicing requirements, Apex will assign a dedicated team of back office professionals. This disciplined Apex 360° customer service model allows recruiters to focus on the needs of technical professionals while management can focus on the State's needs. To complement our account team, Apex's back office support staff owns the State's administrative, legal, compliance, and invoicing needs. With 360° service, Apex will provide the technical professionals, constant communication, and necessary documentation for you to successfully manage and complete all tasks.

Apex's Total Quality Guarantee ensures that we will provide the State with qualified technical professionals that match both your business requirements and company culture. To ensure customer satisfaction and guarantee accountability to high performance standards, Apex uses state-of-the-art intelligence services to produce custom reports using a personalized scorecard. A personalized scorecard is a valuable vehicle to ensure that Apex is held accountable to our performance in comparison to agreed-upon key performance indicators. By adhering to this totally quality policy, the State account team will manage the recruiting process and employee relations, including non-technical personnel management issues, conflict resolution and technical professional communications. The account manager will meet quarterly with the State's stakeholders to discuss the scorecard, showcase the progress Apex has made as well





as address any concerns the State may have. Every sales report Apex will provide the State will include the contractor's name, the dates of the quarter covered, each customer's name, services provided and the amount paid by the customer. Not only does Apex retain high-performing technical professional, but our proactive approach to total quality management ensures we provide the best value through forward thinking.

### **Employment Screening Process**

Apex's ability to provide the State with qualified staff is also a result of our proactive and thorough screening process followed by all Apex recruiters and account managers. Before we begin the screening process, Apex will first cross check to ensure that the candidate's resume fits the job description given by the State. Our proven screening process allowed us to place over 32,000 technical professionals in 2017 including 322 with various State and Local Government Entities. Apex recruiters are skill focused instead of account focused in order to provide technical expertise to ensure that candidate resumes meet the technical needs of the State. The below outlined screening process illustrates the minimal requirements for employment with Apex. Our screening process includes, but is not limited to, the following:

#### **Telephone Screening:**

Apex uses this initial screen vet to candidates' basic skill proficiencies, availability, and overall interest in a position to establish a pool of potential candidates.

#### **In-Person Interview:**

During this interview, our technical recruiter and/or technical screener will evaluate the candidate's technical aptitude, professional demeanor, and overall commitment to the proposed assignment. Our interview criteria can be customized to meet any additional requirements of the State, to include any pre-screening questions the State would like included in our in-person interview.

#### **The State's Resume Self Certification Form (Exhibit G):**

During our in-person interview, our account team and technical team will also thoroughly inform the candidate of the State's Resume Self Certification Form (Exhibit G). The account manager will then have the candidate sign Exhibit G as confirmation of the candidate's resume



accuracy and consent to release information to the State. The signed Exhibit G form will be presented to the State concurrently with the candidate's resume.

**Skill Proficiency Testing:**

Using the services of our technical aptitude verification partner *Prove It!*, our recruiters are able to further assess a candidate's skill proficiency. Apex uses our skill proficiency tests to validate the knowledge and experience of the candidate. Our skill proficiency testing allows a candidate to demonstrate a candidate's experience and skill set level prior to submission to the State.

**Technical Reference Checks (Employment Verification):**

Apex requests a minimum of two technical, managerial references to verify candidates' past performance and job history.

**Education Verification:**

Apex uses the services available through Sterling to verify that the candidate received a degree, certificate or diploma.

**Drug Testing:**

Apex uses the services available through Sterling BackCheck; however, we will be happy to utilize the State's preferred vendor if required.

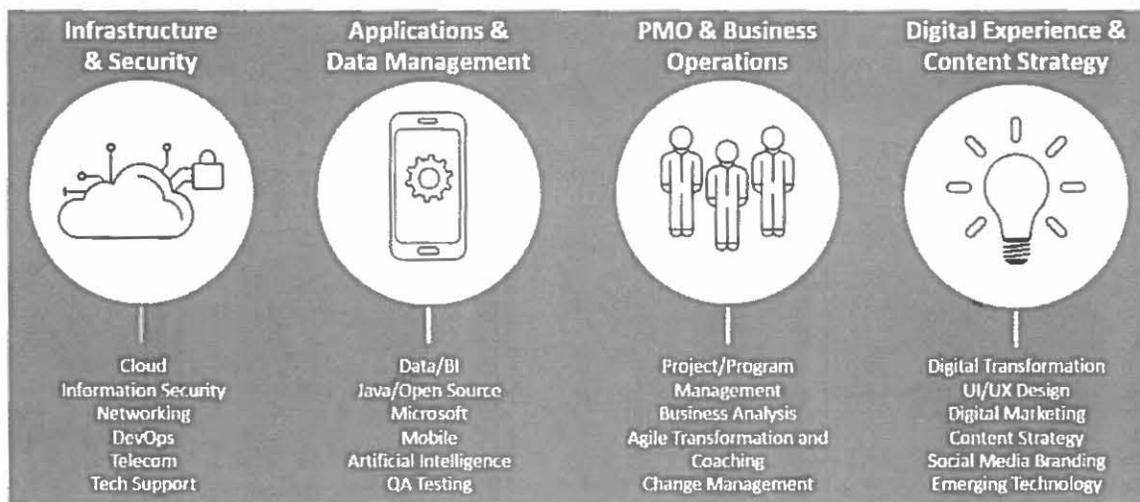
**Criminal Background Checks:**

Apex uses the services available through Sterling BackCheck; however, we will be happy to utilize the State's preferred vendor if required.

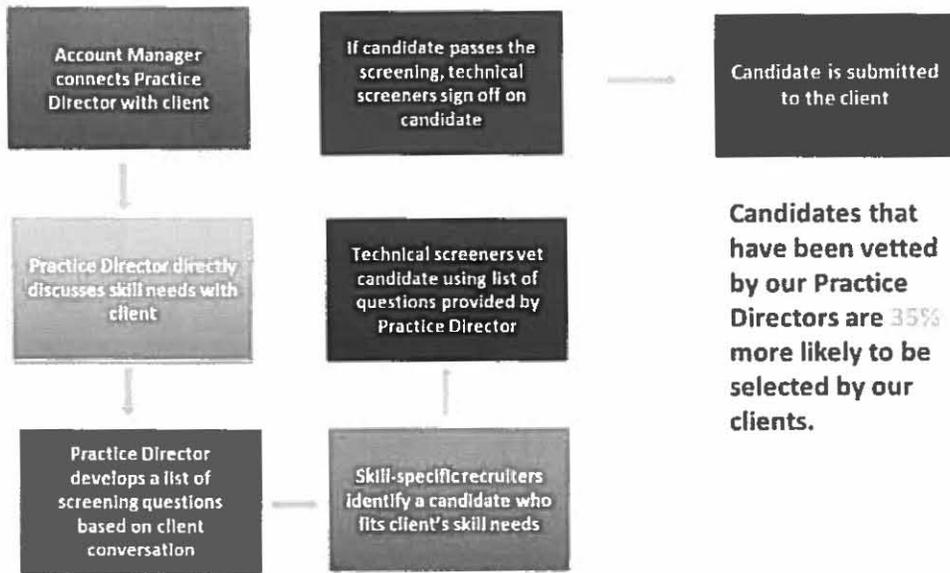


## Apex Selection Process

One of Apex's significant differentiators in the screening, evaluation and selection process is our skills expertise practices. With the national reach and qualification of our Skills Expertise Practices, the State will receive qualified candidates across all It skill categories. These Practices source candidates on a national basis for in-demand skills such as Information Security, Big Data and Agile. Each Practice Director is a subject matter expert who works with our skill-focused recruiters to develop sourcing strategies and technical screenings. Our four core skill areas are listed below:



When a requirement is received from the State for a highly technical resource, the account team will forward the requirement to the appropriate Practice Director for qualification. The Practice Director will then assist the local recruiting team by offering specific advice and screening questions in order to fully evaluate the candidates' technical abilities. Once a candidate is identified and has passed the initial screening, the Practice Director assigns a technical screener, who then conducts an in-depth interview with the candidate to verify that the candidate meets the State's Requirements.



These practices drive Apex's efforts to stay current with the latest technology requirements across the United States. As a result of using industry and skill expertise practices, Apex's fill ratios have improved by 15% when using technical screening. Candidates that have been vetted by our practice teams are 35% more likely to be selected by our clients.

### Operational Formula

Apex Systems is a financially sound company that has been providing staffing services for over 20 years.

Apex has proactive pipeline of over six million candidates, a customized State of Florida pipeline, dedicated local account team with local skill-based recruiters, market knowledge and experience working with similar clients. Apex can offer the State of Florida national reach and support from over 800 skill-based recruiters and practice directors, allowing Apex to quickly provide quality submittals within 24-72 hours depending on the type of requirement.

We are committed to providing the highest level of service to our clients and contract team members. Our staffing and services go beyond basic services. We work with candidates to identify their skills and experience, partner with our clients to understand their needs, and provide long-term support throughout the assignment. Our experience and customer service has allowed for the following awards since 2017:



Apex won Inavero's 2018 Best of Staffing® Client & Talent Wards; this was the 2<sup>nd</sup> year winning Best of Staffing Talent Satisfaction and the seventh year in a row Apex has received the Best of Staffing Client Satisfaction Award.



### **Remedying for Performance Issues**

Hunter will meet with the State hiring managers on a weekly basis based upon each manager's schedule. Once a technical professional is on assignment, continuous contact from our local account team provides an opportunity to discuss performance, overall satisfaction, and resolve any potential issues. All appropriate feedback is then provided to the State and the technical professional(s).

Hunter will also request bi-quarterly meetings for feedback, pricing, and performance metrics with key State stakeholders. A formal setting grants the State and Apex the opportunity to review current performance results, set future performance metrics, and plan for forthcoming hiring surges. Furthermore, Apex incorporates a 30/30 formal review, as described in the sidebar to the left, to measure the quality of our services and track project performance.

As an IT staffing firm, we use these processes to ensure an open model of communication. If the hiring manager is not satisfied in any way with a technical professional, we will take the appropriate actions that include, but are not limited to:

- ▶ **Coaching:** Formal meeting with technical professional to discuss issues and create a timeline to reevaluate performance in one to two weeks.
- ▶ **Decision to replace technical professional:** In the instance that we decide it would be best to replace the technical professional, we will continue to have them work until a backfill is identified. Typically, the turnaround time for replacement is 48-72 hours; however, maintaining a State of Florida pipeline of candidates will expedite this process
- ▶ **Termination:** based on circumstances, we will immediately escort the consultant offsite.

