

**RESOLUTION NO. 14-1270**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE PURCHASE OF TEMPORARY STAFFING SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO UTILIZE THE STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES CONTRACT WITH GUIDESOFT, INC. D/B/A KNOWLEDGE SERVICES PURSUANT TO SECTION 7 OF ORDINANCE 12-142 (THE TOWN'S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO EXECUTE AND IMPLEMENT TERMS AND CONDITIONS OF CONTRACT; AUTHORIZING TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes, Florida ("the Town") desires to purchase temporary staffing services; and

**WHEREAS**, Section 7 of Town of Miami Lakes Ordinance 12-142 ("the Town's Procurement Ordinance") authorizes the purchase of goods and services from current contracts of other public, governmental, state/federal funded or non-profit entities, where the contracts have resulted from a formal competitive procurement process; and

**WHEREAS**, the Town intends to access a contract by the State of Florida, Department of Management Services with GuideSoft, Inc. d/b/a Knowledge Services ("Knowledge Services") for the Town's temporary staffing services needs; and

**WHEREAS**, the best source for the purchase of temporary staffing services that meets the needs of the Town is from Knowledge Services, under contract with the State of Florida, Department of Management Services, which is being piggybacked for this purchase; and

**WHEREAS**, the Procurement Manager has conducted a market analysis to determine that the pricing from Knowledge Services under the contract with the State of Florida, Department of Management Services is the most advantageous procurement method available to the Town; and

WHEREAS, the Town Manager recommends authorization to purchase temporary staffing services from the current contract between the State of Florida, Department of Management Services and Knowledge Services, in an amount not to exceed budgeted funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

**Section 2. Approval of Contract.** The Town Council hereby approves and authorizes the Town Manager to purchase, using the current contract between the State of Florida, Department of Management Services and GuideSoft, Inc. d/b/a Knowledge Services, temporary staffing services from GuideSoft, Inc. d/b/a Knowledge Services, in substantially the form attached hereto as Exhibit "A," subject to approval as to form and legality by the Town Attorney.

**Section 3. Authorization of Town Officials.** The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the contract with GuideSoft, Inc. d/b/a Knowledge Services for the purchase of temporary staffing services.

**Section 4. Authorization of Fund Expenditure.** The Town Manager is authorized to implement the terms and conditions of the contract with GuideSoft, Inc. d/b/a Knowledge Services and expend budgeted funds with funding coming from Fiscal Year 2014-2015's General Fund.

**Section 5. Execution of the Contract.** The Town Manager is authorized to execute the contract in substantially the form attached hereto as Exhibit "A" with GuideSoft, Inc. d/b/a Knowledge Services for the purchase of temporary staffing services, subject to approval as to form and legality by the Town Attorney.

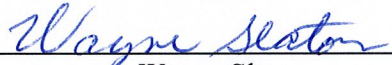
**Section 6. Effective Date.** This Resolution shall be effective immediately upon adoption.

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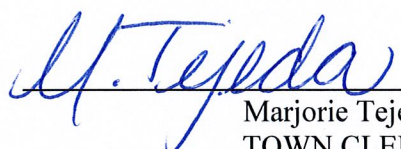
Passed and adopted this 9<sup>th</sup> day of December, 2014.

The foregoing resolution was offered by Councilman Lama who moved its adoption. The motion was seconded by Councilman Mestre and upon being put to a vote, the vote was as follows:

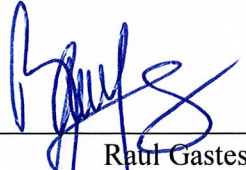
Mayor Wayne Slaton	<u>yes</u>
Vice Mayor Manny Cid	<u>yes</u>
Councilmember Tim Daubert	<u>yes</u>
Councilmember Tony Lama	<u>yes</u>
Councilmember Ceasar Mestre	<u>yes</u>
Councilmember Frank Mingo	<u>yes</u>
Councilmember Nelson Rodriguez	<u>yes</u>

  
\_\_\_\_\_  
Wayne Slaton  
MAYOR

Attest:

  
\_\_\_\_\_  
Marjorie Tejada  
TOWN CLERK

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

**EXHIBIT "A"**

**Alternate Contract Source Agreement for Managed Services Provider to Supply Contingent  
Administrative and Light Industrial Staff**  
Professional Services Contract for Managed Services Provider Services  
Between the State of Indiana Office of Administration, Procurement Division and  
GuideSoft, Inc. d/b/a Knowledge Services

**THIS Alternate Contract Source Agreement ("ACS")** is made and entered into as of the date last set forth below by and between the State of Florida, Department of Management Services ("Department") and GuideSoft, Inc., d/b/a Knowledge Services ("Contractor").

The Department is authorized by section 287.042(16), Florida Statutes, to evaluate contracts and, when determined in writing to be cost-effective and in the best interest of the State of Florida, to enter into an agreement authorizing Agencies (as that phrase is defined in section 287.012 (11), Florida Statutes, and Rule 60A-1.005, Florida Administrative Code) to make purchases from such contracts.

**WHEREAS**, the State of Indiana Office of Administration, Procurement Division ("State of Indiana") and the Contractor are parties to a contract executed September 8, 2009, and amended March 8, 2010, June 24, 2010, February 15, 2011, March 10, 2011, and September 28, 2012 (collectively, the "Contract"), containing cooperative language under which Agencies within the State of Florida may purchase services from Contractor; and

**WHEREAS**, the Department seeks to retain a Managed Services Provider (MSP) to supply contingent administrative and light industrial staff for the State of Florida.

**THEREFORE**, in consideration of the promises contained below and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## **1. Definitions**

### **1.1. ACS Agreement (ACS)**

This agreement between the Department and Contractor, consisting of the documents listed below, by which the Contractor agrees to provide MSP services to Agencies under terms and conditions contained in the Contract, appended as Attachment A, as well as Florida-specific terms and conditions contained in the other documents appended as Attachments B through K:

- A. The Contract
- B. Florida Standard Contract Conditions (PUR 1000)
- C. Service Level Agreement
- D. Preferred Pricing Affidavit
- E. Monthly Sales Report
- F. State of Florida Administrative and Light Industrial Positions
- G. Rate Change Request
- H. Savings/Price Reductions
- I. Drug-Free Workplace Program Certification
- J. Contractor Information Worksheet
- K. Background Checks

### **1.2. Actual Pay Rate**

The hourly rate of pay received by contingent staff before deductions taken for the purpose of complying with contingent staff members' statutory, regulatory, and other legal requirements.

**1.3. Agency (or Agencies)**

Executive branch entities of Florida state government, as described in section 287.012(1), Florida Statutes.

**1.4. Bill Rate**

The unit of compensation paid to the Contractor, consisting of the Actual Pay Rate and the Mark-up Fee, which is inclusive of Subcontractor's Statutory Rate for contingent staff members.

**1.5. Business Hours**

For purposes of this ACS the period of time that begins at 8:00 AM and ends at 5:00 PM, Eastern or Central Time Zone as appropriate, Monday through Friday, excluding all official holidays recognized by the State of Florida for its employees.

**1.6. Contract**

The agreement and amendments executed by the Contractor and the State of Indiana Office of Administration, Procurement Division, appended as Attachment A.

**1.7. Contractor**

The Managed Services Provider responsible for providing and maintaining a network of Subcontractors, supplying and supporting a Vendor Management System, and providing recruitment and selection services to Agencies.

**1.8. Employer of Record**

The entity legally responsible for disbursing compensation to contingent staff, determining, providing, and paying for benefits, if any, for the contingent staff member, and handling other matters related to the terms and conditions of employment for the contingent staff member. For purposes of this ACS the Employer of Record will be either the Contractor, its affiliate, KHI Solutions, Inc., or the applicable Subcontractor; that entity shall be responsible for compliance with federal and state employment-related laws, and payment of federal and state employment taxes, costs and fees applicable to contingent staff provided for Agencies.

**1.9. Mark-up Fee**

The amount equal to the difference between the Bill Rate and the Actual Pay Rate.

**1.10. MyFloridaMarketplace**

The State of Florida's eProcurement system used by Agencies to issue purchase orders to obtain the services available from the ACS.

**1.11. Network**

The group of Subcontractors established by the Contractor to provide contingent staffing services to Agencies.

**1.12. Parties**

The Contractor and the Department, and their permitted successors and assigns.

**1.13. RESPECT**

A statutorily-created non-profit Florida organization established to assist handicapped persons to achieve independence through employment.

**1.14. Service Level Agreement**

Mandatory, detailed performance requirements that apply to the Contractor's delivery of contingent staffing services to Agencies.

**1.15. Statutory Rate**

The total amount paid to Contractor for taxes and fees required by applicable federal and state employment laws, including but not limited to, the Federal Insurance Contributions Act, Medicare, Florida Unemployment Compensation Act, Federal Unemployment Tax, Florida Workers' Compensation Act, liability insurance, and Affordable Healthcare Act.

**1.16. Subcontractor (or Subcontractors)**

A vendor that has executed an agreement with the Contractor to supply contingent staffing to Agencies when requested to do so.

**1.17. Transaction**

An agency's purchase of contingent staffing services that triggers a duty by the agency to compensate the contingent staff member for services performed. The transactional unit for this ACS shall be per person unless another unit is specifically agreed to by the Agency and Contractor in a particular purchase order.

**1.18. Turnover**

The resignation or termination of a contingent staff member prior to completion of the member's anticipated duration of service.

**1.19. User agreement**

The agreement between the Contractor and Agencies.

**1.20. Vendor Management System (VMS)**

The Contractor's automated system, accessible through the Internet, that processes contingent staffing requisitions from Agencies and invoices Agencies, produces monthly and quarterly reports, and performs other operations required under the ACS.

**1.21. Vendor-neutral**

The practice of maintaining a bias-free process for releasing staffing opportunities to all Subcontractors and delivering candidate information to Agencies for review and selection.

**2. Purpose**

The purpose of the ACS is to quickly and efficiently acquire contingent administrative and light industrial staff through a Vendor-neutral process and system operated by the Contractor.

**3. Changes and Additions to the Contract**

**3.1. Term**

The ACS will be effective on the last date signed and will be effective for a term of two years from November 18, 2014, unless canceled or terminated earlier by the parties under governing terms and conditions of the ACS.

**3.2. Renewal**

Upon mutual written agreement, the Department and the Contractor may renew the ACS, in whole or in part, for a Renewal Term not to exceed 2 years.

### **3.3. Orders**

Agencies may procure contingent staffing services under the ACS by issuing a purchase order or by using a state purchasing card. Agencies are responsible for reviewing the terms and conditions of this ACS. The State of Indiana is not a party to any transaction under this ACS. The Department is not a party to any transaction under this ACS unless the Department's own purchasing office issues a purchase order or uses a state purchasing card to obtain contingent staffing services.

### **3.4. Pricing**

The Contractor shall adhere to the negotiated ceiling prices for State of Florida administrative and light industrial positions, which are listed in Attachment F. Negotiated prices are "not to exceed" prices and lower pricing may be negotiated by Agencies or Contractor.

The rates established in Attachment F are the maximum Bill Rates that may be charged to a customer. The parties acknowledge and agree that these rates are based on the best information available to the parties at the time the ACS is executed. The Contractor has an immediate duty to acquire additional information to enable the parties to assess whether the maximum Bill Rates may be reduced without compromising Customer operations or efficiency. Not later than 180 days after execution of the ACS the Contractor shall provide to the Department preliminary written recommendations for Bill Rate reductions by region and job classification. Not later than one year after execution of the ACS the Contractor shall implement Bill Rate reductions agreed to by the parties, and propose a schedule of amended rates to be included in the contract. The Contractor shall use the form in Attachment G to request changes to the Bill Rates.

### **3.5. Compliance with Laws**

Contractor, its affiliate, KHI Solutions, Inc., or the applicable Subcontractor, shall be the Employer of Record for all contingent staff assigned to Agencies, and shall comply with all laws, rules, codes, ordinances, and licensing requirements applicable to the conduct of its business within the State of Florida, including those of federal, state, and local governmental entities having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, Florida Statutes, and Chapter 60A-1, Florida Administrative Code, govern the ACS and Subcontractor agreements. By way of further non-exhaustive example, the Contractor, or the applicable Subcontractor, shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, Florida Department of Law Enforcement background checks (if required) more fully described in Attachment K, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws may be grounds for termination of the ACS. Contractor acknowledges that it is responsible for compliance with Employer of Record and other requirements whether performed by its affiliate or Subcontractor(s).

