



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

Between Florida Department of Management Services and MINDLANCE, 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 MINDLANCE, 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 Section 2.2 of the Contract Exhibit C, Special Contract Conditions, is superseded in its entirety by this section of the Contract.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

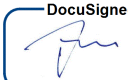
No oral modifications to this Contract are permitted. All modifications to this Contract must be in writing and signed by both parties.

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:
MINDLANCE, INC.**

By: 
DocuSigned by:
2EEF8C7BA0D34CA...

Name: Jonathan R. Satter
Title: Secretary
Date: 8/6/2020 | 2:16 PM EDT

By: 
DocuSigned by:
A3167737535C470...

Name: VIKRAM KALRA
Title: PRESIDENT & CEO
Date: 8/6/2020 | 1:46 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

MINDLANCE, INC.

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
Applications Development	1200	Director Systems and Programming	1. Team Leader	\$124.00
			2. Manager	\$147.00
			3. Sr. Manager	\$174.00
	1210	Mgmt. Applications Development	1. Team Leader	\$109.00
			2. Manager	\$123.00
			3. Sr. Manager	\$144.00
	1220	Applications Architect	A. Entry	\$103.00
			B. Intermediate	\$111.00
			C. Advanced	\$118.00
	1230	Enterprise Application Integration (EA) Engineer	No Variance	\$127.00
	1240	Systems Analyst	A. Entry	\$66.00
			B. Intermediate	\$97.03
			C. Advanced	\$105.00
	1250	Applications Development Analyst	A. Entry	\$76.00
			B. Intermediate	\$97.00
C. Advanced			\$109.00	
Data Strategy and Management	1400	Database Manager	1. Team Leader	\$120.00
			2. Manager	\$133.00
			3. Sr. Manager	\$150.00
	1410	Data Architect	A. Entry	\$91.00
			B. Intermediate	\$122.00
			C. Advanced	\$148.00
	1420	Data Modeler	A. Entry	\$72.00
			B. Intermediate	\$94.00
			C. Advanced	\$117.00
	1430	Database Analyst	A. Entry	\$84.00
			B. Intermediate	\$100.00
			C. Advanced	\$117.00
	1440	Database Administrator	A. Entry	\$74.00
			B. Intermediate	\$110.00
			C. Advanced	\$122.00
Quality Assurance	1600	Mgmt. Quality Assurance	1. Team Leader	\$98.00
			2. Manager	\$125.00

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
			3. Sr. Manager	\$140.00
	1610	Quality Engineering Consultant	No Variance	\$110.00
	1620	Quality Assurance Analyst	A. Entry	\$65.00
			B. Intermediate	\$77.00
			C. Advanced	\$95.00
Technology Research	1801	Manager, Technology Research	No Variance	\$138.00
	1810	Technology Research Analyst	A. Entry	\$75.00
			B. Intermediate	\$100.00
C. Advanced			\$118.00	
Client Technologies	2000	Manager, Client Technologies	1. Team Leader	\$83.00
			2. Manager	\$115.00
			3. Sr. Manager	\$151.00
	2010	Client Technologies Analyst	A. Entry	\$54.00
			B. Intermediate	\$70.00
			C. Advanced	\$85.00
2020	Client Technologies Technician	A. Entry	\$52.00	
		B. Intermediate	\$55.00	
		C. Advanced	\$83.00	
Customer Support	2200	Mgmt. Customer Support	1. Team Leader	\$73.00
			2. Manager	\$92.00
			3. Sr. Manager	\$135.00
	2210	Customer Support Analyst	A. Entry	\$37.00
			B. Intermediate	\$46.00
			C. Advanced	\$79.00
2220	Customer Support Technician	A. Entry	\$38.00	
		B. Intermediate	\$45.00	
		C. Advanced	\$65.00	
Network Management	2400	Director, Network Operations	1. Team Leader	\$110.00
			2. Manager	\$135.00
			3. Sr. Manager	\$195.00
	2410	Manager, Network Operations	1. Team Leader	\$86.00
			2. Manager	\$100.00
			3. Sr. Manager	\$125.00
	2420	Network Architect	A. Entry	\$95.00
			B. Intermediate	\$110.00
			C. Advanced	\$122.00
	2430	Network Engineer	A. Entry	\$80.00
			B. Intermediate	\$95.00
			C. Advanced	\$110.00
	2440	Network Analyst	A. Entry	\$65.00
			B. Intermediate	\$72.00
			C. Advanced	\$92.00
	2450	Network Administrator	A. Entry	\$59.00
			B. Intermediate	\$75.00
			C. Advanced	\$90.00
2460	Network Technician	A. Entry	\$40.00	
		B. Intermediate	\$55.00	
		C. Advanced	\$64.00	
Internet Planning, Eng. & Operations	2600	Mgmt. Internet Operations	1. Team Leader	\$97.00
			2. Manager	\$124.50
			3. Sr. Manager	\$140.50

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
	2610	Internet/Web Architect	A. Entry	\$67.50
			B. Intermediate	\$97.00
			C. Advanced	\$124.00
	2620	Internet/Web Engineer	A. Entry	\$65.00
			B. Intermediate	\$95.00
			C. Advanced	\$119.00
	2630	Web Applications Programmer	A. Entry	\$64.50
			B. Intermediate	\$85.00
			C. Advanced	\$105.00
	2640	Web Designer	A. Entry	\$52.00
			B. Intermediate	\$63.00
			C. Advanced	\$95.00
	2650	Webmaster	A. Entry	\$54.00
			B. Intermediate	\$65.00
			C. Advanced	\$81.00
	2660	Internet/Web Systems Administrator	A. Entry	\$55.00
			B. Intermediate	\$75.00
			C. Advanced	\$88.00
2670	Web Customer Support Specialist	A. Entry	\$55.00	
		B. Intermediate	\$64.00	
		C. Advanced	\$78.00	
Operations	2800	Director, Data Center Operations	No Variance	\$165.00
	2810	Manager, Computer Operations	1. Team Leader	\$82.00
			2. Manager	\$95.00
			3. Sr. Manager	\$122.00
	2820	Supervisor, Computer Operations	1. Team Leader	\$65.00
			2. Manager	\$85.00
	2830	Computer Operator	A. Entry	\$40.00
			B. Intermediate	\$48.00
C. Advanced			\$53.00	
2840	Manager, Capacity Planning	No Variance	\$122.00	
2850	Manager, Production Support	1. Team Leader	\$90.00	
		2. Manager	\$110.00	
2860	Production Support Analyst	A. Entry	\$58.00	
		B. Intermediate	\$69.50	
		C. Advanced	\$90.00	
Telecommunications	3000	Manager, Telecommunication Operations	1. Team Leader	\$101.50
			2. Manager	\$125.00
			3. Sr. Manager	\$148.00
	3010	Telecommunication Engineer	A. Entry	\$57.00
			B. Intermediate	\$84.50
			C. Advanced	\$98.00
3020	Telecommunication Technician	A. Entry	\$40.00	
		B. Intermediate	\$53.00	
		C. Advanced	\$71.65	
Electronic Commerce	3200	Director, Electronic Commerce	No Variance	\$162.00
	3210	Manager, Electronic Commerce	No Variance	\$123.00
	3220	Electronic Commerce Analyst	A. Entry	\$58.00
			B. Intermediate	\$84.00
			C. Advanced	\$115.00