Apex's solution to manage non-performing temporary workers is to find an immediate replacement within 24 hours at no cost to the State. Our goal is to make the transition as seamless as possible. If, for some reason, our technical professional quits, is terminated, or requires a



leave of absence, Apex will take the following steps to ensure that a replacement is quickly identified and placed onsite:

- 1 Utilize our candidate database of prescreened, readily available candidates
- 2 Ramp-up recruiting on a local, regional, and national scale if necessary
- 3 Assist the State with interviewing and prescreening as needed
- 4 Conduct orientation for new resource's on-boarding to ensure all paperwork is complete and accurate
- 5 Conduct training to ensure new technical professional is familiar with all of the State's systems and regulations

### **Information Security Protocols**

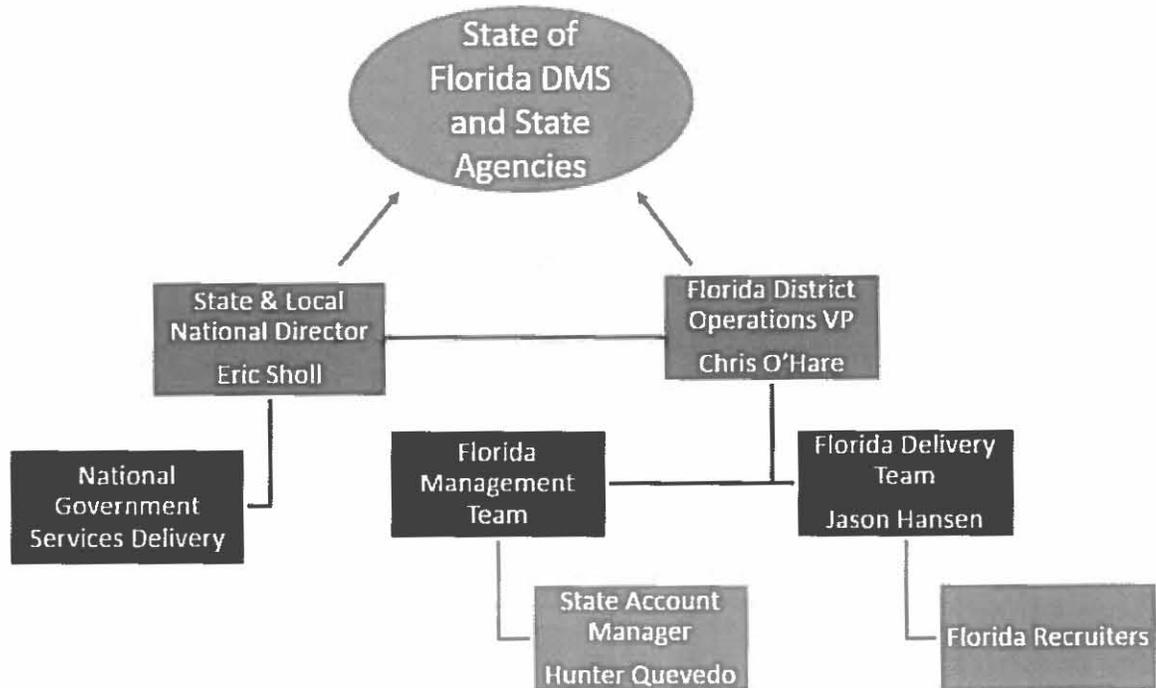
Apex has a documented Information Security Program and Policy. However, since Apex will be providing on-site staffing support, we will not have any access to any systems, applications nor data belonging to the State. Apex will inform all candidates of the State's information security protocols. We also have standard procedures ensuring the returning of proprietary information and property by the contractor at the end of an assignment. Apex will also offer any security training to our contractors as requested by the State to help ensure the protection of confidential information.

Apex looks forward to furthering our partnership with the State by providing staff augmentation support. With Apex as your local expert in the IT contingent labor industry, the State can have confidence that, as your business partner, our focus is to help you accomplish the goal of having best in class IT talent. Our past performance providing proven talent allows Apex to immediately begin sourcing candidates that best match your requests. Apex will continue to deliver skilled technical professionals for the State utilizing our skill-focused recruiting methodology, through screening process, and best practice approach to ensure the State's satisfaction.



## Section B

Apex Principal Personnel supporting the State can be seen below.



### Account Manager-Hunter Quevedo

Hunter Quevedo, Orlando Account Manager, has over two years of experience working with clients in Central Florida including county governments and public school systems. Hunter has placed over 80 technical professionals in his time at Apex, including nearly 40 with State and Local government entities such as Florida county government entities and FDOT. Hunter earned his Bachelor's degree from Colorado State University.

### Vice President of Operations, Principal-Chris O'Hare

Chris is the Vice President of Operations for Apex's Florida District. In his 14+ year career with Apex, Chris has successfully served several key positions including over seven years as based out of Baltimore as a local Technical Recruiter, Sr. Account Manager and for three of those years as a National Account Director for a large national government



integrator, growing it to Apex's largest government services client during this time. This was followed by over three years based out of Boston, managing all operations and personnel for Apex's New England District, which included Apex's Boston's Commercial and Federal operations along with the Rhode Island office. During this time, the New England District team experienced revenue growth of nearly 100%

Over the last two and a half years Chris has served as VP of Operations based out of Tampa, FL. Chris has responsibility for Apex's Florida District which is comprised five physical operations located in Ft. Lauderdale, Tampa, Orlando, Pensacola and Jacksonville, a team of six managers, and over 55 recruiting and account management professionals focused on servicing and growing a portfolio of over 110 clients and over 500 contract employees.

**Executive Director of National Accounts, Government Services-Eric Sholl**

As the Executive Director of National Accounts, Eric Sholl will serve as the point of contact to manage various field offices throughout Florida. He will handle the strategic oversight from a state level perspective. Eric will align all of our Florida branch offices to support the State and leverage our footprint throughout Florida for all locations. Eric will continue to work directly with Account Manager Hunter and the Florida Account and Delivery Teams to ensure service excellence for The State.

Throughout his career, he has helped establish valuable relationships with clients, such as State, Local and Education Industry accounts, as well as multiple government services systems integrators that have provided support to the State of Florida. Eric joined Apex in 2006 as a technical recruiter focusing on IT, Engineering and Government Services, where he was a valuable and productive asset and leader. Following several successful years as an Account Executive, Eric was again promoted to his current position responsible for business development and overall account management for specific Government Service portfolio accounts, such as State/Local, Federal Government, systems integrators, and DOD. Over the past 12 years, Eric has been a valuable team member and is well versed in the trends and factors that impact The State.

**Practice Directors**

Apex practice directors will assist in validating our candidates' technical experience. Information about key practice directors can be seen below.



### **Richard Stanley**

Richard Stanley has specialized in the Java programming language and web-based technologies for over 12 years. His technical specialties include systems architecture, data persistence/replication, system integration and multithreading. Richard acts as Apex's advisor, trainer and subject matter expert regarding Java technologies. He currently manages the Java practice group with over 30 technical recruiters and screeners dedicated to finding the top tier Java architects and developers.

### **Rob Burns**

Rob Burns is the Practice Director of our newest skill practice, Information Security. As a former CSO, Rob joins Apex having built multiple IT Risk Management practices for enterprise organizations around the country. We expect Rob's 20 years of IT/Security experience to enhance our capabilities as a leading provider of Information Security talent, while also continuing to establish partnerships with top security solution vendors.

As the leader of our Information Security practice, Rob develops competitive strategies to effectively build and maintain a strong candidate community and is responsible for enabling our Infrastructure & Security-focused recruiters to successfully place professionals with the right skills at the right time.

### **Additional Account Support**

Apex will provide the following additional account support to the State:

- ▶ Senior Delivery Manager II, Jason Hansen
  - Jason Hanson directly oversees Apex's four delivery teams for the Florida District and will be accountable for ensuring candidate delivery for all of the State's staffing needs.
  - Jason's distinguished career with Apex spans over 11 years entirely based in Florida. He started his career as Technical Recruiter in 2007 in the Tampa office, where he quickly rose to one of the top recruiters in the state, earning several awards including Founder's Club and a promotion to Sr. Professional Recruiter. In 2013, Jason was promoted to Sr. Delivery Manager for the four delivery teams across the Florida District. During his tenure as Sr. Delivery Manager and Sr. Delivery Manager II his team's client and contractor satisfaction scores are some of the highest in the company and as a result the District revenue has nearly doubled during this time.



- 
- Jason earned his Bachelor's from Florida State University and currently resides in Tampa, FL.
  - ▶ Team of local and national skill-focused recruiters
  - ▶ Team of Subject Matter Experts to assist with vetting candidates

**Information Technology Staff Augmentation Services  
Contract No. 80101507-SA-19-1**

**CONTRACT EXHIBIT A**

**STATEMENT OF WORK**

**Section 1. Contract Deliverables**

The Contractor shall provide information technology staff augmentation services, including comprehensive management of staff, as set forth in this Contract. The term "staff" refers to the temporary staff provided by the Contractor to render information technology services identified by Customers, but that staff shall not be deemed an employee of the State or deemed to be entitled to any benefits associated with such employment.

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. 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.

The Department's intent is for Contractor's information technology staff to provide services closely related to those described in the Job Family Descriptions document. Detailed scopes of work, specific requirements of the work to be performed, and any requirements of staff shall be provided by the Customer in a Request for Quote. The Contractor shall possess the professional and technical staff necessary to allocate, outsource, and manage qualified information technology staff to perform the services requested by the Customer. The Contractor shall provide Customers with staff who must have sufficient skill and experience to perform the services assigned to them.

All of the information technology staff augmentation services to be furnished by the Contractor under the Contract shall 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. The Contractor shall provide, at its own expense, 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.

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

**Section 2. 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 I), to be completed by Customers on a quarterly basis. Such measures will allow the Department to better track Contractor(s) 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).

**Information Technology Staff Augmentation Services  
Contract No. 80101507-SA-19-1**

**CONTRACT EXHIBIT C**

**SPECIAL CONTRACT CONDITIONS**

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**In accordance with Rule 60A-1.002(5), 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 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 suspension. Examples of a reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any active or new purchase orders. Within ninety (90) calendar days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

#### **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 and require correction within a specified time, otherwise the Contract will terminate at the end of such time; 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:

(a) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those which are similar in size, scope, and terms. Contractor must annually submit an affidavit from an authorized representative attesting that the Contract is in compliance with this clause.

(b) 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 detail sufficient 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. If applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than twelve (12) months.

### **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

Florida Department of Management Services  
Information Technology Staff Augmentation Services – 3<sup>rd</sup> Bid  
RFP No. 15-80101507-SA-D

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 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 any and all prior agreements between the Parties.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested; reputable air courier service; email; personal delivery; or as otherwise 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 provided in a separate writing to the Contractor upon Contract signing in the following format:

Jane Doe  
Address  
Telephone #  
Email

In the event that 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 provided in a separate writing to the Department upon Contract signing in the following format:

Jane Doe  
Florida Department of Management Services  
Information Technology Staff Augmentation Services – 3<sup>rd</sup> Bid  
RFP No. 15-80101507-SA-D

<Insert Contractor name>  
<Insert Contractor's physical address>  
Telephone: (XXX) 555-XXXX  
Email: jane.doe@business.gmail.com

In the event that 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 Reporting.

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](mailto:osdinfo@dms.myflorida.com).

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 Department 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 <http://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 <http://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.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

### **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 any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any 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 Chapters 605 through 623, 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 the 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 the Discriminatory Vendor List during the term of the Contract.

### **5.5 Contractor Certification.**

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

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

#### 5.7 Inspection.

Section 215.422, F.S., provides that agencies have five (5) working days, unless the Contract specifies otherwise, to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also limited according to section 215.422, F.S.

### **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 Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto: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.

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

#### 6.4 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. 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.

#### 6.7 Time is of the Essence.

Time is of the essence regarding each and every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

#### 6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

#### 6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

#### 6.10 Cooperative Purchasing.

Agencies wishing to make purchases under this Contract are required to follow the requirements of section 287.042(16) or 287.057(3) (b), F.S., and rule 60A-1.045, F.A.C. These provisions require

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the Department to determine that the requesting agency's use of the Contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, government entities may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Non-Customer purchases are independent of the Contract between the Department and the Contractor. The Department is not a party to any transaction between the Contractor and any purchaser.