### **3.6. Background Checks**

- 3.6.1. If required by the Agency, and in accordance with the Agency's instructions, the Contractor shall require that background checks, including criminal history checks, are conducted on contingent staff provided under the ACS. Contingent staff may be persons of special trust and may be required to undergo a Level II background check. The Contractor shall require Subcontractors to pay fees for background checks. The Contractor may not allow any contingent staff to provide services to Agencies if such staff does not meet the qualification standards established by the Agency.
- 3.6.2. The Contractor shall require Subcontractors to report to Contractor any criminal matter in which contingent staff member assigned to an Agency has been involved. Criminal matters requiring reporting include an arrest, charge, indictment, information, conviction, plea of guilty or plea of no contest, regardless of whether adjudication is withheld, and regardless of whether the criminal matter occurred within or outside the workplace. The Contractor shall require Subcontractor to report criminal matters, of which it has knowledge, to it no later than one business day after the



occurrence of the event, and shall provide Subcontractor with contact information for reporting criminal matters. The Contractor shall notify the Agency no later than one business day after the reporting by Subcontractor of any criminal matter.

### **3.7. State Funds**

The State of Florida's performance and obligation to pay under this ACS are contingent upon an annual appropriation of funds by the Legislature. The Contractor shall comply with sections 11.062 and 216.347, Florida Statutes, prohibiting use of state funds to lobby the Legislature, judicial branch, or state agencies.

### **3.8. Invoices and Payments**

The Contractor shall issue invoices for all services provided to Agencies. Invoices must specify the Bill Rate, Actual Pay Rate, and Mark-up Fee used to determine the amount of the invoice. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices will be paid in accordance with the requirements of section 215.422, Florida Statutes. Contractor is responsible for deducting the two percent (2%) MSP/VMS fee from the amount paid to the Subcontractor(s). In addition, Contractor is responsible for payment of the one percent (1%) MFMP fee.

Pursuant to section 215.422, F.S., Agencies have five (5) working days to inspect and approve goods and services, unless the purchase order or contract specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Agency or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount.

### **3.9. Contractor Compensation**

The Contractor MSP/VMS compensation rate shall be two percent (2%), excluding Subcontractor expenses that are billed to the Agency through the VMS. Contractor is responsible for deducting the two percent (2%) MSP/VMS fee for its compensation prior to remitting payment to the Subcontractor(s).

### **3.10. Travel**

Agencies are not responsible for separately reimbursing the Contractor, Subcontractor(s), or contingent staff for travel expenses unless authorized in writing at the time the purchase order is issued. If authorized by the Agency, bills for travel expenses shall be submitted in accordance with s. 112.061, F.S., and may be submitted through the VMS.

### **3.11. VMS**

3.11.1. The Contractor shall ensure that the Department, Subcontractors and Agencies have continuous, uninterrupted access to the VMS, including nights, weekends, and holidays, for the duration of the ACS.

3.11.2. The Contractor shall customize the VMS to incorporate Agency name and location, and any other reasonable non-programming modifications as requested by an agency, but is not obligated to develop customizations for other users.

3.11.3. The Contractor shall provide all reporting features required under its Contract with the State of Indiana, including but not limited to, standard reports and ad hoc reports created through tools accessible and useable by the Department and Agencies. The Contractor shall ensure that such reports can be created by the Department and Agencies without specialized knowledge of report programming.

3.11.4. The Contractor shall provide a minimum of 30 days' notice to the Department of planned outage, update, upgrade, and maintenance schedules for the VMS. The Contractor shall, within one

business hour of notice of occurrence, notify the Department of an unplanned outage involving the VMS and shall establish workaround solutions if the outage exceeds one business day or eight consecutive business hours.

3.11.5. The Contractor shall provide telephone and help desk support during State of Florida business hours.

3.11.6. The Contractor shall ensure that the staffing opportunities are released at the same time to all Subcontractors. The Contractor shall screen submitted candidate resumes for applicability to job requisition, facilitate the selection process with the Agency and Subcontractor, and provide reporting visibility on candidate submittals and selection trends. The Contractor shall ensure that all Subcontractors have an equal opportunity to submit candidates for all staffing position opportunities

### 3.12. **Security and Confidentiality**

3.12.1. Prior to implementation of this ACS, the Contractor shall comply with SSAE 16 or subsequently issued attestation standards, and shall provide the Department with current SSAE16 Type II, SOC 1 and SOC 2 reports, as described at <http://www.ssaе16.org/>.

3.12.2. The Contractor shall ensure that confidential or exempt information maintained on the VMS is protected from disclosure in accordance with Florida law.

3.12.3 The Contractor shall comply with the accessibility standards stated in Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794(d)), including regulations set forth under 36 C.F.R. part 1194, and sections 282.601-606, Florida Statutes.

3.12.4 At the termination of the ACS, the Contractor shall return all Department or Agency information to the Department or Agency in a usable format to be agreed upon by the Department, Agency and Contractor.

3.12.5 At the termination of the ACS and after all termination requirements have been met, the Contractor shall destroy and render unrecoverable all remaining Department or Agency information and certify in writing to the Department or Agency that these actions have been taken. Contractor shall adhere to the information destruction standards established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov/>.

### 3.13. **Service Level Agreement**

For the Department, the requirements of the Service Level Agreement appended at Attachment C shall constitute the performance standards for this ACS. On a quarterly basis, the Department shall evaluate the Contractor's compliance with these requirements. The Customer Service Survey described in Attachment C shall be developed and issued upon mutual agreement of the parties.

### 3.14. **Financial Consequences for Non-performance**

3.14.1. If the Department determines that the Contractor has failed in any quarter to meet requirements of the Service Level Agreement for two or more standards, the Department may assess the Contractor a fee in accordance with the Service Level Agreement table in Attachment C. The financial consequences detailed in Attachment C, which are based on non-performance of Contractor, represent maximum annual financial consequences of \$25,000.

3.14.2. If an Agency purchases contingent staffing services under this ACS and then chooses within one (1) business day for light industrial positions, and three (3) business days for administrative positions, to reject the services, the Agency will not be invoiced for that Contingent Worker.

3.14.3. These consequences of non-performance shall not be considered penalties.

**3.15. Retention of Records and Data**

The Contractor shall maintain records and data relating to this ACS for five (5) years after expiration or termination of the ACS.

**3.16. Public Records**

The Contractor, in coordination with DMS, shall allow public access to documents, papers, letters, or other materials made or received by the Contractor in conjunction with this ACS, unless the records are exempt from disclosure under Article I, section 24(a), Florida Constitution, or subsection 119.07(1), Florida Statutes. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access as required by this section.

**3.17. Redacted Copies of Confidential Information**

If Contractor considers any portion of any documents, data, or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Contractor must, upon request, provide the Department with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

**Request for Redacted Information**

In the event of a public records or other disclosure request pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). Contractor shall be responsible for defending its determination that the redacted portions

**Indemnification for Redacted Information**

Contractor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request or other lawful request for these records.

## **4. Subcontractors**

### **4.1. Network Development**

- 4.1.1. The Department will terminate or permit expiration of all contracts with existing contractors under Temporary Employment Staffing State Term Contract No. 991-460-07-1. Prior to the termination or expiration, the Contractor must offer a contract to each contractor that has provided services under State Term Contract No. 991-460-07-1 and to RESPECT.
- 4.1.2. The Contractor shall make available executed subcontracts on Contractor's systems in a manner accessible to the Department. All subcontracts must be made available to the Department within 15 business days of execution. All new subcontracts or amendments to subcontracts must be uploaded within five (5) business days of the execution date of the subcontract or amendment.
- 4.1.3. The Contractor shall develop a transparent and efficient method to add and terminate new and existing Subcontractors. Prior to delivery of contingent staffing services, the Contractor shall obtain Department approval of its plan for adding and terminating new and existing Subcontractors. The Contractor shall provide notice within five (5) business days to the Department of new or terminated Subcontractors.

### **4.2. Network Management**

- 4.2.1. The Contractor shall monitor the performance of all Subcontractors and enforce all subcontract performance requirements. The Contractor shall notify the Department within 48 hours of conditions related to Subcontractor performance that adversely affect service delivery to Agencies. Contractor acknowledges that it is responsible for compliance with Employer of Record and other requirements whether performed by it, its affiliate, or Subcontractor(s).
- 4.2.2. The Contractor shall monitor on a quarterly basis the financial stability of Subcontractors added during the ACS term. Any deficiencies identified as a result of such efforts must be reported to the Department during the required reporting cycle.
- 4.2.3. In managing Subcontractors and performing its administrative responsibilities, the Contractor shall adhere to ethical standards contained in sections 112.313 and 112.3135, Florida Statutes, of the Florida Code of Ethics for Public Officers and Employees.
- 4.2.4. The Contractor shall use its best efforts to ensure that contingent staff are drawn from staff within the Subcontractor network. Throughout the term of this Agreement, the Contractor shall perform its responsibilities in a vendor-neutral manner.
- 4.2.5. The Contractor shall issue payments to Subcontractors within ten (10) business days after receipt of full or partial payments from Agencies, in accordance with Section 287.0585, Florida Statutes.
- 4.2.6. The Contractor is responsible for all services provided by the Subcontractors. The Contractor agrees that the Department shall not be liable to the Subcontractor in any way or for any reason under this ACS.
- 4.2.7. The Contractor may not subcontract its administrative, management or oversight responsibilities under this ACS without prior written approval of the Department. The Contractor may not provide its own contingent staff without prior written approval of the Department.
- 4.2.8. The Contractor may not knowingly subcontract with any person or entity that:
  - 4.2.8.1. is barred, suspended, or otherwise prohibited from doing business with any government entity under section 287.133, Florida Statutes, or is in any other way prohibited from doing business with any government entity.
  - 4.2.8.2. is under investigation or indictment for criminal conduct, or has been convicted of any crime that would adversely impact or reflect on its ability to provide services or perform its responsibilities.

4.2.8.3. has had any prohibited business activities with the Governments of Sudan and Iran, as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the Contractor shall immediately terminate the subcontract for cause if the Subcontractor is found to have submitted a false certification, or if the Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List during the term of the subcontract.

4.2.9. In addition, Contractor shall require Subcontractor(s) to comply with federal and state employment-related laws, and shall require payment of federal and state employment taxes, costs and fees applicable to Subcontractor's contingent staff provided for Agencies under the ACS.

4.2.10. Contractor shall require subcontractors to instruct contingent staff to report the occurrence of any criminal incidents in which the staff member is involved within 24 hours of the occurrence.

#### 4.3. Subcontract contents

4.3.1. The Contractor shall contract with Subcontractors by means of a written agreement to supply contingent staff to requesting Agencies.

4.3.2. All subcontracts with Subcontractors must include the applicable terms and conditions of this Agreement, including the Contractor's Service Level Agreement. In addition, all subcontracts must adhere to the requirements of section 287.058(1), Florida Statutes, including those requiring a detailed scope of work, quantifiable and measureable deliverables, performance deliverables, performance measures, and financial consequences for non-performance, service monitoring requirements, fiscal monitoring requirements and detailed documentation requirements. Subcontracts must require Subcontractors to supply contingent staff who meet qualifications established by position descriptions, and must comply with the actual pay rates stated in the State of Florida and RESPECT Administrative and Light Industrial Position listing, appended as Attachment F.

#### 5. Positions Modification

Contractor, with the approval of the Department, may add new administrative and light industrial positions based upon needs of Agencies.

#### 6. Quarterly Meetings

The parties shall meet quarterly or more often if requested by either party, to discuss:

- a. Program compliance
- b. Program trending review
- c. Savings report: Hard dollar and soft dollar
- d. Spend report
- e. Subcontractor and contingent staff performance
- f. Recommendations for improved compliance and performance

#### 7. Primary and Secondary Contacts

The primary contact for the Department for this ACS is as follows:

Name: Corina Chiorescu, Contract Manager  
Agency: Department of Management Services, Division of State Purchasing  
Address: 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950  
Telephone: (850) 921-0030. E-mail: corina.chiorescu@dms.MyFlorida.com

The secondary contact for the Department for this ACS is as follows:

Name: George Rozes, Associate Category Manager  
Agency: Department of Management Services, Division of State Purchasing  
Address: 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950  
Telephone: (850) 488-0050  
E-mail: george.rozes@dms.myflorida.com

The primary contact for the **Contractor** for this ACS is as follows:

Name: Bill Evans  
Company: Guidesoft, dba Knowledge Services  
Address: 5875 Castle Creek Parkway, Suite 400, Indianapolis, IN 46250  
Telephone: (317) 806-6137  
Fax: (317) 578-7600  
E-mail: bille@knowledgeservices.com

The secondary contact for the **Contractor** for this ACS is as follows:

Name: Cindy Davis  
Company: Guidesoft, dba Knowledge Services  
Address: 5875 Castle Creek Parkway, Suite 400, Indianapolis, IN 46250  
Telephone: (317) 806-6104  
Fax: (317) 578-7600  
E-mail: cindyd@knowledgeservices.com

#### **8. Service Office**

Within 30 days of execution of the ACS, the Contractor shall at its own expense obtain office space in Tallahassee, Florida for a service office. The service office must be staffed during State of Florida business hours throughout the term of this ACS.

