



**State Term Contract No. 80101507-23-STC-ITSA  
for  
Information Technology Staff Augmentation Services**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and RAD Cube LLC (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The Initial Contract Term shall be for four years, with no renewals. The Initial Contract Term shall begin on October 1, 2023, or on the last date signed by all parties, whichever is later. The Contract shall expire on September 30, 2027, unless terminated earlier in accordance with the Special Contract Conditions or Additional Special Contract Conditions.

**II. Contract.**

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Contract Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

- a) This Contract document
- b) Contract Exhibit A, Scope of Work
- c) Contract Exhibit B, Additional Special Contract Conditions
- d) Contract Exhibit C, Special Contract Conditions
- e) Contract Exhibit D, Price Sheet
- f) Contract Exhibit E, Resume Self-Certification Form
- g) Contract Exhibit F, Contractor Selection Justification Form
- h) Contract Exhibit G, Contractor Performance Survey
- i) Contract Exhibit H, Job Family Descriptions
- j) Contract Exhibit I, PUR 1355: Foreign Country of Concern Attestation

**State Term Contract No. 80101507-23-STC-ITSA  
for  
Information Technology Staff Augmentation Services**

**III. Contract Management.**

**Department's Contract Manager:**

Frank Miller  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Telephone: (850) 488-8855  
Email: [frank.miller@dms.fl.gov](mailto:frank.miller@dms.fl.gov)

**Contractor's Contract Manager:**

Name:  
RAD Cube LLC  
Address:  
City, State, Zip:  
Telephone:  
Email:

This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

**RAD Cube LLC**

**STATE OF FLORIDA, DEPARTMENT OF  
MANAGEMENT SERVICES**

DocuSigned by:  
  
78E34DCB1E9D47D

DocuSigned by:  
  
235E9FAE0CBC456

**Name:** Feroz Syed

**Brandon Spencer, Chief Procurement  
Officer and Director of State Purchasing**

**Title:** CEO

5/2/2024 | 10:47 AM EDT

6/10/2024 | 4:27 PM EDT

**Date:**

**Date:**

## Exhibit D, Price Sheet

### Information Technology Staff Augmentation Services

Firm or Individual Name:	RAD cube LLC				
Job Family	Job No.	Job Title	Scope Variant	Ceiling Rate	Vendor's Proposed Price
Applications Development	1200	Director Systems and Programming	1. Team Leader	\$ 149.37	\$ 134.43
			2. Manager	\$ 167.70	\$ 150.93
			3. Sr. Manager	\$ 204.52	\$ 184.07
	1210	Mgmt. Applications Development	1. Team Leader	\$ 139.38	\$ 125.44
			2. Manager	\$ 161.90	\$ 145.71
			3. Sr. Manager	\$ 163.95	\$ 147.56
	1220	Applications Architect	A. Entry	\$ 113.02	\$ 101.72
			B. Intermediate	\$ 121.27	\$ 109.14
			C. Advanced	\$ 128.69	\$ 115.82
	1230	Enterprise Application Integration (EA) Engineer	No Variance	\$ 138.90	\$ 125.01
	1240	Systems Analyst	A. Entry	\$ 73.08	\$ 65.77
			B. Intermediate	\$ 110.69	\$ 99.62
			C. Advanced	\$ 117.88	\$ 106.09
	1250	Applications Development Analyst	A. Entry	\$ 83.31	\$ 74.98
			B. Intermediate	\$ 105.40	\$ 94.86
C. Advanced			\$ 119.71	\$ 107.74	
Data Strategy and Management	1400	Database Manager	1. Team Leader	\$ 145.18	\$ 130.66
			2. Manager	\$ 163.17	\$ 146.85
			3. Sr. Manager	\$ 172.32	\$ 155.09
	1410	Data Architect	A. Entry	\$ 99.64	\$ 89.68
			B. Intermediate	\$ 134.40	\$ 120.96
			C. Advanced	\$ 167.62	\$ 150.86
	1420	Data Modeler	A. Entry	\$ 79.65	\$ 71.69
			B. Intermediate	\$ 107.40	\$ 96.66
			C. Advanced	\$ 130.04	\$ 117.04
	1430	Database Analyst	A. Entry	\$ 97.61	\$ 87.85
			B. Intermediate	\$ 114.90	\$ 103.41
			C. Advanced	\$ 129.28	\$ 116.35
	1440	Database Administrator	A. Entry	\$ 88.71	\$ 79.84
			B. Intermediate	\$ 123.69	\$ 111.32
			C. Advanced	\$ 137.97	\$ 124.17
Quality Assurance	1600	Mgmt. Quality Assurance	1. Team Leader	\$ 113.71	\$ 102.34
			2. Manager	\$ 138.52	\$ 124.67
			3. Sr. Manager	\$ 163.66	\$ 147.29
	1610	Quality Engineering Consultant	No Variance	\$ 123.75	\$ 111.38
			A. Entry	\$ 71.59	\$ 64.43

