



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

Between Florida Department of Management Services and ATLANTIX PARTNERS LLC

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 ATLANTIX PARTNERS LLC (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 Section 2.2 of the Contract Exhibit C, Special Contract Conditions, is superseded in its entirety by this section of the Contract.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 3rd 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 3rd 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) 3rd Bid RFP 15-80101507-SA-D
- j) The awarded category pricing from the Contractor's submitted Price Sheet from 3rd 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

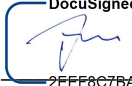
No oral modifications to this Contract are permitted. All modifications to this Contract must be in writing and signed by both parties.

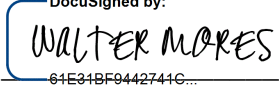
Notwithstanding the order listed in section 2, amendments executed after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

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

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

**Contractor:
ATLANTIX PARTNERS LLC**

DocuSigned by:

 By: _____
 Name: **Jonathan R. Satter**
 Title: **Secretary**
 Date: **8/4/2020 | 2:01 PM EDT**

DocuSigned by:

 By: _____
 Name: **WALTER MORES**
 Title: **PARTNER**
 Date: **7/31/2020 | 2:11 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

ATLANTIX PARTNERS LLC

| Job Family | Job No. | Job Title | Scope Variant | Contractor's Submitted Price |
|------------------------------|----------------------------------|--|----------------------|-------------------------------------|
| Applications Development | 1200 | Director Systems and Programming | 1. Team Leader | |
| | | | 2. Manager | |
| | | | 3. Sr. Manager | |
| | 1210 | Mgmt. Applications Development | 1. Team Leader | |
| | | | 2. Manager | |
| | | | 3. Sr. Manager | |
| | 1220 | Applications Architect | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 1230 | Enterprise Application Integration (EA) Engineer | No Variance | |
| | 1240 | Systems Analyst | A. Entry | |
| | | | B. Intermediate | |
| C. Advanced | | | | |
| 1250 | Applications Development Analyst | A. Entry | | |
| | | B. Intermediate | | |
| | | C. Advanced | | |
| Data Strategy and Management | 1400 | Database Manager | 1. Team Leader | |
| | | | 2. Manager | |
| | | | 3. Sr. Manager | |
| | 1410 | Data Architect | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 1420 | Data Modeler | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 1430 | Database Analyst | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| 1440 | Database Administrator | A. Entry | | |
| | | B. Intermediate | | |
| | | C. Advanced | | |
| Quality Assurance | 1600 | Mgmt. Quality Assurance | 1. Team Leader | |
| | | | 2. Manager | |

| Job Family | Job No. | Job Title | Scope Variant | Contractor's Submitted Price |
|--------------------------------------|---------|--------------------------------|-----------------|------------------------------|
| | | | 3. Sr. Manager | |
| | 1610 | Quality Engineering Consultant | No Variance | |
| | 1620 | Quality Assurance Analyst | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| Technology Research | 1801 | Manager, Technology Research | No Variance | |
| | 1810 | Technology Research Analyst | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| Client Technologies | 2000 | Manager, Client Technologies | 1. Team Leader | |
| | | | 2. Manager | |
| | | | 3. Sr. Manager | |
| | 2010 | Client Technologies Analyst | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 2020 | Client Technologies Technician | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| Customer Support | 2200 | Mgmt. Customer Support | 1. Team Leader | |
| | | | 2. Manager | |
| | | | 3. Sr. Manager | |
| | 2210 | Customer Support Analyst | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 2220 | Customer Support Technician | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| Network Management | 2400 | Director, Network Operations | 1. Team Leader | |
| | | | 2. Manager | |
| | | | 3. Sr. Manager | |
| | 2410 | Manager, Network Operations | 1. Team Leader | |
| | | | 2. Manager | |
| | | | 3. Sr. Manager | |
| | 2420 | Network Architect | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 2430 | Network Engineer | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 2440 | Network Analyst | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 2450 | Network Administrator | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 2460 | Network Technician | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| Internet Planning, Eng. & Operations | 2600 | Mgmt. Internet Operations | 1. Team Leader | |
| | | | 2. Manager | |
| | | | 3. Sr. Manager | |