#### **9. Attachments A through K, inclusive**

Except as otherwise expressly set forth elsewhere in this ACS, all terms and conditions contained in Attachments A through K inclusive are hereby incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of this ACS, unless modified by the Parties.

#### **10. Entire Agreement of the Parties**

This ACS including the attachments listed below sets forth the entire agreement of the parties. Any modification to this ACS must be in writing and signed by the parties. Terms and conditions inconsistent with or supplemental to this ACS may not be incorporated by a subsequent purchase order. If a conflict exists among the documents comprising the ACS, the documents shall have priority in the order listed:

- a. The ACS, excluding Exhibits A through K
- b. The General Contract Conditions (PUR 1000)
- c. The Contract

Paragraphs 17 and 28 of the Contract do not apply to the ACS.

#### **11. Intellectual Property**

All documents, records, programs, data, film tapes, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of the ACS, but specifically developed under the ACS, shall be considered "work for hire," as defined in 17 U.S.C. Section 101, and the Contractor will transfer any ownership claim to the Department, and all such materials will be the property of the State. Use of these materials, other than as related to performance under this ACS, without prior written

consent of the Department, is prohibited. This provision will survive the termination or expiration of the ACS.

## **12. Employment Eligibility Verification**

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of staff assigned by the Contractor to work in the United States and to provide services to Agencies during the ACS term. The Contractor shall include in agreements with Subcontractors a requirement that Subcontractors providing temporary staff to the Contractor utilize the E-Verify system to verify the employment eligibility of all such staff.

## **13. Preferred Pricing**

The Contractor agrees to submit to the Department, at least annually, an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision contained in the Florida Standard Contract Conditions (PUR 1000), Paragraph 4(b), appended as Attachment D.

## **14. Scrutinized Company List**

In executing this ACS, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this ACS for cause if the Contractor is found to have submitted a false certification, or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the ACS.

## **15. Electronic Invoicing**

The following provisions apply in addition to section 15, of the PUR 1000. The Contractor holds the option to establish electronic invoicing during the term of this ACS. If electronic invoices are submitted through the Ariba Network (AN), one of the three mechanisms listed below shall be used.

### **15.1. cXML (commerce eXtensible Markup Language)**

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

### **15.2. EDI (Electronic Data Interchange)**

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

### **15.3. PO Flip via AN**

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

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

15.5. The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing upon contract award.

#### **16. Electronic Commerce Website**

Immediately following contract execution, the Contractor shall conduct meetings with current state agencies and existing state term contract vendors. After the meetings the Contractor shall begin planning for establishing an interactive electronic commerce website to permit state agency customers to more efficiently acquire temporary staffing services. Not later than six months after execution the Contractor shall provide the state with a project plan for developing and implementing the interactive electronic commerce website. The Department shall review the proposed plan and request changes or adjustments as necessary. After the Department's review the parties shall jointly agree to a time period for implementation.

#### **17. Reporting Requirements**

17.1. The Contractor shall submit a sales report on a monthly basis on the form provided by the Department, appended as Attachment E, which may from time to time be modified by the Department.

17.2. Failure to provide monthly sales reports, including no sales, within thirty (30) calendar days following the end of each month may result in the Contractor being found in default and cancellation of the ACS by the Department. Upon request, the Contractor shall report to the Department spending with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract. Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed reports by email to the Contract Manager.

17.3. The Department reserves the right to require additional reports or information pertaining to this ACS and any resulting purchase orders or contracts with customers. The Contractor must submit a report or information within five (5) business days after receipt of a Department request, unless otherwise approved by the Department.

#### **18. Venue**

The exclusive venue for any legal or equitable action arising out of or relating to this ACS will be the appropriate state court in Leon County, Florida. In any such action, Florida law will apply.

#### **19. Warranty of Authority**

Each person signing this ACS warrants that he or she is duly authorized to do so and to bind the respective party.

#### **20. Interest**

Interest penalties for late payment are available subject to the provisions of section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing



problems in obtaining timely payment(s) from a state agency may be contacted at 850-488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

### 21. Registration

In order to complete any transaction between the Approved Buyer and the Contract vendor, the vendor must be registered in MyFloridaMarketPlace. Rule 60A-1.031, F.A.C., is hereby incorporated by reference. Unless exempt as provided in rule 60A-1.032, all transactions are subject to a transaction fee of 1.0% pursuant to the rule.

IN WITNESS WHEREOF, the parties have executed this ACS as of last date signed by the parties below.

**State of Florida,  
Department of Management Services**

By: 

Name: Kelley Scott

Title: Director of State Purchasing and  
Chief Procurement Officer

Date: 10/14/14

**GuideSoft, Inc., d/b/a Knowledge Services**

By: 

Name: Julianna M. Bickowski

Title: CEO

Date: 10/3/2014

## **Attachments**

- A. The Contract
- B. Florida Standard Contract Conditions (PUR 1000)
- C. Service Level Agreement
- D. Preferred Pricing Affidavit
- E. Monthly Sales Report
- F. State of Florida Administrative and Light Industrial Positions
- G. Rate Change Request
- H. Savings/Price Reductions
- I. Drug-Free Workplace Program Certification
- J. Contractor Information Worksheet
- K. Background Checks

## **Attachment A**

**The Indiana Office of Administration Procurement Division contract with Guidesoft**

**Embed State of IN Contract and Amendments**

## Attachment B

### State of Florida PUR 1000 General Contract Conditions

#### Contents

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Manufacturer's Name and Approved Equivalents.
8. Inspection at Contractor's Site.
9. Safety Standards.
10. Americans with Disabilities Act.
11. Literature.
12. Transportation and Delivery.
13. Installation.
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15. Transaction Fee.
16. Invoicing and Payment.
17. Taxes.
18. Governmental Restrictions.
19. Lobbying and Integrity.
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21. Limitation of Liability.
22. Suspension of Work.
23. Termination for Convenience.
24. Termination for Cause.
25. Force Majeure, Notice of Delay, and No Damages for Delay.
26. Scope Changes.
27. Renewal.
28. Advertising.
29. Assignment.
30. Dispute Resolution.
31. Employees, Subcontractors, and Agents.
32. Security and Confidentiality.
33. Independent Contractor Status of Contractor.
34. Insurance Requirements.
35. Warranty of Authority.
36. Warranty of Ability to Perform.
37. Notices.
38. Leases and Installment Purchases.
39. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
40. Products Available from the Blind or Other Handicapped.
41. Modification of Terms.
42. Cooperative Purchasing.
43. Waiver.
44. Annual Appropriations.
45. Execution in Counterparts.
46. Severability.

**1. Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable ACS that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity that will order products directly from the Contractor under the Contract.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).

**2. Purchase Orders.** A Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

**3. Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

**4. Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.

(a) **Quantity Discounts.** Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) **Best Pricing Offer.** During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) **Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) **Trade-In.** Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) **Equitable Adjustment.** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

**5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

**6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

**7. Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Customer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Customer shall determine in its sole discretion whether a product is acceptable as an equivalent.

**8. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

**9. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

**10. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

**11. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

**12. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

**13. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

**14. Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon

rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

**15. Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

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

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

**16. Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

**17. Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer on a purchase order or other special contract condition.

**18. Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

**19. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall 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 shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dls.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

**20. Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

21. The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving 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. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld. 1. **Limitation of Liability.** For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and 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.

**22. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.



**23. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

**24. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

**25. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall 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 acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL 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, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer 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 shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products 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 products 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.

**26. Scope Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

**27. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

**28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State

or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

**30. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

**31. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

**32. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the State and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

**33. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

**34. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

**35. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

**36. Warranty of 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 convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

**37. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**38. Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

**39. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

**40. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "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 the designated nonprofit agency and the products it offers is available at <http://www.respectoffl.org>.

**41. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**42. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

**43. Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**44. Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

**45. Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**46. Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**Attachment C  
Service Level Agreement**

<b>Performance Metric</b>	<b>Goal</b>	<b>Minimum Performance Target</b>	<b>Description</b>	<b>Calculation</b>	<b>Financial Consequences for Non-Performance</b> <i>Measured Enterprise-wide per quarter based on minimum performance target (not occurrence)</i>
Release of staffing opportunities	Staffing opportunities released to all subcontractors simultaneously	99%	Measures whether all subcontractors have an equal opportunity to supply staff to customers.	Instances of failure to afford equal staffing opportunity.	\$500
Requisition Confirmation Response time	4 business hours	92%	Measures average response time from receipt of request to confirmation of request receipt.	Number of requisitions confirmed within 4 hours / total number of requisitions.	\$500
Resume Submittal Response time	4 business days	92%	Measures average response time from receipt of request to delivery of first candidate's resume.	Number of requisitions for which viable resumes were provided to Agencies within 4 business days/ total number of requisitions.	\$500
Attrition Rate	N/A	10% (maximum)	Measures staff turnover due to unplanned situations that are not caused by the State, not including death, serious illness, etc.	Number of unplanned position turnovers / total number of positions filled.	\$500
Performance Removal	N/A	8% (maximum)	Measures resource turnover due to inadequate staff performance.	Number of position turnovers (due to inadequate performance) / total number of positions filled.	\$500

<b>Performance Metric</b>	<b>Goal</b>	<b>Minimum Performance Target</b>	<b>Description</b>	<b>Calculation</b>	<b>Financial Consequences for Non-Performance</b> <i>Measured Enterprise-wide per quarter based on minimum performance target (not occurrence)</i>
Customer service survey results	Hiring Manager satisfaction	80% or higher	Measures customer satisfaction with Contractor and Subcontractors	Number of hiring managers' satisfaction with Contractor's services / total number of surveys answered	\$300
VMS uptime	99% uptime	98% uptime	Measures network availability	Contractor's report, DMS monitoring	\$500
Plan for transitioning sub-contractors	Department approval	100%	Measures transparency and efficiency of transitioning method	Department review of Contractor plan	\$500
Establish vendor network	Offer subcontractor agreements to all existing STC contractors	100% offered	Provides transition opportunity for customers & vendors	Contractor implementation report(s)	\$1,000
Monitor subcontractor network	Quarterly review of subcontractor performance	95%	Ensures proper performance of subcontractor network	Quarterly reports	\$500
VMS security	Preserving security of confidential information present in VMS	100%	Ensures customers, subcontractors, & employees security is not compromised	Notification of adverse incidents & Quarterly reports	\$500
Safety & integrity of customer workplace	Reporting occurrence of criminal matter to Agency within 1 business day after the	100%	Ensures safety of customers' workplace is not compromised	Notification of adverse incidents & Quarterly reports	\$1,000

<b>Performance Metric</b>	<b>Goal</b>	<b>Minimum Performance Target</b>	<b>Description</b>	<b>Calculation</b>	<b>Financial Consequences for Non-Performance</b> <i>Measured Enterprise-wide per quarter based on minimum performance target (not occurrence)</i>
	reporting of any criminal matter by Subcontractor				
Report submission	Timely submit reports	98%	Required reports are submitted by specified deadlines	Date of report submission	\$250

# Attachment D

## Preferred Pricing Affidavit

REGARDING THE CONTRACT BETWEEN  
KNOWLEDGE SERVICES  
AND  
THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

ACS No.: \_\_\_\_\_ DATED \_\_\_\_\_ (THE "CONTRACT")

PURSUANT TO SECTION 216.0133, FLORIDA STATUTES, THE UNDERSIGNED CONTRACTOR HEREBY ATTESTS THAT THE CONTRACTOR COMPLIES WITH THE PREFERRED-PRICING CLAUSE CONTAINED IN SECTION 4.4(b) OF THE PUR 1000.

PRINT CONTRACTOR NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE: \_\_\_\_\_

PRINT REPRESENTATIVE'S NAME/TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_.