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
	3230	EDI Specialist	A. Entry	\$73.00
			B. Intermediate	\$84.00
			C. Advanced	\$89.50
Business Intelligence Systems Management	3400	Director, Data Warehouse	1. Team Leader	\$125.00
			2. Manager	\$145.00
			3. Sr. Manager	\$175.00
	3410	Manager, Data Warehouse	No Variance	\$142.00
	3420	Business Intelligence Analyst	No Variance	\$145.00
	3430	Data Warehouse Analyst	A. Entry	\$77.00
			B. Intermediate	\$87.00
			C. Advanced	\$100.00
	3440	Data Warehouse Administrator	No Variance	\$107.00
	3600	Manager, Decision Support	No Variance	\$135.00
	3610	Decision Support Specialist	A. Entry	\$64.00
			B. Intermediate	\$77.00
			C. Advanced	\$88.00
	3620	Decision Support Administrator	A. Entry	\$65.00
B. Intermediate			\$75.40	
C. Advanced			\$87.00	
3800	Manager, CRM Technology	No Variance	\$170.00	
4000	Knowledge Engineer	No Variance	\$142.00	
Enterprise Resource Planning (ERP)	4200	ERP Team Lead	No Variance	\$120.00
	4210	ERP Team Member	No Variance	\$100.00
	4220	ERP Configurer	No Variance	\$77.90
	4230	ERP Programmer/Analyst	A. Entry	\$70.00
			B. Intermediate	\$85.00
			C. Advanced	\$100.00
	4240	ERP Systems Support Specialist	No Variance	\$79.50
	4250	ERP Systems Administrator	No Variance	\$95.00
4600	Basis/Ale Technical Consultant	No Variance	\$131.00	
Sourcing and Vendor Relationship Management	4800	Chief Sourcing Officer	No Variance	\$147.00
	4810	Manager IT Procurement	No Variance	\$112.00
	4820	IT Procurement Specialist	No Variance	\$74.50
	5000	Manager, Vendor Relationships	1. Team Leader	\$85.50
			2. Manager	\$99.50
			3. Sr. Manager	\$118.50
	5010	Manager, Outsourcing Contracts	No Variance	\$112.30
	5020	Contracts Manager	No Variance	\$97.20
	5040	Finance/Administration Specialist	A. Entry	\$73.00
			B. Intermediate	\$77.50
C. Advanced			\$91.10	
5200	Technical Advisor	No Variance	\$130.20	
Business Management / Administration	5400	Asset Manager	No Variance	\$110.00
	5410	Asset Management Administrator	A. Entry	\$58.40
			B. Intermediate	\$67.00
			C. Advanced	\$74.00
	5500	Director, HR/IT	No Variance	\$158.00
	5600	Manager, HR/IT Staffing	No Variance	\$105.00
	5610	Technical Recruiter	A. Entry	\$59.00
B. Intermediate			\$75.00	
C. Advanced			\$96.00	

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
	5620	HR/IT Generalist	A. Entry	\$55.00
			B. Intermediate	\$68.00
			C. Advanced	\$90.00
	5800	Documentation Specialist/Technical Writer	A. Entry	\$57.50
			B. Intermediate	\$68.00
			C. Advanced	\$78.00
	6000	Manager, IT Finance	No Variance	\$118.00
	6100	Director, IT Risk and Compliance	No Variance	\$172.30
	6200	Manager, IT Audit	No Variance	\$139.50
6210	IT Auditor	No Variance	\$99.70	
6400	Business Management Specialist	No Variance	\$100.70	
Training	6600	Manager, Technical Training	1. Team Leader	\$78.00
			2. Manager	\$95.00
			3. Sr. Manager	\$110.00
	6610	Technical Trainer	A. Entry	\$57.30
			B. Intermediate	\$65.00
C. Advanced			\$80.00	
Security Management	6800	Security Manager	1. Team Leader	\$79.60
			2. Manager	\$99.00
			3. Sr. Manager	\$118.00
	6810	Security Analyst	A. Entry	\$65.00
			B. Intermediate	\$84.50
			C. Advanced	\$94.50
	6820	Data Security Specialist	No Variance	\$102.00
6830	Network Security Specialist	No Variance	\$98.00	
6840	System Security Specialist	No Variance	\$94.00	
6850	Web Security Specialist	No Variance	\$97.00	
Business Continuanace Management	7000	Manager, Business Continuanace	No Variance	\$148.00
	7010	Business Continuanace Specialist	No Variance	\$97.00
Product Development	7200	Manager, Product Development	1. Team Leader	\$75.00
			2. Manager	\$97.00
			3. Sr. Manager	\$118.00
	7210	Product Architect	No Variance	\$142.00
	7220	Product Engineer	A. Entry	\$64.00
			B. Intermediate	\$83.50
			C. Advanced	\$104.00
7230	Product Developer	A. Entry	\$72.00	
		B. Intermediate	\$88.00	
		C. Advanced	\$118.00	
Systems Programming & Admin.	7400	Manager, Systems Software	1. Team Leader	\$98.70
			2. Manager	\$122.30
			3. Sr. Manager	\$149.50
	7410	Systems Architect	A. Entry	\$65.00
			B. Intermediate	\$96.50
			C. Advanced	\$167.00
	7420	Systems Software Programmer	A. Entry	\$72.30
B. Intermediate			\$87.00	
C. Advanced			\$101.00	

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
	7430	Groupware Specialist	A. Entry	\$79.00
			B. Intermediate	\$101.00
			C. Advanced	\$109.60
	7440	Systems Administrator	A. Entry	\$65.00
			B. Intermediate	\$77.00
			C. Advanced	\$101.00
7450	UNIX System Administrator	No Variance	\$110.00	
7460	Storage Management Specialist	No Variance	\$100.50	
Business Analysis and Planning	7500	Director, Enterprise Architecture	No Variance	\$189.50
	7600	Manager, IT Business Planning	1. Team Leader	\$118.50
			2. Manager	\$131.00
			3. Sr. Manager	\$147.00
	7610	Enterprise Architect	No Variance	\$147.00
	7620	Business Process Consultant	A. Entry	\$55.50
			B. Intermediate	\$86.50
			C. Advanced	\$113.50
	7630	IT Business Consultant	A. Entry	\$68.00
			B. Intermediate	\$95.30
			C. Advanced	\$99.50
7640	Business Analyst	A. Entry	\$53.50	
		B. Intermediate	\$83.00	
		C. Advanced	\$95.00	
7700	Director, Business Relationships	No Variance	\$192.50	
7800	Manager, Customer Relations	No Variance	\$120.50	
Release Management	8000	Configuration Management Analyst	A. Entry	\$59.30
			B. Intermediate	\$89.30
			C. Advanced	\$92.00
8010	Release/Build Engineer	No Variance	\$100.50	
Program Management	8200	Director, Program Management	No Variance	\$191.50
	8210	Program Manager	1. Team Leader	\$96.00
			2. Manager	\$118.00
			3. Sr. Manager	\$142.00
	8220	Project Manager	1. Team Leader	\$96.60
			2. Manager	\$117.30
			3. Sr. Manager	\$121.00
	8230	Project Leader	A. Entry	\$67.00
B. Intermediate			\$110.50	
C. Advanced			\$120.00	
8235	Project Management Specialist	No Variance	\$87.00	
8240	Resource Manager	No Variance	\$97.50	
Customer Service Hotline	8400	Manager, Customer Service Hotline	No Variance	\$87.00
	8410	Customer Service Hotline Representative	A. Entry	\$40.00
			B. Intermediate	\$45.00
C. Advanced			\$57.00	
Technical Product Support	8600	Manager, Technical Product Support	1. Team Leader	\$80.50
			2. Manager	\$92.50
			3. Sr. Manager	\$106.00
	8610	Technical Product Support Analyst	No Variance	\$72.00
	8620	Technical Product Support Specialist	A. Entry	\$41.00
B. Intermediate			\$56.00	
C. Advanced			\$70.00	

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

**Contract Exhibit E
Staffing Resource Management Plan**

5.2.2 Staffing Resource Management Plan

Mindlance Staffing Resource Management Plan:

A. Respondent's Proposed Employment Procedures

- Describe Respondent's plan to provide staff for IT Staff Augmentation Services.

MINDLANCE RECRUITMENT PROCESS / METHODOLOGY

(A) SOURCING STRATEGY:

Mindlance focuses on gaining a thorough understanding of its clients' techno-functional environment and work culture, in addition to open position's job description as a basis to verify candidates experience levels, ensuring best-matched resources for its clients' needs. Based on this understanding, Mindlance designs a sourcing strategy that we apply to a specific client:

- Targeted Market Research
- Targeted Referral Focus
- Talent Supply and Demand Analysis
- Sourcing to Include Talent Community Outreach
- Various Job Boards (including diversity and military)
- LinkedIn Recruiter Access
- AIRS (Advanced Internet Recruiting Strategies)
- Colleges and Associations (Clinical Research & Scientific domain)
- Internal Database – Indexed by industry/location/skill/level, etc.
- Industry-leading Offshore Sourcing Model for targeted segments/skills

Mindlance specific sources:

1. Global Sourcing Centers – A team of 100+ niche-based sourcing professionals provide 24/7 support to our recruiters and populate our database with new talent. These team member's source and initiate contact with potential candidates for recurring needs.
2. The Mindlance Internal Database – Updated constantly, this easily-searchable, large database lets recruiters identify local talent for consideration for very specific requirements.
3. Internal Recruiting Team – Our tenured recruiters expand their networks rapidly with unique candidates to support our clients. They network with past and present contractors and plan for future client staffing needs. Our least-tenured internal recruiter has 6 years of experience.
4. Network of Consultants – Mindlance has over 2,000 consultants working on any given day, a great resource for attracting new and unique talent.
5. Candidate and Client Referrals
6. Professional Organizations.
7. Industry-specific & University Career Fairs – Regional and National participation.
8. Internet – Our Mindlance website, LinkedIn, internet job boards and online networking groups for specific areas.