| Job Family | Job No. | Job Title | Scope Variant | Contractor's Submitted Price |
|---------------------|------------------------------|---------------------------------------|-----------------|------------------------------|
| | 2610 | Internet/Web Architect | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 2620 | Internet/Web Engineer | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 2630 | Web Applications Programmer | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 2640 | Web Designer | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 2650 | Webmaster | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 2660 | Internet/Web Systems Administrator | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 2670 | Web Customer Support Specialist | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| Operations | 2800 | Director, Data Center Operations | No Variance | |
| | 2810 | Manager, Computer Operations | 1. Team Leader | |
| | | | 2. Manager | |
| | | | 3. Sr. Manager | |
| | 2820 | Supervisor, Computer Operations | 1. Team Leader | |
| | | | 2. Manager | |
| | 2830 | Computer Operator | A. Entry | |
| | | | B. Intermediate | |
| C. Advanced | | | | |
| 2840 | Manager, Capacity Planning | No Variance | | |
| 2850 | Manager, Production Support | 1. Team Leader | | |
| | | 2. Manager | | |
| 2860 | Production Support Analyst | A. Entry | | |
| | | B. Intermediate | | |
| | | C. Advanced | | |
| Telecommunications | 3000 | Manager, Telecommunication Operations | 1. Team Leader | |
| | | | 2. Manager | |
| | | | 3. Sr. Manager | |
| | 3010 | Telecommunication Engineer | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| 3020 | Telecommunication Technician | A. Entry | | |
| | | B. Intermediate | | |
| | | C. Advanced | | |
| Electronic Commerce | 3200 | Director, Electronic Commerce | No Variance | |
| | 3210 | Manager, Electronic Commerce | No Variance | |
| | 3220 | Electronic Commerce Analyst | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |

| Job Family | Job No. | Job Title | Scope Variant | Contractor's Submitted Price |
|---|-----------------------------------|--------------------------------|-----------------|------------------------------|
| | 3230 | EDI Specialist | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| Business Intelligence Systems Management | 3400 | Director, Data Warehouse | 1. Team Leader | \$148.00 |
| | | | 2. Manager | \$178.00 |
| | | | 3. Sr. Manager | \$225.00 |
| | 3410 | Manager, Data Warehouse | No Variance | \$160.00 |
| | 3420 | Business Intelligence Analyst | No Variance | \$148.00 |
| | 3430 | Data Warehouse Analyst | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 3440 | Data Warehouse Administrator | No Variance | |
| | 3600 | Manager, Decision Support | No Variance | |
| | 3610 | Decision Support Specialist | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| 3620 | Decision Support Administrator | A. Entry | | |
| | | B. Intermediate | | |
| | | C. Advanced | | |
| 3800 | Manager, CRM Technology | No Variance | | |
| 4000 | Knowledge Engineer | No Variance | | |
| Enterprise Resource Planning (ERP) | 4200 | ERP Team Lead | No Variance | \$150.00 |
| | 4210 | ERP Team Member | No Variance | \$125.00 |
| | 4220 | ERP Configurer | No Variance | |
| | 4230 | ERP Programmer/Analyst | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 4240 | ERP Systems Support Specialist | No Variance | |
| 4250 | ERP Systems Administrator | No Variance | | |
| 4600 | Basis/Ale Technical Consultant | No Variance | | |
| Sourcing and Vendor Relationship Management | 4800 | Chief Sourcing Officer | No Variance | |
| | 4810 | Manager IT Procurement | No Variance | |
| | 4820 | IT Procurement Specialist | No Variance | |
| | 5000 | Manager, Vendor Relationships | 1. Team Leader | |
| | | | 2. Manager | |
| | | | 3. Sr. Manager | |
| | 5010 | Manager, Outsourcing Contracts | No Variance | |
| | 5020 | Contracts Manager | No Variance | |
| 5040 | Finance/Administration Specialist | A. Entry | | |
| | | B. Intermediate | | |
| | | C. Advanced | | |
| 5200 | Technical Advisor | No Variance | | |
| Business Management / Administration | 5400 | Asset Manager | No Variance | |
| | 5410 | Asset Management Administrator | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 5500 | Director, HR/IT | No Variance | |
| | 5600 | Manager, HR/IT Staffing | No Variance | |
| 5610 | Technical Recruiter | A. Entry | | |
| | | B. Intermediate | | |
| | | C. Advanced | | |