## **SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION**

### **7.1 Workers' Compensation Insurance.**

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

### **7.2 General Liability Insurance.**

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include the State of Florida as an additional named insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor must submit via email, to the Department's contract manager, insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department and provide Department notice of any cancellation or nonrenewal at least ten (10) calendar days prior to cancellation or nonrenewal.

### **7.3 Indemnification.**

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's

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employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

## **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.**

### **8.1 Public Records.**

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with the Contract.

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 CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

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.

## 8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

## 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

## 8.4 Intellectual Property.

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

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

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

## **SECTION 9. DATA SECURITY AND SERVICES.**

### 9.1 Duty to Provide Secure Data.

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The Contractor will maintain the security of State of Florida data including, but not limited to, a secure area around any displayed visible data. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

#### 9.2 Warranty of Security.

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

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

The Contractor must notify the Department and the Customer as soon as possible, in accordance with the requirements of section 501.171, F.S., if applicable, and in all events within one (1) business day in the event Contractor discovers any data is breached, any unauthorized access of data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of data occurs, or of any credible allegation or suspicion of a material violation of the above. This notification is required regardless of the number of persons or type of data affected. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of information that was subject to the unauthorized access and acquisition.
- (c) The type and number of entities who were, or potentially have been affected by the breach.
- (d) The actions taken by the Contractor to protect the data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

#### 9.3 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's and the Customer's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30)-minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Customer, an alternate time for the call will be scheduled. Contractor must share all available information on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department and Customer with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business

hours, the Contractor must notify the Department's and the Customer's Contract Manager and in all events, within one business day.

#### 9.4 Indemnification (Breach of Warranty of Security).

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

#### 9.5 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

### **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

#### 10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

#### 10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

#### 10.3 Communications.

Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements which concern the Contract or its subject matter, disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract, or use any statement attributable to the Department or its employees. Public statements include press releases, publicity releases, promotions, marketing materials, corporate communications, or other similar communications. The Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

### **SECTION 11. CONTRACT MONITORING.**

#### 11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

#### 11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor. The correction must be made within a time-frame specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies.

### 11.3 Liquidated Damages.

The Contractor will promptly notify the Department or the Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### 11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of

acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **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 this 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 State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

### **12.2 Payment Audit.**

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### **13.1 Background Check.**

The Department or Customer may require the Contractor and its employees, agents, representatives, and subcontractors to provide fingerprints and be subject to such to conduct background checks as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department or Customer for each person during the term of the Contract.

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### 13.2 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes
- (b) Information technology crimes;
- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

#### **SECTION 14. INFORMATION TECHNOLOGY.**

The following applies to all contracts for information technology commodities and contractual services. "Information technology" is defined in section 287.012(15), F.S., to have the same meaning as provided in section 282.0041, F.S.

##### **14.1 Limitation of Liability.**

For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$250,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to backup data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Department may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due to the Contractor under any contract with the State.

##### **14.2 Information Technology Standards.**

Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the agency in furtherance of its efforts to comply with AST standards, established in Title 74, F.A.C., as applicable.

**Information Technology Staff Augmentation Services  
Contract No. 80101507-SA-19-1**

**CONTRACT EXHIBIT D**

**ADDITIONAL SPECIAL CONTRACT CONDITIONS**

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## **1. Electronic Invoicing (eInvoicing)**

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

### **1.1 Commerce eXtensible Markup Language (cXML)**

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

### **1.2 Electronic Data Interchange (EDI)**

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

### **1.3 Purchase Order Flip via Ariba Network (AN)**

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

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

## **2. Purchasing Card (P-card) Program**

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

## **3. Subcontracts**

Section 6.1 of the Special Contract Conditions is superseded in its entirety by this Subcontracts section. 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 selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Contractor must provide the Customer with the names of any subcontractor considered for work on a purchase order issued under this Contract. The Customer shall retain the right to reject any of Contractor's or subcontractor's staff whose qualifications or performance, in the Customer's judgment, are insufficient. The Contractor agrees to be responsible for all work performed and all expenses incurred by the subcontractor while performing work under this contract. Any

subcontract arrangements must be evidenced by a written document available to the Department or Customer upon request.

The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Customer in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor. The Contractor agrees that neither the Department nor the Customer shall be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the Customer and the Department against such claims.

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

#### **4. Business Review Meetings**

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

#### **5. Ethical Business Practices**

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

#### **6. Delays and Complaints**

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

#### **7. Insurance, Loss Deductible**

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

#### **8. Insurance, Subcontractor's Public Liability and Property Damage**

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

#### **9. Performance and Payment Bonds**

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

## **10. Contract Revisions**

Notwithstanding Contract Exhibit C, Special Contract Conditions section 6.9, the following types of revisions can be made to the Contract without a formal Contract amendment, upon written notice:

Revisions by the Contractor:

- 1) Contractor's Information and Contacts
- 2) Contractor's Contract Manager

Revisions by the Department:

- 1) Department's Contract Manager
- 2) Department's Quarterly Sales Report (Contract Exhibit J)
- 3) Contractor Performance Survey (Contract Exhibit I)

Contract Exhibit C, Special Contract Conditions section 6.9, applies to all other modifications to the Contract.

## **11. Contractor Employee Conduct**

The Contractor's employees 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.

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

## **12. Contractor Security Clearance**

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

## **13. Request for Quotes**

**13.1** Customers needing information technology staff augmentation services will create a Request for Quote (RFQ) eQuote event in MFMP Sourcing, 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.

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

**13.3** The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. 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.

**13.4** All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQ's on this contract. Customers who do not utilize MFMP will create a RFQ document each time they desire to solicit information technology staff augmentation

services and shall send the RFQ document electronically via email to at least (8) awarded Contractors.

**14. Resume Acknowledgement Form**

When submitting a response to an RFQ the Contractor shall submit with its response a completed and signed Resume Acknowledgment Form (Contract Exhibit G) to the Customer for each staff augmentation person included in the RFQ response.

**15. Quarterly Contractor Performance Reporting**

Customers shall complete a Contractor Performance Survey (Exhibit I) for each Contractor on a Quarterly basis. Customers will electronically submit the completed Contractor Performance Survey(s) to the Department Contract Manager no later than the due date indicated in Contract Exhibit D, Section 17, Additional Special Contract Conditions.

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

**16. Quarterly Sales Reports**

The Contractor agrees to submit a completed Contract Quarterly Sales Report, Contract Exhibit J, to the DMS Contract Manager as set forth below. A MS Excel version of the Contract Quarterly Sales Report will be provided by the Contract Manager prior to the first reporting period and upon any revisions to the form.

The Contractor will submit the completed Sales Report forms by email in a MS Excel Format to the Department Contract Manager no later than the due date indicated in Contract Exhibit D, Section 17, Additional Special Contract Conditions. Submission of these reports is considered a material requirement of this Contract and the Contractor.

The Contract Quarterly Sales Report will include all sales (orders) from Customers received (associated with this Contract) 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. If no orders are received during the reporting period, the Contractor must submit a Contract Quarterly Sales Report indicating that there was no activity.

Failure to provide quarterly sales reports, including those indicating no sales, within ten (10) calendar days following the end of each quarter is considered as Non-Performance by the Contractor.

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

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

**17. Quarterly Reporting Timeframes**

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

- Quarter 1 - (July-September) – Due by October 10
- Quarter 2 - (October-December) – Due by January 10
- Quarter 3 - (January-March) – Due by April 10
- Quarter 4 - (April-June) – Due by July 10

#### **18. Purchase Order Duration**

Purchase orders issued pursuant to this State Term Contract must be received by the Contractor no later than close of business on the last day of the Contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the Contract's terms and conditions. Purchase orders received by the Contractor after close of business on the last day of the State Term Contract's term shall be considered void.

Purchase orders for a one-time performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the State Term Contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the State Term Contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the State Term Contract by more than twelve months. However, if an extended pricing plan offered in the State Term Contract is selected by the Customer, the Contract terms on pricing plans shall govern the maximum duration of purchase orders reflecting such pricing plans.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the State Term Contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a State Term Contract if the underlying contract expires prior to the effective date of the renewal.

#### **19. Background Check**

Section 13.1 of the Special Contract Conditions is superseded in its entirety by this Background Check section. The Department or Customer may require the Contractor to conduct background checks as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department or Customer for each person during the term of the Contract.

#### **20. E-Verify**

Section 13.2 of the Special Contract Conditions is superseded in its entirety by this E-Verify section. The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of

the Contract. In order to implement this provision, the Vendor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

**Information Technology Staff Augmentation Services  
Contract No. 80101507-SA-19-1**

**CONTRACT EXHIBIT G**

**RESUME ACKNOWLEDGEMENT FORM**

Each staff augmentation person provided by the Contractor to render information technology services identified by a Customer shall sign this form acknowledging the accuracy of their experience and all other information within their resume before beginning staff augmentation services under this Contract. Completed Resume Acknowledgement Forms shall be submitted with the Contractor's response to Customer's RFQs (see Section 14 of the Contract Exhibit D, Additional Special Contract Conditions).

In submitting a resume for staff augmentation services under this Contract, the staff augmentation person acknowledges that the information in his/her resume is true, correct, complete, and made in good faith. If the resume contains any omissions, falsifications, misstatements, or misrepresentations regarding education, work ability, experience, employment history, or fitness for employment, the staff augmentation person understands that he/she may be disqualified as a contract employee for the State of Florida and that the matter may be reported to the appropriate agency or law enforcement personnel.

The signature on this form will constitute a statement in writing made to a public servant in the performance of his or her official duty. In accordance with section 837.06, Florida Statutes, a person making false official statements knowingly made with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree. The staff augmentation person further acknowledges that he/she understands that there may be civil or criminal penalties for misrepresenting pertinent information in connection with contract positions, including, but not limited to, penalties available under sections 287.133 and 817.566, Florida Statutes.

\_\_\_\_\_  
Print Full Legal Name of Staff Augmentation Employee

\_\_\_\_\_  
Staff Augmentation Employee's Signature

\_\_\_\_\_  
Date

**Information Technology Staff Augmentation Services  
Contract No. 80101507-SA-19-1**

**Contract Exhibit H**

**CONTRACTOR SELECTION JUSTIFICATION FORM**

Customers must complete this Contractor Selection Justification Form for each candidate selected to provide services to the Customer and must attach all completed forms to the purchase order issued to the Contractor providing such candidate.

Date: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Contractor's Contact Information: Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Candidate's Name: \_\_\_\_\_

Date Candidate will be available: \_\_\_\_\_

Hourly rate of candidate: \$ \_\_\_\_\_

Position candidate selected for: \_\_\_\_\_

Justification for selection of candidate:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agency: \_\_\_\_\_ Division/Section/Unit: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Information Technology Staff Augmentation Services  
Contract No. 80101507-SA-19-1

CONTRACT EXHIBIT I

CONTRACTOR PERFORMANCE SURVEY

Note: This is an example of the questions contained in the Contractor Performance Survey. The actual survey will be provided in electronic form. Customers shall complete this Contractor Performance Survey for each Contractor on a Quarterly basis. Customers will electronically submit the completed Contractor Performance Survey(s) to the Department Contract Manager no later than the due date indicated in Section 17 of Contract Exhibit D, Additional Special Contract Conditions.

