



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

Between Florida Department of Management Services and METRIC ENGINEERING, INC.

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 METRIC ENGINEERING, INC. (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 Section 2.2 of the Contract Exhibit C, Special Contract Conditions, is superseded in its entirety by this section of the Contract.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.

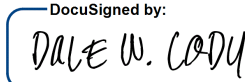
This Contract is executed upon signature of authorized officers as of the dates signed below:

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

**Contractor:
METRIC ENGINEERING, INC.**

By: 
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Name: Jonathan R. Satter
Title: Secretary
Date: 8/6/2020 | 8:47 AM EDT

By: 
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Name: DALE W. CODY
Title: SENIOR VICE PRESIDENT
Date: 8/5/2020 | 8:02 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

METRIC ENGINEERING, INC.

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
Applications Development	1200	Director Systems and Programming	1. Team Leader	\$110.17
			2. Manager	\$128.11
			3. Sr. Manager	\$155.60
	1210	Mgmt. Applications Development	1. Team Leader	\$102.85
			2. Manager	\$121.82
			3. Sr. Manager	\$131.15
	1220	Applications Architect	A. Entry	
			B. Intermediate	
			C. Advanced	
	1230	Enterprise Application Integration (EA) Engineer	No Variance	\$111.18
	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	\$85.01
			2. Manager	\$105.00

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
			3. Sr. Manager	\$124.64
	1610	Quality Engineering Consultant	No Variance	\$97.29
	1620	Quality Assurance Analyst	A. Entry	\$53.34
			B. Intermediate	\$67.73
			C. Advanced	\$83.36
Technology Research	1801	Manager, Technology Research	No Variance	\$123.31
	1810	Technology Research Analyst	A. Entry	\$67.41
			B. Intermediate	\$86.86
			C. Advanced	\$104.03
Client Technologies	2000	Manager, Client Technologies	1. Team Leader	\$70.75
			2. Manager	\$99.44
			3. Sr. Manager	\$134.24
	2010	Client Technologies Analyst	A. Entry	\$46.70
			B. Intermediate	\$63.83
			C. Advanced	\$77.17
	2020	Client Technologies Technician	A. Entry	\$43.63
			B. Intermediate	\$50.99
			C. Advanced	\$75.68
Customer Support	2200	Mgmt. Customer Support	1. Team Leader	\$63.15
			2. Manager	\$88.28
			3. Sr. Manager	\$119.11
	2210	Customer Support Analyst	A. Entry	\$32.43
			B. Intermediate	\$41.76
			C. Advanced	\$68.73
	2220	Customer Support Technician	A. Entry	\$39.10
			B. Intermediate	\$45.71
			C. Advanced	\$59.23
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	\$113.94
			2. Manager	\$134.68
			3. Sr. Manager	\$157.26

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
	2610	Internet/Web Architect	A. Entry	\$56.60
			B. Intermediate	\$84.95
			C. Advanced	\$109.55
	2620	Internet/Web Engineer	A. Entry	\$55.06
			B. Intermediate	\$85.73
			C. Advanced	\$105.14
	2630	Web Applications Programmer	A. Entry	\$54.74
			B. Intermediate	\$83.30
			C. Advanced	\$98.09
	2640	Web Designer	A. Entry	
			B. Intermediate	
			C. Advanced	
	2650	Webmaster	A. Entry	
			B. Intermediate	
			C. Advanced	
	2660	Internet/Web Systems Administrator	A. Entry	\$48.48
			B. Intermediate	\$73.45
			C. Advanced	\$89.48
2670	Web Customer Support Specialist	A. Entry	\$46.06	
		B. Intermediate	\$56.65	
		C. Advanced	\$69.37	
Operations	2800	Director, Data Center Operations	No Variance	\$143.34
	2810	Manager, Computer Operations	1. Team Leader	\$70.39
			2. Manager	\$97.24
			3. Sr. Manager	\$135.66
	2820	Supervisor, Computer Operations	1. Team Leader	\$69.76
			2. Manager	\$82.53
	2830	Computer Operator	A. Entry	
			B. Intermediate	
C. Advanced				
2840	Manager, Capacity Planning	No Variance	\$113.31	
2850	Manager, Production Support	1. Team Leader	\$88.89	
		2. Manager	\$113.06	
2860	Production Support Analyst	A. Entry	\$48.62	
		B. Intermediate	\$61.20	
		C. Advanced	\$80.16	
Telecommunications	3000	Manager, Telecommunication Operations	1. Team Leader	\$85.50
			2. Manager	\$115.55
			3. Sr. Manager	\$137.96
	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	\$161.40
	3210	Manager, Electronic Commerce	No Variance	\$108.63
	3220	Electronic Commerce Analyst	A. Entry	\$49.26
			B. Intermediate	\$72.91
C. Advanced			\$100.01	

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
	3230	EDI Specialist	A. Entry	\$61.49
			B. Intermediate	\$74.54
			C. Advanced	\$80.46
Business Intelligence Systems Management	3400	Director, Data Warehouse	1. Team Leader	\$121.00
			2. Manager	\$149.42
			3. Sr. Manager	\$184.63
	3410	Manager, Data Warehouse	No Variance	\$138.45
	3420	Business Intelligence Analyst	No Variance	
	3430	Data Warehouse Analyst	A. Entry	\$65.27
			B. Intermediate	\$83.79
			C. Advanced	\$103.12
	3440	Data Warehouse Administrator	No Variance	\$102.67
	3600	Manager, Decision Support	No Variance	\$118.40
	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	\$159.14	
4000	Knowledge Engineer	No Variance	\$130.52	
Enterprise Resource Planning (ERP)	4200	ERP Team Lead	No Variance	\$135.14
	4210	ERP Team Member	No Variance	\$110.24
	4220	ERP Configurer	No Variance	\$70.53
	4230	ERP Programmer/Analyst	A. Entry	\$60.68
			B. Intermediate	\$78.18
			C. Advanced	\$95.94
	4240	ERP Systems Support Specialist	No Variance	\$78.14
	4250	ERP Systems Administrator	No Variance	\$93.99
4600	Basis/Ale Technical Consultant	No Variance	\$126.04	
Sourcing and Vendor Relationship Management	4800	Chief Sourcing Officer	No Variance	\$166.08
	4810	Manager IT Procurement	No Variance	\$120.31
	4820	IT Procurement Specialist	No Variance	\$66.16
	5000	Manager, Vendor Relationships	1. Team Leader	\$71.90
			2. Manager	\$104.09
			3. Sr. Manager	\$139.06
	5010	Manager, Outsourcing Contracts	No Variance	\$115.47
	5020	Contracts Manager	No Variance	\$90.53
	5040	Finance/Administration Specialist	A. Entry	\$60.65
			B. Intermediate	\$82.45
C. Advanced			\$104.47	
5200	Technical Advisor	No Variance	\$121.25	
Business Management / Administration	5400	Asset Manager	No Variance	\$102.09
	5410	Asset Management Administrator	A. Entry	\$50.18
			B. Intermediate	\$59.21
			C. Advanced	\$66.04
	5500	Director, HR/IT	No Variance	\$149.11
	5600	Manager, HR/IT Staffing	No Variance	\$92.45
	5610	Technical Recruiter	A. Entry	\$48.44
B. Intermediate			\$68.69	
C. Advanced			\$99.49	