| Job Family | Job No. | Job Title | Scope Variant | Contractor's Submitted Price |
|----------------------------------|--------------------------------|---|-----------------|------------------------------|
| | 5620 | HR/IT Generalist | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 5800 | Documentation Specialist/Technical Writer | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 6000 | Manager, IT Finance | No Variance | \$145.00 |
| | 6100 | Director, IT Risk and Compliance | No Variance | \$220.00 |
| 6200 | Manager, IT Audit | No Variance | \$150.00 | |
| 6210 | IT Auditor | No Variance | \$105.00 | |
| 6400 | Business Management Specialist | No Variance | \$115.00 | |
| Training | 6600 | Manager, Technical Training | 1. Team Leader | |
| | | | 2. Manager | |
| | | | 3. Sr. Manager | |
| | 6610 | Technical Trainer | A. Entry | |
| | | | B. Intermediate | |
| C. Advanced | | | | |
| Security Management | 6800 | Security Manager | 1. Team Leader | |
| | | | 2. Manager | |
| | | | 3. Sr. Manager | |
| | 6810 | Security Analyst | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 6820 | Data Security Specialist | No Variance | |
| 6830 | Network Security Specialist | No Variance | | |
| 6840 | System Security Specialist | No Variance | | |
| 6850 | Web Security Specialist | No Variance | | |
| Business Continuanace Management | 7000 | Manager, Business Continuanace | No Variance | |
| | 7010 | Business Continuanace Specialist | No Variance | |
| Product Development | 7200 | Manager, Product Development | 1. Team Leader | |
| | | | 2. Manager | |
| | | | 3. Sr. Manager | |
| | 7210 | Product Architect | No Variance | |
| | 7220 | Product Engineer | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| 7230 | Product Developer | A. Entry | | |
| | | B. Intermediate | | |
| | | C. Advanced | | |
| Systems Programming & Admin. | 7400 | Manager, Systems Software | 1. Team Leader | |
| | | | 2. Manager | |
| | | | 3. Sr. Manager | |
| | 7410 | Systems Architect | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 7420 | Systems Software Programmer | A. Entry | |
| B. Intermediate | | | | |
| C. Advanced | | | | |

| Job Family | Job No. | Job Title | Scope Variant | Contractor's Submitted Price |
|--------------------------------|----------------------------------|---|-----------------|------------------------------|
| | 7430 | Groupware Specialist | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 7440 | Systems Administrator | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| | 7450 | UNIX System Administrator | No Variance | |
| 7460 | Storage Management Specialist | No Variance | | |
| Business Analysis and Planning | 7500 | Director, Enterprise Architecture | No Variance | \$220.00 |
| | 7600 | Manager, IT Business Planning | 1. Team Leader | \$125.00 |
| | | | 2. Manager | \$155.00 |
| | | | 3. Sr. Manager | \$165.00 |
| | 7610 | Enterprise Architect | No Variance | \$150.00 |
| | 7620 | Business Process Consultant | A. Entry | \$55.00 |
| | | | B. Intermediate | \$85.00 |
| | | | C. Advanced | \$112.00 |
| | 7630 | IT Business Consultant | A. Entry | \$69.00 |
| | | | B. Intermediate | \$95.00 |
| | | | C. Advanced | \$100.00 |
| 7640 | Business Analyst | A. Entry | \$54.00 | |
| | | B. Intermediate | \$84.00 | |
| | | C. Advanced | \$95.00 | |
| 7700 | Director, Business Relationships | No Variance | \$215.00 | |
| 7800 | Manager, Customer Relations | No Variance | \$138.00 | |
| Release Management | 8000 | Configuration Management Analyst | A. Entry | |
| | | | B. Intermediate | |
| | | | C. Advanced | |
| 8010 | Release/Build Engineer | No Variance | | |
| Program Management | 8200 | Director, Program Management | No Variance | \$200.00 |
| | 8210 | Program Manager | 1. Team Leader | \$110.00 |
| | | | 2. Manager | \$125.00 |
| | | | 3. Sr. Manager | \$150.00 |
| | 8220 | Project Manager | 1. Team Leader | \$105.00 |
| | | | 2. Manager | \$120.00 |
| | | | 3. Sr. Manager | \$125.00 |
| | 8230 | Project Leader | A. Entry | \$68.00 |
| B. Intermediate | | | \$112.00 | |
| C. Advanced | | | \$124.00 | |
| 8235 | Project Management Specialist | No Variance | \$88.00 | |
| 8240 | Resource Manager | No Variance | | |
| Customer Service Hotline | 8400 | Manager, Customer Service Hotline | No Variance | |
| | 8410 | Customer Service Hotline Representative | A. Entry | |
| | | | B. Intermediate | |
| C. Advanced | | | | |
| Technical Product Support | 8600 | Manager, Technical Product Support | 1. Team Leader | |
| | | | 2. Manager | |
| | | | 3. Sr. Manager | |
| | 8610 | Technical Product Support Analyst | No Variance | |
| | 8620 | Technical Product Support Specialist | A. Entry | |
| B. Intermediate | | | | |
| C. Advanced | | | | |