(B) SEARCH & SCREENING:

The Mindlance Sourcing Specialist first screens resumes to determine if they match the job specification in terms of the required IT skill sets, project experience, domain knowledge and pay rate expectations. These initially screened resumes are submitted to Mindlance's Sourcing Manager for further scrutiny and candidate qualification which is followed by initial telephone screening to get a better understanding of their technology skills, industry experience and communication skills.

At this time, Mindlance performs a reference check to screen out undesirable candidates. A Mindlance Account Manager who better understands client needs further screens the remaining resumes of candidates. At this point, the selected candidates are called in for an in-person interview with our Subject Matter Expert (SME). For out of state candidates, the technical interview is conducted on the phone.

Based on the results of the personal and technical interview and reference check, Mindlance narrows down the list of qualified candidates to a manageable number. The selected candidates are then evaluated by a technical and professional/ personal reference checks. Mindlance also performs background check of candidates with respect to criminal investigation, drug testing and security clearance check, as per client requirements.

(C) ASSESSMENT

Following the Screening process, if the recruiter considers the candidate to be a viable fit, they conduct an “internal submission”. This internal submission alerts the Mindlance Account manager of a potential candidate. The AM reviews the information and schedules an interview. The next level of interviewing is conducted either in person (when possible) or during a scheduled call. It is either conducted by the AM or if required a Mindlance SME (and sometimes both). During this round of interviewing, a thorough skills assessment is performed as it relates to the particular requirement at hand.

A Mindlance Account Manager who best understands the client’s needs further screens the remainder of candidates. At this point, the selected candidates are called in for an interview with our Subject Matter Expert (SME). Further, Mindlance narrows down the list of qualified candidates to a manageable number. The selected candidates are further evaluated including conducting professional/ personal reference checks.

(D) SELECTION

Based on the resulting information obtained during the interview, testing (where applicable), and resulting references, the Mindlance AM makes a determination of the candidate’s overall fit and potential short comings as it relates to the position. The AM also provides a summation of their assessment in the candidate submittal. Once the AM has made a determination to submit the individual, he/she reviews further specific details of the client including hours, wage, intrinsic factors such as dress code, vacation policy, travel, etc - The AM obtains all other relevant information required for the candidate submission and presents to the end user / MSP.

(E) ONBOARDING

The on-boarding team works closely with the Mindlance Service Delivery Team (which includes Mindlance client-dedicated Account Manager) to ensure that each step of this process is understood and completed per internal guidelines and client contract terms.

Mindlance’s centralized Onboarding Team works with the Dedicated Account Manager to ensure proper onboarding, orientation and induction. The areas covered:

- Job Overview: Job Details, Job Location, Reporting Structure, etc.
- Contingent Labor Program Overview: Roles & Responsibilities of the MSP, Mindlance (employer-of-record) and Client
- Co-employment Training
- Issue Escalation Process, Point of Contact Details, Benefits Overview, Payroll Cycle
- Acceptable Code of Conduct
- Time Sheet/Expense Entry Process
- Travel/Other Expenses Guidelines
- Facility Access/Equipment Usage Guidelines
- Information Disclosure & Confidentiality Agreement
- Safety/Ergonomics/Security Guidelines
- Performance Expectations
- Client Work Days/Hours

(F) ORIENTATION

Before start of the engagement, the Mindlance Account Management Team member along with an on-boarding specialist and Consultant Care Representative will conduct the first orientation with the contingent worker. The focus of this orientation is centered on the rules of engagement, policies & procedures, communication & reporting expectations. This orientation sets the foundation of the relationship and mutual expectations.

(G) CONSULTANT ENGAGEMENT & RETENTION

Mindlance has one of the lowest turnover rates in the contingent labor industry and accomplishes this through open and ongoing communication with the consultant throughout the engagement. From hire to exit, Mindlance seeks feedback from the contractor, answers questions, manages concerns, provides counseling and/or training if needed, and reminds the contractor that s/he is a valuable employee who can build a future with us.

RECRUITMENT TEAM ROLES AND RESPONSIBILITIES:

Mindlance success is based on assigning dedicated service delivery teams (Account Manager, Recruitment Manager, Recruiters, Sourcing Specialists) with expertise in client vertical and skills. The size of such teams is based on client requirement volume, skills and locations. This unique service delivery approach utilizing a dedicated team, allows a clear view on the escalation hierarchy and a single point of contact (POC) for all client inquiries, issues and escalations.

For State of Florida, this will mean a committed, long-term, financial stable, legally compliant and scalable contingent labor partner which can provide a consistent service across locations and skills based on key parameters: (1) Coverage, (2) Speed, (3) Quality, (4) Price, (5) Compliance and (6) Services and (7) Specialization – IT Staff Augmentation.

(A) DEDICATED NATIONAL & REGIONAL ACCOUNT MANAGERS

Mindlance provides a dedicated National Account Manager to function as a single point of contact for State of Florida with responsibilities for strategic management matters, issue resolution, and other responsibilities as reasonably required by State of Florida. Additionally, at each key location and subject to the continuing approval of State of Florida, Mindlance provides a dedicated Regional Account Manager to function as the day-to-day point of contact for all tactical management matters, issue escalation, compliance with State of Florida program policies and other responsibilities as reasonably required by the State of Florida.

Mindlance’s account Management approach for Vendor Managed Accounts focuses on areas such as contract/ SLA adherence, customer service orientation, quality assurance, and a well-defined communication protocol between Mindlance and VMS accounts.

The role and responsibilities performed by Mindlance's SPOC/National Account Manager would include:

- Complete ownership of Mindlance's relationship with State of Florida and ensure compliance with all account fulfillment criteria as outlined by State of Florida.
- Accountability for all issues related to State of Florida in the specific regions, including general account Management, problem resolution, State of Florida expectations management, feedback and reporting.
- Tracking Mindlance's contractors' performance and report the same on a periodic basis to State of Florida.
- Problem resolution related to all Mindlance- State of Florida Contractors.
- Management of approved sub-tier vendors and associated contractors sourced from our sub-tier vendors to work at State of Florida locations.
- Orientation of any new State of Florida Account Manager(s) to make them aware of State of Florida procurement policies and procedures.
- Reporting of State of Florida account status to Mindlance Management on a monthly basis.

(B) HYBRID - LOCAL & CENTRALIZED - RECRUITMENT MODEL

Mindlance leverages a 24/5 Global Service Delivery Model consisting of:

1. National Recruitment Centers (NRC) based out of PA, NJ, FL & CA - These NRCs, consisting of 85+ recruiters, provides teams dedicated to VMS clients, specific markets and geographies, and workforce need surges to provide high level of scalability, responsiveness and consistency. It services all skill sets; provides subject matter experts and domain specific recruiters. These centers are also responsible for servicing requirements for any State of Florida locations where Mindlance does not have a local office
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3. Global Sourcing Centers (GSC) – Sourcing Team is based out of India Recruitment Centers (Bangalore, Gurgaon and Noida) focused on proactively identify/ screening candidate for future requirements

(C) DEDICATED & SPECIALIZED RECRUITMENT TEAM:

To service all State of Florida's needs effectively, Mindlance will have a dedicated State of Florida Account Service Delivery Team to provide the bandwidth, focus and learning required for servicing each State of Florida's specific needs. Within the dedicated teams, the recruiting procedure is divided into discrete sub-processes, which are executed by specialized individuals.

The dedicated team will be divided into following independent competency groups:

- Business Analysis and Planning
- Applications Development
- Data Strategy and Management
- Client Technologies, Technology Research
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2. A list of difficult-to-fill skill/location combinations for the specific State of Florida.