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
	5620	HR/IT Generalist	A. Entry	\$50.91
			B. Intermediate	\$63.72
			C. Advanced	\$90.58
	5800	Documentation Specialist/Technical Writer	A. Entry	\$49.37
			B. Intermediate	\$63.36
			C. Advanced	\$78.43
	6000	Manager, IT Finance	No Variance	\$123.59
	6100	Director, IT Risk and Compliance	No Variance	\$182.05
	6200	Manager, IT Audit	No Variance	\$130.14
6210	IT Auditor	No Variance	\$107.47	
6400	Business Management Specialist	No Variance	\$100.21	
Training	6600	Manager, Technical Training	1. Team Leader	\$72.54
			2. Manager	\$90.17
			3. Sr. Manager	\$122.75
	6610	Technical Trainer	A. Entry	\$49.67
			B. Intermediate	\$58.54
C. Advanced			\$72.79	
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	\$102.08
6830	Network Security Specialist	No Variance		
6840	System Security Specialist	No Variance	\$95.41	
6850	Web Security Specialist	No Variance		
Business Continuity Management	7000	Manager, Business Continuity	No Variance	\$127.58
	7010	Business Continuity Specialist	No Variance	\$97.58
Product Development	7200	Manager, Product Development	1. Team Leader	\$77.61
			2. Manager	\$105.67
			3. Sr. Manager	\$137.44
	7210	Product Architect	No Variance	\$136.48
	7220	Product Engineer	A. Entry	\$53.76
			B. Intermediate	\$75.40
			C. Advanced	\$100.69
	7230	Product Developer	A. Entry	\$61.69
B. Intermediate			\$89.70	
C. Advanced			\$107.29	
Systems Programming & Admin.	7400	Manager, Systems Software	1. Team Leader	\$104.19
			2. Manager	\$124.03
			3. Sr. Manager	\$154.31
	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	\$65.39
			B. Intermediate	\$87.47
			C. Advanced	\$96.09
	7440	Systems Administrator	A. Entry	
			B. Intermediate	
			C. Advanced	
	7450	UNIX System Administrator	No Variance	\$100.90
7460	Storage Management Specialist	No Variance	\$98.13	
Business Analysis and Planning	7500	Director, Enterprise Architecture	No Variance	\$184.48
	7600	Manager, IT Business Planning	1. Team Leader	\$102.33
			2. Manager	\$133.76
			3. Sr. Manager	\$142.76
	7610	Enterprise Architect	No Variance	\$136.49
	7620	Business Process Consultant	A. Entry	\$47.50
			B. Intermediate	\$75.89
			C. Advanced	\$99.69
	7630	IT Business Consultant	A. Entry	\$57.08
			B. Intermediate	\$83.13
C. Advanced			\$90.69	
7640	Business Analyst	A. Entry		
		B. Intermediate		
		C. Advanced		
7700	Director, Business Relationships	No Variance	\$177.91	
7800	Manager, Customer Relations	No Variance	\$116.13	
Release Management	8000	Configuration Management Analyst	A. Entry	\$50.78
			B. Intermediate	\$78.85
			C. Advanced	\$84.18
8010	Release/Build Engineer	No Variance	\$89.86	
Program Management	8200	Director, Program Management	No Variance	\$167.77
	8210	Program Manager	1. Team Leader	
			2. Manager	
			3. Sr. Manager	
	8220	Project Manager	1. Team Leader	
			2. Manager	
			3. Sr. Manager	
8230	Project Leader	A. Entry		
		B. Intermediate		
		C. Advanced		
8235	Project Management Specialist	No Variance		
8240	Resource Manager	No Variance	\$110.54	
Customer Service Hotline	8400	Manager, Customer Service Hotline	No Variance	\$76.18
	8410	Customer Service Hotline Representative	A. Entry	\$34.69
			B. Intermediate	\$40.16
C. Advanced			\$50.69	
Technical Product Support	8600	Manager, Technical Product Support	1. Team Leader	\$69.65
			2. Manager	\$82.13
			3. Sr. Manager	\$95.22
	8610	Technical Product Support Analyst	No Variance	\$65.65
	8620	Technical Product Support Specialist	A. Entry	\$35.82
B. Intermediate			\$49.65	
C. Advanced			\$63.35	

CONTRACT EXHIBIT E

STAFFING RESOURCE MANAGEMENT PLAN

With over 375 Florida employees, including 150 staff members dedicated to Traffic Operations & Intelligent Transportation Systems (ITS), Metric Engineering, Inc. (Metric) is one of the largest ITS/Advanced Traffic Management Systems (ATMS) design and communications consultants in the State of Florida. In addition, our staff is not only an ITS/ATMS production staff, but also a construction management, computer network integration, operations, and construction inspection staff. This gives us unique insight into the requirements of any project, allowing us to anticipate and avoid conflicts that may arise in the network engineering, design and operation of any system. Our staff has completed over 100 major ITS and ATMS projects in the past 15 years.

During this time, Metric has been involved in the design, network integration, inspection, operations, review, and management of ITS and signal systems totaling over \$4.5B in construction. Our Clients include local, county, state and foreign governments as well as private Clients. Much of our growth and diversification can be attributed to our efforts to understand Clients' emerging needs, as well as the expanding capabilities of our professionals. As such, our integration services of network systems have grown significantly, flourishing into our Information Technology (IT) division managed by seasoned IT Specialists who are highly respected throughout the transportation industry. This IT department includes service offerings such as Network Architecture Design, Engineering, Security, Integration, ITS Network and Device Maintenance, Website and Custom Application Development, and Geographic Information Systems (GIS).

Our intent for this project is to utilize this IT Staff Augmentation Services contract as a catalyst to connect our service offerings to Clients in need of this niche expertise. As the State publishes available positions, Metric will supply competent staff that has been thoroughly vetted, trained, and meet the most stringent industry standards as well as Metric's high expectations. We maintain a Staffing Resource Management Plan which outlines the various procedures we carry out before, during and after employment. By utilizing this plan, we identify our proposed processes that will be adhered to and enforced by the principal personnel who have the direct authority to approve applicants for official hire.

Metric actively searches for highly qualified and skilled IT professionals on a continual basis. Metric employs an in-house Talent Acquisition (TA) group of professionals whose sole purpose is to research and find applicants that meet Metric's criterion for the various open positions we have for our company. We will utilize currently employed Metric staff to fill any position for this contract. However, when this is not possible, we will ensure this IT Staffing contract will be prioritized with the TA group. This group has staffed IT professionals for prior jobs (our Lead TA Partner formerly worked for an IT staffing agency) and has screened, interviewed, and assisted in the hire of some of Metric's existing Technology staff, as well as staff for our many other groups. At Metric, we also connect with local educational institutions such as universities, technical schools, IT certification training centers, and the like, to form meaningful recruiting partnerships to ensure we have access to a wide range of qualified candidates on every level.

To begin, our TA group at Metric maintains a large database of previously interviewed and pre-screened candidates for key industry positions. In the event that a request for position is issued by a Client, Metric will first try to fill the position with current employees. If this is not possible we will contact any pre-screened candidates that fulfill the requirements of the requested position(s), which can greatly expedite the process of filling the necessary position for the Client. If overall requirements have changed, or position descriptions have been updated, our pool of pre-screened candidate(s) will go through our screening process again to ensure they are still qualified to meet the revised standards.

Once the appropriate candidate(s) have been identified for the position requested, Metric will submit all resumes outlining the candidates' knowledge, skills, abilities, experience and availability to perform the scope of work requested. If one of Metric's candidates are selected for the position, the candidate will be provided with all appropriate information pertaining to the position and the Client to begin work immediately. Metric's Contract Project Manager will meet with the Client to establish the daily activities, lines of communication, point of contact and any additional requirements the Client may have such as security clearances, background checks, and company compliance forms that the Metric employee will need to complete and submit.