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

**Contract Exhibit E
Staffing Resource Management Plan
for
Atlantix Partners LLC**

A. Atlantix Partners' Proposed Employment Procedures

At Atlantix Partners, we invest heavily in our people throughout their employment lifecycle ensuring that we properly source, hire, onboard, train, deploy, and retain the right individuals to meet our clients' needs. Our people are not only the face of our company but also our heart and soul. We go beyond traditional hiring procedures to ensure that we bring on individuals who will be the right fit for our team and our clients.

Atlantix Partners is an equal opportunity employer. Equal employment opportunity is not only necessary to comply with Federal, state, or local laws and regulations, it is also considered good business. Recruitment, selection and compensation decisions are made without regard to age, race, color, religion, sex, national origin, disabilities, sexual orientation, gender identity or expression, genetic information or any other basis as protected by federal, state, or local law. Decisions regarding career development and promotion are made on the same principles of equal employment opportunity and are based solely on individual merit.

Atlantix Partners' Employment Procedures are detailed in the following sections per the below table.

| Employment Procedures | Section |
|--|----------------|
| Describe Respondent's plan to provide staff for IT Staff Augmentation Services. | A.1 |
| Describe Respondent's employment screening processes that contain the following elements: | A.2 |
| <ul style="list-style-type: none"> • Respondent's employment standards (The minimum standards the Respondent requires its employees to follow). | A.2.1 |
| <ul style="list-style-type: none"> • How the Respondent validates staff's resume stated education. | A.2.2 |
| <ul style="list-style-type: none"> • How the Respondent determines which staff fit the State's Job Title Description and/or Request for Quote criteria. | A.2.3 |
| <ul style="list-style-type: none"> • How Respondent will implement required Resume Self-Certification Form (Contract Exhibit G). | A.2.4 |
| <ul style="list-style-type: none"> • How the Respondent will conduct interviews and include interview criteria. | A.2.5 |
| <ul style="list-style-type: none"> • How the Respondent will conduct reference checks on staff. | A.2.6 |
| <ul style="list-style-type: none"> • How will Respondent have staff demonstrate their experience prior to submission to State as candidate for a Request for Quote. | A.2.7 |
| Describe Respondent's Operational Formula to ensure staffing availability for IT Staff Augmentation services. | A.3 |
| Describe Respondent's ability to remedy staff performance issues. | A.4 |
| Describe Respondent's ability to ensure its employees protect confidential information. | A.5 |
| Describe Respondent's procedures to timely accommodate a Customer's designation of a job as one of special trust that requires a background screening. | A.6 |

A.1 Atlantix Partners' plan to provide staff for IT Staff Augmentation Services

Atlantix Partners' approach to staffing offers qualified personnel and the ability to hire and train resources quickly. We will staff the IT Staff Augmentation assignments with highly dedicated and qualified personnel. Part of our staffing program includes a bench of experienced and skilled IT personnel who are capable and able to fill open positions as they become available. If additional personnel are needed to meet staffing goals, Atlantix Partners can immediately fill the roles. With the support of our recruiting team, we will target hiring processes to identify candidates that meet Statewide IT Augmentation staffing requirements.