Mindlance dedicates a team of 'sourcers' to identify, source and screen active and passive candidates against the two criteria specified above. This team proactively builds a unique database of pre-screened active and passive candidates to match State of Florida skills, locations, pay rates and other criteria. Subsequently, when a live requirement is broadcasted by the State of Florida VMS, Mindlance US-based recruiters will then search our internal database to further screen the candidates pre-identified by our sourcing team. This allows Mindlance to offer our State of Florida, a unique set of non-job-board candidates not available to the competition.

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Mindlance has a scalable delivery model which enables us to transition internal resources to support special hiring initiatives. Our National and Global Recruiting Centers are vital to our high volume or seasonal and peak needs processes. These Centers have two main segments: a National Delivery (or "Overflow") Team to handle spikes in volume, and a Specialty Recruiting Team for hard-to-find or niche skill sets.

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- Compliance Management & Internal Audit

- Internal Staff Training
- Program Quality Assurance & Advisory
- Collaboration & Knowledge Management

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We have successfully implemented a structured contractor relationship management group within the organization, with prime focus on retention and contingent worker service. We have hired regional Contractor Relationship Managers (CRMs) who are in regular touch with the field contingent workers, and organize ‘meet and greet’ events including but not limited to breakfast/lunch/coffee meetings and regular phone interactions. This has helped pre-empt contractor issues at the very outset whether they be related to dissatisfaction with Mindlance or the State of Florida. Management of proactive issues and timely escalation has significantly helped in improving overall contractor satisfaction and reducing turnover. It has aided in networking amidst contractors thus fostering close ties and building a ‘Mindlance’ family at the State of Florida. It has also expanded the pool of candidates Mindlance has available for the State of Florida on a continuous basis by providing a referral source drawing on peers of these contractors in their respective skills sets which they are incentivized for. Besides this, it also helps in charting a future course for these Mindlance contractors at the State of Florida as these events provide a forum for where the next opportunities are opening up State of Florida wide and help the Account Manager segue each contractor into their next assignment at the State of Florida wherever possible

(H) PROGRAM GOVERNANCE TEAM

Mindlance’s Management team will act as escalation points of contact for State of Florida. If an issue cannot be resolved at a Regional Account Manager level, it’s escalated to the National Account Manager. Thereafter, the next level of escalation is the Associate Director who is the custodian of Mindlance’s relationship with the State of Florida. An Associate Director will oversee the complete Service Delivery organization (Account Managers, Recruiters and Sourcers) as well as support functions for State of Florida and will also be available to State of Florida as escalation point of contact. Beyond the Associate Director level, MSP/ State of Florida has direct access to the Head of Delivery as well as the CEO of Mindlance. The Program Governance Team would also be regularly involved with State of Florida in support of key strategic initiatives. On a time frame agreeable to State of Florida, Mindlance’s Associate Director would also visit State of Florida site(s) to obtain feedback on Mindlance’s program performance.

Some of the Management, Delivery and Measurement yardsticks (irrespective of State of Florida location) would include:

- Governance: Readiness & Standards, More Inclusive, Tailored based on Value Addition
- Responsiveness: Global/ National collaborative mindset SLA/ Results Driven, flexible resourcing model
- Talent (sustainable culture): Technical depth and breadth, Cross functional knowledge
- Leadership/Influence, Collaboration
- Cost Competitiveness by benchmarking industry rates across skill sets vis-à-vis their demand & supply
- Escalation Management & Issue Resolution

(I) CENTRALIZED AND SHARED COMPETENCY TEAMS – 4Ps (People, Process, Performance & Partnership)

1. PEOPLE MANAGEMENT TEAM – To become the employer of choice for our consultants and internal team, providing the exact opportunity for engagement and growth. This team ensures proper consultant care throughout their engagement with Mindlance.
2. PROCESS EXCELLENCE TEAM – Committed to continuous improvement, embracing a culture of excellence by design. Focused on value streaming, process compliance and process improvement across the organization (Sales, Account Management, Recruitment, Consultant Care, Shared Services, Compliance Management, etc.).
3. PROGRAM MANAGEMENT TEAM – Other than Governance, (1) Ensures the organization implements the right projects, using the right processes and the right tools needed to succeed; and (2) Standardizes and introduces economies of repetition in the execution of projects.
4. PERFORMANCE MANAGEMENT TEAM – Provide measurable business impact for all stakeholders. Focused on monitoring and improving key performance metrics around (1) Coverage, (2) Speed, (3) Price, (4) Quality and (5) Service
5. INTERNAL TRAINING INSTITUTE focused on horizontal and vertical recruitment skills development across Sourcing, Screening & Selection processes.

- Describe Respondent's employment screening processes that contain the following elements:
 - Respondent's employment standards (the minimum performance standards and that the Respondent requires of its employees and subcontractors.).
 - How the Respondent validates staff's resume stated education.
 - How the Respondent determines which staff fit the State's Job Title Description and/or Request for Quote criteria.
 - How Respondent will implement required Resume Self-Certification Form (Contract Exhibit G).
 - How the Respondent will conduct interviews and include interview criteria.
 - How the Respondent will conduct reference checks on staff.
 - How will Respondent have staff demonstrate their experience prior to submission to State as candidate for a Request for Quote.

MINDLANCE STANDARD OPERATING PROCEDURE FOR CANDIDATE SCREENING:

Mindlance has a well-defined Standard Operating Procedure for candidate screening that requires a series of interviews and quality control checks:

Global Sourcing Center – Proactively Seeks Qualified Candidates

- Creates and maintains a large internal database, matching resumes to clients and locations based on skill sets, experience, salary expectations, and location.
- Identifies potentially qualified candidates who, if selected, enter our formal screening process.

Mindlance Recruiter – Conducts Initial Telephone Screening

- Chooses candidates to enter our formal screening process for any given client requirement
- Uses an open-ended pre-screening questionnaire focusing on three areas:
 - TECHNICAL - Skills Qualification
 - EXPERIENCE - Employment History/Job Functions and Educational Background
 - PERSONAL - Salary History, Personal Preferences, and Availability
 - PERSONALITY – Cultural Fit, Behavioral Interview, Excitement about the Role and Client
- If the candidate is viable, recruiter uploads candidate data in an “internal submission”

Mindlance Account Manager and/or Subject Matter Expert – Conduct Detailed Technical Screening

- Alerted by internal submission of a potential candidate
- Conduct an in-person interview when possible, or a scheduled call
- Perform a thorough skills assessment targeted toward the specific client requirement
- If a candidate is a strong fit, AM further reviews the job description details and revisits:
 - The candidate's strengths
 - The candidate's potential shortcomings
 - The candidate's interest level
- Obtain all relevant information required for the candidate submission including references and, where applicable, college transcripts.
- As per the requirement of Section '14. Resume Self-Certification Form' of draft Contract, Mindlance will submit with its response a signed Resume Self-Certification Form (Exhibit G of the draft contract) to the Customer for each candidate included in the RFQ response.

Subject Matter Experts – Added Expertise When Needed

- Mindlance has a team of SMEs, who conduct domain and skill interviews for specialized skill/niche skill placements, as needed.

TOOLS USED DURING THE SELECTION & ASSESSMENT PROCESS:

Mindlance's screening and selection process is aimed at providing qualified candidates to its clients. To that end, Mindlance takes numerous steps to verify a candidate's experience levels using one or more of the following:

1. Candidates Resume and Skills Inventory Application Supplement – In addition to providing a resume, candidates complete and sign an application along with a Skills Inventory Application Supplement, which is used to verify the level of experience candidates possess in the required skill sets.
2. Screening Interview – Mindlance examines the candidate's aptitude for the role and verifies information on his/her resume. Preliminary assessments are made about the candidate's experience and education as well as professional compatibility. After the initial interview (often a phone screen followed by a face to face interview) a recommendation is made regarding the candidate's viability.
3. Standardized Tests – Mindlance Technical Recruiters qualify candidates using a proprietary written test or a standardized test. Based on specific requirements of our clients, we currently utilize the following providers for employee skills testing:
 - a) **Predictive Index (PI):** for behavioral suitability of a candidate for specific roles
 - b) **Qwiztek:** pre-employment skill testing and technical evaluations on skills.
 - c) **Brainbench:** numerous assessment products including personality, aptitude and skills testing particularly in the areas of technology, customer support and client services.
 - d) **Techcheck:** technology skills testing and assessment focused on IT, Project Management & PC literacy
 - e) **ProveIT:** testing and assessments for clerical, software, technical, industrial, financial and legal skills.