	1620	Quality Assurance Analyst	B. Intermediate	\$ 85.58	\$ 77.02
			C. Advanced	\$ 104.22	\$ 93.80
Technology Research	1800	Manager, Technology Research	No Variance	\$ 160.08	\$ 144.07
	1810	Technology Research Analyst	A. Entry	\$ 91.66	\$ 82.49
			B. Intermediate	\$ 111.51	\$ 100.36
C. Advanced			\$ 131.35	\$ 118.22	
Client Technologies	2000	Manager, Client Technologies	1. Team Leader	\$ 90.74	\$ 81.67
			2. Manager	\$ 126.75	\$ 114.08
			3. Sr. Manager	\$ 175.20	\$ 157.68
	2010	Client Technologies Analyst	A. Entry	\$ 61.15	\$ 55.04
			B. Intermediate	\$ 79.81	\$ 71.83
			C. Advanced	\$ 95.55	\$ 86.00
2020	Client Technologies Technician	A. Entry	\$ 57.49	\$ 51.74	
		B. Intermediate	\$ 63.32	\$ 56.99	
		C. Advanced	\$ 96.68	\$ 87.01	
Customer Support	2200	Mgmt. Customer Support	1. Team Leader	\$ 82.06	\$ 73.85
			2. Manager	\$ 113.42	\$ 102.08
			3. Sr. Manager	\$ 154.75	\$ 139.28
	2210	Customer Support Analyst	A. Entry	\$ 41.82	\$ 37.64
			B. Intermediate	\$ 51.72	\$ 46.55
			C. Advanced	\$ 87.09	\$ 78.38
2220	Customer Support Technician	A. Entry	\$ 52.59	\$ 47.33	
		B. Intermediate	\$ 56.32	\$ 50.69	
		C. Advanced	\$ 72.98	\$ 65.68	
Network Management	2400	Director, Network Operations	1. Team Leader	\$ 168.81	\$ 151.93
			2. Manager	\$ 181.52	\$ 163.37
			3. Sr. Manager	\$ 295.30	\$ 265.77
	2410	Manager, Network Operations	1. Team Leader	\$ 94.86	\$ 85.37
			2. Manager	\$ 140.75	\$ 126.68
			3. Sr. Manager	\$ 184.63	\$ 166.17
	2420	Network Architect	A. Entry	\$ 108.29	\$ 97.46
			B. Intermediate	\$ 128.60	\$ 115.74
			C. Advanced	\$ 137.45	\$ 123.71
	2430	Network Engineer	A. Entry	\$ 113.59	\$ 102.23
			B. Intermediate	\$ 122.22	\$ 110.00
			C. Advanced	\$ 133.35	\$ 120.02
2440	Network Analyst	A. Entry	\$ 83.68	\$ 75.31	
		B. Intermediate	\$ 100.18	\$ 90.16	
		C. Advanced	\$ 131.87	\$ 118.68	
2450	Network Administrator	A. Entry	\$ 69.14	\$ 62.23	
		B. Intermediate	\$ 83.40	\$ 75.06	
		C. Advanced	\$ 101.69	\$ 91.52	
2460	Network Technician	A. Entry	\$ 61.11	\$ 55.00	
		B. Intermediate	\$ 73.79	\$ 66.41	
		C. Advanced	\$ 75.23	\$ 67.71	

Internet Planning, Eng. & Operations	2600	Mgmt. Internet Operations	1. Team Leader	\$ 159.38	\$ 143.44
			2. Manager	\$ 183.12	\$ 164.81
			3. Sr. Manager	\$ 206.87	\$ 186.18
	2610	Internet/Web Architect	A. Entry	\$ 73.73	\$ 66.36
			B. Intermediate	\$ 106.27	\$ 95.64
			C. Advanced	\$ 136.03	\$ 122.43
	2620	Internet/Web Engineer	A. Entry	\$ 71.70	\$ 64.53
			B. Intermediate	\$ 108.12	\$ 97.31
			C. Advanced	\$ 130.38	\$ 117.34
	2630	Web Applications Programmer	A. Entry	\$ 71.25	\$ 64.13
			B. Intermediate	\$ 105.15	\$ 94.64
			C. Advanced	\$ 120.90	\$ 108.81
	2640	Web Designer	A. Entry	\$ 57.54	\$ 51.79
			B. Intermediate	\$ 69.69	\$ 62.72
			C. Advanced	\$ 115.37	\$ 103.83
	2650	Webmaster	A. Entry	\$ 62.85	\$ 56.57
			B. Intermediate	\$ 77.85	\$ 70.07
			C. Advanced	\$ 106.50	\$ 95.85
	2660	Internet/Web Systems Administrator	A. Entry	\$ 63.17	\$ 56.85
			B. Intermediate	\$ 92.31	\$ 83.08
			C. Advanced	\$ 110.00	\$ 99.00
	2670	Web Customer Support Specialist	A. Entry	\$ 60.89	\$ 54.80
			B. Intermediate	\$ 70.79	\$ 63.71
			C. Advanced	\$ 85.95	\$ 77.36
Operations	2800	Director, Data Center Operations	No Variance	\$ 186.51	\$ 167.86
	2810	Manager, Computer Operations	1. Team Leader	\$ 90.78	\$ 81.70
			2. Manager	\$ 125.11	\$ 112.60
			3. Sr. Manager	\$ 180.95	\$ 162.86
	2820	Supervisor, Computer Operations	1. Team Leader	\$ 90.78	\$ 81.70
			2. Manager	\$ 102.11	\$ 91.90
	2830	Computer Operator	A. Entry	\$ 50.24	\$ 45.22
			B. Intermediate	\$ 53.55	\$ 48.20
			C. Advanced	\$ 60.45	\$ 54.41
	2840	Manager, Capacity Planning	No Variance	\$ 144.49	\$ 130.04
2850	Manager, Production Support	1. Team Leader	\$ 114.74	\$ 103.27	
		2. Manager	\$ 144.81	\$ 130.33	
2860	Production Support Analyst	A. Entry	\$ 64.48	\$ 58.03	
		B. Intermediate	\$ 75.98	\$ 68.38	
		C. Advanced	\$ 99.95	\$ 89.96	
Telecommunications	3000	Manager, Telecommunication Operations	1. Team Leader	\$ 114.07	\$ 102.66
			2. Manager	\$ 153.22	\$ 137.90
			3. Sr. Manager	\$ 182.89	\$ 164.60
	3010	Telecommunication Engineer	A. Entry	\$ 62.94	\$ 56.65
			B. Intermediate	\$ 92.70	\$ 83.43
C. Advanced			\$ 112.81	\$ 101.53	