Contractor's Name: \_\_\_\_\_ Quarter: \_\_\_\_\_

Purchase Order (PO) Number: \_\_\_\_\_ PO Total \$ Amount: \_\_\_\_\_

PO Starting Date \_\_\_\_\_ Ending Date \_\_\_\_\_

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

**Quality of Service**

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

**Cost Control**

- 3. Accuracy and control of estimated costs to complete work 3  2  1
- 4. Timely submission of accurate and complete invoices 3  2  1

**Timeliness of Performance**

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

**Business Relations**

- 7. Effectively communicated with Customer management & staff 3  2  1
- 8. Staff was professional, cooperative & flexible 3  2  1

**Customer Satisfaction**

- 9. Overall Satisfaction with Contractor 3  2  1

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_

Customer: \_\_\_\_\_ Division/Section/Unit: \_\_\_\_\_

Rater's Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Rater's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

## Rating Definitions

### Excellent (3)

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

### Acceptable (2)

- Minimal non-conformances that do not impact achievement of contract requirements.
- Cost issues that do not impact achievement of contract requirements.
- Delays that do not impact achievement of contract requirements.
- Responses to inquiries, technical, service, and administrative issues are usually effective and responsive.

### Poor (1)

- Non-conformances are compromising the achievement of purchase order requirements.
- Cost issues are compromising performance of purchase order requirements.
- Delays are compromising the achievement of purchase order requirements.
- Responses to inquiries, technical, service, and administrative issues are not effective or responsive.

---

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

## CONTRACT EXHIBIT J

### Quarterly Sales Report

### Contract #80101507-SA-19-1

Contract 80101507-SA-19-01  
 Contractor

Total Orders:	0
Total Sales:	\$0.00
Total Ref Cost:	\$0.00
Total Savings Amount:	\$0.00
Total Savings Percent:	#DIV/0!

	Order Count	Total Sales
State Agency	0	\$0.00
Cities & Counties	0	\$0.00
Schools K-12	0	\$0.00
Colleges & Universities	0	\$0.00
Other	0	\$0.00

Reporting period:

Order Date	Purchase Order Number / Card Transaction Number	Customer (Ordering Entity)	Customer Type	United Nations United Nations Standard Products and Services Code (UNSPSC)	Standard Product Code (UPC or GTIN)	Description	Job Title Number	Job Family	Quantity	Unit of Measure	Unit Price	Total Price
												\$0.00



# Contractor Informatic

## Information Technology Staff Augmentation Services

Contractor Name	FEIN	Website	
22ND CENTURY TECHNOLOGIES, INC.	22-3502121	<a href="http://www.tscti.com/">http://www.tscti.com/</a>	T
3K TECHNOLOGIES, LLC	02-0604148	<a href="https://www.3ktechnologies.com/">https://www.3ktechnologies.com/</a>	KI
4 BEST BUSINESS CORP.	54-2093754	<a href="http://www.4bbcorp.com/">http://www.4bbcorp.com/</a>	A
4 CORNER RESOURCES, LLC	20-3042688	<a href="http://www.4cornerresources.com/">http://www.4cornerresources.com/</a>	PI
4CI, INC.	75-2869552	<a href="http://www.4ci-usa.com/">http://www.4ci-usa.com/</a>	M
A.B. CLOSING CORPORATION D/B/A KAVALIRO	06-1681440	<a href="http://www.kavaliro.com/">http://www.kavaliro.com/</a>	R
AAJ COMPUTER SERVICES, INC. D/B/A OZ	65-0762524	<a href="http://www.followoz.com/">http://www.followoz.com/</a>	K
ABACUS STAFFING AND SERVICES CORPORATION	20-2060203	<a href="http://www.abacusservice.com/">http://www.abacusservice.com/</a>	N
ACARA SOLUTIONS, INC.	16-0852507	<a href="http://www.acarasolutions.com/">http://www.acarasolutions.com/</a>	M
ACCENTURE LLP	72-0542904	<a href="http://www.accenture.com/">http://www.accenture.com/</a>	SL
ACE INFOTECH LLC.	45-4198692	<a href="http://www.aceinfotech.us/">http://www.aceinfotech.us/</a>	AJ
ACEAPPLICATIONS, L.L.C.	59-3704632	<a href="http://www.aceapplications.com/">http://www.aceapplications.com/</a>	CC
ADO STAFFING, INC.	13-2610512	<a href="http://www.modis.com/us">http://www.modis.com/us</a>	EF
ADVANCE DIGITAL SYSTEMS INC.	20-1405737	<a href="http://www.advanceddigitalsys.com/">http://www.advanceddigitalsys.com/</a>	AS
ADVANCED SYSTEMS DESIGN, INC.	59-1923316	<a href="http://www.asd-web.com/">http://www.asd-web.com/</a>	M
AECOM TECHNICAL SERVICES, INC.	95-2661922	<a href="http://www.aecom.com/">http://www.aecom.com/</a>	AF
ALLTECH CONSULTING INC.	59-3617038	<a href="http://www.alltechconsulting.com/">http://www.alltechconsulting.com/</a>	CH
ALLUVION STAFFING, INC.	59-3650999	<a href="http://www.alluvion.com/">http://www.alluvion.com/</a>	PH
ALPHAPRIMETECH INC.	47-2520832	<a href="http://www.alphaprimetech.com/">http://www.alphaprimetech.com/</a>	SL
AMZUR TECHNOLOGIES, INC.	73-1720999	<a href="http://www.amzur.com/">http://www.amzur.com/</a>	PF
AP PROFESSIONAL SERVICES, INC.	20-5907614	<a href="http://www.approfessional.com/">http://www.approfessional.com/</a>	SH
APEX SYSTEMS, LLC OF VIRGINIA	54-1773546	<a href="http://www.apexsystems.com/">http://www.apexsystems.com/</a>	HL
APTUDE, INC.	36-4412850	<a href="http://www.aptude.com/">http://www.aptude.com/</a>	KA
ARDENT TECHNOLOGIES INC.	31-1692371	<a href="http://www.ardentinc.com/">http://www.ardentinc.com/</a>	RA
ARNAMY, INC.	22-3963865	<a href="https://www.arnamy.com/">https://www.arnamy.com/</a>	DA
ARRATI INCORPORATED D/B/A TEXCELVISION	20-2376737	<a href="http://www.texcelvision.com/">http://www.texcelvision.com/</a>	SH
ASCLEPIUS SOLUTIONS INC	20-0479591	<a href="http://www.asclepius.net/">http://www.asclepius.net/</a>	AM
ASHBAUGH & ASSOCIATES, INC.	37-1344275	<a href="http://www.ashbaugh-inc.com/">http://www.ashbaugh-inc.com/</a>	SH
ASK IT CONSULTING INC.	80-0280990	<a href="http://www.askitc.com/">http://www.askitc.com/</a>	Ni
ATLANTIX PARTNERS LLC	81-2810859	<a href="http://www.atlantixpartners.com/">http://www.atlantixpartners.com/</a>	W
AUREUS TECH SYSTEMS, LLC	30-0503918	<a href="http://www.aureustechsystems.com/">http://www.aureustechsystems.com/</a>	SH
AURORA CONSULTING INC.	26-1288479		SU
AVCO CONSULTING, INC.	04-3481560	<a href="http://www.avcoconsulting.com/">http://www.avcoconsulting.com/</a>	SU
BAPTISTE FAMILY GROUP INC D/B/A TRUE CYCLE CONSULTING	47-4591574	<a href="http://www.truecycleconsulting.com/">http://www.truecycleconsulting.com/</a>	DE
BAY SYSTEMS, INC.	59-3227351	<a href="http://www.bay-systems.com/">http://www.bay-systems.com/</a>	SH



# Contractor Informatic

## Information Technology Staff Augmentation Services

Contractor Name	FEIN	Website
BEACON HILL STAFFING GROUP, LLC	04-3496741	<a href="http://www.beaconhillstaffing.com/">http://www.beaconhillstaffing.com/</a>
BEACON SYSTEMS, INC	20-3600514	<a href="http://www.beacongov.com/">http://www.beacongov.com/</a>
BRANDT INFORMATION SERVICES, LLC	59-2800373	<a href="http://www.brandtinfo.com/">http://www.brandtinfo.com/</a>
BUSINESS INFORMATION TECHNOLOGY SOLUTIONS.COM, INC.	59-3622436	<a href="http://www.abtsolutions.com/">http://www.abtsolutions.com/</a>
BUSINESS INTEGRA TECHNOLOGY SOLUTIONS, INC.	41-2019304	<a href="http://www.businessintegra.com/">http://www.businessintegra.com/</a>
CAMBAY CONSULTING, LLC	46-1124952	<a href="https://www.cambaycs.com/">https://www.cambaycs.com/</a>
CAMBRIA SOLUTIONS, INC.	20-0281492	<a href="http://www.cambriasolutions.com/">http://www.cambriasolutions.com/</a>
CAPITAL TECHNOLOGY PARTNERS, LLC.	20-3394363	<a href="http://www.captech-partners.com/">http://www.captech-partners.com/</a>
CGI TECHNOLOGIES AND SOLUTIONS INC.	54-0856778	<a href="http://www.cgi.com/">http://www.cgi.com/</a>
CHANDRA TECHNOLOGIES, INC.	04-3644212	<a href="http://www.chandratech.com/">http://www.chandratech.com/</a>
CHERRYROAD TECHNOLOGIES INC.	20-5084389	<a href="http://www.cherryroad.com/">http://www.cherryroad.com/</a>
CIBER GLOBAL, LLC	82-1518220	<a href="http://www.ciber.com/">http://www.ciber.com/</a>
CLOUD CONSULTING SERVICES, INC.	27-3959947	<a href="http://www.cloudconsultingservicesinc.com/">http://www.cloudconsultingservicesinc.com/</a>
CLOUD NAVIGATOR, INC. D/B/A ISC	59-3030550	<a href="http://www.cloudnav.com/">http://www.cloudnav.com/</a>
CNC CONSULTING, INC.	22-3400677	
COGENT INFOTECH CORPORATION	32-0083904	<a href="http://www.cogentinfo.com/">http://www.cogentinfo.com/</a>
COGNOSANTE, LLC	68-0121468	<a href="https://cognosante.com/">https://cognosante.com/</a>
COHERENT STAFFING SOLUTIONS, LLC	47-1506845	<a href="http://www.coherentstaffingsolutions.com/">http://www.coherentstaffingsolutions.com/</a>
COMPASS SOLUTIONS OF WASHINGTON DC, LLC	52-2317248	<a href="http://www.compasscentral.com/">http://www.compasscentral.com/</a>
COMPUTER AID, INC.	23-2180878	<a href="https://cai.io/">https://cai.io/</a>
COMPUTER TRAINING & CONSULTING, LLC	20-1944407	<a href="http://www.ctcfl.com/">http://www.ctcfl.com/</a>
CONSULTIS OF BOCA RATON, INC.	65-0139720	<a href="http://www.consultis.com/">http://www.consultis.com/</a>
CONVENE INC.	22-3942328	<a href="http://www.convene-tech.com/">http://www.convene-tech.com/</a>
COOLSOFT LLC	61-1389059	<a href="http://www.coolsofttech.com/">http://www.coolsofttech.com/</a>
CORNERSTONE SOFTWARE SERVICES, INC.	59-3171691	<a href="http://www.consultwithus.com/">http://www.consultwithus.com/</a>
CREATIVE CONSULTING COMPANY	59-3472877	<a href="http://www.creativeconsultingco.com/">http://www.creativeconsultingco.com/</a>
CRESCENS INC.	81-0554145	
CURRIER, MCCABE & ASSOCIATES, INC.	22-2580799	<a href="http://www.cma.com/">http://www.cma.com/</a>
CYNET SYSTEMS INC.	27-3776771	<a href="http://www.cynetsystems.com/">http://www.cynetsystems.com/</a>
D3 AIR AND SPACE OPERATIONS, INC.	20-5547318	<a href="http://www.d3aso.com/">http://www.d3aso.com/</a>
DATA SYSTEMS INTEGRATION GROUP INC	20-8019891	<a href="http://www.dsiginc.com/">http://www.dsiginc.com/</a>
DATABANK IMX LLC	25-1921937	<a href="http://www.databankimx.com/">http://www.databankimx.com/</a>
DATAMANUSA,LLC	84-1552228	<a href="http://www.datamanusa.com/">http://www.datamanusa.com/</a>
DATASOFT TECHNOLOGIES, INC.	58-2142302	<a href="http://www.datasoft-tech.com/">http://www.datasoft-tech.com/</a>
DATAWIZ CORPORATION	54-1957214	<a href="http://www.datawiz.net/">http://www.datawiz.net/</a>