Signature of Notary

(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One]  Personally Known OR  Produced the following I.D. \_\_\_\_\_

VENDOR NAME	FEIN# _____
VENDOR'S AUTHORIZED REPRESENTATIVE NAME AND TITLE _____	
ADDRESS	
CITY, STATE, ZIP	
PHONE NUMBER	
EMAIL ADDRESS	

CORPORATE SEAL (IF APPLICABLE)



# Attachment E

## Monthly Sales Report



Contract Monthly  
Sales Report.xlsx

## Attachment F

### List of and Bill Rates for State of Florida Administrative and Light Industrial Positions



SOF positions  
2014.xlsx



Rate Card.pdf

# Attachment G

## Rate Change Request



Rate change.xlsx

## Attachment H

### Savings/Price Reductions

ACS Knowledge Services Number \_\_\_\_\_

Contractor is required to furnish the percent (%) savings in prices offered compared to retail, list, published or other usual and customary prices that would be paid by the purchaser without benefit of a contract resulting from this bid.

DATE

COMPETITIVE PRICES OFFERED AVERAGE

% SAVINGS.

HOW CAN WE VERIFY THE CLAIMED SAVINGS (example: retail or other usual and customary prices published at [URL], or other source of benchmark prices)?

---

Contractor's Authorized Representative:

Authorized Signature \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email \_\_\_\_\_

STATE PURCHASING ANALYST/SPECIALIST TOOK THE FOLLOWING STEPS TO VERIFY SAVINGS:

WHAT WERE THE RESULTS?

PURCHASING ANALYST/SPECIALIST:


# Attachment I

## Certification of Drug-free Workplace Program

**287.087 Preference to businesses with drug-free workplace programs.**--Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

Contractor: Andersoft Inc. dba Knowledge Services  
Authorized representative: Julianna M. Bielawski  
Title: CEO  
Authorized Signature:  Date: 10/3/2014

## Attachment J

### Contractor Information Worksheet

<b>Contractor Information</b>	
RESPONDENT NAME:	GuideSoft, Inc. dba Knowledge Services
RESPONDENT FEID NO.:	35-1934449
MFMP / SPURS VENDOR NO.:	[Enter Contractor's MFMP / MarketView Vendor Number, if Known]
STREET ADDRESS:	5875 Castle Creek Parkway, Suite 400
CITY, STATE and ZIP:	Indianapolis, IN 46250
INTERNET ADDRESS:	www.knowledgeservices.com
TELEPHONE NO.:	317-578-1700
TOLL-FREE NO.:	877-256-6948
FAX NO.:	317-578-7600
<b>Person Responsible For Administering The Contract</b>	
NAME:	Bill Evans
TITLE:	VP, Professional Services
STREET ADDRESS:	5875 Castle Creek Parkway, Suite 400
CITY, STATE and ZIP:	Indianapolis, IN 46250
E-MAIL ADDRESS:	bille@knowledgeservices.com
TELEPHONE NO.:	(317) 806-6137
TOLL-FREE NO.:	877-256-6948
CELL PHONE NO.:	(317) 313-8295
FAX NO.:	(317) 578-7600
<b>Ordering and Remit-To Information</b> Please provide information where Customers should direct orders. You must provide a regular mailing address and e-mail address. If equipped to receive purchase orders electronically, you may also provide an Internet Address.	
REMIT-TO:	Guidesoft, Inc. dba Knowledge Services
REMIT-TO STREET ADDRESS:	5875 Castle Creek Parkway, Suite 400
REMIT-TO CITY, STATE and ZIP:	Indianapolis, IN 46250
REMIT-TO EMAIL and/or INTERNET ADDRESS:	KS_Accounting@knowledgeservices.com
<b>Note: Please make sure the Ordering Instructions information provided above matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information: <a href="https://vendor.MFMP.com/">https://vendor.MFMP.com/</a></b>	
PLEASE DUPLICATE ON ADDITIONAL TABS IF NEEDED.	

## Attachment K

### Background Checks

<http://www.fdle.state.fl.us/Content/getdoc/2952da22-ba08-4dfc-9e45-2d7932a803ea/Obtaining-Criminal-History-Information.aspx>



BackgroundChecks\_F  
AQ\_01072014.pdf

**Contract #3141800-14-ACS**

**Regions**

**Region 1** - Escambia, Santa Rosa, Okaloosa, Walton Counties

**Region 2** - Holmes, Jackson, Washington, Bay, Calhoun, Gulf Counties

**Region 3** - Gadsden, Liberty, Wakulla, Franklin Counties

**Region 4** - Leon County

**Region 5** - Jefferson, Madison, Taylor, Lafayette Counties

**Region 6** - Hamilton, Suwannee, Columbia, Baker, Union, Bradford Counties

**Region 7** - Nassau, Duval, Clay Counties

**Region 8** - Dixie, Gilcrest, Alachua, Levy, Marion Counties

**Region 9** - St. Johns, Putnam, Flagler, Volusia Counties

**Region 10** - Citrus, Sumter, Lake, Hernando, Pasco Counties

**Region 11** - Seminole, Orange, Brevard, Osceola Counties

**Region 12** - Pinellas, Hillsborough, Polk, Manatee, Hardee Counties

**Region 13** - Sarasota, DeSoto, Highlands, Charlotte, Glades Counties

**Region 14** - Indian River, Okeechobee, St. Lucie, Martin Counties

**Region 15** - Lee, Hendry, Collier Counties

**Region 16** - Palm Beach, Broward Counties

**Region 17** - Monroe, Dade Counties



Occupation	Broadband Code	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9
CLAIMS ADJUSTER, EXAMINER & INVESTIGATOR	13-1031-01	\$12.44	\$12.63	\$12.92	\$12.25	\$12.92	\$12.35	\$12.53	\$12.53	\$15.15
CLAIMS ADJUSTER, EXAMINER & INVESTIGATOR	13-1031-03	\$17.56	\$17.83	\$18.37	\$18.11	\$18.37	\$18.10	\$18.10	\$18.10	\$18.10
COMPLIANCE OFFICERS	13-1041-01	\$20.66	\$20.66	\$16.16	\$12.53	\$20.66	\$16.16	\$12.53	\$12.53	\$16.16
COMPLIANCE OFFICERS	13-1041-02	\$26.75	\$26.75	\$20.93	\$16.23	\$26.75	\$20.93	\$16.60	\$16.60	\$17.20
COMPLIANCE OFFICERS	13-1041-03	\$29.16	\$29.16	\$22.81	\$17.69	\$29.16	\$22.81	\$17.70	\$17.70	\$18.10
COMPLIANCE OFFICERS	13-1041-04	\$37.77	\$37.77	\$29.55	\$22.91	\$37.77	\$29.55	\$22.91	\$22.91	\$25.36
COMP, BENEFIT & JOB ANALYSIS SPEC	13-1072-01	\$16.16	\$16.16	\$12.92	\$12.25	\$16.16	\$16.16	\$12.53	\$12.53	\$15.15
COMP, BENEFIT & JOB ANALYSIS SPEC	13-1072-02	\$16.11	\$16.35	\$16.85	\$16.23	\$16.85	\$16.60	\$16.60	\$16.60	\$17.20
TRAINING AND DEVELOPMENT SPECIALISTS	13-1073-03	\$29.16	\$29.16	\$22.81	\$17.69	\$29.16	\$22.81	\$17.70	\$17.70	\$18.10
TRAINING AND DEVELOPMENT SPECIALISTS	13-1073-04	\$37.77	\$37.77	\$29.55	\$22.91	\$37.77	\$29.55	\$22.91	\$22.91	\$25.36
HUMAN RESOUR/TRAIN/LABR RELAT SPEC, OTHR	13-1079-01	\$16.16	\$16.16	\$12.92	\$12.25	\$16.16	\$16.16	\$12.53	\$12.53	\$15.15
HUMAN RESOUR/TRAIN/LABR RELAT SPEC, OTHR	13-1079-02	\$20.93	\$20.93	\$16.85	\$16.23	\$20.93	\$20.93	\$16.60	\$16.60	\$17.20
HUMAN RESOUR/TRAIN/LABR RELAT SPEC, OTHR	13-1079-03	\$22.81	\$22.81	\$18.37	\$17.69	\$22.81	\$22.81	\$17.70	\$17.70	\$18.10
MANAGEMENT ANALYSTS	13-1111-03	\$17.86	\$17.86	\$17.86	\$17.56	\$18.37	\$18.10	\$17.70	\$17.70	\$17.86
MANAGEMENT ANALYSTS	13-1111-04	\$23.56	\$25.37	\$23.56	\$22.56	\$25.37	\$25.36	\$22.91	\$22.91	\$23.56
BUSINESS OPERATION SPECIALIST, ALL OTHER	13-1199-01	\$16.16	\$16.16	\$12.92	\$12.25	\$16.16	\$16.16	\$12.53	\$12.53	\$15.15
ACCOUNTANTS AND AUDITORS	13-2011-02	\$20.93	\$20.93	\$16.23	\$13.72	\$20.93	\$16.60	\$16.23	\$16.60	\$16.60
ACCOUNTANTS AND AUDITORS	13-2011-03	\$24.87	\$24.87	\$19.28	\$19.28	\$24.87	\$19.72	\$19.28	\$19.72	\$19.72
APPRAISERS AND ASSESSORS OF REAL ESTATE	13-2021-03	\$31.78	\$31.78	\$24.87	\$19.28	\$31.78	\$24.87	\$19.72	\$19.72	\$19.72
FINANCIAL ANALYSTS	13-2051-01	\$13.56	\$13.77	\$14.08	\$13.36	\$14.08	\$13.45	\$13.66	\$13.66	\$13.45
FINANCIAL ANALYSTS	13-2051-02	\$16.11	\$16.35	\$16.23	\$16.10	\$16.85	\$16.60	\$16.60	\$16.60	\$16.60
FINANCIAL SPECIALISTS, ALL OTHER	13-2099-01	\$14.82	\$14.82	\$14.08	\$13.45	\$14.82	\$14.82	\$13.66	\$13.66	\$14.82
FINANCIAL SPECIALISTS, ALL OTHER	13-2099-02	\$16.92	\$16.92	\$16.85	\$16.23	\$16.92	\$16.92	\$16.60	\$16.60	\$16.92
FINANCIAL SPECIALISTS, ALL OTHER	13-2099-03	\$19.14	\$19.43	\$19.28	\$19.28	\$21.34	\$19.72	\$19.28	\$19.72	\$19.72
SOIL AND PLANT SCIENTISTS	19-1013-03	\$30.10	\$30.70	\$27.11	\$27.11	\$30.10	\$30.10	\$27.11	\$27.11	\$27.11
SOIL AND PLANT SCIENTISTS	19-1013-04	\$36.12	\$36.84	\$35.10	\$35.10	\$36.12	\$36.12	\$34.66	\$35.10	\$35.10
FISHERIES AND WILDLIFE BIOLOGISTS	19-1023-01	\$22.57	\$23.03	\$19.20	\$18.76	\$22.57	\$22.57	\$19.20	\$19.20	\$23.26
FISHERIES AND WILDLIFE BIOLOGISTS	19-1023-02	\$24.87	\$24.87	\$24.87	\$24.28	\$24.87	\$24.87	\$23.10	\$23.83	\$24.87
FISHERIES AND WILDLIFE BIOLOGISTS	19-1023-03	\$27.11	\$27.63	\$27.11	\$26.48	\$27.11	\$27.11	\$25.99	\$26.81	\$27.91
FISHERIES AND WILDLIFE BIOLOGISTS	19-1023-04	\$35.10	\$35.10	\$31.62	\$31.16	\$35.10	\$35.10	\$28.88	\$29.79	\$35.10
BIOLOGICAL SCIENTISTS, ALL OTHER	19-1029-01	\$22.57	\$23.03	\$19.20	\$18.76	\$22.57	\$22.57	\$19.20	\$19.20	\$19.20
BIOLOGICAL SCIENTISTS, ALL OTHER	19-1029-02	\$24.87	\$24.87	\$24.87	\$24.28	\$24.87	\$24.87	\$23.10	\$23.83	\$24.81
BIOLOGICAL SCIENTISTS, ALL OTHER	19-1029-03	\$27.11	\$27.63	\$27.11	\$26.48	\$27.11	\$27.11	\$25.99	\$26.81	\$27.11
EPIDEMIOLOGISTS	19-1041-01	\$25.11	\$25.11	\$19.20	\$19.20	\$25.11	\$25.11	\$19.20	\$19.20	\$23.63
EPIDEMIOLOGISTS	19-1041-02	\$31.78	\$31.78	\$24.87	\$24.87	\$31.78	\$31.78	\$24.87	\$24.87	\$30.60
LIFE SCIENTISTS, ALL OTHER	19-1099-02	\$24.87	\$24.87	\$24.87	\$24.87	\$24.87	\$24.87	\$23.10	\$23.83	\$24.87
LIFE SCIENTISTS, ALL OTHER	19-1099-03	\$27.11	\$27.63	\$27.11	\$27.11	\$27.11	\$27.11	\$25.99	\$26.81	\$27.91
ATMOSPHERIC SCIENTISTS	19-2021-03	\$27.11	\$27.63	\$27.11	\$27.11	\$27.11	\$27.11	\$25.99	\$26.81	\$27.91
CHEMISTS	19-2031-01	\$22.57	\$23.03	\$19.20	\$19.20	\$22.57	\$22.57	\$19.20	\$19.20	\$19.20
CHEMISTS	19-2031-02	\$25.58	\$26.10	\$24.87	\$24.87	\$25.58	\$25.58	\$24.55	\$24.87	\$24.87
ENVIRONMEN SCIENTIST & SPEC, INCL HLTH	19-2041-01	\$22.57	\$23.03	\$19.20	\$18.76	\$22.57	\$22.57	\$19.20	\$19.20	\$19.20
ENVIRONMEN SCIENTIST & SPEC, INCL HLTH	19-2041-02	\$24.87	\$24.87	\$24.87	\$24.28	\$24.87	\$24.87	\$23.10	\$23.83	\$24.81
ENVIRONMEN SCIENTIST & SPEC, INCL HLTH	19-2041-03	\$27.11	\$27.63	\$27.11	\$26.48	\$27.11	\$27.11	\$25.99	\$26.81	\$27.11
ENVIRONMEN SCIENTIST & SPEC, INCL HLTH	19-2041-04	\$35.10	\$35.10	\$31.62	\$31.16	\$35.10	\$35.10	\$28.88	\$29.79	\$31.01
GEOSCIENTIST/EXCEPT HYDROLOGI & GEOGRAPH	19-2042-02	\$24.87	\$24.87	\$24.87	\$24.87	\$24.87	\$24.87	\$23.10	\$23.83	\$24.87
GEOSCIENTIST/EXCEPT HYDROLOGI & GEOGRAPH	19-2042-03	\$27.11	\$27.63	\$27.11	\$27.11	\$27.11	\$27.11	\$25.99	\$26.81	\$27.91
GEOSCIENTIST/EXCEPT HYDROLOGI & GEOGRAPH	19-2042-04	\$35.10	\$35.10	\$31.62	\$31.16	\$35.10	\$35.10	\$28.88	\$29.79	\$35.10
HYDROLOGISTS	19-2043-03	\$33.11	\$33.77	\$27.11	\$27.11	\$33.11	\$33.11	\$27.11	\$27.11	\$33.36
PHYSICAL SCIENTISTS, ALL OTHER	19-2099-01	\$22.57	\$23.03	\$19.20	\$19.20	\$22.57	\$22.57	\$19.20	\$19.20	\$23.26
MARKET RESEARCH ANALYSTS	19-3021-01	\$19.20	\$19.20	\$15.35	\$14.78	\$19.20	\$19.20	\$14.78	\$14.78	\$17.67
MARKET RESEARCH ANALYSTS	19-3021-02	\$22.81	\$22.81	\$18.37	\$18.11	\$22.81	\$22.81	\$18.10	\$18.10	\$19.74
BIOLOGICAL TECHNICIANS	19-4021-01	\$18.95	\$18.95	\$14.83	\$14.48	\$18.95	\$14.83	\$11.50	\$11.50	\$14.83
FORENSIC SCIENCE TECHNICIANS	19-4092-02	\$24.08	\$24.54	\$19.20	\$19.20	\$24.08	\$24.08	\$19.20	\$19.20	\$23.63
LIFE/PHYSICAL/SOCIAL SCI TECH, ALL OTHER	19-4099-01	\$18.95	\$18.95	\$14.83	\$14.83	\$18.95	\$18.95	\$14.83	\$14.83	\$15.87
LIFE/PHYSICAL/SOCIAL SCI TECH, ALL OTHER	19-4099-02	\$22.57	\$23.03	\$19.20	\$14.78	\$22.57	\$22.57	\$19.20	\$19.20	\$23.26
REHABILITATION COUNSELORS	21-1015-02	\$24.54	\$24.54	\$19.20	\$14.78	\$24.54	\$24.54	\$18.48	\$18.48	\$19.20
REHABILITATION COUNSELORS	21-1015-03	\$29.16	\$29.16	\$22.81	\$22.81	\$29.16	\$29.16	\$19.57	\$19.57	\$22.81
COUNSELORS, ALL OTHER	21-1019-02	\$24.54	\$24.54	\$19.20	\$19.20	\$24.54	\$24.54	\$17.68	\$17.68	\$19.20
HEALTH EDUCATORS	21-1091-02	\$24.54	\$24.54	\$19.20	\$19.20	\$24.54	\$24.54	\$18.47	\$18.47	\$19.20
HEALTH EDUCATORS	21-1091-03	\$29.16	\$29.16	\$22.81	\$22.81	\$29.16	\$29.16	\$19.58	\$19.58	\$22.81
PROBATION OFFICER & CORR TREATMENT SPEC	21-1092-01	\$23.04	\$23.04	\$22.51	\$17.62	\$23.04	\$23.04	\$17.62	\$17.62	\$20.33
PROBATION OFFICER & CORR TREATMENT SPEC	21-1092-03	\$29.83	\$29.83	\$29.16	\$22.81	\$29.83	\$29.83	\$22.81	\$22.81	\$28.08
COMMUNITY/SOCIAL SERVICE SPEC/ALL OTHER	21-1099-01	\$18.95	\$18.95	\$14.83	\$14.83	\$18.95	\$18.95	\$14.83	\$14.83	\$14.89
COMMUNITY/SOCIAL SERVICE SPEC/ALL OTHER	21-1099-02	\$24.54	\$24.54	\$19.20	\$19.20	\$24.54	\$24.54	\$15.59	\$15.59	\$19.20