	3020	Telecommunication Technician	A. Entry	\$ 67.86	\$ 61.07
			B. Intermediate	\$ 78.12	\$ 70.31
			C. Advanced	\$ 91.52	\$ 82.37
Electronic Commerce	3200	Director, Electronic Commerce	No Variance	\$ 214.79	\$ 193.31
	3210	Manager, Electronic Commerce	No Variance	\$ 136.16	\$ 122.54
	3220	Electronic Commerce Analyst	A. Entry	\$ 64.59	\$ 58.13
			B. Intermediate	\$ 91.85	\$ 82.67
			C. Advanced	\$ 126.90	\$ 114.21
	3230	EDI Specialist	A. Entry	\$ 81.84	\$ 73.66
			B. Intermediate	\$ 92.69	\$ 83.42
C. Advanced			\$ 96.84	\$ 87.16	
Business Intelligence Systems Management	3400	Director, Data Warehouse	1. Team Leader	\$ 161.44	\$ 145.30
			2. Manager	\$ 194.54	\$ 175.09
			3. Sr. Manager	\$ 243.93	\$ 211.44
	3410	Manager, Data Warehouse	No Variance	\$ 178.83	\$ 160.95
	3420	Business Intelligence Architect	No Variance	\$ 161.09	\$ 144.98
	3430	Data Warehouse Analyst	A. Entry	\$ 86.80	\$ 78.12
			B. Intermediate	\$ 103.78	\$ 93.40
			C. Advanced	\$ 126.80	\$ 114.12
	3440	Data Warehouse Administrator	No Variance	\$ 127.04	\$ 114.34
	3600	Manager, Decision Support	No Variance	\$ 150.89	\$ 135.80
	3610	Decision Support Specialist	A. Entry	\$ 70.88	\$ 63.79
			B. Intermediate	\$ 84.87	\$ 76.38
			C. Advanced	\$ 97.80	\$ 88.02
3620	Decision Support Administrator	A. Entry	\$ 89.50	\$ 80.55	
		B. Intermediate	\$ 108.98	\$ 98.08	
		C. Advanced	\$ 138.11	\$ 124.30	
3800	Manager, CRM Technology	No Variance	\$ 212.54	\$ 191.29	
4000	Knowledge Engineer	No Variance	\$ 170.66	\$ 153.59	
Enterprise Resource Planning (ERP)	4200	ERP Team Lead	No Variance	\$ 165.14	\$ 148.63
	4210	ERP Team Member	No Variance	\$ 135.14	\$ 121.63
	4220	ERP Configurer	No Variance	\$ 85.05	\$ 76.55
	4230	ERP Programmer/Analyst	A. Entry	\$ 77.24	\$ 69.52
			B. Intermediate	\$ 93.74	\$ 84.37
			C. Advanced	\$ 113.69	\$ 102.32
	4240	ERP Systems Support Specialist	No Variance	\$ 95.09	\$ 85.58
4250	ERP Systems Administrator	No Variance	\$ 114.15	\$ 102.74	
4600	Basis/Ale Technical Consultant	No Variance	\$ 156.89	\$ 141.20	
Sourcing and Vendor	4800	Chief Sourcing Officer	No Variance	\$ 224.39	\$ 201.95
	4810	Manager IT Procurement	No Variance	\$ 155.84	\$ 140.26
	4820	IT Procurement Specialist	No Variance	\$ 81.29	\$ 73.16
	5000	Manager, Vendor Relationships	1. Team Leader	\$ 94.79	\$ 85.31
			2. Manager	\$ 135.16	\$ 121.64
3. Sr. Manager			\$ 183.74	\$ 165.37	