# Contractor Information

## Information Technology Staff Augmentation Service

Contractor Name	FEIN	Website
DEFINED SOFTWARE DEVELOPMENT, LLC	45-5098788	<a href="https://definedsoftware.com/">https://definedsoftware.com/</a>
DELOITTE CONSULTING LLP	06-1454513	<a href="http://www.deloitte.com/">http://www.deloitte.com/</a>
DEV CARE SOLUTIONS, LTD., LLC	20-2761086	<a href="http://www.devcare.com/">http://www.devcare.com/</a>
DEYO, INCORPORATED	52-1618026	
DIGITAL INTELLIGENCE SYSTEMS, LLC	45-5636447	<a href="http://www.disys.com/">http://www.disys.com/</a>
DIVERSE COMPUTING, INC.	59-3705160	<a href="http://www.diversecomputing.com/">http://www.diversecomputing.com/</a>
DOGWOOD MANAGEMENT PARTNERS LLC	20-8528151	<a href="http://www.dogwood.net/">http://www.dogwood.net/</a>
DS2, LLC	81-2088795	<a href="http://www.ds2.com/">http://www.ds2.com/</a>
DXC TECHNOLOGY SERVICES LLC	82-2287119	<a href="http://www.dxc.technology/">http://www.dxc.technology/</a>
DYNTEK SERVICES, INC.	13-4067484	<a href="http://www.dyntek.com/">http://www.dyntek.com/</a>
ECA STAFFING SOLUTIONS INC.	20-5546044	<a href="http://www.ecastaffing.com/">http://www.ecastaffing.com/</a>
EFFERVO TECHNOLOGIES, INC.	03-0537220	<a href="http://www.effervo.com/">http://www.effervo.com/</a>
ELECTRONIC HEALTH RESOURCES, LLC	27-0178337	<a href="http://www.ehr-llc.com/">http://www.ehr-llc.com/</a>
ELEGANT ENTERPRISE-WIDE SOLUTIONS, INC.	36-4468087	<a href="http://www.elegantsolutions.us/">http://www.elegantsolutions.us/</a>
E-LOGIC, INCORPORATED	51-0629765	<a href="http://www.e-logic.us/">http://www.e-logic.us/</a>
EMTEC GROUP, INC.	22-3386933	<a href="http://www.emtecinc.com/">http://www.emtecinc.com/</a>
ENTERPRISE 24X7 INC	59-3734707	<a href="https://www.e24x7inc.com/">https://www.e24x7inc.com/</a>
ENTERPRISE INTEGRATION, INC	59-3458264	<a href="http://www.entint.com/">http://www.entint.com/</a>
EPCHHELP, INC.	99-0384335	<a href="http://www.epchhelp.com/">http://www.epchhelp.com/</a>
EPIC ENGINEERING & CONSULTING GROUP, LLC	20-5909230	<a href="https://epicgroupllc.com/">https://epicgroupllc.com/</a>
ERNST & YOUNG U.S. LLP	34-6565596	<a href="http://www.ey.com/">http://www.ey.com/</a>
ESYSTEMS, INC.	22-3659534	<a href="http://www.esystems-inc.com/">http://www.esystems-inc.com/</a>
FEI.COM, INC.	52-2067447	<a href="http://www.feisystems.com/">http://www.feisystems.com/</a>
FIVE POINTS TECHNOLOGY GROUP, INC.	65-1018494	<a href="http://www.fiveptg.com/">http://www.fiveptg.com/</a>
FORM 10 GROUP, INC	20-0612178	<a href="http://www.form10.com/">http://www.form10.com/</a>
GANTECH, INC.	52-2179898	<a href="http://www.gantech.net/">http://www.gantech.net/</a>
GCOM SOFTWARE LLC	20-2902922	<a href="https://www.gcomsoft.com/">https://www.gcomsoft.com/</a>
GEJITS INFOTECH INC.	46-2612088	<a href="http://www.gejitsinfotech.com/">http://www.gejitsinfotech.com/</a>
GENESIS CONSULTING PARTNERS, LLC	26-3381480	<a href="https://www.genesisconsulting.com/">https://www.genesisconsulting.com/</a>
GLOBAL INFORMATION SERVICES, INC.	59-3553251	<a href="http://www.gisiusa.com/">http://www.gisiusa.com/</a>
GLOBALPUNDITS TECHNOLOGY CONSULTANCY INC	57-1093357	<a href="http://www.globalpundits.com/">http://www.globalpundits.com/</a>
GLOBALSOURCE, INC.	39-2000601	<a href="http://www.globalsourceit.com/">http://www.globalsourceit.com/</a>
GUIDESOFT, INC. D/B/A KNOWLEDGE SERVICES	35-1934449	<a href="http://www.knowledgeservices.com/">http://www.knowledgeservices.com/</a>
HAYES E-GOVERNMENT RESOURCES, INC.	59-3633709	<a href="http://www.hcs.net/">http://www.hcs.net/</a>
HIREVERGENCE, LLC	45-3717111	<a href="http://www.hirevergence.com/">http://www.hirevergence.com/</a>



# Contractor Informatic

## Information Technology Staff Augmentation Services

Contractor Name	FEIN	Website	
HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. D/B/A APPLE	95-2580864	<a href="http://www.appleone.com/">http://www.appleone.com/</a>	K
IIT, INC.	11-3243959	<a href="http://www.iit-inc.com/">http://www.iit-inc.com/</a>	A
IMAGE TECHNOLOGY RESOURCES CORP	59-3642624	<a href="http://www.itresourcescorp.com/">http://www.itresourcescorp.com/</a>	S
INFINITY SOFTWARE DEVELOPMENT, INC.	59-3228662	<a href="http://www.infinity-software.com/">http://www.infinity-software.com/</a>	C
INFOJINI, INC	20-4624920	<a href="https://www.infojiniconsulting.com/">https://www.infojiniconsulting.com/</a>	S.
INNOSOUL, INC.	20-0098882	<a href="http://www.innosoul.com/">http://www.innosoul.com/</a>	R
INNOVA, INC	38-3813281		R
INSPIRED TECHNOLOGIES OF NORTH FLORIDA, INC.	01-0746858	<a href="http://www.inspired-tech.net/">http://www.inspired-tech.net/</a>	R
INTEGRATED COMPUTER SOLUTIONS, INC.	72-1361825	<a href="http://www.icsinc.com/">http://www.icsinc.com/</a>	D
INTEGRATED TECHNOLOGY SOLUTIONS AND SERVICES INC.	45-2045109	<a href="http://itssicorp.com/">http://itssicorp.com/</a>	SI
INTEGRISOURCE, INC	20-0988207	<a href="http://www.integrisource.net/">http://www.integrisource.net/</a>	IV
INTEGRITY CONSULTING OF NC L.L.C.	56-2068477	<a href="http://www.integrityc.com/">http://www.integrityc.com/</a>	D.
INTELIBLUE, LLC	38-3881652	<a href="http://inteliblu.com/">http://inteliblu.com/</a>	PI
INTELLI ERP SOFTWARE, LLC	46-1902653	<a href="http://www.intellierpsoft.com/">http://www.intellierpsoft.com/</a>	VI
INTERACTIVE RESOURCES, LLC	20-3916081	<a href="http://www.irtalent.com/">http://www.irtalent.com/</a>	CI
INTERLINK TECHNOLOGY SOLUTIONS, INC.	37-1790128	<a href="http://www.interlink-inc.com/">http://www.interlink-inc.com/</a>	BI
INTERNATIONAL PROJECTS CONSULTANCY SERVICES (IPCS), IN	11-3070742	<a href="http://www.ipcs.net/">http://www.ipcs.net/</a>	KL
ISF, INC.	59-1961607	<a href="http://www.isf.com/">http://www.isf.com/</a>	JC
IT TRAILBLAZERS, LLC	22-3689382	<a href="https://www.ittblazers.com/">https://www.ittblazers.com/</a>	SL
JACOBS TECHNOLOGY, INC.	62-0510412	<a href="http://www.jacobs.com/">http://www.jacobs.com/</a>	W
JOINT ENTERPRISE TECHNOLOGIES, L.L.C.	26-2489696	<a href="https://jointenterprisetechologies.com/">https://jointenterprisetechologies.com/</a>	KF
JUST PROGRAM LLC D/B/A DIGITALUS	22-3946139	<a href="https://www.digitalus.com/">https://www.digitalus.com/</a>	D/
KFORCE, INC.	59-3264661	<a href="http://www.kforce.com/">http://www.kforce.com/</a>	JO
KLC CONSULTING, INC.	59-3592647	<a href="http://www.klcinc.us/">http://www.klcinc.us/</a>	KE
KPMG LLP	13-5565207	<a href="http://home.kpmg/">http://home.kpmg/</a>	AN
KRASAN CONSULTING SERVICES INC.	82-5263603	<a href="http://www.krasanconsulting.com/">http://www.krasanconsulting.com/</a>	DF
KYRA SOLUTIONS, INC.	59-3438373	<a href="http://www.kyrasolutions.com/">http://www.kyrasolutions.com/</a>	JA
KYZEN CONSULTING SERVICES, INC.	52-2209540	<a href="http://www.kyzencs.com/">http://www.kyzencs.com/</a>	NI
MAINLINE INFORMATION SYSTEMS, INC.	59-2960721	<a href="https://mainline.com/">https://mainline.com/</a>	CA
MARQUIS SOFTWARE DEVELOPMENT, INC.	59-3611542	<a href="http://www.marquisware.com/">http://www.marquisware.com/</a>	BE
MARSIGLIO & MURPHY DESIGN GROUP, INC. D/B/A CONTEXTU	59-3342833	<a href="https://www.contextualcode.com/">https://www.contextualcode.com/</a>	RC
MATRIX INFORMATION SYSTEMS, INC.	59-3123985	<a href="http://www.matrixis.com/">http://www.matrixis.com/</a>	HA
MERIDIAN PARTNERS, LLC	65-1137748	<a href="http://www.mp.team/">http://www.mp.team/</a>	W
METRIC ENGINEERING, INC.	59-1685550	<a href="http://www.metriceng.com/">http://www.metriceng.com/</a>	A.
MGT OF AMERICA CONSULTING, LLC	81-0890071	<a href="http://www.mgtconsulting.com/">http://www.mgtconsulting.com/</a>	TC