Proposed Employment Procedures

When an agency uses the Florida Department of Management Services (DMS) State Purchasing Contract to advertise vacancies, Metric will determine if the position and associated skills requested can be fulfilled by our existing in-house staff. If staff is not available during the project dates requested, we will immediately implement our plan to provide IT Staff Augmentation Services. Overall, this plan involves the following elements which will be defined further in the upcoming sections:

- 1. Post Advertisement(s) for Open Position**
- 2. Perform Employee Screening**
- 3. Conduct In-Person Interviews**
- 4. Make Final Determination**

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The following goes into detail of what occurs during our hiring process and procedure to ensure candidates are highly qualified to perform the services solicited, as well as appear to be a good fit within Metric and the Client's work culture.

1. Post Advertisement(s) for Open Position

Metric's employment standards for IT positions vary depending upon the level of experience and seniority needed for a given position. IT is a very broad field with varying disciplines and expertise. However, each candidate (regardless of their level) will meet the following basic requirements:

- Capable of carrying out expected tasks in a technical manner
- Cordial and courteous to the Client and co-workers
- Can effectively handle difficult situations and escalate to the appropriate supervisor or manager when necessary
- Demonstrates ethical behavior
- Good communication skills
- Can communicate technical issues and solutions clearly to non-technical team members
- Capable of managing complicated projects with varying milestones and deadlines
- Works effectively both independently and in team environment
- Demonstrates leadership

As we prepare the job advertisement, we will provide a brief overview of the role, day-to-day duties, what is required of the position (education level, minimum years of experience, required certifications, etc.) and outline what Metric has to offer as far as benefits, expected hours, and salary range (dependent upon the position). We have found that there is a mutually beneficial "center point of balance" between providing too much detail in the advertisement and remaining too broad. The position description is detailed enough to give a solid understanding of what the job requires (and to discourage applicants who are not qualified) but is also broad enough so as not to discourage a qualified applicant from applying if they feel that they may not meet 100% of the position requirements. For example, a recent Network Engineer job posting for Metric was posted as the following. As you can see, this lines up closely to the contract requirements:

NETWORK ENGINEER	
Role Overview	Metric is looking for an experienced Network professional (Engineer/Architect/Server Admin) to join our Orlando ITS Technology group. The position is responsible for defining reference architectures that turn business and technology strategic needs into actionable solutions. This role provides thought leadership that anticipates strategic, organizational and technical changes and impacts. This candidate will apply knowledge of ITS and Tolling Operations technology to support integration activities on transportation technology related project deployments. Support includes the installation, maintenance, testing, troubleshooting, and repairing of all transportation technology and equipment.
Day-to-Day Duties	<p><u>System/Server Administration duties:</u></p> <ul style="list-style-type: none"> • Deploys the release of innovative technologies as well as designs, installs, configures, maintains and performs system integration testing of server operating systems, related utilities and hardware. Responsible for trouble shooting server problems as reported by users. Researches, evaluates and recommends software and hardware products. • Monitors protocol compatibility, performs system tuning and makes recommendations for improvement. • Perform quality control measures and audits quality control measures for compliance • Plan, design, implement and maintain Microsoft Active Directory Domain and group policy. • Plan, design, implement and maintain virtual environment such as VMWare and/or Hyper V. <p><u>Network Engineering duties:</u></p> <ul style="list-style-type: none"> • Participates in network planning, network architecture design and engineering. Maintains accurate network documentation via Microsoft Visio. • Responsible for high-level network planning, design, and optimization. Develops strategies and direction for network systems solutions using current and emerging technologies (including wireless). • Evaluates and recommends new products, maintains knowledge of emerging technologies for application to the enterprise • Assists in the planning, forecasting, implementation, and identification of resource requirements for network systems (including wireless) of moderate complexity. • Monitors, troubleshoots and maintains network (LAN, WAN and wireless) switch and routers, and uses remote monitoring tools. <p><u>Network Security:</u></p>

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	<ul style="list-style-type: none"> • Implements and maintains anti-virus, personal firewall, backup, archiving and other IT standards. • Develops and manages security for more than one IT functional area (e.g., data, systems, network and/or Web) across the enterprise. • Assists in the development and implementation of security policies and procedures (e.g., user log-on and authentication rules, security breach escalation procedures, security auditing procedures and use of firewalls and encryption routines). • Working experience with web proxy, firewall and SSLVPN appliances such as Juniper, Cisco ASA, WatchGuard, Triton, etc.
Minimum Qualifications	<ul style="list-style-type: none"> • Bachelor's degree in computer science or equivalent in education and experience required. • 5 years plus of IT experience in infrastructure/network environments performing network planning, architecture design, security, engineering (hardware and software) and optimization. • 5 years plus experience with projects/ systems/issues of medium to high complexity surrounding network planning, configuration and optimization. • Microsoft, Cisco, or any applicable certification is preferred. • Visio, VMware, Hyper-V, Exchange 2016, Active Directory, Server 2012/2016, VEEAM experience. • Experience with common network infrastructure protocols such as DNS, DHCP, FTP, SSH • Proficiency with Internet and Infrastructure protocols and standards
Metric Benefits	<ul style="list-style-type: none"> • Competitive salary • Paid Time Off (Vacation, PTO & Holidays) • Education & Licensing Reimbursements • Life/AD&D, Short & Term Disability • 401k with Company Contribution • Medical, Dental & Vision

While the example of what was posted for a Senior Network Engineer documents specific qualification(s) and describes what the position entails – all that aside, Metric only hires candidates we feel will embody all of Metric's employee standards and fit well with our work culture in general.

Working professionals will be organized, possess' excellent communication, capable of following and implementing a plan, problem solving in nature, and able to focus for long periods of time. They need to be self-directed and self-motivated, and a big part of self-directed work means an ability to manage time well. Technology work can often take longer than anticipated which is why having the ability to manage projects, large or small, with dynamic deadlines is critical. Communication is key in Metric's IT department due to the fact that technology is ever-changing, and we expect employees, and proposed candidates, to relay new practices from working environments so we can build a system of information to keep our entire team on the cutting edge of technology, practices, policies, and be able to apply lessons learned.

It is these employee standards, or characteristics, that get scrutinized during the Employee Screening step. Once an individual sees our post, wants to apply, applies and meets the minimum qualifications, they are to submit their resume. It is at this point, Metric will incorporate the Resume Self-Certification Form (Contract Exhibit G) within our application process. Our process will include generation of this form once they've checked they have met the minimum requirements. Failure to turn this form in during this period will automatically show their failure to follow directions and result in no consideration by our TA personnel.

Metric will immediately post the finalized advertisement for the position required and begin our recruitment and screening process. Metric utilizes an advanced Applicant Tracking System software, called CATS, which serves as a dynamic online database for recruitment purposes. CATS Software offers workflow driven recruitment - highly intelligent, customizable software that accelerates the hiring process. Once the job description is approved for dispersal by the project manager, CATS will "publish" the job opening out to multiple aggregate job search sites, such as LinkedIn, Glassdoor and Indeed, as well as various other smaller job boards, such as ZipRecruiter, Careerjet, Jobcase, JobInventory, Juju, Simplyhired, Trovit, Wowjobs, Handshake, etc. This feature gives many additional portals for the job opening's viewing potential. As Metric receives completed applications, our TA personnel will compile resumes of all those interested and begin our in-depth recruitment and employee screening processes.