<b>Relationship Management</b>	<b>5010</b>	<b>Manager, Outsourcing Contracts</b>	No Variance	\$ 149.58	\$ 134.62
	<b>5020</b>	<b>Contracts Manager</b>	No Variance	\$ 113.08	\$ 101.77
	<b>5040</b>	<b>Finance/Administration Specialist</b>	A. Entry	\$ 81.24	\$ 73.12
			B. Intermediate	\$ 105.48	\$ 94.93
			C. Advanced	\$ 133.46	\$ 120.11
<b>5200</b>	<b>Technical Advisor</b>	No Variance	\$ 152.55	\$ 137.30	
<b>Business Management / Administration</b>	<b>5400</b>	<b>Asset Manager</b>	No Variance	\$ 131.33	\$ 118.20
	<b>5410</b>	<b>Asset Management Administrator</b>	A. Entry	\$ 66.20	\$ 59.58
			B. Intermediate	\$ 74.23	\$ 66.81
			C. Advanced	\$ 80.44	\$ 72.40
	<b>5500</b>	<b>Director, HR/IT</b>	No Variance	\$ 198.30	\$ 178.47
	<b>5600</b>	<b>Manager, HR/IT Staffing</b>	No Variance	\$ 116.21	\$ 104.59
	<b>5610</b>	<b>Technical Recruiter</b>	A. Entry	\$ 65.51	\$ 58.96
			B. Intermediate	\$ 88.92	\$ 80.03
			C. Advanced	\$ 131.04	\$ 117.94
	<b>5620</b>	<b>HR/IT Generalist</b>	A. Entry	\$ 69.16	\$ 62.24
			B. Intermediate	\$ 81.41	\$ 73.27
			C. Advanced	\$ 117.30	\$ 105.57
	<b>5800</b>	<b>Documentation Specialist/Technical Writer</b>	A. Entry	\$ 65.55	\$ 59.00
			B. Intermediate	\$ 78.74	\$ 70.87
			C. Advanced	\$ 96.29	\$ 86.66
<b>6000</b>	<b>Manager, IT Finance</b>	No Variance	\$ 159.00	\$ 143.10	
<b>6100</b>	<b>Director, IT Risk and Compliance</b>	No Variance	\$ 245.40	\$ 220.86	
<b>6200</b>	<b>Manager, IT Audit</b>	No Variance	\$ 166.21	\$ 149.59	
<b>6210</b>	<b>IT Auditor</b>	No Variance	\$ 116.07	\$ 104.46	
<b>6400</b>	<b>Business Management Specialist</b>	No Variance	\$ 126.14	\$ 113.53	
<b>Training</b>	<b>6600</b>	<b>Manager, Technical Training</b>	1. Team Leader	\$ 94.23	\$ 84.81
			2. Manager	\$ 113.62	\$ 102.26
			3. Sr. Manager	\$ 158.32	\$ 142.49
	<b>6610</b>	<b>Technical Trainer</b>	A. Entry	\$ 65.51	\$ 58.96
			B. Intermediate	\$ 71.76	\$ 64.58
C. Advanced			\$ 88.14	\$ 79.33	
<b>Security Management</b>	<b>6800</b>	<b>Security Manager</b>	1. Team Leader	\$ 104.70	\$ 94.23
			2. Manager	\$ 141.75	\$ 127.58
			3. Sr. Manager	\$ 171.89	\$ 154.70
	<b>6810</b>	<b>Security Analyst</b>	A. Entry	\$ 71.40	\$ 64.26
			B. Intermediate	\$ 93.24	\$ 83.92
			C. Advanced	\$ 119.28	\$ 107.35
	<b>6820</b>	<b>Data Security Specialist</b>	No Variance	\$ 110.25	\$ 99.23
<b>6830</b>	<b>Network Security Specialist</b>	No Variance	\$ 143.39	\$ 129.05	
<b>6840</b>	<b>System Security Specialist</b>	No Variance	\$ 103.04	\$ 92.74	
<b>6850</b>	<b>Web Security Specialist</b>	No Variance	\$ 119.39	\$ 107.45	
<b>Business Continuance Management</b>	<b>7000</b>	<b>Manager, Business Continuance</b>	No Variance	\$ 163.94	\$ 147.55
	<b>7010</b>	<b>Business Continuance Specialist</b>	No Variance	\$ 121.64	\$ 109.48