# Contractor Informatic

## Information Technology Staff Augmentation Services

Contractor Name	FEIN	Website	
MIDTOWN PERSONNEL, INC	52-1645512	<a href="http://www.themidtowngroup.com/">http://www.themidtowngroup.com/</a>	M
MIKA CONSULTING, INC.	20-2102816	<a href="http://www.mikaconsulting.com/">http://www.mikaconsulting.com/</a>	JC
MILLENNIUM CONSULTING, LLC	26-0899655	<a href="http://www.millenniumconsultingllc.com/">http://www.millenniumconsultingllc.com/</a>	JE
MINDLANCE, INC.	22-3688948	<a href="https://www.mindlance.com/">https://www.mindlance.com/</a>	JE
MONTALBANO & ASSOCIATES, INC.	59-3552290	<a href="http://www.ma-corp.com/">http://www.ma-corp.com/</a>	K
MOTEN TATE, INCORPORATED	84-1394733	<a href="http://www.motentate.com/">http://www.motentate.com/</a>	K
MSYS, INC.	56-1862003	<a href="https://www.msysinc.com/">https://www.msysinc.com/</a>	R.
MVP CONSULTING PLUS, INC.	02-0600234	<a href="http://www.mvpconsultingplus.com/">http://www.mvpconsultingplus.com/</a>	N
NEUMERIC TECHNOLOGIES CORPORATION	52-2193927	<a href="https://www.ntc-us.com/">https://www.ntc-us.com/</a>	N
NEWSOUTH TECHNOLOGIES, INCORPORATED	56-2105542	<a href="http://newsouthtech.com/">http://newsouthtech.com/</a>	BI
NEXUS IT GROUP, INC.	27-2278568	<a href="http://www.nexusitgroup.com/">http://www.nexusitgroup.com/</a>	TI
NOBLESOFT SOLUTIONS, INC.	20-8556829	<a href="http://www.noblesoft-solutions.com/">http://www.noblesoft-solutions.com/</a>	D.
NOVALINK SOLUTIONS, LLC	20-0430786	<a href="http://www.novalink-solutions.com/">http://www.novalink-solutions.com/</a>	JE
NOVEL ENGINEERING, INC	46-4881119	<a href="http://www.noveltechservices.com/">http://www.noveltechservices.com/</a>	M
NTT DATA, INC.	04-2437166	<a href="https://us.nttdata.com/en">https://us.nttdata.com/en</a>	RC
NU INFO SYSTEMS, INC.	59-3403075	<a href="http://www.nuis.com/">http://www.nuis.com/</a>	VI
ONCLOUD SOLUTIONS INC.	11-3570906	<a href="http://www.oncloudinc.com/">http://www.oncloudinc.com/</a>	RE
ONESOURCEPCS, LLC	61-1417520	<a href="http://www.onesourcepcs.com/">http://www.onesourcepcs.com/</a>	JC
ONETECHPLACE, INC.	59-3014132	<a href="http://www.onetechplace.com/">http://www.onetechplace.com/</a>	W
OPTIMUM SOFTWARE SOLUTIONS, INC.	26-2292809	<a href="http://optimumssi.com/">http://optimumssi.com/</a>	RA
OST, INC.	52-2175314	<a href="http://www.ostglobal.com/">http://www.ostglobal.com/</a>	BF
PARAM SOLUTIONS, INC.	46-0636575	<a href="http://www.paramsolutionsinc.com/">http://www.paramsolutionsinc.com/</a>	AT
PARAMOUNT SOFTWARE SOLUTIONS, INC.	58-2350067		PF
PAUL CONSULTING INC.	59-3677431	<a href="http://www.paulconsultinggroup.com/">http://www.paulconsultinggroup.com/</a>	BF
PC SOLUTIONS & INTEGRATION, INC.	65-0798706	<a href="http://www.pcsusa.net/">http://www.pcsusa.net/</a>	NA
PERSPECTA STATE & LOCAL INC.	36-4172737	<a href="http://www.perspecta.com/">http://www.perspecta.com/</a>	JO
PHEMAK INC	20-1875689	<a href="http://www.phemak.com/">http://www.phemak.com/</a>	PL
POWERSOLV, INC.	54-1756944	<a href="http://www.powersolv.com/">http://www.powersolv.com/</a>	SU
PRAGMATIC SOLUTIONS INC.	80-0613250		DE
PRESIDIO NETWORKED SOLUTIONS LLC	58-1667655	<a href="http://www.presidio.com/">http://www.presidio.com/</a>	EM
PROCOM CONSULTING, INC.	58-2452658	<a href="http://www.procomconsulting.com/">http://www.procomconsulting.com/</a>	GE
PROSOFT BUSINESS SOLUTIONS LLC	46-0868913	<a href="http://www.prosoftbsolutions.com/">http://www.prosoftbsolutions.com/</a>	PL
PSI INTERNATIONAL (VA) INC.	04-2608935	<a href="http://www.psiint.com/">http://www.psiint.com/</a>	KA
PSR ASSOCIATES, INC.	06-1699758	<a href="http://www.psrassociates.com/">http://www.psrassociates.com/</a>	ER
PUBLIC CONSULTING GROUP, INC.	04-2942913	<a href="https://www.publicconsultinggroup.com/">https://www.publicconsultinggroup.com/</a>	JA



# Contractor Informatic

## Information Technology Staff Augmentation Services

Contractor Name	FEIN	Website
Q.E.D., INC. D/B/A QED NATIONAL	11-3162897	<a href="http://www.qednational.com/">http://www.qednational.com/</a>
QUALITY IP LLC	20-1754058	<a href="http://www.qualityip.com/">http://www.qualityip.com/</a>
RADGOV, INC.	20-2752989	<a href="http://www.radgov.com/">http://www.radgov.com/</a>
RAMCOTEK CONSULTING LLC	45-1542201	<a href="http://www.ramcotekconsulting.com/">http://www.ramcotekconsulting.com/</a>
RANDSTAD NORTH AMERICA, INC. D/B/A RANDSTAD TECHNOLOGIES	58-2426357	<a href="http://www.randstadusa.com/">http://www.randstadusa.com/</a>
RAPS IT CONSULTING INC	46-5289749	<a href="http://www.rci-usa.com/">http://www.rci-usa.com/</a>
RAYMOND L. TRAINOR, INC. D/B/A RLTCORP SOFTWARE DEVELOPMENT	59-3471097	<a href="http://www.rltcorp.com/">http://www.rltcorp.com/</a>
RED SALSA TECHNOLOGIES, INC	22-3272186	<a href="http://www.redsalsa.com/">http://www.redsalsa.com/</a>
RK CONSULTANCY SERVICES, INC.	59-3502319	<a href="http://www.rkcs.com/">http://www.rkcs.com/</a>
RKV TECHNOLOGIES, INC.	20-0343180	<a href="https://rkvtechnologies.com/">https://rkvtechnologies.com/</a>
RUVOS, LLC	20-1492498	
SANROSE INFORMATION SERVICES INC.	20-2887462	<a href="http://www.sanrose.com/">http://www.sanrose.com/</a>
SCONY REALTY, LLC	20-2630546	<a href="http://www.sconyllc.com/">http://www.sconyllc.com/</a>
SDTR CONSULTING, LLC	46-1772296	<a href="http://www.sdtrconsulting.com/">http://www.sdtrconsulting.com/</a>
SGS TECHNOLOGIE, LLC	54-2092298	<a href="http://www.sgstechnologies.net/">http://www.sgstechnologies.net/</a>
SKYBRIDGE RESOURCES, LLC	20-1947062	<a href="http://www.skybridgeresources.com/">http://www.skybridgeresources.com/</a>
SOFTHQ, INC.	27-1798370	<a href="http://www.softhq.com/">http://www.softhq.com/</a>
SOFTWARE INTEGRATION SERVICES, INC.	59-3716123	<a href="http://www.sisincorp.com/">http://www.sisincorp.com/</a>
SOFTWARE PEOPLE INC.	11-3425986	<a href="http://www.softwarepeople.us/">http://www.softwarepeople.us/</a>
SOFTWARE RESOURCES, INC.	59-3150786	<a href="http://www.softwareresources.com/">http://www.softwareresources.com/</a>
SOFTWARE TECHNOLOGY OF PA, INC	01-0822181	<a href="http://www.stiorg.com/">http://www.stiorg.com/</a>
SPECTRA INFO SYSTEMS, INC.	20-1097205	<a href="http://www.spectrasystems.net/">http://www.spectrasystems.net/</a>
SPRUCE TECHNOLOGY INC.	20-5656502	<a href="http://www.sprucetech.com/">http://www.sprucetech.com/</a>
SRR INTERNATIONAL, INC.	65-1134461	<a href="http://www.srrintl.com/">http://www.srrintl.com/</a>
STRATEGIC IT ALIGNMENT GROUP, LLC	26-0697339	<a href="http://www.straitagroup.com/">http://www.straitagroup.com/</a>
STRATICE CONSULTING, LLC	47-1168976	<a href="https://mystratice.com/">https://mystratice.com/</a>
SUNPLUS DATA GROUP, INC.	58-2227451	<a href="http://www.sunplusdata.com/">http://www.sunplusdata.com/</a>
SVAM INTERNATIONAL INC.	11-3190965	<a href="http://www.svam.com/">http://www.svam.com/</a>
SYNERGY SOFTWARE SOLUTIONS, INC.	59-3738882	<a href="http://www.synergyssi.com/">http://www.synergyssi.com/</a>
SYSTEM SOFT TECHNOLOGIES LLC	59-3583134	<a href="https://sstech.us/">https://sstech.us/</a>
TAL SEARCH GROUP, INC.	20-3425204	<a href="http://www.talsearchgroup.com/">http://www.talsearchgroup.com/</a>
TECH ARMY, LLC	81-3943473	<a href="http://www.techarmy.com/">http://www.techarmy.com/</a>
TECH VALLEY TALENT, LLC	26-2582540	<a href="http://www.techvtal.com/">http://www.techvtal.com/</a>
TECHPILLARS INC.	57-1227406	<a href="http://www.techpillars.com/">http://www.techpillars.com/</a>
TECH-SPAN CONSULTING LLC	27-4403221	<a href="http://www.tech-spanconsulting.com/">http://www.tech-spanconsulting.com/</a>