Career opportunities are targeted to the appropriate candidate by utilizing a variety of communication channels. Atlantix Partners actively utilizes the following sources for recruitment activities:

- ✓ Retained searches, external recruiters, and passive searches
- ✓ Commercial job sites such as Indeed and Glassdoor
- ✓ Social media such as Facebook, Twitter, and LinkedIn
- ✓ Atlantix Partners Alumni Network and employee referrals
- ✓ Transition of previous vendor resources

We recognize that each staffing opportunity is unique. Before assigning resources to specific roles, we seek to gain a thorough understanding of desired skill sets and background experience, scope of work, Agency's project goals and parameters such as location and travel requirements. Armed with this knowledge, the project team's leadership will interview proposed resources to ensure that there is the right fit. Once resources are assigned, we conduct project onboarding to facilitate these individuals being ready day one to support our clients.

A.2 Employment Screening Processes

Atlantix Partners uses a combination of in-house and third-party resources to screen and verify prospective and current employees. Our employment hiring process involves several layers of screening and addresses an individual's technical acumen and experience, personal traits, and background.

As candidates are identified, we perform an initial technical screen interview. Candidates of interest then proceed through a series of interviews with Human Resources, Project Team members, and firm leadership. Before hiring an individual, we conduct background checks and verify references. Our third-party resource First Choice conducts our background checks which include a review of an individual's education, employment, credit, and criminal history, motor vehicle license record, and a drug screen.

In addition to traditional background checks and personal interviews, Atlantix Partners uses The Predictive Index tests to understand and predict behavior, measure cognitive ability, and evaluate job matches.

A.2.1 Employment Standards

Atlantix Partners has a comprehensive list of policies that define our employment standards including policies related to deportment, safety, ethical behavior, confidentiality, and accountability. These policies apply to all individuals working for Atlantix whether on a full-time or temporary basis. These standards are published in Atlantix Partners' Employee Handbook. Employees are required to acknowledge their receipt and review of the Handbook in writing prior to commencing employment. Additionally, prior to the start of a project, we hold project onboarding sessions in which project leadership will highlight any unique or increased standards required by a client (i.e. security policies).

A.2.2 Staff's resume stated education validation:

All employees undergo a background check through our third-party resource First Choice. This background check includes a review of an individual's education, employment, credit, and criminal history, motor vehicle license record, and a drug screen. In the case of education, we compare submitted resume information to validated information and address any discrepancies with the individual. Company submitted resumes will reflect validated education for all proposed staff.

A.2.3 Fit to State's Job Title Description and/or Request for Quote Criteria:

When an individual joins Atlantix Partners, he/she completes a detailed Skills, Experience, and Industry survey. This information is maintained in a database that allows us to efficiently identify employees with potentially the right skills and/or certifications. These employees are then interviewed to validate fit with requested criteria.

A.2.4 Self-Certification Form Completion

Before submitting staff resumes, Atlantix Partners Human Resources verifies resume information via background checks. As part of our response to an RFQ, we will submit signed Resume Self-Certification Forms for proposed staff. Also, prior to new staff being added, Resume Self-Certification Forms will be submitted to the customer.

A.2.5 Interviews and interview criteria:

Atlantix Partners' hiring process is comprehensive and includes a series of interviews that assess many facets including technical ability, soft skills, and organizational fit. Interviewing is a company-wide responsibility with Human Resources, project staff and leadership involved in the process.

Once a resource need is identified, a requisition is created that includes the role description, position level, required skills and experience. The approved requisition is then used to identify potential candidates. A prospective candidate will go through a screening interview where fit is assessed by our Human Resources team. Next a candidate has a technical interview where the individual's technical background and skills are assessed. The candidate A member of our leadership team also conducts a

confirming interview to validate prior feedback and assess overall fit within the firm and for potential client engagements.

As new client projects arise, Atlantix Partners project team leadership will identify staffing needs and interview employees using specific criteria to assess fit for a project. We also leverage The Predictive Index results to best align resources to needs.

A.2.6 Staff reference checks

In addition to our third-party background checks that verify employment, our in-house Recruiting team performs reference checks. Reference checks are an essential element of Atlantix Partners' hiring decision criteria. Before a hiring decision is made, reference checks must be completed. Leadership reviews this input and if any concerns are identified, additional checks may be conducted.

A.2.7 Demonstrating experience prior to submission as a candidate

Atlantix Partners is recognized for having experienced staff that bring experience and insights to our clients. We do not use client projects or staffing assignments as testing or training grounds for our resources. We will assign individuals that have performed the desired tasks already. For those individuals who may be new hires or have not previously demonstrated the desired experience on previous projects, we will assess their experience through our interviews by our seasoned project team leadership as well as through references checks on previous work.