Product Development	7200	Manager, Product Development	1. Team Leader	\$ 98.29	\$ 88.46
			2. Manager	\$ 133.53	\$ 120.18
			3. Sr. Manager	\$ 176.31	\$ 158.68
	7210	Product Architect	No Variance	\$ 172.50	\$ 155.25
	7220	Product Engineer	A. Entry	\$ 70.55	\$ 63.50
			B. Intermediate	\$ 93.72	\$ 84.35
			C. Advanced	\$ 125.43	\$ 112.89
	7230	Product Developer	A. Entry	\$ 82.48	\$ 74.23
			B. Intermediate	\$ 114.23	\$ 102.81
			C. Advanced	\$ 134.57	\$ 121.11
Systems Programming & Admin.	7400	Manager, Systems Software	1. Team Leader	\$ 138.94	\$ 125.05
			2. Manager	\$ 161.06	\$ 144.95
			3. Sr. Manager	\$ 203.19	\$ 182.87
	7410	Systems Architect	A. Entry	\$ 72.32	\$ 65.09
			B. Intermediate	\$ 107.19	\$ 96.47
			C. Advanced	\$ 182.10	\$ 163.89
	7420	Systems Software Programmer	A. Entry	\$ 84.24	\$ 75.82
			B. Intermediate	\$ 105.30	\$ 94.77
			C. Advanced	\$ 128.47	\$ 115.62
	7430	Groupware Specialist	A. Entry	\$ 86.81	\$ 78.13
			B. Intermediate	\$ 110.49	\$ 99.44
			C. Advanced	\$ 118.61	\$ 106.75
	7440	Systems Administrator	A. Entry	\$ 72.31	\$ 65.08
B. Intermediate			\$ 85.43	\$ 76.89	
C. Advanced			\$ 110.31	\$ 99.28	
7450	UNIX System Administrator	No Variance	\$ 126.90	\$ 114.21	
7460	Storage Management Specialist	No Variance	\$ 120.90	\$ 108.81	
Business Analysis and Planning	7500	Director, Enterprise Architecture	No Variance	\$ 242.40	\$ 218.16
	7600	Manager, IT Business Planning	1. Team Leader	\$ 136.10	\$ 122.49
			2. Manager	\$ 178.71	\$ 160.84
			3. Sr. Manager	\$ 181.12	\$ 163.01
	7610	Enterprise Architect	No Variance	\$ 168.75	\$ 151.88
	7620	Business Process Consultant	A. Entry	\$ 60.88	\$ 54.79
			B. Intermediate	\$ 94.54	\$ 85.09
			C. Advanced	\$ 123.58	\$ 111.22
	7630	IT Business Consultant	A. Entry	\$ 75.11	\$ 67.60
			B. Intermediate	\$ 104.49	\$ 94.04
C. Advanced			\$ 108.63	\$ 97.77	
7640	Business Analyst	A. Entry	\$ 58.98	\$ 53.08	
		B. Intermediate	\$ 91.42	\$ 82.28	
		C. Advanced	\$ 104.30	\$ 93.87	
7700	Director, Business Relationships	No Variance	\$ 236.39	\$ 212.75	
7800	Manager, Customer Relations	No Variance	\$ 151.15	\$ 136.04	
Release Management	8000	Configuration Management Analyst	A. Entry	\$ 65.15	\$ 58.64
			B. Intermediate	\$ 98.99	\$ 89.09



Release management			C. Advanced	\$ 100.65	\$ 90.59
	8010	Release/Build Engineer	No Variance	\$ 110.62	\$ 99.56
Program Management	8200	Director, Program Management	No Variance	\$ 217.35	\$ 195.62
	8210	Program Manager	1. Team Leader	\$ 119.70	\$ 107.73
			2. Manager	\$ 138.14	\$ 124.33
			3. Sr. Manager	\$ 165.45	\$ 148.91
	8220	Project Manager	1. Team Leader	\$ 117.96	\$ 106.16
			2. Manager	\$ 132.49	\$ 119.24
			3. Sr. Manager	\$ 137.54	\$ 123.79
	8230	Project Leader	A. Entry	\$ 74.39	\$ 66.95
			B. Intermediate	\$ 122.95	\$ 110.66
			C. Advanced	\$ 134.06	\$ 120.65
8235	Project Management Specialist	No Variance	\$ 95.40	\$ 85.86	
8240	Resource Manager	No Variance	\$ 142.95	\$ 128.66	
Customer Service Hotline	8400	Manager, Customer Service Hotline	No Variance	\$ 95.40	\$ 85.86
	8410	Customer Service Hotline Representative	A. Entry	\$ 45.60	\$ 41.04
			B. Intermediate	\$ 50.04	\$ 45.04
C. Advanced			\$ 63.15	\$ 56.84	
Technical Product Support	8600	Manager, Technical Product Support	1. Team Leader	\$ 88.72	\$ 79.85
			2. Manager	\$ 102.21	\$ 91.99
			3. Sr. Manager	117.56	\$ 105.80
	8610	Technical Product Support Analyst	No Variance	\$ 80.25	\$ 72.23
	8620	Technical Product Support Specialist	A. Entry	\$ 45.72	\$ 41.15
B. Intermediate			\$ 61.57	\$ 55.41	
C. Advanced			\$ 77.67	\$ 69.90	

## **Exhibit A Scope of Work**

### **1. Purpose**

To provide Customers with a State Term Contract (STC) for Information Technology Staff Augmentation Services, pursuant to the terms set forth in this Scope of Work. The Department intends to issue a supplemental Invitation to Bid on an annual basis for the remaining term of the State Term Contract beginning in 2024. New Vendors may submit a bid for Prequalification annually. Additionally, current Vendors on the State Term Contract may submit supplemental bids annually beginning in 2024 to prequalify for additional Job Titles.