# Contractor Informatic

## Information Technology Staff Augmentation Services

Contractor Name	FEIN	Website
TEC-LINK LLC	16-1717656	<a href="http://www.tec-link.com/">http://www.tec-link.com/</a>
TEKBANK CONSULTANTS, INCORPORATED	54-1951541	<a href="http://www.tekbank.net/">http://www.tekbank.net/</a>
TEKISHUB CONSULTING SERVICES LLC	26-3479185	<a href="http://www.tekishub.com/">http://www.tekishub.com/</a>
TEKPARTNERS SOLUTIONS, LLC	81-2864449	<a href="http://www.tekpartners.com/">http://www.tekpartners.com/</a>
TEKSYSTEMS, INC.	52-2010575	<a href="http://www.teksystems.com/">http://www.teksystems.com/</a>
TELAFORCE, LLC	81-3035243	<a href="http://www.titanttechnologies.com/">http://www.titanttechnologies.com/</a>
TEMKIN ASSOCIATES, LLC	26-1105411	<a href="http://www.pleiotek.com/">http://www.pleiotek.com/</a>
THE ASHVINS GROUP, INCORPORATED	65-1067893	<a href="https://www.ashvinsgroup.com/">https://www.ashvinsgroup.com/</a>
THE CANOPY OF TECHNOLOGY, INC.	20-2430380	<a href="http://www.canopytech.com/">http://www.canopytech.com/</a>
THE LSH GROUP, LLC	11-3834092	<a href="http://www.thelshgroup.com/">http://www.thelshgroup.com/</a>
TRG, INC.	65-0654273	<a href="http://www.trgjobs.com/">http://www.trgjobs.com/</a>
TRIDENT TECHNICAL SOLUTIONS, LLC D/B/A ARDENT EAGLE SO	27-3708735	<a href="http://www.ardenteaglesolutions.com/">http://www.ardenteaglesolutions.com/</a>
TRIGYN TECHNOLOGIES, INC.	54-1948401	<a href="http://www.trigyn.com/">http://www.trigyn.com/</a>
TRIORB SOLUTIONS LLC	45-5099083	<a href="https://triorbsolutions.com/">https://triorbsolutions.com/</a>
TRIVISION GROUP, INC.	06-1688664	<a href="http://www.trivisioninc.com/">http://www.trivisioninc.com/</a>
TRUSTNET SECURITY, INC.	45-2564206	<a href="http://www.trustnetsecurity.com/">http://www.trustnetsecurity.com/</a>
UNITED DATA TECHNOLOGIES, INC.	65-0566138	<a href="http://www.udtonline.com/">http://www.udtonline.com/</a>
V2SOFT, INC.	38-3402472	<a href="http://www.v2soft.com/">http://www.v2soft.com/</a>
VALINTRY SERVICES LLC	46-3114520	<a href="http://www.valintry.com/">http://www.valintry.com/</a>
VCARVE, INC.	59-3655495	<a href="http://www.vcarve.com/">http://www.vcarve.com/</a>
VECTOR CONSULTING, INC.	58-1878886	<a href="http://www.vectorconsulting.com/">http://www.vectorconsulting.com/</a>
VENATORE LLC	20-8250215	<a href="http://venatore.com/">http://venatore.com/</a>
VENTURES UNLIMITED INC	20-1211372	<a href="https://vui-inc.com/">https://vui-inc.com/</a>
VERITEC SOLUTIONS, LLC	31-1812805	<a href="http://www.veritecs.com/">http://www.veritecs.com/</a>
VIDHWAN, INC.	71-0928628	<a href="http://www.e-solutionsinc.com/">http://www.e-solutionsinc.com/</a>
VIRTUOSO TECHNOLOGY SOLUTIONS LLC	27-4335853	<a href="http://www.virtuosotechnologysolutions.com/">http://www.virtuosotechnologysolutions.com/</a>
VITAVER AND ASSOCIATES, INC.	65-0421909	<a href="https://www.vitaver.com/">https://www.vitaver.com/</a>
VLINK TECHNOLOGY, INC.	22-3634633	<a href="http://www.vlinkinfo.com/">http://www.vlinkinfo.com/</a>
VTECH SOLUTION INC.	20-4271088	<a href="http://www.vtechsolution.com/">http://www.vtechsolution.com/</a>
WATERLEAF INTERNATIONAL LLC	27-3881475	<a href="http://www.waterleafinternational.com/">http://www.waterleafinternational.com/</a>
WORKFLOW TECHNOLOGIES INC	22-3674885	<a href="http://www.workflowtec.com/">http://www.workflowtec.com/</a>
ZDAAS LLC	26-2579002	<a href="http://zd-techsolutions.com/">http://zd-techsolutions.com/</a>
ZOLON TECH INC.	54-1903808	<a href="https://www.zolontech.com/">https://www.zolontech.com/</a>



ONE CITY ONE JACKSONVILLE

# City of Jacksonville, Florida

*Lenny Curry, Mayor*

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

November 18, 2020

**TO:** Gregory W. Pease, Chairman  
Professional Services Evaluation Committee

**THRU:** John P. Pappas, P.E. *John P. Pappas*  
Director

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

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

Dave McDaniel *Dave McDaniel*  
Chief, Mowing & Landscape

**SUBJECT:** P-36-16 NPDES Engineering and Permit Administration Services- Annual Contract  
Contract No. 6398-23 Amendment 6 PO 600663-20-021

The Engineering Division has negotiated with the consultant selected for NPDES Engineering and Permit Administration Services- Annual Contract for year 5 of the initial contract and permit cycle resulting in the attached Scope of Services, Exhibit M and Contract Fee Schedule, Exhibit N, attached. JSEB firms to be utilized to meet the 15% Participation Percentage Plan for this contract are detailed on a separate attachment. The current expiration is December 25, 2020 with 1 additional 2 years renewal remaining.

Accordingly, this is to recommend that Contract No. 6398-23, originally executed December 26, 2016, between the City and Englund-Thims & Miller, Inc., for NPDES Engineering and Permit Administration Services- Annual Contract be amended to incorporate the attached Scope of Services, Exhibit M and Fee Summary Exhibit N to extend the expiration date to December 25, 2022 and to increase the lump sum amount for NPDES Engineering and Permit Administration Services by \$750,088.84 to a new limit of \$4,185,226.50 and to increase the not to exceed limits for: PWD Special Project Requests by \$30,000 to a new limit of \$95,900; EQD Special Project Requests by \$34,000 to a new limit of \$89,000.00 and M&LM Division Special Project Requests by \$25,000.00 to a new limit of \$223,535.05; thereby increasing the maximum indebtedness to the city by \$839,088.84 to a new limit of \$4,593,661.55, with all other terms and conditions of the agreement remaining unchanged.

Funding for this project should be encumbered as follows:

ACCOUNTS:	TOTAL
44101-156002-531090-000000-00000000-000000-00000000	\$738,949.84
00111-154005-531090-000000-00000000-000000-00000000	\$25,000.00
001807-PWEN Eng-Other Physical Env-531090-3-11401-331491-PWS02703	\$75,139.00
<b>TOTAL</b>	<b>\$839,088.84</b>

RGS/lw

Attachments: Exhibits M & N and JSEB Participation

cc: Lori A. West, PW Contract Specialist, Engineering and Construction Management

lh

**SCOPE OF SERVICES  
AMENDMENT 06  
CITY OF JACKSONVILLE CONTRACT 6398-23  
NPDES ENGINEERING and PERMIT ADMINISTRATION SERVICES  
August 2020**

**INTRODUCTION**

The Stormwater Utility of the City of Jacksonville (City) is responsible for the operation and maintenance of the MS4. The following City departments and divisions actively support the Utility's Stormwater Management Program (SWMP).

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

This Amendment consistent with the Term of Agreement in the RFP, extends Contract 6398-23 for two years and defines/funds the services of England, Thims, & Miller, Inc. (ETM) in Year 5 of the NPDES Cycle 4 Permit.

The objective of this Scope of Services is to assist the City with the update and ongoing implementation of its SWMP as required by the NPDES Cycle 4 Permit and includes the following.

- Update and Maintenance of the City and FDOT District 2 MS4 Database
- Update of the SWMP and related Standard Operating Procedures (SOPs) and plans as updated by the City and, if required, approval by FDEP.
- 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 Cycle 4 Permit and Tributaries I & II BMAP requirements.
- Preparation support of the City's NPDES Cycle 4 Permit Year 4 Annual Report.
- Preparation support of the Ribault River and Strawberry Creek Bacteria Pollution Control Plan Status Reports for the period October 2019 through September 2020.
- Preparation support of the City's Tributaries I & II BMAP Annual Report for the period October 2019 through September 2020 on or before January 31, 2021.
- Assist EQD and PWD with the implementation of the SWMP Effectiveness Assessment Program and preparation of the NPDES Cycle 4 Permit Year 4 SWMP Effectiveness Assessment Report.
- 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 Year 5 of the NPDES Cycle 4 Permit.

**TASK 1 - MS4 INVENTORY UPDATE AND MAINTENANCE (Permit Part II)**

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 an up to date inventory of the MS4 infrastructure owned and maintained by the City and FDOT District 2. FDOT District 2 MS4 infrastructure located within Jacksonville Beach, Neptune Beach, and Atlantic Beach are not included within ETM's scope of work.

- All updated MS4 inventory work will be posted to the NPDES GIS database and the hosted asset management system (web site) will be maintained by ETM. A copy of the updated MS4 inventory will be forwarded in ESRI geodatabase format to the City's Information Technology Division (ITD), GIS Section at completion of work for posting by ITD to the City's intranet site.
- The MS4 inventory maintained on the ETM-hosted web site will serve as the MS4 infrastructure dataset 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 serves as the NPDES GIS base map.

Information as depicted on as-built drawings will be used to facilitate entry of the location in addition to the following MS4 infrastructure information (attributes) into the NPDES GIS database:

- Manhole, inlet and control structure rim & bottom invert elevations
- Control structure weir elevations
- Manhole, inlet and control structure type
- Open & closed conveyance segment lengths
- Open & closed conveyance upstream & downstream invert/bottom elevations
- Open & closed conveyance material & year constructed
- Closed conveyance (pipe) dimensions & shape
- Owner (City or FDOT)

ETM will, during the first quarter of the NPDES Permit year, coordinate with the City's PWD Engineering Chief and NPDES Coordinator or their respective authorized representatives; the forwarding of approved as-built drawings by City departments and agencies to ETM. City as-built drawings forwarded will include the following.

- PWD Engineering – Roadway and Drainage Capital improvement and DSR projects
- JTA Roadway and Drainage improvement projects
- Code 70 minor drainage addition and repair projects

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 Division Chief or authorized representative.

All City provided as-built drawings will be forwarded to ETM as CAD drawing files unless not submitted as such by the project design consultant or contractor. 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.

ETM's scope of work for MS4 update shall also include the following:

- Update parcel information via a download of Duval County Property Appraisers Office parcel map during the 4<sup>th</sup> quarter of NPDES Cycle 4 Permit Year 5.
- Posting of MS4 inventory changes identified and forwarded to ETM by the City's Structural Control inspectors and RWSM Division staff.
- Update of roadway centerlines and related attributes during the 4<sup>th</sup> quarter of Year 5. Information required for update will be forwarded to ETM by the City's Planning and Development Department.
  - Private, FDOT District 2, and City-owned and maintained roadways will be depicted via line style and/or color.
  - 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 information provided by FDOT with the City, prior to updating the City and FDOT District 2's MS4 inventory.
- Forward a copy of the updated MS4 GIS inventory database to the City's ITD

#### **Task 1.B - M&LM Division Database Update**

The M&LM 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:

- As directed by the M&LM Division Chief or his authorized representative, add roadside and outfall ditches cleaned/re-graded by SWAT crews to the M&LM Division's Inspection Application database.
- Update and add to the M&LM Division's database, City ponds posted to the NPDES GIS database (Task 1.A) and/or transferred to the M&LM Division for routine maintenance.
- Update all M&LM Division contractor maintenance schedules for Fiscal Year 2020/21 within 30 business days of final receipt.

#### **TASK 2 - STORMWATER MANAGEMENT PLAN (SWMP) UPDATE & IMPLEMENTATION**

The NPDES Cycle 4 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**

ETM will during this task update the SWMP "Smart Book" prepared during the NPDES Cycle 3 Permit. ETM will also insert new plans and reports submitted to FDEP as well as City updated and new SOP's implemented by the City during Year 4 of the NPDES Cycle 4 Permit.