2. Perform Employee Screening

Metric performs extensive employee screening prior to formal interview and hire. Internal TA first vets resumes/candidates based upon their understanding of the qualifications required for the open position. This typically involves a phone screen where the job opening requirements are reviewed; questions specific to that experience are asked (example provided on the following page), and answers are documented for the hiring manager to make a decision on a formal interview moving forward. We also perform credential verification. Metric contacts previous employers to verify employment, dates, and positions held by the candidate. For education verification, Metric requires candidates to complete a job application describing their education and professional certifications. Candidates must attach a

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copy of their certifications and/or degrees as proof and completion. There are also official websites we use to verify professional certificates such as Professional Engineer, Engineer Intern, American Institute of Certified Planners, etc. If any of the documents provided are unclear, Metric may contact the educational institution to validate any information provided. Once TA feels confident that the candidate meets the minimum “hard” requirements and is also viable from a personality and social perspective, they then share eligible candidates, along with any supplemental notes and documentation, with the Hiring Manager. If the Hiring Manager has an interest in a formal interview, this is then coordinated and set up with the appropriate involved parties.

3. Conduct In-Person Interviews

The next step following pre-screen is the formal interview. For some positions, we host a “formal phone screen” as interview #1 before bringing the person in for the formal interview. This occurs at times when we need clarification on some of their answers during the conversation with the recruiters; or if they are not local and we want to make sure that the in-person interview is not a wasted effort for anyone, on either side of the table. We at Metric take the interview process extremely seriously, as it is our chance to go beyond just the basics (meeting minimum requirements, holding a phone conversation, etc.) and also observe the non-verbal cues such as eye contact, general appearance, ability to speak in a room of other people, how the candidate manages him or herself under pressure, etc.

We have internal guidelines on conducting effective interviews, stemming from both formal research as well as prior experience with what “works.” Some of the general practices we follow include:


- Preparing questions ahead of time. During the course of the interview, we can deviate or expand on any of the prepared questions, but the best way to stay on track (getting off track often leads to forgetting the priorities, in our experience) and be sure to cover everything we intend to cover is to come prepared, with our questions in writing. Often, we will send topics (or specific questions, depending upon the position) to the candidate ahead of time, to reduce stress and give them time to prepare. Being nervous can negatively affect an interviewee’s ability to answer on the spot however, it also gives us a chance to see how much preparation was done prior to the interview. That can be a telling glimpse into a candidate’s capabilities and attitude towards the job.
- Involving a select (small) group of interviewers only. While a single interviewer often cannot pick up on every little thing (while trying to mentally note or take notes on the candidates’ answers); there is a negative effect on too many interviewers as well. We look at it as “neither monarchy nor extreme democracy work.” A few select interviewers, namely, the boss, boss’s boss, and a Human Resource (HR) representative or recruiter, works best. You then also have multiple perspectives from different roles in the organization to compare notes afterwards.
- We consider cultural fit, but we don’t obsess over it. We definitely want the candidate to be comfortable and enjoy working with us. But adaptability is important, as well. A good fit usually means a bit of both corporate culture match and adaptability, in our experience.

If the candidate is from out of state (or must move within Florida to hold the job), there are additional variable factors we must consider before a second (final) interview, such as the date of availability (oftentimes they cannot start right away due to the burden of a move), motivation for moving (if they have family or a significant other in town, it is usually a solid motivating factor to stay put once they arrive, etc.), cost to relocate, etc. Depending on the candidate and the position, these are minor hurdles that can usually be overcome through a frank conversation during the phone screen and/or phone interview. We have found that out of state candidates often are some of the most motivated and qualified.

4. Make Final Determination

Once our Contract Project Manager / Hiring Manager, makes the decision that a newly vetted candidate is a great fit for an advertised position, Metric will submit all resumes outlining the candidates’ knowledge, skills, abilities, experience and availability to perform the scope of work requested. If, after the interview, there is a need for further investigation of a candidate, Metric will investigate the quality of a potential hire by either performing reference checks and/or scheduling a technical demonstration with the applicant.

Sr. Network Engineer – Screening Questions



1. What L2 protocols have you configured with before?
 - a. Document candidate response.
2. What L3 protocols have you configured with before?
 - a. Document candidate response.
3. What is the difference between a broadcast traffic and multicast traffic?
 - a. Broadcast traffic is sent to all endpoints, multicast traffic is only sent to endpoints that request it.
4. What does ACL stand for? What are they used for?
 - a. Access Control List - document response.
5. What is the default ssh port?
 - a. 22 - Document candidate response.
6. How many total ip addresses would a /28 (slash 28) subnet provide?
 - a. 16 - Document candidate response.
7. In CIDR (cider) notation, what subnet mask would provide 510 useable IP addresses?
 - a. /23 - Document candidate response.
8. What L2 protocol provides routing redundancy?
 - a. VRRP or HSRP - Document candidate response.
9. What firewalls have you configured?
 - a. Document candidate response.
10. What routers and/or L3 switches have you configured?
 - a. Document candidate response.
11. What software have you used to develop network diagrams?
 - a. Document candidate response.
12. What multicast protocols have you configured?
 - a. PIM-Sparse Mode, PIM – Dense Mode - Document candidate response.

Reference Checks

Metric considers the task of checking references on staff a serious matter, recognizing that a poor hire can become costly, affecting not only the company but our Clients as well. Metric takes measures to ensure the validity of each reference, as misrepresentations of references sometimes occur. Reference checks for new hires consist of at least two verbal checks, which help in understanding the candidate's past work performance and skill level. During these verbal checks, specific, pre-determined questions are asked regarding the specific skill sets the candidate will need while with Metric as well as example of past scenarios in which the candidate over or under-performed. These types of questions allow for a more open conversation between Metric and the candidate's reference.

Technical Demonstrations

Metric will schedule a technical demonstration with an applicant if upper management feels a real-world application test is warranted. This usually occurs when screening and interviewing senior-level positions due to the technical nature of their day-to-day jobs. Metric wants to be sure someone who will be running projects / contracts have the knowledge and expertise to handle simple hands-on tasks prior to bringing them on board. Metric's Contract Manager / Hiring Manager, with special help from his Technical Advisors, will administer a technical exam in the form of demonstrations. They are asked to create a mock network or system, diagram all technical elements, explain included protocols or coding language behind the overall system or network scheme and for certain aspects. The candidate is expected to eloquently talk through their thought process as well as all the technical aspects being performed and why. The candidate's performance on this applied examination will further help our management team to determine if they meet the criteria as advertised by the customer.

Other Considerations

Based on our employment procedures, Metric engages in numerous protocols from advertisement to hire during our recruitment process. Metric acquires possible candidates by pulling from our large already vetted candidates or seeks for higher qualified personnel advertising within the professional industry for more applicants. Our TA group pre-screens thoroughly by asking them position related questions. Only based on their qualified answers, do they move on to an in-person interview with our Contract Manager. Based on their performance throughout this entire hiring process, our Contract Manager understands their technical experience and can demonstrate to the State that they are more than qualified to fulfill the advertised position. We need to ensure that these proposed individuals have Metric's and our Client's security in mind when it comes to protecting confidential information. These technical professionals are gaining access to sensitive information and we must be able to guarantee (to a significant degree) that they will remain cognizant of that fact. Metric's Human Resources division performs background checks to gain evidence of a candidate's history to gain insight if they are in fact trustworthy. The importance of these factors and what additional procedures we implement to ensure their adherence are outlined below.

Operational Formula

Calculating staffing needs is part of resource planning and is vital to our organization. Metric understands the need for staffing the right number of personnel to meet our business objectives (Client needs) in both the short and long term. We value our core staff, and maintain a relatively low turnover, due to many factors to include our weekly Project Management/resource meetings held each Friday morning. These meetings help management and key staff leaders identify any staffing gaps or surpluses, discuss project schedules, resource sharing, etc. This, in turn, aids in understanding when there are true long-term staffing needs above and beyond a short term "burst" or busy period, when resource sharing may be able to fill the gap. We typically use a modified Ratio Method, based upon historical data and trends. For instance, if a 5-year continuing services contract has historically needed two engineers for every eight technicians, and we have had an upward trend and continuous need to staff 12 technicians to produce the workload, then we justify the need for another Professional Engineer. If the need has been 10 technicians, we have justified 1 engineer – meaning two routes can be taken. The first would mean identifying any other department with a lull that may be willing to "share" a qualified engineer (until such time when the growth downturns or continues; at which point an actual hire is needed). Second, we hire the engineer, and look to share that individual with another department where there is a need for the time being or look to pursue additional work for that department (or typically, identify the upcoming trend with potential project wins or the start of new work).