### **2. Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**State** – The State of Florida.

### **3. Contractor’s General Responsibilities**

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

- 3.1 The Contractor is responsible for the comprehensive management of Staff. Staff shall not be deemed an employee of the State or deemed to be entitled to any benefits associated with such employment and the Contractor shall be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, and all administrative tasks required by State and federal law associated with payment of Staff.
- 3.2 The Contractor shall provide Staff in accordance with Customer Request for Quotes (RFQ), and as described in Exhibit H, Job Family Descriptions document. Customers may include a detailed scope of work, specific requirements of the work to be performed, and any requirements of Staff within the Request for Quotes.
- 3.3 The Contractor shall possess the professional and technical Staff necessary to allocate, outsource, and manage qualified Staff to perform the services requested by the Customer.
- 3.4 The Contractor shall provide Customers with Staff who have sufficient skill and experience to perform the services assigned to them.
- 3.5 The Contractor is responsible for ensuring that all Information Technology Staff Augmentation Services furnished under the Contract meet the professional standards and quality that prevails among information technology professionals in the same discipline and of similar knowledge and skill engaged in related work throughout Florida under the same or similar circumstances.
- 3.6 The Contractor shall provide, at its own expense, any training necessary for keeping Contractor’s Staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.

- 3.7 The Contractor shall, at its own expense, be responsible for adhering to the Contract background screening requirements, testing, evaluations, advertising, recruitment, and disciplinary actions of Contractor's Staff.
- 3.8 The Contractor, throughout the term of the Contract, shall maintain all licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required for Contractor and Staff to perform the Information Technology Staff Augmentation Services.
- 3.9 Contractor shall be responsible for all costs associated with the administration of this Contract.
- 3.10 The Contractor shall adhere to all work policies, procedures, and standards established by the Department and Customer.
- 3.11 The Contractor shall ensure that Staff conform with the Customer's policies in all respects while on the Customer's premises, and is responsible for obtaining all rules, regulations, policies, etc.
- 3.12 The Contractor shall only provide Information Technology Staff Augmentation services for those Job Titles awarded to the Contractor. Contractor shall be paid on an hourly basis unless Customer requests in their RFQ a project-based pricing structure in accordance with Section 9.5, below.

**4. Subcontracts and Staff**

- 4.1 The Contractor is fully responsible for satisfactory completion of all work on this Contract. The Contractor shall ensure and provide assurances to the Department or Customer upon request, that any subcontractor(s) or Staff provided under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract.

The Contractor must provide the Customer with the names of Staff considered for work on a purchase order issued under this Contract. The Customer shall retain the right to reject any Staff whose qualifications or performance, in the Customer's exclusive judgment, is insufficient.

- 4.2 The Contractor agrees to be responsible for all work performed and all expenses incurred by subcontractors and Staff while performing work under this Contract.
- 4.3 Any subcontract or Staff arrangements must be evidenced by a written document available to the Department or Customer.
- 4.4 The Contractor agrees to make payments to the subcontractor or Staff within seven working days after receipt of full or partial payments from the Customer in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor or required by law.

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

### **5. Conduct of Employees and Staff**

Contractor shall ensure that all of Contractor's employees and Staff provided under the Contract shall adhere to the standards of conduct prescribed in the Customer's personnel policy and procedure guidelines, particularly rules of conduct, security procedures, and any other applicable rules, regulations, policies, and procedures of the Customer, including but not limited to Rule Chapter 33-208, Florida Administrative Code. The Contractor shall ensure that all Staff and employees wear attire suitable for the position, either a standard uniform or business casual dress, identified by the Customer.

### **6. Contractor Security Clearance**

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

### **7. Purchasing Card**

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

### **8. Purchase Order Requirements**

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

In accepting a Purchase Order, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors

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

## **9. Request for Quotes**

- 9.1 Customers needing Information Technology Staff Augmentation Services will issue a Request for Quote (RFQ) each time they desire to solicit Information Technology Staff Augmentation Services. The Customer shall issue a detailed RFQ that includes a pricing model, term, service levels, educational qualifications and experience needed. Pursuant to sections 287.056(2) and 287.0591(5), F.S., an Agency must ensure that a RFQ is issued to a minimum of 25 contracted vendors awarded to provide the applicable Information Technology Staff Augmentation contractual services sought by the Agency. Some contractors are not contracted to provide all Job Titles, and the vendors selected to issue a RFQ to must have been awarded to provide the specific Job Title(s) as requested in the Agency RFQ.
- 9.2 Pursuant to section 287.056(2), F.S., RFQs performed within the scope of this Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.
- 9.3 While the specific format of the RFQ is left to the discretion of the agency, Customers will issue a RFQ document each time they desire to solicit Information Technology Staff Augmentation Services and shall send the RFQ document electronically via email or through MFMP to at least 25 Contractors that offer the specific awarded Job Title(s) sought by the Agency. When responding to a RFQ, Contractor must submit a completed Resume Self-Certification Form with the Contractor's response.
- 9.4 Customers issuing RFQs against this Contract should note when responses are due and when the Customer anticipates awarding the RFQ.
- 9.5 RFQs with project-based pricing, and any Purchase Orders issued from such RFQs, shall require payment dependent on completion of deliverables and tasks only and may not contain payment for hourly work. Customers who choose to use project-based pricing are not exempt from the requirements listed in Section 3.5, Request for Quote(s) Requirement, and must negotiate all pricing, fees, and related expenses associated with the completion of each task and deliverable. Project-based RFQs and Purchase Orders shall not include services that were not awarded to the Contractor or commodities that are not contemplated by this Contract. Quotes received in response to project-based RFQs shall include, and the total cost of the Purchase Order issued shall not exceed, an estimated cost to complete the RFQ requirements under the hourly pricing model for comparison. Project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstances may a project-based price be permitted to be greater than the hourly rates.

## **10. Resume Self-Certification Form**

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

### 11. Ongoing Performance Measures

The Department intends to use performance-reporting tools in order to measure the performance of Contractor(s). These tools will include the Contractor Performance Survey (Exhibit G), to be completed by Customers on a quarterly basis. Such measures will allow the Department to better track Vendor performance through the term of the Contract(s) and ensure that Contractor(s) consistently provide quality services to the State and its Customers. The Department reserves the right to modify the Contractor Performance Survey document and introduce additional performance-reporting tools as they are developed, including online tools (e.g. tools within MFMP or on the Department's website).

### 12. Holidays

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

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

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

### 13. Contract Reporting

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

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

### 14. MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the

“Transaction Fee & Reporting” section and “Training for Vendors” subsections under the “Vendors” tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at: [VendorHelp@myfloridamarketplace.com](mailto:VendorHelp@myfloridamarketplace.com) or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

### **15. Quarterly Sales Reports**

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

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_resources/quarterly\\_sales\\_report\\_format](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format).

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

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

- Quarter 1 – (July-September) – due 30 calendar days after the close of the period
- Quarter 2 – (October-December) – due 30 calendar days after the close of the period
- Quarter 3 – (January-March) – due 30 calendar days after the close of the period
- Quarter 4 – (April-June) due 30 calendar days after the close of the period

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

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

### **16. Certified and Minority Business Enterprises Reports**

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

### **17. Ad Hoc Reports**

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



### 18. Business Review Meetings

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

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

### 19. Financial Consequences

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

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

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

**Failure to timely provide Quarterly Sales Reports, transaction fee reports, or other reports as required will result in the imposition of financial consequences and repeated**

**failures or non- payment of financial consequences owed under this Contract may result in the Contractor being found in default and the termination of the Contract.**

**No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.**

**20. Routine Communications**

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

**21. Contract Transition**

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

**22. Other Fees and Charges**

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



**Exhibit B**  
**ADDITIONAL SPECIAL CONTRACT CONDITIONS**

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

**2.2 Renewal.**

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

**3.4 Purchase Order.**

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

**3.7 Transaction Fees.**

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

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

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item

is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

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

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

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

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

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

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

#### 5.5 Scrutinized Companies - Termination by the Department.

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

#### 5.6 Cooperation with Inspector General and Records Retention.

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

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

#### 8.1.1 Termination of Contract.

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

#### 8.1.2 Statutory Notice.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN**

**OF PUBLIC RECORDS AT [PUBLICRECORDS@DMS.FL.GOV](mailto:PUBLICRECORDS@DMS.FL.GOV), (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.**

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

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

#### 13.2 E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The

Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

B. Special Contract Conditions additions: the following subsections are added to the Special Contract Conditions:

5.7 Foreign Country of Concern Attestation.

If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-15958>.

5.8 Common Carrier Attestation.

The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-14614>.

This Contract or a Customer purchase order may be terminated if the Contractor is found to be in violation of the submitted attestation.

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

**Attachment C**  
**SPECIAL CONTRACT CONDITIONS**  
**JULY 1, 2019 VERSION**

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



## **SECTION 1. DEFINITION.**

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

### **1.1 Customer.**

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

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

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

### **2.2 Renewal.**

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

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

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

#### **2.3.2 Termination for Convenience.**

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

#### **2.3.3 Termination for Cause.**

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

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

### **SECTION 3. PAYMENT AND FEES.**

#### **3.1 Pricing.**

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

#### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

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

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

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

#### **3.3 Payment Invoicing.**

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

#### **3.4 Purchase Order.**

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

#### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

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

### 3.7 Transaction Fees.

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

### 3.8 Taxes.

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

### 3.9 Return of Funds.

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

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

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

### 4.2 Notices.

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

### 4.3 Department's Contract Manager.

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

Department's Contract Manager Name

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

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

#### 4.4 Contractor's Contract Manager.

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

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

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

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

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

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

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

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

#### 4.7 PRIDE.

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

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

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

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

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

#### 5.3 Department of State Registration.

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

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

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

#### 5.5 Scrutinized Companies - Termination by the Department.

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

#### 5.6 Cooperation with Inspector General and Records Retention.

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

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

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

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

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

#### 6.3 Independent Contractor.

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

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

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

##### 6.4.2 Rejected Commodities.

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

#### 6.5 Safety Standards.

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

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

**6.7 Time is of the Essence.**

Time is of the essence regarding 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.**