Occupation	Broadband Code	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9
COMMUNITY/SOCIAL SERVICE SPEC/ALL OTHER	21-1099-03	\$29.16	\$29.16	\$22.81	\$22.81	\$29.16	\$29.16	\$17.69	\$17.69	\$22.81
ARBITRATORS AND MEDIATORS	23-1022-02	\$31.78	\$31.78	\$24.87	\$24.87	\$31.78	\$31.78	\$19.88	\$19.88	\$22.36
PARALEGALS AND LEGAL ASSISTANTS	23-2011-01	\$17.98	\$17.98	\$15.35	\$14.78	\$17.98	\$17.98	\$14.78	\$14.78	\$17.67
LAW CLERKS	23-2092-03	\$29.55	\$29.55	\$25.37	\$25.37	\$29.55	\$29.55	\$24.48	\$24.48	\$24.78
VOCATIONAL EDUCAT TEACHER, POSTSECONDARY	25-1194-01	\$18.95	\$18.95	\$14.83	\$14.83	\$18.95	\$18.95	\$14.83	\$14.83	\$17.10
VOCATIONAL EDUCAT TEACHER, POSTSECONDARY	25-1194-02	\$24.54	\$24.54	\$19.20	\$19.20	\$24.54	\$24.54	\$19.20	\$19.20	\$23.63
SPECIAL EDUCATION TEACHER, SECONDARY SCH	25-2043-03	\$29.16	\$29.16	\$22.81	\$22.81	\$29.16	\$29.16	\$22.81	\$22.81	\$28.08
ADLT LIT/REMEDIAL ED/GED TEACH & INSTRCT	25-3011-02	\$24.54	\$24.54	\$19.20	\$19.20	\$24.54	\$24.54	\$19.20	\$19.20	\$19.20
ADLT LIT/REMEDIAL ED/GED TEACH & INSTRCT	25-3011-03	\$29.16	\$29.16	\$22.81	\$22.81	\$29.16	\$29.16	\$22.81	\$22.81	\$28.08
TEACHERS AND INSTRUCTORS, ALL OTHER	25-3099-02	\$24.54	\$24.54	\$19.20	\$19.20	\$24.54	\$24.54	\$19.20	\$19.20	\$23.63
CURATORS	25-4012-03	\$31.78	\$31.78	\$24.87	\$24.87	\$31.78	\$31.78	\$24.87	\$24.87	\$24.87
MUSEUM TECHNICIANS AND CONSERVATORS	25-4013-01	\$18.95	\$18.95	\$14.83	\$14.83	\$18.95	\$14.83	\$11.50	\$11.50	\$14.04
MUSEUM TECHNICIANS AND CONSERVATORS	25-4013-02	\$29.16	\$29.16	\$22.81	\$22.81	\$29.16	\$22.81	\$18.10	\$18.10	\$20.66
LIBRARIANS	25-4021-02	\$29.16	\$29.16	\$22.81	\$17.69	\$29.16	\$22.81	\$18.10	\$18.10	\$20.66
LIBRARIANS	25-4021-03	\$31.78	\$31.78	\$24.87	\$19.28	\$31.78	\$24.87	\$19.72	\$19.72	\$22.36
LIBRARY TECHNICIANS	25-4031-01	\$18.95	\$18.95	\$14.83	\$11.50	\$18.95	\$14.83	\$11.50	\$11.50	\$14.04
EDUCATION/TRAIN/LIBRARY WORKER/ALL OTHER	25-9099-02	\$24.54	\$24.54	\$19.20	\$19.20	\$24.54	\$19.20	\$14.78	\$14.78	\$17.67
EDUCATION/TRAIN/LIBRARY WORKER/ALL OTHER	25-9099-03	\$29.16	\$29.16	\$22.81	\$22.81	\$29.16	\$22.81	\$18.10	\$18.10	\$20.66
EDUCATION/TRAIN/LIBRARY WORKER/ALL OTHER	25-9099-04	\$34.65	\$34.65	\$27.11	\$26.02	\$34.65	\$27.11	\$23.27	\$23.27	\$24.22
PUBLIC RELATIONS SPECIALISTS	27-3031-02	\$26.75	\$26.75	\$20.93	\$16.23	\$26.75	\$20.93	\$16.60	\$16.60	\$18.45
MEDIA & COMMUNICATION WORKERS, ALL OTHER	27-3099-01	\$16.16	\$16.16	\$16.16	\$12.53	\$16.16	\$16.16	\$12.53	\$12.53	\$15.15
FIRST-LINE SUPV/MGR OF CORR ENFORCEMENT	33-1011-03	\$35.45	\$35.45	\$34.65	\$34.65	\$35.45	\$35.45	\$34.65	\$35.45	\$35.45
FIRST-LINE SUPV/MGR OF CORR ENFORCEMENT	33-1011-05	\$42.11	\$42.11	\$41.72	\$41.72	\$42.11	\$42.11	\$41.72	\$42.11	\$42.11
FIRST-LIN SUPV/MGR FIRE FIGHT/PREVNT WKR	33-1021-03	\$35.45	\$35.45	\$34.65	\$34.65	\$35.45	\$35.45	\$34.65	\$35.45	\$35.45
FIRE FIGHTERS	33-2011-01	\$25.11	\$25.11	\$24.54	\$24.54	\$25.11	\$25.11	\$24.54	\$25.11	\$25.11
CORRECTIONAL ENFORCEMENT	33-3012-01	\$29.83	\$29.83	\$29.16	\$22.81	\$29.83	\$29.83	\$29.16	\$29.83	\$29.83
CORRECTIONAL ENFORCEMENT	33-3012-02	\$32.52	\$32.52	\$31.78	\$24.87	\$32.52	\$32.52	\$31.78	\$32.52	\$32.52
SECURITY GUARDS	33-9032-01	\$17.38	\$17.38	\$13.60	\$13.60	\$17.38	\$17.38	\$13.98	\$13.98	\$13.98
SECURITY GUARDS	33-9032-02	\$22.51	\$22.51	\$17.62	\$17.62	\$22.51	\$22.51	\$17.62	\$17.62	\$17.62
SECURITY GUARDS	33-9032-03	\$24.54	\$24.54	\$19.20	\$19.20	\$24.54	\$24.54	\$19.20	\$19.20	\$19.20
PROTECTIVE SERVICE WORKERS - NON SWORN	33-9099-02	\$26.75	\$26.75	\$26.75	\$26.75	\$26.75	\$26.75	\$26.75	\$27.37	\$27.37
COOKS, RESTAURANTS	35-2014-02	\$26.18	\$26.18	\$22.81	\$19.58	\$26.18	\$26.18	\$19.58	\$19.58	\$22.81
FOOD PREPARATION WORKERS	35-2021-01	\$15.40	\$15.40	\$15.40	\$12.73	\$15.40	\$15.40	\$14.83	\$14.83	\$15.40
FIRST-LIN SUPV/MGR HOUSEKEEP/JANITOR WKR	37-1011-03	\$16.16	\$16.16	\$16.16	\$13.87	\$20.66	\$20.66	\$13.87	\$16.16	\$18.65
FIRST-LINE SUPV/MGR LANDSCAP/LAWN/GROUND	37-1012-02	\$19.39	\$19.39	\$19.39	\$12.73	\$20.66	\$20.66	\$14.83	\$19.39	\$19.39
FIRST-LINE SUPV/MGR LANDSCAP/LAWN/GROUND	37-1012-03	\$21.14	\$21.14	\$21.14	\$16.16	\$22.18	\$22.18	\$16.16	\$21.14	\$21.14
FIRST-LINE SUPV/MGR LANDSCAP/LAWN/GROUND	37-1012-04	\$24.54	\$24.54	\$24.54	\$16.48	\$25.11	\$25.11	\$19.20	\$25.11	\$24.54
JANITOR/CLEANER, EXCEPT MAID/HOUSEKEEP	37-2011-01	\$15.38	\$15.38	\$15.38	\$12.15	\$15.38	\$15.38	\$13.60	\$13.60	\$15.38
BUTLERS, MAIDS AND HOUSEKEEPING CLEANERS	37-2012-04	\$19.20	\$19.20	\$19.20	\$16.48	\$24.54	\$24.54	\$19.20	\$19.20	\$23.63
PEST CONTROL WORKERS	37-2021-01	\$13.60	\$13.60	\$13.60	\$13.60	\$17.38	\$17.38	\$13.60	\$13.60	\$15.54
LANDSCAPING AND GROUNDSKEEPING WORKERS	37-3011-01	\$13.60	\$13.60	\$13.60	\$11.67	\$17.38	\$17.38	\$13.60	\$13.60	\$15.54
LANDSCAPING AND GROUNDSKEEPING WORKERS	37-3011-04	\$19.20	\$19.20	\$19.20	\$16.48	\$24.54	\$24.54	\$19.20	\$19.20	\$23.63
CASHIERS	41-2011-01	\$15.95	\$15.95	\$15.95	\$11.50	\$15.95	\$15.95	\$14.83	\$15.98	\$15.95
FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR	43-1011-01	\$13.60	\$13.60	\$13.60	\$10.22	\$13.60	\$13.60	\$10.54	\$13.60	\$13.60
FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR	43-1011-02	\$16.16	\$16.16	\$16.16	\$12.15	\$19.89	\$19.89	\$12.53	\$16.16	\$16.16
FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR	43-1011-04	\$20.93	\$20.93	\$20.93	\$15.85	\$21.44	\$21.44	\$16.23	\$18.58	\$19.10
FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR	43-1011-05	\$24.19	\$24.19	\$24.19	\$22.91	\$29.55	\$29.55	\$22.91	\$22.91	\$24.19
BOOKKEEPING, ACCOUNTING & AUDITING CLERK	43-3031-01	\$10.47	\$10.63	\$10.87	\$10.31	\$12.23	\$12.23	\$10.54	\$10.54	\$12.23
BOOKKEEPING, ACCOUNTING & AUDITING CLERK	43-3031-02	\$13.01	\$13.01	\$12.92	\$12.25	\$13.01	\$13.01	\$12.53	\$12.53	\$13.01
FILE CLERKS	43-4071-03	\$14.78	\$15.01	\$14.89	\$14.43	\$15.35	\$14.66	\$14.66	\$14.89	\$14.66
HUMN RESOUR AST/EXCPT PAYROLL/TIMEKEEPNG	43-4161-02	\$12.98	\$12.98	\$12.92	\$12.25	\$12.98	\$12.98	\$12.53	\$12.53	\$12.98
RECEPTIONISTS AND INFORMATION CLERKS	43-4171-01	\$10.47	\$10.63	\$10.54	\$10.22	\$10.87	\$10.38	\$10.38	\$10.54	\$10.38
INFORMATION AND RECORD CLERKS, ALL OTHER	43-4199-02	\$12.98	\$12.98	\$12.92	\$12.25	\$12.98	\$12.98	\$12.53	\$12.53	\$12.98
INFORMATION AND RECORD CLERKS, ALL OTHER	43-4199-03	\$14.78	\$15.01	\$14.89	\$14.43	\$15.35	\$14.66	\$14.66	\$14.89	\$14.66
EXECUTIVE SECRETARIES & ADMIN ASSISTANTS	43-6011-01	\$13.14	\$13.14	\$10.87	\$10.31	\$13.14	\$13.14	\$10.54	\$10.54	\$13.02
EXECUTIVE SECRETARIES & ADMIN ASSISTANTS	43-6011-02	\$15.14	\$15.14	\$12.92	\$12.25	\$15.14	\$15.14	\$12.53	\$12.53	\$15.14
EXECUTIVE SECRETARIES & ADMIN ASSISTANTS	43-6011-03	\$16.87	\$16.87	\$15.35	\$14.56	\$16.87	\$16.87	\$14.89	\$14.89	\$16.87
EXECUTIVE SECRETARIES & ADMIN ASSISTANTS	43-6011-04	\$18.42	\$18.42	\$16.85	\$15.85	\$18.42	\$18.42	\$16.60	\$16.60	\$18.42
EXECUTIVE SECRETARIES & ADMIN ASSISTANTS	43-6011-05	\$22.74	\$24.56	\$22.91	\$20.02	\$24.08	\$24.08	\$20.02	\$22.91	\$20.02
SECRETARIES, EXCPT LEGAL, MEDICAL & EXEC	43-6014-01	\$10.68	\$10.68	\$10.68	\$10.22	\$10.87	\$10.68	\$10.54	\$10.54	\$10.68
WORD PROCESSORS AND TYPISTS	43-9022-01	\$10.68	\$10.68	\$10.68	\$10.22	\$10.87	\$10.68	\$10.54	\$10.54	\$10.68
WORD PROCESSORS AND TYPISTS	43-9022-02	\$12.44	\$12.63	\$12.53	\$12.15	\$12.92	\$12.34	\$12.34	\$12.53	\$12.34
OFFICE CLERKS, GENERAL	43-9061-01	\$10.68	\$10.68	\$10.68	\$10.22	\$10.87	\$10.68	\$10.54	\$10.54	\$10.68
OFFICE CLERKS, GENERAL	43-9061-02	\$12.44	\$11.57	\$12.53	\$12.15	\$12.92	\$12.38	\$12.38	\$12.53	\$12.38