Ability to Remedy Staff Performance Issues

Metric understands that staff performance issues can stem from a variety of causes, including lack of ability and low motivation. The first step to responding is to diagnose the performance, doing our best to understand its cause. The staff member may not intentionally be under-performing but may feel incapable of his/her daily tasks. We look for any signs of a lack of ability (such as struggling with tasks; evidence of strong effort despite poor performance; and lack of improvement over time).

Upon hire, Metric has a standard 90-day probationary period for all employees, which is noted in the Offer Letter. Metric has the right to terminate during this 90-day timeframe if the employee's performance and/or knowledge is not at the level expected or agreed upon. We also follow a stringent three-step disciplinary action process:

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METRIC ENGINEERING
Employee Performance Evaluation

Employee Name _____ Employee No. _____
Office _____ Job Title/Grade _____
Hire Date _____ Date of Last Review _____

PERFORMANCE CATEGORY DEFINITIONS

DISTINGUISHED (DI) (4.6 – 5 points)
Performance far exceeded expectations and standards for current job. Has made an exceptional contribution.

EXCELLENT (EX) (4.0 – 4.5 points)
Performance generally exceeded normal expectations and job standards. Has made a significant contribution.

ACCEPTABLE (AC) (3.0 – 3.9 points)
Results and performance generally met normal job expectations and standards. Has done an acceptable job.

NEEDS IMPROVEMENT (NI) (2.0 – 2.9 points)
Performance fell short of normal expectations and job standards. Improvement is expected.

UNACCEPTABLE (UN) (2.4 points or less)
Performance has failed to meet normal expectations and job standards. Probationary period should be instituted.

EVALUATION FACTORS
Error: the function that lists employee's performance, as described below. (Optional statement: a note to each factor represent the standard for "ACCEPTABLE" performance. -score not applicable to the job if put on left blank and identified by marking "NA" on the margin)

1. Far Below Standard
2. Below Standard
3. Meets Standard
4. Exceeds Standard
5. Far Exceeds Standard

1 of 6

First time an incident occurs – Verbal discussion with employee, documented verbal communication; does not go in file.

Second time an incident occurs – The employee is verbally reprimanded again with supervisor or HR representative present; documentation (written reprimand) goes into their file.

Third time an incident occurs – Written reprimand which could result in termination or suspension.

Metric strives to provide an environment where honesty and openness pertaining to the job are prevalent. As such, Metric administers an annual employee performance evaluation, which is designed to essentially “grade” employees based upon performance. This two-step review process (self-review and management’s subsequent review) is received and processed by HR and the immediate supervisors to ensure that the employee and supervisory staff are “on the same page” both technically and professionally. Any feedback is considered, documented and subsequently discussed.

Enhancing Ability

We are better able to then re-evaluate the employee (if needed) for additional training or education to try and help them based on their needs. Rather than dismissing the staff member immediately, Metric attempts to enhance the staff member’s ability by assessing the needs of the employee and ensuring they are being met, retraining if necessary, adjusting the assigned tasks to better suit them or reassigning the employee to another position within the company. Metric will work closely with the employee to work towards creating a motivating environment in which employees feel supported to reach their highest performance potential. This environment includes setting performance goals and providing assistance and feedback. We will develop a Performance Improvement Plan with the goal of retaining staff members while optimizing performance.

There are five main ways to overcome performance problems associated with a lack of ability. We take a “FIVE R” approach to enhancing an employee’s capabilities. Typically, we’ll begin with the least intrusive:

1. **Resupply** – inquire about additional resources needed; do they have what is needed to get the job completed?
2. **Retrain** – technology changes constantly; ensure they have the proper training to accomplish tasks.
3. **Refit** – If the first two approaches do not work, look at restructuring their job duties in an effort to retain employees.
4. **Reassign** – If performance remains in question, the individual may get reassigned altogether into a new role with less responsibility or the need for superior technical knowledge.
5. **Release** – Lastly, and most unfortunate, a final option is to let the employee go. Sometimes this is the necessary option because time and resources may be getting wasted that can be better spent elsewhere. This is also to avoid having other employees think we’re providing preferential treatment, or worst, we accept mediocrity which undermines the point of getting the highest quality employees.

However, if a staff member maintains poor performance after the appropriate steps toward helping them have been taken, or if they hit the third step in the disciplinary action process (discussed above), we will terminate the employee.

Ability to Ensure Our Employees Protect Confidential Information

While Metric will use this IT Staff Augmentation Services contract to begin procuring work all around the State, our main client has always been with the Florida Department of Transportation (FDOT). If working directly for them as an in-house consultant, or even working within their systems, employees will specifically fill out the FDOT Computer Security Access Request (CSAR) Request Form (for Non-DOT Employees) prior to gaining access. In addition, employees are required to undergo FDOT’s Security Awareness Computer Based training prior to starting work on their specific contracts/projects. Through this training, Metric employees are reminded of the importance of passwords and their protection, Metric’s utilization of a Virtual Private Network (VPN) account, the confidentiality of client information, acceptable use policy, and proper disposal of confidential information. Metric’s policies and procedures include the frequent change of complex passwords and protecting confidential project information. In addition, Metric has an experienced internal IT team, which helps staff to monitor potential threats, dispose of confidential information appropriately, and maintain a safe, confidential environment for client information.

Metric understands FDOT security protocols very well, but we also follow these basic principles taken from that training in aspects of our own business information protection as well as confidential information protection for other Clients. In order to instill a level of confidence

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for our Clients, Metric utilizes Non-Disclosure Agreements (NDAs) as requested. There are many names for these agreements, but regardless of the term, these agreements are contracts designed to protect our Clients, and their sensitive information that our staff may work with when fulfilling a position under this IT Staff Augmentation Services contract. These signed agreements are a way Metric works to prevent and discourage from leaking confidential information because they are legally bound to do so. We offer this level of protection in order to take effective action against those willing to breach our contract. The stronger our policies and agreements, the better we are prepared to take quick and effective action to protect our business and our clients. Prior to employees signing these, they are provided a quick synopsis of the importance of protecting confidential information and how to adhere to strict policies in order to properly safeguard our Clients.

Lastly, and most importantly, Metric goes one step further in its role to protect confidential information, by enforcing all the policies, procedures, and training, Metric and our Clients follow. While this does not seem like a unique concept, there are times within other organizations that the enforcement of confidential policies does not get imposed. However, at Metric, there are disciplinary actions that are administered to prevent employees from violating these policies.

Background Screening (As Required)

Through this contract, Metric will assume the responsibility of selecting and/or assigning existing staff that meet or exceed the needs of the Client. We carefully pre-screen all candidates, and thoroughly interview, research, drug test and background check any person who we determine is a viable hire. As mentioned, we have pre-screened candidates in our CATS system who have already passed the beginning phases of hire. We are able to call upon these individuals first, and possibly save time in the overall hiring process by moving straight to the research and background checks.

We first research a candidate by calling provided references as well as prior jobs they have designated on a resume. While HR is very careful in the present day with the information they are willing to share; it is not illegal for an employer to discuss whether or not the former employee left on good terms. We don't view reference checks as just a formality – prior external sources are in a better position to give an accurate estimate of whether the candidate will be able to perform with regard to our company culture and the specific job parameters. They can also provide perspective on any strengths or limitations.