A.3 Operational Formula to ensure staffing availability for IT Staff Augmentation services

At a minimum the Atlantix Partners leadership team meets weekly with our Human Resources, Recruiting and Staffing teams to review current and future project staffing as well as a look into potential projects and their staffing needs. We closely monitor utilization levels and ensure that we have the capacity and flexibility to meet anticipated demands. Our discussions take into account skill and experience requirements as well as location needs. Prior to the launch of a project, we will work closely with the Contracting Agency to understand their staffing needs and the potential variability in work and build our team to meet these needs.

A.4 Performance Management

Atlantix Partners utilizes a structured, formalized Performance Management process based on goal setting and performance reviews that occur at project level and on an annual basis. Company-wide goals are flowed down from leadership and are combined with an employee's project(s) goals.

At the project level, goals are set at the project start and individuals will receive formal, documented feedback at the completion of a project. Depending on the duration of the project, they may receive additional formal feedback based on phase and task completion. Throughout the engagements, our managers give frequent real-time feedback on progress. A key element of our employee feedback is input from our clients. At the end of the calendar year, Human Resources pulls together employee feedback

and leadership reviews all employees. Overall performance and feedback is then shared with employees and goals are set for the upcoming year.

If performance issues arise, managers and Human Resources proactively investigate, address issues and take the appropriate action. If warranted, performance plans are put in place and we work closely with the employee to improve. Depending on the severity of an issue, an employee might be removed from a project or terminated. Additionally, we take the opportunity to identify to learn from each situation and see what could be done to prevent reoccurrence of a particular issue.

A.5 Describe Respondent's ability to ensure its employees protect confidential information

Atlantix Partners has documented processes for the handling of confidential information, including for example, if employees are working with or maintaining client information, it is maintained on our restricted and password protected sharefile site. No customer confidential information is maintained on computer laptops or portable drives. These processes are also discussed with employees during their onboarding.

Prior to the start of an engagement, we will review client policies and identify any stricter or additional client requirements above Atlantix Partners procedures for safeguarding confidential material. We will educate staff on these procedures prior to the start of work. During routine reviews of work, confidential information handling is reviewed to ensure that staff are in compliance. At the completion of work or transition of staff, employees are debriefed to ensure that any confidential client information is not removed.

A.6 Special Trust screening

Atlantix Partners uses First Choice to conduct employee background checks which include a review of an individual's education, employment, credit, and criminal history, motor vehicle license record, and a drug screen. Before an individual is offered employment at Atlantix Partners, a successful background check must be completed. Historically, we have received feedback within 48 hours of an individual submission of information.

For staffing positions that, because of the special trust or responsibility or sensitive location, will require additional screening, Atlantix Partners will gain clarity with each agency on requirements and work with First Choice to understand screening timelines and administer any additional screening of potential staff. Employment screening will be in accordance with the Florida Statutes - currently Florida Statute 2018, Title XXXI Labor, Chapter 435 Employment Screening. We will complete required screening with enough lead time prior to the proposed start of an assignment to ensure that our staff are ready day one to fully support an agency.

B. Respondent's Principal Personnel:

The Atlantix Partners leadership team that will support the Florida Department of Management Services' IT Staff Augmentation opportunities possesses an average of 20 years of IT experience. They have gained a wealth of experience working for a variety of consulting organizations including IBM, Accenture,

Deloitte, PWC, and AlixPartners where they had leadership roles. These hands-on leaders have worked across a variety of industries including State government organizations and will leverage their knowledge and best practices to deliver value added services.

Within Atlantix Partners, Mike Moffitt is our IT Transformation Services lead, Walter Mores leads our Public Services Industry sector and Marc Comcowich leads our Technology Compliance practice. Each may serve as the primary interface to an State Agency and/or lead project work depending on the scope of the work. Walter Mores will serve as the primary contact and manager for this overall contract.