- f) **THE PEAC system:** testing on reasoning aptitude, natural behaviors, communication styles and personality traits. The PEAC test is normally conducted on the Project/Program Managers and other senior level managers to ascertain behavioral patterns by exposing them to simulated complex situations.
 - g) **Humanext.com:** to provide in-house and web-based testing and training on communication skills, customer service techniques and supervisory skills.
4. Technical Interview – Mindlance Subject Matter Experts (SME) qualify candidates using a proprietary written or standardized test, ask questions about the candidate’s skill levels and expertise, and verify information on the Skills Inventory Application Supplement.
 5. Industry Standard Certifications – For some positions, Mindlance requires its consultants to possess industry standard certifications in areas of expertise, which serve as a benchmark to assess a candidate’s level of expertise.
 6. Professional/Employment Reference Checks – Mindlance performs verification of a candidate’s experience via professional reference checks to verify the candidate’s experience as a match to the client’s open position.
 7. Mindlance verifies the candidate’s employment to validate the number of years of experience, in line with the client’s open position.

Additional tools used by Mindlance to pre-screen its candidates, include:

- A. Management Interview – Ensures that the candidate has excellent interpersonal and presentation skills and the right attitude.
- B. Attitudinal Test & Behavioral Test – Mindlance conducts its proprietary tests to understand the candidates’ attitude and behavior patterns by exposing the candidate to simulated complex situations.
- C. Assignment Orientation – Ensures an appropriate fit between the client and the candidate. Mindlance addresses intrinsic factors such as dress code, vacation, work hours, on-call requirements, etc, if any.
- D. HR Orientation - Prior to onboarding, Mindlance's HR team meets each candidate and explains Mindlance's policies, benefits, candidate duties and the points of contact for employment-related questions (this protects Mindlance's clients from co-employment risks/issues) etc.

Mindlance currently utilizes numerous programs and providers to test the competencies of its candidates. Based on specific requirements of our clients, we currently utilize the following providers for employee skills testing:

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- **The PEAC system:** testing on reasoning aptitude, natural behaviors, communication styles and personality traits. The PEAC test is normally conducted on the Project/Program Managers and other senior level managers to ascertain behavioral patterns by exposing them to simulated complex situations.
- **HumaNext.com:** in-house and web-based testing and training on communication skills, customer service techniques and supervisory skills.

Mindlance is constantly evaluating new tools that add value to the candidate assessment process and welcomes client recommendations for specific providers.

Describe Respondent’s operational formula to ensure staffing availability for IT Staff Augmentation services.

Mindlance success is based on assigning dedicated service delivery teams (Account Manager, Recruitment Manager, Recruiters, Sourcing Specialists) with expertise in client vertical and skills. The size of such teams is based on client requirement volume, skills and locations. This unique service delivery approach utilizing a dedicated team, allows a clear view on the escalation hierarchy and a single point of contact (POC) for all client inquiries, issues and escalations.

For State of Florida, this will mean a committed, long-term, financial stable, legally compliant and scalable contingent labor partner which can provide a consistent service across locations and skills based on key parameters: (1) Coverage, (2) Speed, (3) Quality, (4) Price, (5) Compliance and (6) Services and (7) Specialization – IT Staff Augmentation.

(A) DEDICATED NATIONAL & REGIONAL ACCOUNT MANAGERS

Mindlance provides a dedicated National Account Manager to function as a single point of contact for State of Florida with responsibilities for strategic management matters, issue resolution, and other responsibilities as reasonably required by State of Florida. Additionally, at each key location and subject to the continuing approval of State of Florida, Mindlance provides a dedicated Regional Account Manager to function as the day-to-day point of contact for all tactical management matters, issue escalation, compliance with State of Florida program policies and other responsibilities as reasonably required by the State of Florida.

Mindlance’s account Management approach for Vendor Managed Accounts focuses on areas such as contract/ SLA adherence, customer service orientation, quality assurance, and a well-defined communication protocol between Mindlance and VMS accounts.

The role and responsibilities performed by Mindlance’s SPOC/National Account Manager would include:

- Complete ownership of Mindlance’s relationship with State of Florida and ensure compliance with all account fulfillment criteria as outlined by State of Florida.
- Accountability for all issues related to State of Florida in the specific regions, including general account Management, problem resolution, State of Florida expectations management, feedback and reporting.
- Tracking Mindlance’s contractors’ performance and report the same on a periodic basis to State of Florida.
- Problem resolution related to all Mindlance- State of Florida Contractors.
- Management of approved sub-tier vendors and associated contractors sourced from our sub-tier vendors to work at State of Florida locations.
- Orientation of any new State of Florida Account Manager(s) to make them aware of State of Florida procurement policies and procedures.
- Reporting of State of Florida account status to Mindlance Management on a monthly basis.

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5. INTERNAL TRAINING INSTITUTE focused on horizontal and vertical recruitment skills development across Sourcing, Screening & Selection processes.

- Describe Respondent’s ability to remedy staff performance issues.

MINDLANCE STANDARD PROCESS FOR HANDLING CUSTOMER ISSUES REGARDING WORKER PERFORMANCE:

Mindlance is guided by the client in all matters related to contingent worker performance. If the client is dissatisfied with the quality of the contractor’s work, we have a variety of ways to address the situation in order to find a solution.

First and foremost, the designated Account Management Team is fully empowered to make decisions and take corrective action with respect to all contingent worker performance. In formal open sessions between the AM, the client’s Project Manager and the contractor, the contractor’s performance is fully assessed – positives, negatives, and areas that need improvement. Positive feedback is reinforced with the contractor, and a plan is developed to address the negative feedback and the areas that need improvement. The corrective actions may include one or more of the following, depending on the particular circumstance:

- Contractor Counseling – most issues are resolved with this intervention
- Communication Management between the Contractor/Client Manager/Mindlance Account Manager/CRM
- Training on soft as well as technical skills
- Training/counseling on team working/team management skills.
- Escalation to Mindlance Management for other action such as written reprimand up to and including termination.

No contractor is terminated without client approval, so that a smooth transition can be planned. In such cases, Mindlance would arrange an immediate replacement via our bench of contractors and with client approval. In addition, Mindlance’s Service Level Agreement with our clients stipulates that in cases of termination of a contractor, we will provide replacement resumes within 24 – 48 hours, with resource installation within 5 days of selection (or sooner).

After any corrective action is taken, Mindlance stays in contact with the contractor (or replacement contractor in the case of termination) and the client Project Manager to ascertain that the corrective action has improved the job site situation and determine if there are any remaining issues to be addressed. Further action will be taken as necessary. This ongoing communication is built-in part of Mindlance’s service delivery model throughout the contractor assignment, but takes on new focus after any corrective action is taken.

Mindlance’s Account Manager is available to the client 24/7 to deal with any issues. Any conflicts that are not resolved to the satisfaction of the client by Mindlance’s Account Manager may be escalated at any point to Mindlance’s Vice President and/or Mindlance’s Executive Management Team, and response is guaranteed to the full satisfaction of the aggrieved party within 24 hours of being informed. Everyone at Mindlance is available to resolve client problems, including the Mindlance President.

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

MINDLANCE INFORMATION SECURITY PROTOCOLS:

Mindlance has wide experience in providing diverse IT and Non-IT skills at enterprise level to its Fortune 500 and Government clients for their business critical needs. Mindlance has an uncompromising commitment to maintaining Confidentiality and Information Security while meeting the highest ethical standards. Mindlance and its professionals consistently work with client's confidential business information. Mindlance closely and proactively works with its customer to comprehend the requirements and policies related with confidential information and make every effort to notify the consultants before the beginning of its assignment. As a part of our standard practice, we make them understand and sign confidential agreements covering requirements under section '13.4 Confidentiality' of the draft contract of this RFP. In order to protect and manage information of our customers, Mindlance has very strict guidelines and zero tolerance policy with our consultants.

Mindlance has comprehensive knowledge and demonstrated experience protecting confidentiality and integrity of Confidential Information of its clients on number of staffing contracts. Since inception, Mindlance and its consultants have treated CLIENT's confidential information in the manner set forth in the State of Florida Confidentiality Agreement. Mindlance has proven track record of maintaining the confidentiality and security of every information which is considered as 'confidential' on the State of Florida's staffing contracts. During the term of the contracts and at all times thereafter, both Mindlance and its consultants have maintained the confidentiality of all CLIENT Confidential Information and prevented its unauthorized disclosure, publication, dissemination, destruction, loss, or alteration. It is evident from the fact that there is not a single incident of breach or violation of the Confidentiality Agreement is reported for the full tenure of the contracts.