Our approach to checking references includes gathering as much input from the internal interviewers (any concerns post-interview or anything that may have not been covered). These concerns help formulate potential questions Metric will ask the candidate's references. In order to make sure the candidate in question is a good fit for the position, Metric provides a general description of the candidate's expected responsibilities to the candidate's references, so they also understand the responsibilities of the candidate's potential role within our company. Once the reference understands what the job entails, they can better provide similar job-related duties that the candidate fulfills while at their organization. This helps us assess whether the candidate's abilities are the right fit for the job. We ask open-ended questions with specific direction – such as, the candidate's role in a specific task on the previous job.

Another item we focus on during reference checks is the candidate's "EQ" or social-emotional intelligence. This is where we learn whether or not the candidate will fit in to our company culture; whether he or she is flexible, autonomous, self-regulated, etc. These traits help us to better understand the needs and behavior of the future employee; and help us better serve these needs in their new role.

Once the criterion for reference checks have been satisfied, Metric will perform a comprehensive Background Check. We utilize Criminal WatchDog, which offers multiple options on background checks, from regional level to national level. For a high security ("Special Trust") need; we will utilize the highest and most comprehensive option ("Advanced Check Plus"), which will scan all databases available to verify criminal history, sex offender searches, terrorist watch list, FCRA compliance, social security number validation, courthouse criminal searches, and more on a national level. Results are typically received within 1-4 business days.



During the background check, the candidate must also pass a driving record check which is contingent on driving a Metric fleet vehicle or driving their own car for any company business as well as a drug screen through Quest Diagnostics. Failure to pass the drug screen results in an immediate rescinding of an Offer Letter for employment.

Principal Personnel

The following principal personnel have a combined 55+ years of experience in the ITS and Information Technology industry. We offer these individuals who will play major roles in the interviewing and decision process to determine if a candidate fits an advertised role. These technology professionals are experts in Project Management, Project Coordination, Networks & Systems Engineering, Information Technology, Security, Systems Integration, Hardware/Software Deployment, ITS Maintenance, and more. Metric always strives to hire the same caliber of professionals as our proposed principal personnel for this IT Staff Augmentation Services contract.

Demetrius Lewis – Contract Manager / Hiring Manager

PERSONNEL INFORMATION			
Years of IT Experience	14 Years	Years Employed with Metric	2 Years
Education	Valencia Community College, A.A. (2010); New Horizons Computer Learning Center (2005); Tallahassee Community College (2003)		
Certifications / Training	<u>Certifications</u> <ul style="list-style-type: none"> • JNCIA-Junos • Microsoft Certified Professional (MCP) • Comptia Network+ • Advanced Maintenance of Traffic <u>Training</u> <ul style="list-style-type: none"> • Comptia Security+ • Cisco Certified Network Associate (CCNA) • Extreme Networks Specialist (ENS) • Cisco Certified Network Associate (CCNA) • Foundry Networks Switch/Router • Project Management Professional (PMP) • Microsoft Certified Systems Engineering 2003 • FDOT Project Management • OTDR Fiber Troubleshooting • Microsoft Project+ Advanced 		
Software / Hardware Skills	<u>Storage</u> <ul style="list-style-type: none"> • SAN Storage • Fibre Channel • iSCSI <u>Software</u> <ul style="list-style-type: none"> • OSPInsight • SunGuide/Database Support • Software Development (Web-Site) • HTML <u>Hardware</u> <ul style="list-style-type: none"> • TMS (Wavetronix Smart Sensor HD126, Click! 201, 202) • DCS (Sirit Identity Model 6204) • CCTV (Siquira HSD820H3-E, Cohu and Analog CCTV & Encoders) • DMS (Daktronics 1, 2 and 3-line full matrix) • DMS (Skyline 3 line – Front Access, Walk-In, Amber and Full Color) • Surge Protection Devices and Fiber Optic Network 		

Demetrius Lewis brings more than 14 years of experience in network engineering, administration, design and integration of local- and wide-area networks (LAN/WAN). He was also responsible for maintaining FDOT's and Central Florida Expressway Authority's ITS telecommunications system, technical contract writing, management and negotiations, fiber-optic network design and management, reviewing network design plans and fiber schematics, SunGuide software administration and integration, and interfacing and coordinating with multiple interagency disciplines and externally to successfully develop Request for Proposals (RFP), and deploy ITS projects.

Mr. Lewis' expertise also includes over 10 years of ITS experience which include his experience serving as an ITS Project Manager for FDOT District 5, where he was responsible for the overseeing ITS engineering development and deployment.

Mr. Lewis' experience includes managing ITS projects, budgets and schedules, overseeing the installation of ITS infrastructure and subsystems such as dynamic message signs (DMS), closed-circuit television (CCTV) systems, vehicle detection system (VDS), fiber-optic networks (FON). He developed and reviewed documents such as concepts of operation (ConOps), systems engineering management plans (SEMP), and requirements traceability and verification matrices (RTVM), regional ITS architectures (RITSA) for ITS projects.

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His current responsibilities are centered on addressing the need of an ever-evolving transportation industry into a more technologically based model (i.e. Connected Vehicles, Network Security, etc.). Managerial duties include overseeing and managing three (3) primary groups:

1. IT Support Services (Network Engineering, Server Administration & Storage Area Networks);
2. ITS Integration Services (Layer 2 communication equipment and field device implementation); and,
3. GIS/Software development Services.

Mr. Lewis is responsible for growing the IT disciplines within as well as, procuring work in these three areas. In addition, he is responsible for quality assurance and focused on customer service, as well as assisting staff to maintain all required industry related certifications in order to ensure relevance within the industry. His past experience in management and ITS/Network roles until he was hired in February 2016 is highlighted below.

ITS Project Manager for FDOT – Mr. Lewis prepared RFPs and preliminary cost estimates for the ITS Design-Build Projects. He managed ITS Projects which consists of installing DMS, CCTV Systems, VDS, FON, and wireless devise. He coordinated with multiple FDOT disciplines and Design-Build Firms to achieve project goals. This included holding progress meetings to ensure the project is on schedule for meeting appropriate deadlines. He made project decisions and risk assessments to ensure project stays within appropriate budget. He would obtain and review necessary documents, As-Builts and shop drawings for new projects. He coordinated with other Project Managers or consultants to review and comment on ITS documents, RFP's, ITS Plans and Submittals to ensure contract requirements are in accordance with FDOT Specifications and ITS desires for Design Build Projects. He also would resolve project conflicts as well as planning and preparing for potential issues that may arise that could negatively affect the project.

ITS Network Administrator – Oversaw large-scale network infrastructure to include device (routers, switches, servers, etc.) configurations, deployments, IP schematic, network design, troubleshooting and ensuring connectivity to over 2000 devices within the ITS Network Infrastructure. Coordinated and scheduled maintenance assignments with contractors, Vendor presentations and IT Engineer Design sessions. Overseen product renewal and support agreements. Mr. Lewis coordinated with several municipalities such as County and City organizations and other Districts for network and fiber resource purposes. Coordinated cross municipality projects to design and implement network infrastructural changes. Assisted with the implementation and design for the inter-connectivity of the ITS system State Wide Project. He designed and maintained CCTV demarcation to provide FDOT's video feeds to multiple media outlets.