Michael Moffitt

- Background
 - Education:
 - Master of Business Administration – University of Georgia
 - Bachelor of Science in Finance – University of Utah
 - Job Title:
 - Managing Partner, IT Transformation Services Lead
 - Years of IT experience:
 - 27 years of Information Technology and System Integration
 - Atlantix Partners: 2 years
 - Apex3: 9 years
 - Alix Partners: 2 years
 - PWC/IBM: 14 years
 - Number of years employed by Atlantix Partners:
 - 2 years
- Contract Roles:
 - Director, Program Management
 - ERP Team Lead
- Past IT Contract role description:
 - Served as Interim CIO / IT Director for more than 10 companies, focused on leading the organization post transaction and for turning around troubled projects.
 - Led 20 ERP system and major application implementations, including Oracle, JD Edwards, Microsoft and SAP, for companies with operations worldwide.
 - Performed over 20 IT Due Diligence engagements for carve outs and direct acquisitions.
- Unique expertise and capabilities:
 - Multi-industry experience working on large, complex projects and serving in a variety of program management roles – working in multi-vendor environments and teaming with customers' resources.

Walter Mores

- Background
 - Education:
 - Master of Business Administration - The Fuqua School of Business, Duke University
 - Bachelor of Science in Mechanical Engineering - The United States Naval Academy
 - Certifications:
 - Lean Six Sigma Master Black Belt (MBB)
 - Project Management Professional (PMP)
 - Job Title:
 - Partner, Public Services Industry Sector Lead
 - Years of IT experience:
 - 18 years of process led IT implementations
 - Atlantix Partners: less than 1 year
 - Accenture: 10 years
 - George Group (acquired by Accenture): 7 years
 - Number of years employed by Atlantix Partners:
 - Less than 1 year
- Contract Roles:
 - Contract Manager
 - Director, Program Management
- Past IT Contract role description:
 - Project lead serving as senior interface to industry and government clients. Responsible for overall success including project planning, completion of deliverables, team performance, staffing and hiring. Also served as Quality Assurance executive providing independent quality reviews on teams' performance.
- Unique expertise and capabilities:
 - Experience with targeted improvement efforts to large scale technology implementations. Experience of being a government employee, consultant and customer. Innovatively leverages his Industry and Public Service experience to unite People, Process, and Technology to effectively maximize organizational and citizen value. Walt is co-author of the book *Building High Performance Government Through Lean Six Sigma*.

Marc Comcowich

- Background
 - Education:
 - Master of Science in Business Administration - Decision and Information Sciences – University of Florida
 - Bachelor of Science in Business Administration - Finance – University of Florida
 - Certifications:
 - Certified Information Systems Auditor (CISA)
 - Job Title:
 - Director – IT Compliance
 - Experience:
 - 15 years of IT Audit experience
 - Atlantix Partners: 7 years
 - ManagementWorks: 6 years
 - Deloitte: 2years
 - Number of years employed by Atlantix Partners: 7
- Contract Roles:
 - Director, IT Risk and Compliance – Develops and oversees IT risk and compliance strategy and related IT internal control and risk assessment efforts.
 - Manager, IT Audit – Manage IT internal control, risk assessment, and compliance related projects.
- Past IT Contract Role Description:
 - Led several IT SOX 404 engagements for multinational publicly-held companies managing internal resources as well as contractors.
 - Served as Project Manager for a multinational public company for the implementation and configuration of GRC software. Managed client resources and consultants as part of implementation and configuration efforts.
- Unique Expertise and Capabilities:
 - Experienced in IT control assessments over several ERP and reporting platforms including Oracle EBS, Oracle Cloud, SAP, Dynamics GP, Dynamics AX, Hyperion
 - Experienced in implementing and configuring the Oracle Governance Risk and Compliance software
 - Experienced in IT control frameworks including COBIT, ITIL, and NIST Cybersecurity

**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).

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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 – 3rd 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 – 3rd Bid
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<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.

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

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 for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the 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

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.

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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 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

Reporting period:

| | |
|------------------------|---------|
| 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 |

| Order Date | Purchase Order Number/ Pcard 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 | Reference Price (MSRP) [per Unit] | Referenced cost (Reference price X Quantity) | Actual Savings Amount (referenced cost - Total Price) | Savings Percentage |
|------------|---|----------------------------|---------------|--|-------------------------------------|-------------|------------------|------------|----------|-----------------|------------|-------------|-----------------------------------|--|---|--------------------|
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| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | \$0.00 | | \$0.00 | \$0.00 | #DIV/0! |