Occupation	Broadband Code	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9
OFFICE & ADMIN SUPPORT WORKER, ALL OTHER	43-9199-05	\$22.74	\$21.60	\$22.91	\$21.60	\$21.60	\$21.60	\$21.60	\$22.91	\$21.60
FIRST-LINE SUPERVISOR/MANAGER, FORESTRY	45-1011-02	\$32.52	\$32.52	\$31.78	\$24.87	\$32.52	\$32.52	\$24.87	\$24.87	\$31.78
AGRICULTURAL INSPECTORS	45-2011-02	\$24.54	\$24.54	\$19.20	\$19.20	\$24.54	\$24.54	\$19.20	\$19.20	\$23.63
AGRICULTURAL INSPECTORS	45-2011-03	\$29.16	\$29.16	\$22.81	\$22.81	\$29.16	\$29.16	\$22.81	\$22.81	\$28.08
AGRICULTURAL INSPECTORS	45-2011-04	\$31.78	\$31.78	\$31.78	\$24.87	\$31.78	\$31.78	\$24.87	\$32.52	\$31.78
AGRICULTURAL WORKERS, ALL OTHER	45-2099-01	\$20.66	\$20.66	\$16.16	\$16.16	\$20.66	\$20.66	\$18.65	\$16.16	\$18.65
FOREST AND CONSERVATION WORKERS	45-4011-01	\$29.16	\$29.16	\$27.35	\$26.95	\$29.16	\$29.16	\$24.98	\$25.77	\$29.16
OPERATING TEC & OTHER CONST EQUIP OPERAT	47-2073-03	\$27.37	\$27.37	\$26.75	\$26.75	\$27.37	\$27.37	\$24.15	\$27.37	\$24.15
PIPELAYERS	47-2151-02	\$23.04	\$23.04	\$22.51	\$22.51	\$23.04	\$23.04	\$20.33	\$23.04	\$22.51
CONSTRUCTION AND BUILDING INSPECTORS	47-4011-03	\$27.37	\$27.37	\$26.75	\$26.75	\$27.37	\$27.37	\$24.15	\$27.37	\$24.15
FIRST-LIN SUPV/MGR OF MECHAN/INSTAL/REPR	49-1011-03	\$26.75	\$26.75	\$26.75	\$26.75	\$26.75	\$26.75	\$24.15	\$27.37	\$24.15
ELECTRIC/ELECTRON REPR/COMR INDUST EQUIP	49-2094-01	\$17.38	\$17.38	\$13.60	\$13.60	\$17.38	\$17.38	\$15.54	\$13.60	\$15.54
ELECTRIC/ELECTRON REPR/COMR INDUST EQUIP	49-2094-02	\$23.04	\$23.04	\$22.51	\$22.51	\$23.04	\$23.04	\$20.33	\$23.04	\$22.51
ELECTRIC/ELECTRON REPR/COMR INDUST EQUIP	49-2094-03	\$26.75	\$26.75	\$26.75	\$26.75	\$26.75	\$26.75	\$24.15	\$27.37	\$26.75
MOBILE HEAVY EQUIPMENT MECHANICS	49-3042-03	\$26.75	\$26.75	\$26.75	\$26.75	\$26.75	\$26.75	\$24.15	\$27.37	\$26.75
MAINTENANCE AND REPAIR WORKERS, GENERAL	49-9042-01	\$17.38	\$17.38	\$13.60	\$13.60	\$17.38	\$17.38	\$15.54	\$15.98	\$15.54
MAINTENANCE AND REPAIR WORKERS, GENERAL	49-9042-02	\$23.04	\$23.04	\$22.51	\$22.51	\$23.04	\$23.04	\$17.62	\$17.62	\$17.62
WELDERS, CUTTERS, SOLDERERS AND BRAZERS	51-4121-02	\$22.51	\$22.51	\$22.51	\$17.62	\$23.04	\$23.04	\$17.62	\$23.04	\$20.33
LAUNDRY AND DRY-CLEANING WORKERS	51-6011-01	\$15.91	\$15.91	\$15.91	\$12.73	\$19.39	\$19.39	\$14.83	\$19.39	\$17.10
COAT/PAINT/SPRAY MACH SETTER/OPR/TENDER	51-9121-01	\$19.39	\$19.39	\$15.91	\$15.91	\$19.39	\$19.39	\$15.91	\$17.60	\$15.91
INDUSTRIAL TRUCK AND TRACTOR OPERATORS	53-7051-02	\$21.14	\$21.14	\$20.66	\$20.66	\$21.14	\$21.14	\$18.65	\$21.14	\$20.66
LABOR & FREIGHT, STOCK, & MATERIAL MVRS	53-7062-01	\$17.79	\$17.79	\$17.38	\$17.38	\$17.79	\$17.79	\$15.54	\$16.98	\$15.54