Similar to our other CLIENT contracts, upon award, Mindlance contract manager will work with State of Florida to understand all security requirements of IT staff augmentation program. In order to fulfill the requirements of section '13.4 Confidentiality' of the draft contract of this RFP, our account Manager will work with our contract manager to document and distribute the information to our proposed professionals. We will request them to sign the State of Florida Confidential Agreement and maintain their records. We will present copy of the confidential agreements to State of Florida. Our contract manager will remain in contact with State of Florida and incorporate the changes, if suggested.

- Describe Respondent's procedures to timely accommodate a Customer's designation of a job as one of special trust that requires a background screening

Background Check Process for Our Employees:

Mindlance conducts a thorough background check on internal employees (if requested by client) including drug testing, behavioral tests, and verification of education, work history, and other information pertinent to role with the client.

Mindlance can initiate client-specific background check and drug testing processes, however in the absence of a client mandated policy, Mindlance would conduct the following Background Checks:

1. SSN Trace/Verification
2. 7 Year Criminal & Misdemeanor Check (County Criminal)
3. 7 Year National Criminal Search
4. FACIS/OIG/Prohibited Parties Search
5. Highest level of Education Verification
6. 5-Panel drug screen
7. Last 5 years, or last 3 significant Employment Verification

Mindlance perform these through contracted relationships with various drug/background providers established as part of our contingent labor onboarding requirements. Eg. HireRight, First Advantage, Lexis Nexus, Certiphi, Sterling, Checkpast, A-Check, etc.

B. Respondent's Principal Personnel

It is preferred that the Respondent's principal personnel have IT experience.

- List Respondent's principal personnel who will make management decisions concerning staff placement for services under the contract(s) that results from this solicitation and include the following:
 - Each principal personnel's name, education, credentials and certifications, job title, years of IT experience, and number of years employed with the Respondent.
 - Describe the role each principal personnel will have in a contract(s) that may result from this solicitation
 - Describe each principal personnel's Staffing Resource Management role in past IT Staff Augmentation contracts.
 - Detail any unique expertise and capabilities each principal personnel possess that could bring additional value to the State.

1.1. Proposed Project Team for State of Florida

1.1.1. List of Key Personnel

Following management staff would supervise the personnel and quality of services rendered on State of Florida IT Staff Augmentation contract. Resumes of our Key Personnel are provided in the below section.

Name	Designation	Role	Number of Years Employed With Mindlance
Vikram Kalra	President & CEO	Account Director	18+ years
Mitesh Mehta	Director – IT Staffing & Consulting	Contract Management	3+ years
Badrie Arasamangalam	Director, Technical Staffing	Overall Account Management	8 years

1.1.2. Biographies of Key Personnel.

VIKRAM KALRA – President & CEO (ACCOUNT DIRECTOR) – Union NJ (18 years with Mindlance; 18 years in Staffing) – Vik is responsible for overall strategic direction and service delivery across contingent labor programs. Under his leadership, Mindlance has grown from a two people local staffing firm founded in Hoboken NJ in 1999, to a \$160+ million national and international staffing firm. Prior to starting Mindlance, Vikram was a manager with the Financial Services Management Consulting Practice for Ernst & Young. There, he worked on technology implementation and process improvement engagements for clients like JP Morgan (Operational Risk Management), American Express (Digital) and UBS (Warburg Dillion Reed Equity Analysis). Recently, **Vik was recognized as one of the 100 most influential people in North American Staffing Industry – Staffing100 (2017, 2018)** – by the Staffing Industry Analysts. He holds an MBA in Finance & Strategy from University of Maryland.

MITESH MEHTA: Director, IT Staffing & Consulting (CONTRACT MANAGER) (3 years with Mindlance; 14 years in IT staffing) – Mr. Mitesh, with 14+ years of staffing experience, is responsible for managing a team of client-dedicated Account Managers, Account Executives, Delivery Managers, Recruiters, and Proactive Sourcing Professionals – for technology staffing delivery across a portfolio of large contingent staffing programs. Within this portfolio, he has overall P&L responsibility which includes strategy, competency building, client management, service delivery management and performance measurement. Prior to joining Mindlance, Mitesh worked in varied staff augmentation leadership roles for a large national staffing firms. His staffing service program experience spans clients such as **World Bank, Federal Reserve Bank of NY, USAC, Pima County, Sound Transit, Capital Metropolitan Transportation Authority, TX, Utah Transit Authority, Capital One, Bank of America, Nationwide, Charles Schwab, Key Bank, Ally Financial and American Express.** His technology experience includes clients such as Microsoft, AT&T, and Apple. He holds Master of Science in Electrical Engineering from University of Alabama.

BADRIE ARASAMANGALAM – Director, Technical Staffing (SR. ACCOUNT MANAGER) (8 years with Mindlance; 15 years in IT staffing)– Mr. Badrie, with over 15 years of IT staffing experience, he has a very successful track record in Mindlance supporting Technology-focused accounts within the Federal, State and Local Government space with extensive experience supporting the clients in east coast and Midwest region. He has over 15 years of strong experience providing and managing IT staffing services contracts with Federal, State and Local Government customers such as World Bank, USAC, New York Power Authority, Federal Reserve Bank of NY (FRB NY), State of Maryland, State of Massachusetts, State of North Carolina, Judicial Council of CA, Pima County, AZ, etc. He has worked as a **single point of contact for all Account Managers** for getting their requirements and submitting the right candidates to them after qualifying; technically and functionally. He is familiar with the Federal, State and Local Government customers' business processes, systems, environment (**including State of MA/NC/MD/FL**) and culture and well qualified to work with State of Florida. **Since 2011, he has been supporting USAC on two IT staffing contracts and has successfully placed over 35+ consultants with USAC on various technological platforms. Since 2015, he has been supporting NYPA on IT staffing contracts and has successfully placed over 30 IT consultants with NYPA on various technological platforms.** In addition, he has proven technical account management experience servicing clients like Apple and Ebay. His strengths include tight control over SLA management. Prior to Mindlance, he was a senior technical recruiter with Eastridge. He holds a MBA in Finance from University of Lincolnshire and Humberside.

Please refer below *Section 1.2 Resumes of Key Personnel* for full resumes for each key team member of Mindlance Proposed Project Team.

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1.2. Resumes of Key Personnel

1.2.1. Resume of Account Manager - Badrie Arasamangalam

BADRIE ARASAMANGALAM - ACCOUNT MANAGER

PROFESSIONAL SUMMARY

- **15 years'** experience in the IT industry including **14 years** in Recruiting and Account Management.
- He has **over 14 years** of strong experience providing and managing IT Staffing services contracts with Federal, State and Local Government customers such as **USAC, New York Power Authority (NYPA), Federal Reserve Bank of NY (FRB NY), State of Maryland, State of Massachusetts, Pima County, AZ, City of Glendale, AZ, San Bernardino County, CA, City of Minneapolis, MN, Judicial Council of California (JCC), etc.**
- Thorough understanding and familiarity with State and Local Government business processes, systems, environment and culture and well qualified to work with the State of Florida; **since 2011 he has supported current Temporary IT Staffing contracts** for various projects at USAC, NYPA, FRB NY, Pima County and Fortune 500 organizations such as Qualcomm, Apple, AMEX, BMS, J&J etc.
- Abundant experience working as Account Manager. Well acquainted with all aspects of Account Management.
- **Extensive experience supporting the clients such as Qualcomm, Apple, eBay in West coast and Midwest region.**
- He has served various organizations in the capacity of Account Manager, Resource Manager, Project Manager, Operations / Project Manager.
- Result-oriented, ability to handle multiple Clients and requirements simultaneously, with right balance of people skills and business acumen.
- Core strengths include optimized use of technical background to decipher client's technical needs and finding right candidate match for the opportunities
- **Domain Expertise: Government (Federal, State and Local), Defense, Nonprofit Organizations, Startups to Fortune 500 companies.**
- In addition to being an experienced Account Management professional, he has Master Degree in Business Administration.