OIS Network Specialist – Planned, reviewed, and implemented data backup solutions and disaster recovery operations for over 9 sites utilizing Veritas Backup Executive software. Managed and maintained Window Software Update Server (WSUS). Performed software patch management for over 900 workstations. Managed, maintained and performed troubleshooting techniques for over 250 network printers at multiple sites. Performed routine server maintenance to include active directory users, groups, objects, creating IP reservations and configuring Group policies. Assigned correct permission to user's and groups for specific resources. Upgraded, configured, installed and managed network layer 3 Nortel switches. Assist in troubleshooting problems dealing with phone, voicemail and Suncom. Chaired Management Creditability Dimension Group: Manage meeting schedule, agenda, and action items for a group consisting of 5 members.

Computer Operator II – Provided end customer support on desktop workstations, such as but not limited to: setting up new users' Client pc, insuring proper connectivity, upgrading operating system and software and fulfilling all assigned helpdesk calls. Answered a multi-line phone system periodically. Defined customer's problem(s) or complaint(s) and document it in the form of a helpdesk job. Resolved helpdesk tickets by either remote control or by oral communication and interface with users (over 900) at multiple site locations. Performed mass deployments of new computer systems to replacement legacy equipment.

RFP NO. 15-80101507-SA-D Information Technology Staff Augmentation Services 3rd-Bid**Craig Carnes, EI – Vice President of ITS Operations**

PERSONNEL INFORMATION			
Years of IT Experience	17 Years	Years Employed with Metric	11.5 Years
Education	B.S., Electrical Engineering, West Virginia University (2000)		
Certifications / Training	<ul style="list-style-type: none"> • FHWA Certified Trainer for SHRP-2 Incident Management Training 4-hour course • 5-day Manager's Training Course (Flight School) for the Florida's Turnpike Enterprise • Advanced Maintenance of Traffic (Re-Certification is Scheduled) • Construction Claims Course, Saddle Island Institute • Advanced Lightning and Surge Protection Training, Atlantic Scientific • Consultant CEI Project Manager Training, FDOT • FDOT Final Estimates Level 1 and Level 2 • FHWA Systems Engineering Course • FEMA ICS-100 • FEMA ICS – 402 • FDOT ITSFM Software Editor 		

Mr. Carnes has over 17 years of ITS design, construction, operations and project management experience, and plays a major role with the District 2, District 5 and Puerto Rico Highway Transportation Highway Authority Traffic Incident Management programs. Formerly, he served as an ITS Construction Project Manager for Florida's Turnpike Enterprise (FTE), with responsibilities including CE&I oversight, ensuring adherence to contractual and Department rules/regulations, integration of all ITS equipment and devices, review of final project testing, and project closeout. He currently serves as Vice President of ITS Operations and approves all hiring for the Technology department.

At FTE, he served as the ITS Maintenance Manager, where he was responsible for all aspects of maintaining all ITS devices and communications; managed a three-person team of technicians who were responsible for the troubleshooting and diagnosis of ITS related problems and supervision of Contractor activities. Following his time as the ITS Maintenance Manager, he served as an ITS Construction Project Manager for the FDOT Turnpike Enterprise, with responsibilities including CEI oversight, ensuring adherence to contractual and Department rules/regulations, integration of all ITS equipment and devices, review of final project testing, and project closeout. Under Metric's current District 2 TMC Consultant contract, Craig's staff summarize daily device lists on a weekly basis to provide District 2 and the Maintenance Contractor with a list of "problem devices" that have had multiple days of failure throughout the week as well as a monthly device "up time" performance measures report to show the availability of devices on both a daily basis and a monthly average. With this experience, he is well-suited to serve in a QC role on this contract, offering insight into much of the pertinent behind-the-scenes documentation and operations of the contract.

Scott Agans – Senior Network Specialist / Technical Advisor

PERSONNEL INFORMATION			
Years of IT Experience	15 Years	Years Employed with Metric	11.5 Years
Education	M.S., Information Systems, University of Phoenix (2011); B.S., Information Technology, University of Phoenix (2010)		
Certifications / Training	<ul style="list-style-type: none"> • Extreme Networks ENA & ENS • Extreme Networks Configuration Fundamentals • Foundry Networks (Configuration & Management Switch/Router) 		
Software / Hardware Skills	<p><u>Storage</u></p> <ul style="list-style-type: none"> • Fibre Channel <p><u>Software</u></p> <ul style="list-style-type: none"> • FDOT SunGuide Software (Database and Deployment and troubleshooting) <p><u>Hardware</u></p> <ul style="list-style-type: none"> • TMS (Wavetronix Smart Sensor HD126, Click! 201, 202) • CCTV Cameras (Bosch, Vicon, Pelco, Cohu, Sony, Panasonic) • MVDS Sensors (Wavetronix 105 / 125, EIS, Sirit) • RWIS Sensors (HIS, Viasala) • HAR Systems (Beacons and Transmitters) / HAR Systems Software (HIS DR2000, Viasala Platinum) • DMS Signs Full Matrix and Arterial (Mark IV, Daktronics (Full Color), Skyline, Adaptive, Ledstar) • Video Encoders (Impath, Vbrick, Coretec, Bosch, ITV) • Port Servers (Digi, B&B Electronics, Comtrol, Moxa) • Fiber Modems both serial and video multiplexors (IFS, GE Security) • Surge Suppression (Wavetronix, Edco, Atlantic Scientific) • Wireless Ethernet Transmission Equipment (Fluidmesh, Firetide, Proxim, Trango Systems) • Ethernet Switches / Routers (RuggedCom, Etherwan, Cisco, Garrettcom, Brocade (Foundry), Extreme Networks, Dell, Juniper, Sixnet, ITS Express) • Ethernet Media Converters (Etherwan, Garrettcom, RuggedCom, Moxa, Transition Networks) <p><u>ITS Specific</u></p> <ul style="list-style-type: none"> • SmartSensor HD Configuration Technical Training – WaveTronix • SmartSensor HD Installation Technical Training – WaveTronix • Radar Basics Technical Training – WaveTronix • Sirit DCS • DMS (Daktronics and Skyline) • Surge Protection Devices • Bosch Auto Dome Modular Cable Systems • BICSI Certified Technician • AFO – Advanced Fiber Optics – OSP Insight Certification 		

Mr. Agans is a Senior Network Engineer with 15 years of experience, specializing in Intelligent Transportation Systems (ITS), information technology and telecommunications. Mr. Agans has “hands-on” experience in the ITS field, including network engineering, systems integration, switch routing, premise wiring and configuration as well as fiber optic cable design, construction, troubleshooting and testing. In his current role with Metric Engineering Mr. Agan’s current responsibilities include but are not limited to:

- ✓ Developing turnkey Ethernet/Wireless Networks to include Network Redundancy & Security
- ✓ Configuration of Virtual Local Area Networks (VLAN) and Serial to Ethernet communications used for remote configuration and control
- ✓ Develop and deploy ITS Device Testing Procedures
- ✓ Configuration and troubleshooting of Layer 3 Ethernet and multicast routed networks including firmware upgrades
- ✓ Testing, integration, maintenance and troubleshooting of various ITS devices

Scott was previously assigned to the Central Florida Expressway Authority General Engineering Consultant. He has over 10 years of experience in managing and performing Fiber Optic installations, seven years of experience in managing major ITS integration projects and 5 years’ experience managing ITS CEI contracts.