Occupation	Broadband Code	Region 10	Region 11	Region 12	Region 13	Region 14	Region 15	Region 16	Region 17
CLAIMS ADJUSTER, EXAMINER & INVESTIGATOR	13-1031-01	\$15.86	\$12.63	\$12.53	\$12.35	\$12.53	\$12.53	\$ 12.53	\$ 12.53
CLAIMS ADJUSTER, EXAMINER & INVESTIGATOR	13-1031-03	\$18.10	\$17.83	\$18.01	\$18.23	\$17.69	\$18.10	\$ 18.01	\$ 18.10
COMPLIANCE OFFICERS	13-1041-01	\$16.16	\$12.63	\$12.53	\$12.87	\$12.53	\$12.53	\$ 12.87	\$ 12.53
COMPLIANCE OFFICERS	13-1041-02	\$17.20	\$16.23	\$16.23	\$16.60	\$16.23	\$16.60	\$ 16.23	\$ 16.60
COMPLIANCE OFFICERS	13-1041-03	\$18.10	\$17.70	\$17.70	\$18.10	\$17.70	\$18.10	\$ 17.70	\$ 17.70
COMPLIANCE OFFICERS	13-1041-04	\$25.36	\$23.09	\$23.12	\$25.36	\$22.91	\$25.36	\$ 23.12	\$ 22.91
COMP, BENEFIT & JOB ANALYSIS SPEC	13-1072-01	\$16.16	\$12.63	\$12.53	\$12.91	\$12.53	\$12.53	\$ 12.91	\$ 12.53
COMP, BENEFIT & JOB ANALYSIS SPEC	13-1072-02	\$17.20	\$16.35	\$16.35	\$16.60	\$17.20	\$16.60	\$ 16.35	\$ 16.60
TRAINING AND DEVELOPMENT SPECIALISTS	13-1073-03	\$18.10	\$17.70	\$17.70	\$18.10	\$17.70	\$18.10	\$ 17.70	\$ 17.70
TRAINING AND DEVELOPMENT SPECIALISTS	13-1073-04	\$25.36	\$22.91	\$23.61	\$23.78	\$22.91	\$25.36	\$ 23.61	\$ 22.91
HUMAN RESOUR/TRAIN/LABR RELAT SPEC, OTHR	13-1079-01	\$16.16	\$12.63	\$12.53	\$12.91	\$12.53	\$12.53	\$ 12.91	\$ 12.53
HUMAN RESOUR/TRAIN/LABR RELAT SPEC, OTHR	13-1079-02	\$17.20	\$16.23	\$16.23	\$16.60	\$16.23	\$16.60	\$ 16.23	\$ 16.60
HUMAN RESOUR/TRAIN/LABR RELAT SPEC, OTHR	13-1079-03	\$18.10	\$17.83	\$18.10	\$18.23	\$17.70	\$18.10	\$ 18.23	\$ 18.10
MANAGEMENT ANALYSTS	13-1111-03	\$18.10	\$17.70	\$17.70	\$18.23	\$17.70	\$18.10	\$ 17.70	\$ 17.70
MANAGEMENT ANALYSTS	13-1111-04	\$25.36	\$22.91	\$22.91	\$25.36	\$22.91	\$25.36	\$ 22.91	\$ 22.91
BUSINESS OPERATION SPECIALIST, ALL OTHER	13-1199-01	\$16.16	\$12.63	\$12.53	\$12.91	\$12.53	\$12.53	\$ 12.91	\$ 12.53
ACCOUNTANTS AND AUDITORS	13-2011-02	\$17.20	\$16.09	\$16.23	\$16.60	\$16.23	\$16.60	\$ 16.23	\$ 16.23
ACCOUNTANTS AND AUDITORS	13-2011-03	\$19.72	\$19.06	\$19.25	\$19.87	\$19.28	\$19.72	\$ 19.25	\$ 19.28
APPRAISERS AND ASSESSORS OF REAL ESTATE	13-2021-03	\$19.72	\$19.28	\$19.28	\$19.87	\$19.28	\$19.72	\$ 19.28	\$ 19.72
FINANCIAL ANALYSTS	13-2051-01	\$17.20	\$13.55	\$13.66	\$14.08	\$13.66	\$13.66	\$ 13.66	\$ 13.66
FINANCIAL ANALYSTS	13-2051-02	\$17.20	\$15.84	\$16.60	\$16.73	\$17.20	\$16.60	\$ 16.73	\$ 16.60
FINANCIAL SPECIALISTS, ALL OTHER	13-2099-01	\$17.20	\$13.66	\$14.08	\$14.08	\$13.66	\$13.66	\$ 14.08	\$ 13.66
FINANCIAL SPECIALISTS, ALL OTHER	13-2099-02	\$17.20	\$16.23	\$16.73	\$16.73	\$17.20	\$16.60	\$ 16.73	\$ 16.60
FINANCIAL SPECIALISTS, ALL OTHER	13-2099-03	\$19.72	\$19.13	\$19.28	\$19.87	\$19.28	\$19.72	\$ 19.28	\$ 19.28
SOIL AND PLANT SCIENTISTS	19-1013-03	\$30.40	\$21.19	\$21.07	\$27.11	\$21.02	\$21.02	\$ 21.02	\$ 21.02
SOIL AND PLANT SCIENTISTS	19-1013-04	\$36.48	\$27.43	\$30.84	\$35.10	\$35.10	\$35.10	\$ 35.10	\$ 27.22
FISHERIES AND WILDLIFE BIOLOGISTS	19-1023-01	\$22.80	\$15.01	\$18.06	\$19.20	\$14.78	\$14.78	\$ 14.78	\$ 14.78
FISHERIES AND WILDLIFE BIOLOGISTS	19-1023-02	\$24.87	\$19.43	\$21.06	\$24.87	\$19.28	\$19.28	\$ 19.28	\$ 19.28
FISHERIES AND WILDLIFE BIOLOGISTS	19-1023-03	\$27.36	\$21.19	\$26.07	\$27.11	\$21.02	\$21.02	\$ 21.02	\$ 21.02
FISHERIES AND WILDLIFE BIOLOGISTS	19-1023-04	\$35.10	\$27.43	\$30.40	\$35.10	\$30.40	\$30.40	\$ 33.74	\$ 27.22
BIOLOGICAL SCIENTISTS, ALL OTHER	19-1029-01	\$22.80	\$15.60	\$17.67	\$19.20	\$14.38	\$14.38	\$ 14.38	\$ 14.38
BIOLOGICAL SCIENTISTS, ALL OTHER	19-1029-02	\$24.87	\$19.43	\$22.36	\$24.87	\$19.28	\$19.28	\$ 19.28	\$ 19.28
BIOLOGICAL SCIENTISTS, ALL OTHER	19-1029-03	\$27.36	\$21.19	\$24.22	\$29.28	\$27.11	\$27.11	\$ 21.02	\$ 21.02
EPIDEMIOLOGISTS	19-1041-01	\$25.11	\$19.20	\$19.20	\$19.20	\$14.78	\$14.78	\$ 14.78	\$ 14.78
EPIDEMIOLOGISTS	19-1041-02	\$32.52	\$24.87	\$21.98	\$24.87	\$24.87	\$24.87	\$ 24.87	\$ 19.28
LIFE SCIENTISTS, ALL OTHER	19-1099-02	\$24.87	\$19.43	\$21.27	\$24.87	\$19.28	\$19.28	\$ 19.28	\$ 19.28
LIFE SCIENTISTS, ALL OTHER	19-1099-03	\$27.36	\$21.19	\$23.47	\$29.28	\$27.11	\$27.11	\$ 27.11	\$ 21.02
ATMOSPHERIC SCIENTISTS	19-2021-03	\$27.36	\$21.19	\$21.07	\$29.28	\$27.11	\$27.11	\$ 27.11	\$ 21.02
CHEMISTS	19-2031-01	\$22.80	\$19.20	\$17.67	\$19.20	\$14.78	\$14.78	\$ 14.78	\$ 14.78
CHEMISTS	19-2031-02	\$25.84	\$21.40	\$19.28	\$24.87	\$24.87	\$24.87	\$ 19.28	\$ 19.28
ENVIRONMEN SCIENTIST & SPEC, INCL HLTH	19-2041-01	\$22.80	\$15.01	\$17.67	\$19.20	\$14.78	\$14.78	\$ 14.78	\$ 14.78
ENVIRONMEN SCIENTIST & SPEC, INCL HLTH	19-2041-02	\$24.87	\$19.43	\$21.03	\$24.87	\$19.28	\$19.28	\$ 19.28	\$ 19.28
ENVIRONMEN SCIENTIST & SPEC, INCL HLTH	19-2041-03	\$27.36	\$21.19	\$21.06	\$27.11	\$21.02	\$21.02	\$ 21.02	\$ 21.02
ENVIRONMEN SCIENTIST & SPEC, INCL HLTH	19-2041-04	\$35.10	\$27.43	\$30.40	\$35.10	\$30.40	\$30.40	\$ 33.74	\$ 27.22
GEOLOGIST/EXCEPT HYDROLOGI & GEOGRAPH	19-2042-02	\$24.87	\$19.43	\$24.32	\$24.87	\$19.28	\$19.28	\$ 19.28	\$ 19.28
GEOLOGIST/EXCEPT HYDROLOGI & GEOGRAPH	19-2042-03	\$27.36	\$21.19	\$27.11	\$27.11	\$21.02	\$21.02	\$ 21.02	\$ 21.02
GEOLOGIST/EXCEPT HYDROLOGI & GEOGRAPH	19-2042-04	\$35.10	\$27.43	\$30.40	\$35.10	\$30.40	\$30.40	\$ 33.74	\$ 27.22
HYDROLOGISTS	19-2043-03	\$33.44	\$21.19	\$27.11	\$27.11	\$27.11	\$27.11	\$ 27.11	\$ 21.02
PHYSICAL SCIENTISTS, ALL OTHER	19-2099-01	\$22.80	\$15.01	\$19.20	\$19.20	\$19.20	\$19.20	\$ 19.20	\$ 14.78
MARKET RESEARCH ANALYSTS	19-3021-01	\$18.74	\$14.78	\$14.78	\$14.66	\$14.78	\$14.78	\$ 14.78	\$ 14.78
MARKET RESEARCH ANALYSTS	19-3021-02	\$19.74	\$17.83	\$18.10	\$22.81	\$19.18	\$18.10	\$ 17.69	\$ 18.10
BIOLOGICAL TECHNICIANS	19-4021-01	\$14.83	\$11.59	\$11.50	\$11.32	\$11.50	\$11.50	\$ 11.50	\$ 11.50
FORENSIC SCIENCE TECHNICIANS	19-4092-02	\$24.32	\$15.01	\$19.20	\$19.20	\$19.20	\$19.20	\$ 16.63	\$ 14.78
LIFE/PHYSICAL/SOCIAL SCI TECH, ALL OTHER	19-4099-01	\$15.87	\$11.59	\$14.83	\$14.83	\$11.50	\$11.50	\$ 11.50	\$ 11.50
LIFE/PHYSICAL/SOCIAL SCI TECH, ALL OTHER	19-4099-02	\$22.80	\$15.01	\$19.20	\$19.20	\$19.20	\$19.20	\$ 17.43	\$ 14.78
REHABILITATION COUNSELORS	21-1015-02	\$19.20	\$15.01	\$18.48	\$19.20	\$14.78	\$14.78	\$ 14.78	\$ 14.78
REHABILITATION COUNSELORS	21-1015-03	\$22.81	\$17.83	\$19.57	\$22.81	\$19.57	\$22.81	\$ 19.57	\$ 17.69
COUNSELORS, ALL OTHER	21-1019-02	\$19.20	\$15.01	\$17.68	\$19.20	\$14.78	\$14.78	\$ 14.78	\$ 14.78
HEALTH EDUCATORS	21-1091-02	\$19.20	\$15.01	\$18.47	\$19.20	\$14.78	\$14.78	\$ 14.78	\$ 14.78
HEALTH EDUCATORS	21-1091-03	\$22.81	\$17.83	\$19.58	\$22.81	\$19.58	\$22.81	\$ 19.58	\$ 18.95
PROBATION OFFICER & CORR TREATMENT SPEC	21-1092-01	\$23.04	\$17.62	\$17.62	\$17.62	\$17.62	\$17.62	\$ 17.62	\$ 14.39
PROBATION OFFICER & CORR TREATMENT SPEC	21-1092-03	\$29.83	\$22.81	\$22.81	\$22.81	\$22.81	\$22.81	\$ 22.81	\$ 19.70
COMMUNITY/SOCIAL SERVICE SPEC/ALL OTHER	21-1099-01	\$14.89	\$11.59	\$14.83	\$14.83	\$11.50	\$11.50	\$ 11.50	\$ 11.50
COMMUNITY/SOCIAL SERVICE SPEC/ALL OTHER	21-1099-02	\$19.20	\$15.59	\$15.59	\$19.20	\$15.59	\$14.78	\$ 15.59	\$ 15.59