RELEVANT EXPERIENCE

- Servicing USAC and its IT Department needs **since 2011 through current IT staffing contract # USAC-IT-2010-10-22 and USAC-IT-2014-02-002.06, executed over 35 SOWs with talented IT professionals.**
- **Since 2015, he has been supporting New York Power Authority (NYPA) on IT staffing contract and has successfully placed over 30 IT consultants with NYPA on various technological platforms.**
- Working closely with various Federal and State bodies on their on-going project initiatives, procured, drafted and submitted responses to RFP/ RFQs / RFIs.
- Designed and implemented customized delivery process on SOWs to be compliant with regulatory processes and governing principles.
- Active support to Procurement team within organizations in providing market data for pricing analysis, skill set availability and trends.
- Executed SOWs within agreed SLAs and estimated budget, at the same time presented top of the line talent.
- Provide recruiting support on various IT skills, technical screening, interview preparation, and candidate delivery upon offer.
- **Skill sets serviced included but not limited to:** Senior Developers (Java and .Net), DBAs (Oracle, SQL and DB2), Project Managers, Business Systems Analysts, Systems Analysts, Quality Assurance (Manual, Automation, WhiteBox and Performance), Infrastructure support, Documentum Developers, Oracle Identity and Access Manager.

RELEVANT EXPERIENCE

- Executed SOWs with cumulative value of \$4.5 Million USD for Government and Government Affiliated bodies in 2015
- Provided top talent to customers, who were retained or converted as FTEs
- Recognized and awarded as 'Most Reliable' vendor partner for maintaining SLAs over 96%

WORK EXPERIENCE

- **Director, Technical Staffing, Mindlance Inc:** Aug 2011 - Present
- **Sr. IT Recruiter, Eastridge Infotech:** Mar 2009 – July 2011
- **Resource Manager, SQL Star International:** July 2006 – Feb 2009
- **Project Manager, SolutionNET Consulting LLC:** May 2005- June 2006
- **Operations / Project Manager, SolutionNET Pte Ltd, Singapore:** Jan 2003 – Apr 2005
- **Various Technical IT Positions:** July 1999 – Dec 2002

EDUCATION

- **MBA – Business Finance**
School of Finance and Management, University of Lincoln, 1997 – 1999
- **Bachelor of Commerce**
Bachelor of Commerce (B.Com), University of Madras, 1994 – 1997

TECHNICAL SKILLS

- **Applications:** MS OFFICE Suite (Advanced skills), MS Project, Visio
- **Analytics Software:** SAS Base, SAS Enterprise Guide, WEKA
- **Database:** SQL Server
- **ATS:** Bullhorn, MaxHire, Job Diva, CBiz
- **ERP:** SAP BW

1.2.2. Resume of Mindlance Contract Manager – Mitesh Mehta

MITESH MEHTA - MINDLANCE CONTRACT MANAGER

PROFESSIONAL SUMMARY

- Accomplished operations & contract management professional with **14 years of operations & contract management experience** in the IT & ITeS industry.
- Abundant experience in managing Information Technology (IT) staffing and consulting contracts for various Federal/State/Local government clients such as **World Bank, Universal Service Administrative Company (USAC), Maryland Department of Information Technology (MDoIT), State of Massachusetts, University of Massachusetts (UMass), Pennsylvania State System of Higher Education (PASSHE), Sound Transit, Pima County, AZ, City of MN, Miami University, Baltimore County Public Schools (BCPS)**.
- Seasoned Executive with strong results in challenging circumstances.
- Recognized for leadership in planning, scheduling, crisis & risk management, and multi-site delivery of IT staffing contracts.
- Effective dealing with broad business decisions, complex operational problems or sensitive personnel matters, project goal oriented.

WORK EXPERIENCE

Mindlance Inc.

Director: July 2015 – Present

- Lead technology business for \$160+MN staffing firm including commercial and government customers.
- Managing information technology (IT) staffing and consulting contracts of Mindlance Federal/State/Local government clients such as USAC, World Bank, Federal Reserve Bank of NY, Maryland Department of Information Technology (MDoIT) & State of Massachusetts, Pima County, and Fortune 500 organizations such as Qualcomm, Apple, AMEX, J&J etc.
- Supporting contract and operations management activities for Government clients.

Collabera, Morristown, NJ

Client Partner and National Account Manager: Apr 2006 – June 2015

Responsibilities include Recruitment and Delivery Management, Resource Management, People management, Operations Management and Vendor Management of high volume temporary staff for large corporate clients in Telecom segment including AT&T/SBC, Lucent, Level3 Communications and Telcordia.

Recruitment and Delivery Management:

- Understanding the technical requirements from the clients.
- Resourcing potential candidates and ensure their qualifications meet open positions and determine candidate's suitability by evaluating placement feasibility. Ensuring quality control and quality check for all resources before delivery.
- Develop creative recruiting resources to attract qualified professionals interested in contract and contract to hire positions.
- Actively involved in re-negotiations of to ensure that the target GPM is achieved.
- Schedule interviews and conduct follow-up ER calls to candidates to ensure successful placements.
- Maintain regular ER calls to enhance the relationship with candidates and network of resources.
- Enhance business relationships from existing accounts and increase revenue potential.
- Prepare weekly and monthly recruitment reports for internal management meetings and maintain documentation with the company's on-line system. Maintain regulatory compliance and process adherence.
- Ensuring the teams completion of all Documentation and following of laid out processes.
- Detailed Training of all the new corporate recruits at all aspects of Recruitment from Requirement understanding/resume search/candidate contact/closing and Hiring.

People Management:

- Managing and mentoring a team of 25 supporting the Telecom clients.
- Team makeup consists of Leads/Managers, Recruiters, Coordinators and Administrators.
- Facilitate Weekly/monthly all hands team meetings with local and virtual team members.
- Responsible for the recruitment, selection and integration process for new team members.
- Coordinate communication, training and rollout of all new programs and process changes.
- Go to person for internal issue escalation and resolution. Produce monthly performance scorecards in order to provide specific real time feedback to recruiting team. Initiate Team Building activities. Responsible for ensuring annual performance review and compensation administration process guidelines are met.

Operations Management:

- Utilize weekly metrics to monitor service level performance and maintain data integrity.
- Maintain strict adherence to client's detailed process and policy requirements – file documentation, I-9 administration. Point person for National Account Manager and other functional domain leads on matters pertaining to Staffing.
- Responsible for creating business cases related to counter offers, promotions, headcount etc.

Client Management:

- Primary point person for all client initiated issues, questions and concerns related to Staffing operations.
- Represent Collabera within meetings related to service delivery status, performance level adherence and compliance. Assume SME role related to client processes and programs.
- Responsible for change requests related to service requests that fall outside of current contractual scope.

Vendor Management:

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- Establishing relationships with third party vendors to support high volume opportunities.
- Involved in vendor assessment and contractual negotiation process.
- Escalation point for all issues related to vendor's.
- Provide subject matter expertise and assess operational impacts related to system upgrades.
- Conduct end user training related to new systems implementations.

Career Development and Coaching:

- Partnered with management on multiple engagements in candidate identification and scheduling.
- Collaborated with senior executives on performance management/succession planning decisions.
- Coached, counseled and advised executive and non-executive personnel on career development issues.
- Managed training programs and guidelines for line personnel.

Collabera, Morristown, NJ

Technical Recruiter: Apr 2004 – Mar 2006

- Responsibilities include Recruiting and Delivery of high volume temporary staff for large corporate clients in Telecom segment including AT&T/SBC, Lucent, Verizon and Telcordia.
- Understanding the technical requirements from the clients.
- Utilize internal database to identify potential candidates and ensure their qualifications meet open positions and determine candidate's suitability by evaluating placement feasibility.
- Resourcing potential candidates and ensure their qualifications meet open positions and determine candidate's suitability by evaluating placement feasibility. Ensuring quality control and quality check for all resources before delivery
- Conducting searches for candidates using traditional and creative sourcing methods.
- Develop creative recruiting resources to attract qualified professionals interested in contract and contract to hire positions.
- Present job opportunities to qualified candidates and negotiate contract terms, negotiate compensation packages, assessing relevant experience, education, skills and personal qualifications to determine pay type/rate, relocation benefits, required H1 processing and other benefits. Schedule interviews and conduct follow-up PR calls to candidates to ensure successful placements.
- Maintain regular PR calls to enhance the relationship with candidates and network of resources.
- Establishing relationships with third party vendors to support high volume opportunities.
- Enhance business relationships from existing accounts and increase revenue potential.
- Prepare weekly and monthly recruitment reports for internal management meetings and maintain documentation with the company's on-line system. Working closely with the Operations team to meet all the client SLA's from the resourcing perspective
- Maintain regulatory compliance and process adherence. Ensuring the teams completion of all Documentation and following of laid out processes. Detailed Training of all the new corporate recruits at all aspects of Recruitment from Requirement understanding/resume search/candidate contact/closing and Hiring.