RFP NO. 15-80101507-SA-D Information Technology Staff Augmentation Services 3rd-Bid**Abram Little – Senior Network Specialist / Technical Advisor**

PERSONNEL INFORMATION			
Years of IT Experience	13.5 Years	Years Employed with Metric	3.5 Years
Education	Mathematics/Computer Science/Modern Structures, Cuba-Rushford Central School (2003); Computer Science, Belmont Vo-Tech (2003)		
Certifications / Training	<ul style="list-style-type: none"> • A+ • CCNA • CCNA Security • MCITP: Server Administrator • MCSA 2008 		
Software / Hardware Skills	<p><u>Brocade, Cisco, HP</u></p> <ul style="list-style-type: none"> • L3 Switches • Advanced Configuration • Firewalls <p><u>Servers and Hardware</u></p> <ul style="list-style-type: none"> • Database Support • MS Exchange (2007) • Base Configuration • Virtualization • Enterprise Administration <p><u>Security</u></p> <ul style="list-style-type: none"> • Payment Card Industry (PCI) <p><u>Storage</u></p> <ul style="list-style-type: none"> • SAN Storage • iSCSI <p><u>Hypervisors & Operating Systems</u></p> <ul style="list-style-type: none"> • Windows • Hyper-V • VMware ESX • Ubuntu Linux • Red Hat Linux <p><u>Software</u></p> <ul style="list-style-type: none"> • Solarwinds • Tolling Proprietary • Wireless • WAP Deployment/Security 		

Mr. Little joined the Metric Team and is a former Systems Administrator and Network Technician for Florida's Turnpike Enterprise. (FTE) He brings 13.5 years of impressive IT experience supporting advanced Information Technology systems in enterprise environments. His recent experience includes senior level support and administration of FTE's tolling network, systems, and related infrastructure. Mr. Little is the lead Senior System Administrator for the FDOT District 5 ITS environment and has been very instrumental in oversight, design and implementation of their VM Ware environment as well as the storage area network. Mr. Little has also played a major role in providing network engineering support to multiple Clients such as CFX, FDOT District 1 and various local municipal agencies in Florida. Mr. Little has an adept technical aptitude, and proven proficiency with integrating technology whether at a roadside, or within a datacenter. The knowledge, skills, and abilities he brings make him a valuable new addition to our team. He has 13.5 years of experience including IT Project Management, Hardware and Software Deployment Experience.

Roles on Contracts & Unique Expertise

Contract Management

Mr. Lewis, our key management staff member, utilizes his direct ITS Project Management expertise, combined with his strong experience in the IT industry, to serve as the Contract Manager for this contract as well as serving as the Hiring Manager when candidates are being considered for advertised positions for this IT Staff Augmentation Services contract. He will serve as the primary point of contact for this contract. Mr. Lewis will adapt to preferred communications methods used by the Client which may include personal phone contact or teleconference, in-person meetings, and e-mails. In addition, Metric has the ability to set up a project specific SharePoint site to keep the Client updated of all project related information such as schedules, project tasks and submittals, and any other pertinent electronic files.

As with all of contracts, Mr. Lewis will ensure schedules and budgets are maintained. He possesses a great deal of experience in evaluating project schedules, having performed this function for numerous IT-related task work orders (TWOs) for previous continuing services contracts. Additionally, with regard to project cost controls, Mr. Lewis' thorough approach to documentation of pay items, progress of the work and preparation and processing of any applicable work orders and/or supplemental agreements will permit an accurate representation of project progress and reporting for this contract.

He has performed similar contract and project management services when he was employed at the FDOT, and currently for Metric as the IT Department Manager. He currently oversees seven staff augmentation related contracts (as seen from our above experience) as well as several design projects with integration and networking services included. He currently serves as the overall Contract Manager for Metric's GSA Schedule 70 contract where we are a subconsultant to EPIC Engineering & Consulting Group, Inc. so he has direct experience with State issued contracts for staff augmentation services.

Metric understands that every Client is highly sensitive to the many constraints facing a government entity which can hold true for any size organization regarding budgets and other financial constraints; staff allocation; responsiveness; and dedicated consultants that treat the Client as their number one Client regardless of the number of Clients served. We are committed to ensuring that each are treated as our most important Client; that our responsiveness and dedication to your program will be second to none. Metric has a vested interest in the well-being of the infrastructure and governments within the State of Florida, having served over 42 years providing transportation services throughout the state. For this reason, we will be diligent in our proposals for candidates and resource allocation overall for this contract; will pay close attention to identified budgetary constraint issues; and will actively seek to reduce schedules where possible including work sharing to lower costs.

It is this past experience as well as his specific unique expertise and capabilities that brings additional value to our team and for the State.

Mr. Lewis has served in many technical roles as an employee for FDOT District 5 as well as an FDOT Project Manager and now assisting with procurements for IT related purchases. Having Mr. Lewis on this contract provides the State a unique value-add in that he understands the policies, procedures and protocols of the Clients. Mr. Lewis can relate to the technical staff while understanding the concerns and priorities of the management staff. This allows Mr. Lewis to ensure all procedures are followed correctly the first time without having to repeat the process of on-boarding new candidates for positions advertised by the Client.

To support Mr. Lewis in management processes, Craig Carnes, EI, serves as Vice President of ITS Operations and oversees Metric's ITS Construction Engineering & Inspection, Traffic Management Center Operations, and Technology. As Vice President, Mr. Carnes has the authority to execute (sign) proposals and contracts on behalf of Metric in addition to approving new hires and contract related expenses. He will assist during the hiring process and sit in on all interviews conducted for candidates. Mr. Carnes has provided these high-level management services for these divisions on contracts in the past and will ensure Mr. Lewis has the necessary resources to accomplish his goals as Contract Manager. Mr. Carnes has 17 years of experience, first in construction management all the way to his recent position as a Vice President within Metric. His attention to detail for budgeting and scheduling has been proven throughout his career, which has led him to his current position. With this experience, he is well-suited to serve in this elevated management role on this contract, offering unique insight (and value-added experience) into much of the pertinent behind-the-scenes required documentation and operations of the contracts.

Technical Advisement

Metric's principal personnel possess the technical and real-world experience that governmental agencies require when deploying complex IT systems. Metric strives to stay on the cutting edge of technology, and always bring increased value through the experience of our IT professionals. Abram Little and Scott Agans are seasoned Network Specialists who work closely with Mr. Lewis on a daily basis. They are Project Managers themselves for the various IT-related contracts held by Metric where network and integration services are required. These two individuals, along with Mr. Lewis, work closely with numerous network, communication, and traffic system manufacturers to stay abreast of the latest products, gain understanding and seek certifications where applicable. This ensures that

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Metric staff has the appropriate skills needed to configure and deploy any manufacturer's product in the Clients network. Metric technical advisors bring hands-on experience by having been a part of dozens of network design and integration projects Statewide. Having the unique insight of datacenter and field implementation practices that Mr. Little and Mr. Agans brings will add tremendous value to this contract. Mr. Little and Mr. Agans have both either been employed as a state employee or worked in-house for a state government agency. This gives them both a unique understanding of our clients inner working and help to serve as technical advisors on this contract. They will serve as Technical Advisors during the employment screening and interview stages. They help develop and administer the technical demonstrations that candidates are put through to ensure their qualifications are on par, or exceed expectations, of the industry standards. Metric utilizes these IT professionals, Mr. Little and Mr. Agans, in a cross-functional atmosphere to better "test" candidates by simulating real-world conditions before hiring and proposing them for any staff augmentation position. Their careful consideration and opinion of how candidates conduct themselves in interviews and technical demonstrations is highly respected by Mr. Lewis and helps guide the final decision to hire an individual, and ultimately propose them for a position under this contract.

Lastly, Metric has a state-of-the-art ITS Testing Lab, and owns numerous switches, port servers, signals, VMS boards, routers, fiber, and CCTVs. Utilizing this in-house lab allows us to "test" our systems by simulating real-world conditions before implementation in the field, ensuring that we deliver a superior product every time.

**Information Technology Staff Augmentation Services
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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

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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
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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
												\$0.00		\$0.00	\$0.00	#DIV/0!