##### **Task 2.B - NPDES Cycle 4 Permit Year 4 Annual Report Preparation Support**

ETM will assist the City's NPDES Coordinator with the collection of data maintained by various departments. ETM will work with the City's NPDES Coordinator to analyze, and format the data and draft supporting text for the following NPDES Cycle 4 Permit Year 4 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

In addition to the above ETM will, in accordance with the City's inter-agency agreement with FDOT District 2, forward to FDOT's NPDES Administrator an updated count of MS4 structures within the City's MS4 jurisdiction.

The gathering, analysis and summarizing of data for all sections of the NPDES Cycle 4 Permit Year 4 annual report form not listed in Task 2.B above will be completed by the City's NPDES Coordinator or authorized representatives.

#### **Task 2.C – Tributaries I & II BMAP Annual Report Preparation Support**

The City is required to submit, by January 31, 2021, a status report summarizing ongoing and completed activities/projects for the period since submittal of its most recent annual report. ETM will assist the City's NPDES Coordinator with the preparation of the BMAP Annual Report for the period October 2019 through September 2020 as follows:

- Summarize proactive, CARE driven, and SWAT initiative maintenance activities and associated costs as recorded in MAXIMO (TIVOLI).
- Summarize the number of proactive and reactive IDDE inspections; EQD CARE response water quality investigations; private lift station inspections, and the number septic tanks phased out.

The City's 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 FDEP.

#### **Task 2.D – Ribault River and Strawberry Creek Bacteria Pollution Control Plan (BPCP) Status Report**

ETM will assist the City's NPDES Coordinator with the preparation of the NPDES Cycle 4 Permit Year 4 Ribault River and Strawberry Creek Bacteria Pollution Control Plan status reports. More specifically ETM will, in coordination with the City's NPDES Coordinator, assemble necessary data and prepare an activity table for each report summarizing the following:

- 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 completed during the current reporting year.

The preparation of water quality monitoring trend analysis narrative along with related tables and maps will be completed by EQD staff under the direction of the City's NPDES Coordinator or authorized representative.

**TASK 3 – SWMP EFFECTIVENESS ASSESSMENT PROGRAM IMPLEMENTATION**

The City submitted an updated Water Quality Monitoring Plan and Annual SWMP Effectiveness Assessment Program Plan with its NPDES Cycle 4 Permit Year 1 Annual Report. ETM will continue to assist City staff with the implementation of the FDEP-approved SWMP Effectiveness Assessment Program and preparation of the City's NPDES Cycle 4 Permit Year 4 SWMP Effectiveness Assessment Program Report.

**Task 3.A – SWMP Effectiveness Assessment Report Preparation Support**

The City's SWMP Assessment Program Plan was approved by FDEP November 15, 2017. ETM will assist the City's NPDES Coordinator and water quality monitoring staff with the preparation of the NPDES Cycle 4 Permit Year 4 SWMP Effectiveness Assessment Report as defined on pages 44-47 of 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 Effectiveness 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's 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 Effectiveness Assessment focus waterbodies.
- Assemble data and prepare narrative text for KPI 6 – BMP Effectiveness.

**TASK 4 - PERMIT ADMINISTRATION TOOLKIT 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 the NPDES Cycle 4 Permit Year 5.

**Task 4.A - MAXIMO Extract Refinement**

With the assistance of PWD MAXIMO (TIVOLI) support staff, ETM will on a monthly 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 Cycle 4 Permit Year 4 Annual Report, Ribault River and Strawberry Creek BPCP status reports as well as the Tributaries I & II BMAP and SWMP Annual Effectiveness Assessment annual reports.
- Analyze and format extracted MAXIMO data to support PWD special project reporting and presentation needs.

As in prior years, preparation and update TIVOLI extract scripts and related documentation will be completed by City staff.

**Task 4.B - Technical Support & Systems Administration**

ETM will maintain the inspection applications and MS4 master viewer in the software platform. After development of the inspection applications in the software platform, ETM will address minor configuration requests and updates from the City.

ETM will also provide initial user training and support for 30 calendar days following initial release of the inspection applications in the software platform. After the initial training, the City's function group manager/supervisor is responsible for:

- Assessing and maintaining integrity of all inspection findings and other data entered into the database by City staff and the database associated with each inspection application within the software platform.

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.

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 completing all technical support requests within 24 hours.

ETM is not responsible for resolving connectivity or performance 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.

User account creation, deactivation and general administration for each inspection application will be provided by ETM at the direction of the City.

**TASK 5 - PROJECT MANAGEMENT**

ETM is responsible for the preparation and distribution of monthly status reports to all project stakeholders. The status report will summarize the status of all work in progress, describe work completed and in progress as well as any outstanding issues that may impact timely completion of all 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's NPDES Coordinator or their authorized representative.
- Meetings with RWSM, EQD, M&LM, and PWD Engineering Division Chief 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 following reimbursable services tasks is to enable the City's Project Manager, NPDES Coordinator, or RWSM, M&LM and EQD Division Chief(s) to authorize ETM to provide NPDES Permit special project services on an as needed basis. 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
- Special purpose MAXIMO (TIVOLI) work order history/trend reports and maps
- Funding of certification and annual refresher level training courses for RWSM, M&LM, and PWD Engineering Division staff. Courses to be conducted by FSA or other state certified trainer.
- Assist PWD with development of sustainable program to increase LSJR BMAP nutrient reduction credit associated with street sweeping, closed conveyance cleaning, and removal of sediment from BMP's.

**Task 6.B - EQD NPDES Permit Special Project Requests**

- Batch close of MS4 structural control inspections for roadside and outfall ditches, and connected culverts cleaned or repaired and replaced by SWAT crews.
- 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 applications as directed by EQD.

**Task 6.C - M&LM Division NPDES Permit Special Project Requests**

- Update or configuration of the inspection application in the software platform.
- Creation of City Council, public meeting, and other special purpose reports or presentation maps

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

ETM will prepare and submit to the requesting department/division's authorized representative and the City's 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 correspondence between ETM and the COJ authorized representative will be used to authorize and document the work to be performed.

**CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION  
CITY OF JACKSONVILLE, FLORIDA**

<b>PART I - GENERAL</b>				
<b>1. Project</b> NPDES Engineering & Permit Administration Amendment 06			<b>2. Proposal Number/Contract</b> P-36-16/ 6398-23	
<b>3. Name of Consultant</b> England-Thims & Miller, Inc.			<b>4. Date of Proposal</b> 9/17/2020	
<b>PART II - LABOR RELATED COSTS</b>				
<b>5. Direct Labor</b>	<b>Hourly Rate</b>	<b>Estimated Hours</b>	<b>Estimated Cost</b>	<b>TOTAL</b>
Principal-in-Charge	\$ 80.00	64	\$ 5,120.00	
Client Manager	\$ 61.55	0	\$ 0.00	
Project Manager	\$ 54.80	1540	\$ 84,392.00	
Senior Engineer	\$ 48.14	0	\$ 0.00	
Senior Scientist	\$ 41.64		\$ 0.00	
Senior Programmer	\$ 39.96	1136	\$ 45,394.56	
GIS Programmer	\$ 36.64	886	\$ 32,463.04	
GIS Analyst	\$ 31.43	0	\$ 0.00	
GIS Technician	\$ 18.73	1600	\$ 29,968.00	
Clerical	\$ 23.91	136.0000	\$ 3,251.76	
<b>TOTAL DIRECT LABOR</b>		<b>5362</b>		<b>\$ 200,589.36</b>
<b>6. Overhead (Combined Fringe Benefit &amp; Administrative)</b>				
Overhead Rate	164.42 % x Total Direct Labor			\$ 329,809.03
<b>7. SUBTOTAL: Labor + Overhead (Items 5 &amp; 6)</b>				<b>\$ 530,398.39</b>
<b>8. PROFIT: Labor Related Costs (Item 7)</b> x 10%				<b>\$ 53,039.84</b>
<b>PART III - OTHER COSTS</b>				
<b>9. Miscellaneous Direct Costs</b>				
Transportation			\$ 1,270.62	
Application Platform Fees			\$ 39,800.00	
Reproduction			\$ 300.00	
Shipping			\$ 80.00	
Provide Data Extracts and Maps to Other Agencies			\$ 1,000.00	
<b>SUB-TOTAL MISCELLANEOUS DIRECT COSTS</b>			<b>\$ 42,450.62</b>	
<b>10. CREDITS</b>				
			\$ 0.00	
<b>CREDITS SUB-TOTAL</b>			<b>\$ 0.00</b>	<b>\$ -</b>
<b>TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)</b>				<b>\$ 625,888.84</b>
<b>11. Reimbursable Service Costs - Limiting Amount</b>				
Tasks 1-5 Subconsultant - 4Waters (JSEB)			\$ 124,200.00	
Task 6A - PWD NPDES Special Project Requests			\$ 30,000.00	
Task 6B - EQD NPDES Special Project Requests			\$ 34,000.00	
Task 6C - M&LM Division NPDES Special Project Requests			\$ 25,000.00	
<b>SUB-TOTAL REIMBURSABLE SERVICES</b>			<b>\$ 213,200.00</b>	
<b>PART IV - SUMMARY</b>				
<b>TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)</b> (Items 5, 6, 8, 9, 10 and 11)				<b>\$ 839,088.84</b>
<b>12. PRIOR CONTRACT AMOUNT</b>				<b>\$ 3,754,572.71</b>
<b>AMENDED AMOUNT OF CONTRACT</b>				<b>\$ 4,593,661.55</b>

**EBO FORM 1**  
**SCHEDULE OF SUBCONTRACTORS/CONSULTANT PARTICIPATION**

Name of Proposer: England Thims and Miller, Inc.  
 Project Title: NPDES Engineering & Permit Administration Amendment 06  
 Proposal Number: P-36-16, Contract 6398-23 Total Base Proposal Amount (if applicable): \$839,088.84

\*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.			

Attach additional list of subcontractors/sub-consultants as needed

CONSULTANT/SUBCONTRACTORS/SUPPLIER TOTAL VALUES	
African-American Participation Total	
Hispanic-American Participation Total	
Native-American Participation Total	
Asian-American Participation Total	
Woman Participation Total	\$124,200.00
Non-MBE Participation Total	\$ 0.00

I, 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: *Juanitta Bader Clem* Title: Executive Vice President Date: November 18, 2020  
 Print Name: Juanitta Bader Clem





# City of Jacksonville, Florida

*Lenny Curry, Mayor*

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

ONE CITY ONE JACKSONVILLE.

October 26, 2020

**TO:** Gregory W. Pease, Chairman  
Professional Services Evaluation Committee

**THRU:** John P. Pappas, P.E. *John P. Pappas*  
Director

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

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

Eric Fuller *Eric B. Fuller*  
Environmental Programs Manager

**SUBJECT:** P-21-20 Contamination Assessment & Remediation Services-Annual Contract

The subcommittee received Twelve (12) proposals for evaluation for the subject project and found all 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 and with a tie for second designates the order of qualification of these firms to perform the required services.

1. Aerostar SES, LLC
2. Geosyntec Consultants, Inc.
2. Terracon Consultants, Inc.

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

JPP/lw

Attachment: Scoring Matrix

cc: Lori West, PW Contract Specialist

*ab*