Department of Civil Engineering, UAH, Huntsville, AL

Research Assistant: Jun'02 – Dec'03

- Work involved data collection, data analysis and web development for a project from ALDOT (Alabama Department of Transportation) on concrete and timber bridges in the state of Alabama, concentrating on inspection, repair and maintenance of these structures.

KCG InfoTech (P) LTD, Chennai, India.

Project Trainee: Nov'00 – Mar'01

- Designed and implemented a Management Information Base Compiler using "C" on a Windows platform. The MIB compiler tool generates ANSI-C code for building embedded SNMP agents.

EDUCATION

-
- **Master of Science in Electrical Engineering, 2004**
University of Alabama in Huntsville, Huntsville, Alabama.
 - **Bachelor of Science in Computer Science and Engineering, 2001**
University of Madras, India

1.2.3. Resume of Mindlance Account Director – Vikram Kalra

VIKRAM KALRA – MINDLANCE ACCOUNT DIRECTOR

PROFESSIONAL SUMMARY

- Recently, **Vik was recognized as one of the 100 most influential people in North American Staffing Industry** – Staffing100 (2017, 2018) – by the Staffing Industry Analysts.
- **18 years'** experience in the IT & Non-IT industry including **15 years** in Client Management, Service Delivery and Recruitment.
- He has **over 8 years** of strong experience providing and managing IT & Professional Staffing services contracts with Federal, State and Local Government customers such as **World Bank, FRB NY, NYPA, Universal Service Administrative Company (USAC), Maryland Department of Information Technology (MDoIT), State of Massachusetts, State of NC, University of Massachusetts (UMass), Pennsylvania State System of Higher Education (PASSHE), Miami University, Baltimore County Public Schools (BCPS), Pima County, AZ, Sound Transit etc.**
- Abundant experience working as Account Director. Well acquainted with all aspects of Compliance Management, Risk Management, Resource Allocation, Performance Management and Customer Satisfaction
- Result-oriented, ability to handle multiple Clients and requirements simultaneously, with right balance of people skills and business acumen.
- Core strengths include optimized use of business knowledge, process and project management, and technical background to decipher client's technical needs and designing an optimal solution.
- **Domain Expertise: Government (Federal, State and Local), Defense, Nonprofit Organizations, Startups to Fortune 500 companies.**
- In addition to being an experienced Solution design and execution professional, he has Master Degree in Business Administration from University of Maryland, College Park.

WORK EXPERIENCE

Mindlance Inc.

Co-Founder and Managing Director: July 00 – Present

- Led Mindlance to become one of the fastest growing US staffing firm.
- Managed several Fortune 1000 client technology and functional application development, process re-engineering, and service delivery projects.
- Created a low-cost, scalable service delivery model structured around key areas: Coverage, Timeliness, Quality, Price, Compliance and Service.
- Created a success commercial and government contract management practice providing ongoing consulting services to 8 of the top 15 pharmaceutical companies.
- Recognized as the industry leader in implementation of Revitas Contract Management Systems
- Launched a unique Contract Lifecycles Management (CLM) practice providing strategy consulting and process automation for systematic creation, execution, compliance, and analysis of contracts for the purpose of maximizing operational performance, reducing costs, and minimizing risk
- Offered services include policies and procedures development, system and vendor selection, complete system implementation, customized reporting/analytics, merger services, and system assessment.
- Set-up a dedicated development center for a top 5 global bank support several key projects. Offered services include product management, application management, data management, test management and infrastructure management

Cap Gemini Ernst & Young (before merger Ernst & Young), New York, NY

Manager, Management Consulting Practice: Feb. '98 – Oct. '00

- **New Ventures Group:** Portfolio Investment Evaluation: Part of a six people internal venture-capitalist team responsible for evaluating all equity investment opportunities on behalf of the company. Reviewed business plans and presentations of entrepreneurs and corporate spin-off candidates for potential investments under strategic, client-portfolio and incubator portfolio. Coordinated with internal management (legal, practice leaders, subject matter experts) and external stake holders (venture-capitalists/investors, entrepreneurs, service providers) to structure and finalize the terms of the deal.
- **Net-Strike Vendor Management Program:** Staff Augmentation for consulting practice: Part of a six people internal team responsible for defining and implementing a model for 'just-in-time' sourcing of consultants for client engagements. Participated in the development of the business model which included the governance structure, pricing and profit philosophy, operational processes, vendor selection and performance management strategy, technology component, and ongoing compliance.
- **JP Morgan: Marketing Strategy/ New Product Launch:** As part of a joint marketing alliance with a leading financial institution, led a team of four to develop the Business case (including financial projections) and Go-To-Market strategy for the global launch of a new web-based product and supporting services. Participated in defining and prioritizing product enhancements.
- **Fleet Boston Financials:** Post-merger Integration: For the post-merger integration of retail brokerage operations of three financial services entities, set up the project management infrastructure and processes to ensure timely execution of compliance, external communication, new product launch and operational tasks
- **JP Morgan: eCommerce Operational Risk Framework:** Led a team of three to develop a generic eCommerce Operational Risk Management Framework (eC processes, sub processes, risks, sub risks and control procedures). This framework can be applied to any eCommerce initiative/venture to manage operational risks for all processes (like eStrategy, eMerchandising, eCRM, eSupply Chain, eCapital, etc.)
- **JP Morgan: Pro-forma Financials:** For potential spin-off of an eC strategic venture, developed pro-forma financial statements (to be included as part of the business plan) targeted to executive management and venture capitalists.

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- **American Express:** eC Improvement Portfolio Development: For a leading financial services conglomerate, developed a rapid improvement portfolio which focused on improving customer acquisition by leveraging interactive technologies and e-commerce best practices.
- **Intralinks:** Data migration for CRM package implementation
- **Toys R Us:** Product Costing Methodology Development
- **Time Warner:** Supply Chain Management
- **UBS Walburg Dillon Reed:** Equity Research

Nabisco, Inc., East Hanover, NJ and China

Associate, Process Audit: Jun. '97 - Jan. '98; Jun. '98 - Aug. '98

EDUCATION

- **Master of Business Administration, University of Maryland, College Park, MD, Dec '97**
 - *Recipient: James E. Dingman Entrepreneurial Scholarship*
- **Master of Commerce, University of Delhi, New Delhi, India, May '95**
- **Bachelor of Commerce (Honors), University of Delhi, New Delhi, India, May '93**

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

payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

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

3.9 Return of Funds.

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

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

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

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested; reputable air courier service; email; personal delivery; or as otherwise identified by the Department.

4.3 Department's Contract Manager.

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

Jane Doe
Address
Telephone #
Email

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

4.4 Contractor's Contract Manager.

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

Jane Doe
Florida Department of Management Services
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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

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

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

8.1 Public Records.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

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

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Confidential Information.

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

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

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

8.3 Document Management.

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

8.4 Intellectual Property.

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

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

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

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Duty to Provide Secure Data.

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

9.2 Warranty of Security.

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

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

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

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

9.3 Remedial Measures.

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

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

9.4 Indemnification (Breach of Warranty of Security).

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

9.5 Annual Certification.

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

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

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

10.2 Lobbying.

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

10.3 Communications.

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

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

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

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

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

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

11.3 Liquidated Damages.

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

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

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

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

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

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

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

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

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

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13.2 E-Verify.

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

13.3 Disqualifying Offenses.

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

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

13.4 Confidentiality.

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

SECTION 14. INFORMATION TECHNOLOGY.

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

14.1 Limitation of Liability.

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

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

14.2 Information Technology Standards.

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

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

CONTRACT EXHIBIT D

ADDITIONAL SPECIAL CONTRACT CONDITIONS

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1. Electronic Invoicing (eInvoicing)

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

1.1 Commerce eXtensible Markup Language (cXML)

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

1.2 Electronic Data Interchange (EDI)

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

1.3 Purchase Order Flip via Ariba Network (AN)

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

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

2. Purchasing Card (P-card) Program

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

3. Subcontracts

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

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

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

The Department supports diversity in its procurements and contracts, and requests that Contractors offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdinfo@dms.myflorida.com 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!