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

**SECTION 7. LIABILITY AND INSURANCE.**

**7.1 Workers' Compensation Insurance.**

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' 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 and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional 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.

**7.3 Florida Authorized Insurers.**



All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the 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.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer 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 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 the Contractor under any contract with the State.

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

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

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

#### 8.1.2 Statutory Notice.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE 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 Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of 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.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

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 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. The 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.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that 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 through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

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 through performance of the Contract are owned solely by the State of Florida.

## **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and 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 the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **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's 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 to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 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 is executed and during the Contract term.

### 10.3 Communications.

#### 10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### 10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

## **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.**

#### **11.2.1 Proposal of Corrective Action Plan.**

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

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer 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 or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or 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.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, 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 created 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 and the Department 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 the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, 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, the 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 to conduct background checks of its employees, agents, representatives, and subcontractors 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. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use 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 commodities or contractual services 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. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



**Information Technology Staff Augmentation Services  
Contract No. 80101507-23-STC-ITSA**

**Exhibit E  
Resume Self-Certification Form**

The Contractor's candidates shall complete this Resume Self-Certification Form. Completed Resume Self-Certification Forms shall be submitted within the Contractor's response to Customer's Request for Quotes.

"I the undersigned do hereby certify, under the penalty of perjury, that information in my resume submitted for consideration of the State of Florida contract position is true, correct, complete, and made in good faith to the best of my knowledge and belief. If an omission, falsification, misstatement, or misrepresentation has been made regarding my education, work ability, experience, employment history, and/or fitness for employment as a contractor, I may be disqualified as a contractor, and the matter will be reported to appropriate agency or law enforcement personnel. I understand that there may be civil and/or criminal penalties for misrepresenting pertinent information in connection with contract positions, including, but not limited to, penalties available under sections 287.133 or 817.566, Florida Statutes. I further understand that if I am not a United States citizen, violation cases may be reported to the US Department of Homeland Security for potential deportation."

"In addition, I the undersigned do hereby consent to the release of my information by employers, educational institutions, law enforcement agencies, and other individuals and organizations to investigators and other authorized agents of Florida for verification and investigation purposes. I understand that any documents submitted to procure a contract(s) with the State of Florida, including resumes, are public records."

\_\_\_\_\_  
Print Full Legal Name of Candidate

\_\_\_\_\_  
Candidate's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Candidate's Form of Identification Presented

\_\_\_\_\_  
Identification number

\_\_\_\_\_  
Contractor's Witness Signature One      Date

\_\_\_\_\_  
Contractor's Witness Signature Two      Date

\_\_\_\_\_  
Print Name Contractor's Witness One

\_\_\_\_\_  
Print Name Contractor's Witness Two

**Information Technology Staff Augmentation Services  
Contract No. 80101507-23-STC-ITSA**

**Exhibit F  
Contractor Selection Justification Form**

Customers shall complete this Contractor Selection Justification Form for each candidate selected and attach all completed forms to the purchase order.

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

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

Address: \_\_\_\_\_

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

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

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

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

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

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

Position candidate recommended for: \_\_\_\_\_

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

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

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

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

**Information Technology Staff Augmentation Services  
Contract No. 80101507-23-STC-ITSA**

**Exhibit G  
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 Attachment A, Scope of Work.

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. Accurately estimated and controlled costs to complete work 3  2  1
- 4. Submitted, timely, accurate & complete invoices 3  2  1

**Timeliness of Performance**

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

**Business Relations**

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

**Customer Satisfaction**

- 9. Overall Satisfaction with Contractor 3  2  1

**Comments:**

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

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

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

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

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

## **Contractor Performance Survey 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)**

- Non-conformances do not impact achievement of contract requirements.
- Cost issues do not impact achievement of contract requirements.
- Delays do not impact achievement of contract requirements.
- Response to inquiries, technical, service, and administrative issues is usually effective and responsive.

### **Poor (1)**

- Non-conformances are compromising the achievement of contract requirements.
- Cost issues are compromising performance of contract requirements.
- Delays are compromising the achievement of contract requirements.
- Response to inquiries, technical, service, and administrative issues is not effective and responsive.

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

## FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

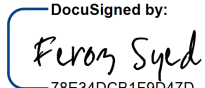
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

RAD Cube LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Feroz Syed

Title: CEO

Signature:   
78E34DCB1F9D47D...

Date: 5/2/2024 | 10:47 AM EDT