Occupation	Broadband Code	Region 10	Region 11	Region 12	Region 13	Region 14	Region 15	Region 16	Region 17
COMMUNITY/SOCIAL SERVICE SPEC/ALL OTHER	21-1099-03	\$22.81	\$17.83	\$17.69	\$22.81	\$17.69	\$22.81	\$ 17.69	\$ 17.69
ARBITRATORS AND MEDIATORS	23-1022-02	\$24.87	\$19.88	\$19.88	\$24.87	\$19.88	\$24.87	\$ 19.88	\$ 19.88
PARALEGALS AND LEGAL ASSISTANTS	23-2011-01	\$18.98	\$14.82	\$15.35	\$15.35	\$18.98	\$14.78	\$ 15.35	\$ 14.78
LAW CLERKS	23-2092-03	\$24.78	\$24.78	\$23.61	\$24.48	\$24.78	\$24.48	\$ 24.78	\$ 24.78
VOCATIONAL EDUCAT TEACHER, POSTSECONDARY	25-1194-01	\$19.39	\$11.59	\$14.83	\$14.83	\$11.50	\$11.50	\$ 11.50	\$ 11.50
VOCATIONAL EDUCAT TEACHER, POSTSECONDARY	25-1194-02	\$19.20	\$15.01	\$19.20	\$19.20	\$19.20	\$19.20	\$ 19.20	\$ 14.78
SPECIAL EDUCATION TEACHER, SECONDARY SCH	25-2043-03	\$29.83	\$17.83	\$22.81	\$22.81	\$22.81	\$22.81	\$ 22.81	\$ 17.69
ADLT LIT/REMEDIAL ED/GED TEACH & INSTRCT	25-3011-02	\$19.20	\$15.01	\$19.20	\$19.20	\$14.78	\$14.78	\$ 14.78	\$ 14.78
ADLT LIT/REMEDIAL ED/GED TEACH & INSTRCT	25-3011-03	\$29.83	\$17.83	\$22.81	\$22.81	\$22.81	\$22.81	\$ 22.81	\$ 17.69
TEACHERS AND INSTRUCTORS, ALL OTHER	25-3099-02	\$25.11	\$19.20	\$19.20	\$19.20	\$19.20	\$19.20	\$ 19.20	\$ 14.78
CURATORS	25-4012-03	\$32.52	\$19.43	\$22.36	\$24.87	\$19.28	\$19.28	\$ 19.28	\$ 19.28
MUSEUM TECHNICIANS AND CONSERVATORS	25-4013-01	\$14.83	\$11.59	\$11.50	\$11.32	\$11.50	\$11.50	\$ 11.50	\$ 11.50
MUSEUM TECHNICIANS AND CONSERVATORS	25-4013-02	\$22.81	\$17.83	\$18.10	\$22.81	\$22.81	\$18.10	\$ 22.81	\$ 18.10
LIBRARIANS	25-4021-02	\$22.81	\$17.83	\$18.10	\$18.10	\$17.69	\$18.10	\$ 17.69	\$ 18.10
LIBRARIANS	25-4021-03	\$24.87	\$19.43	\$19.72	\$24.87	\$24.87	\$19.72	\$ 21.03	\$ 19.72
LIBRARY TECHNICIANS	25-4031-01	\$14.83	\$11.59	\$11.85	\$11.85	\$11.50	\$11.50	\$ 11.85	\$ 11.50
EDUCATION/TRAIN/LIBRARY WORKER/ALL OTHER	25-9099-02	\$19.20	\$15.01	\$14.78	\$14.66	\$14.78	\$14.78	\$ 14.78	\$ 14.78
EDUCATION/TRAIN/LIBRARY WORKER/ALL OTHER	25-9099-03	\$22.81	\$17.83	\$18.10	\$18.10	\$17.69	\$18.10	\$ 17.69	\$ 18.10
EDUCATION/TRAIN/LIBRARY WORKER/ALL OTHER	25-9099-04	\$27.11	\$21.19	\$23.27	\$27.11	\$27.11	\$23.27	\$ 27.11	\$ 21.02
PUBLIC RELATIONS SPECIALISTS	27-3031-02	\$18.45	\$16.35	\$16.73	\$16.73	\$18.45	\$16.60	\$ 16.73	\$ 16.60
MEDIA & COMMUNICATION WORKERS, ALL OTHER	27-3099-01	\$15.98	\$12.63	\$12.92	\$12.92	\$12.53	\$12.53	\$ 12.92	\$ 12.53
FIRST-LINE SUPV/MGR OF CORR ENFORCEMENT	33-1011-03	\$40.71	\$34.65	\$34.65	\$35.45	\$35.45	\$35.45	\$ 34.65	\$ 27.11
FIRST-LINE SUPV/MGR OF CORR ENFORCEMENT	33-1011-05	\$48.37	\$41.72	\$41.72	\$42.11	\$42.11	\$42.11	\$ 41.72	\$ 32.20
FIRST-LIN SUPV/MGR FIRE FIGHT/PREVNT WKR	33-1021-03	\$40.71	\$34.65	\$34.65	\$35.45	\$35.45	\$35.45	\$ 31.93	\$ 27.11
FIRE FIGHTERS	33-2011-01	\$28.84	\$24.54	\$24.54	\$25.11	\$25.11	\$25.11	\$ 24.54	\$ 18.33
CORRECTIONAL ENFORCEMENT	33-3012-01	\$34.27	\$29.16	\$29.16	\$29.83	\$29.83	\$29.83	\$ 29.16	\$ 22.81
CORRECTIONAL ENFORCEMENT	33-3012-02	\$37.35	\$31.78	\$31.78	\$32.52	\$32.52	\$32.52	\$ 31.78	\$ 24.87
SECURITY GUARDS	33-9032-01	\$13.98	\$13.98	\$13.60	\$17.79	\$13.98	\$13.60	\$ 13.98	\$ 13.60
SECURITY GUARDS	33-9032-02	\$17.62	\$17.62	\$16.35	\$23.04	\$17.62	\$23.04	\$ 17.62	\$ 15.74
SECURITY GUARDS	33-9032-03	\$19.20	\$19.20	\$17.67	\$25.11	\$19.20	\$25.11	\$ 19.20	\$ 17.16
PROTECTIVE SERVICE WORKERS - NON SWORN	33-9099-02	\$27.37	\$26.75	\$26.75	\$27.37	\$27.37	\$27.37	\$ 26.75	\$ 20.93
COOKS, RESTAURANTS	35-2014-02	\$22.81	\$18.85	\$18.77	\$18.77	\$15.98	\$19.58	\$ 15.98	\$ 15.98
FOOD PREPARATION WORKERS	35-2021-01	\$19.39	\$12.73	\$12.73	\$14.83	\$13.08	\$14.83	\$ 12.20	\$ 12.73
FIRST-LIN SUPV/MGR HOUSEKEEP/JANITOR WKR	37-1011-03	\$21.14	\$13.87	\$13.87	\$13.30	\$13.87	\$13.87	\$ 13.30	\$ 13.87
FIRST-LINE SUPV/MGR LANDSCAP/LAWN/GROUND	37-1012-02	\$22.27	\$12.73	\$12.73	\$14.83	\$14.83	\$14.83	\$ 12.20	\$ 12.73
FIRST-LINE SUPV/MGR LANDSCAP/LAWN/GROUND	37-1012-03	\$24.28	\$13.87	\$13.87	\$16.16	\$16.16	\$16.16	\$ 13.30	\$ 13.87
FIRST-LINE SUPV/MGR LANDSCAP/LAWN/GROUND	37-1012-04	\$28.84	\$16.48	\$16.48	\$19.20	\$19.20	\$19.20	\$ 15.80	\$ 16.48
JANITOR/CLEANER, EXCEPT MAID/HOUSEKEEP	37-2011-01	\$17.79	\$12.15	\$12.15	\$12.56	\$13.08	\$13.60	\$ 11.19	\$ 12.15
BUTLERS, MAIDS AND HOUSEKEEPING CLEANERS	37-2012-04	\$25.11	\$16.48	\$17.67	\$23.63	\$19.20	\$19.20	\$ 16.48	\$ 16.48
PEST CONTROL WORKERS	37-2021-01	\$17.79	\$13.60	\$13.60	\$15.54	\$13.60	\$13.60	\$ 11.67	\$ 11.67
LANDSCAPING AND GROUNDSKEEPING WORKERS	37-3011-01	\$17.79	\$11.67	\$11.67	\$13.60	\$13.08	\$13.60	\$ 11.67	\$ 11.67
LANDSCAPING AND GROUNDSKEEPING WORKERS	37-3011-04	\$25.11	\$16.48	\$16.48	\$19.20	\$16.94	\$19.20	\$ 15.80	\$ 16.48
CASHIERS	41-2011-01	\$15.98	\$11.50	\$13.56	\$14.83	\$13.59	\$14.83	\$ 11.85	\$ 11.50
FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR	43-1011-01	\$13.60	\$10.56	\$10.54	\$11.19	\$10.54	\$10.54	\$ 11.19	\$ 10.54
FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR	43-1011-02	\$17.58	\$12.54	\$12.53	\$13.30	\$12.53	\$12.53	\$ 12.53	\$ 12.53
FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR	43-1011-04	\$20.93	\$16.23	\$16.23	\$15.89	\$16.23	\$16.23	\$ 16.23	\$ 16.23
FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR	43-1011-05	\$29.55	\$22.78	\$22.91	\$24.31	\$22.91	\$29.55	\$ 22.78	\$ 22.91
BOOKKEEPING, ACCOUNTING & AUDITING CLERK	43-3031-01	\$13.60	\$10.56	\$10.54	\$10.38	\$10.54	\$10.54	\$ 10.86	\$ 10.54
BOOKKEEPING, ACCOUNTING & AUDITING CLERK	43-3031-02	\$16.16	\$12.54	\$12.53	\$12.34	\$16.15	\$12.53	\$ 12.53	\$ 12.53
FILE CLERKS	43-4071-03	\$18.24	\$12.49	\$14.62	\$14.66	\$14.89	\$14.89	\$ 14.62	\$ 14.66
HUMN RESOUR AST/EXCPT PAYROLL/TIMEKEEPNG	43-4161-02	\$16.16	\$12.54	\$12.53	\$12.34	\$12.53	\$12.53	\$ 12.53	\$ 12.53
RECEPTIONISTS AND INFORMATION CLERKS	43-4171-01	\$13.60	\$10.54	\$10.54	\$10.87	\$10.54	\$10.54	\$ 10.54	\$ 10.54
INFORMATION AND RECORD CLERKS, ALL OTHER	43-4199-02	\$16.16	\$12.53	\$12.53	\$12.34	\$12.53	\$12.53	\$ 12.53	\$ 12.53
INFORMATION AND RECORD CLERKS, ALL OTHER	43-4199-03	\$18.76	\$14.78	\$14.89	\$15.35	\$16.15	\$14.89	\$ 14.89	\$ 14.89
EXECUTIVE SECRETARIES & ADMIN ASSISTANTS	43-6011-01	\$13.60	\$10.56	\$10.54	\$10.87	\$11.43	\$10.54	\$ 10.54	\$ 10.54
EXECUTIVE SECRETARIES & ADMIN ASSISTANTS	43-6011-02	\$16.16	\$12.53	\$12.53	\$12.34	\$12.53	\$12.53	\$ 12.53	\$ 12.53
EXECUTIVE SECRETARIES & ADMIN ASSISTANTS	43-6011-03	\$18.48	\$14.89	\$14.89	\$14.97	\$14.89	\$14.89	\$ 14.97	\$ 14.89
EXECUTIVE SECRETARIES & ADMIN ASSISTANTS	43-6011-04	\$18.98	\$16.23	\$16.31	\$16.60	\$16.23	\$16.60	\$ 16.31	\$ 16.60
EXECUTIVE SECRETARIES & ADMIN ASSISTANTS	43-6011-05	\$24.32	\$20.02	\$20.02	\$23.61	\$22.91	\$24.32	\$ 20.02	\$ 20.02
SECRETARIES, EXCPT LEGAL, MEDICAL & EXEC	43-6014-01	\$13.60	\$10.56	\$10.54	\$10.63	\$10.54	\$10.54	\$ 10.54	\$ 10.54
WORD PROCESSORS AND TYPISTS	43-9022-01	\$13.60	\$10.56	\$10.54	\$10.63	\$10.54	\$10.54	\$ 10.54	\$ 10.54
WORD PROCESSORS AND TYPISTS	43-9022-02	\$16.16	\$12.44	\$12.34	\$12.34	\$14.81	\$12.53	\$ 12.53	\$ 12.53
OFFICE CLERKS, GENERAL	43-9061-01	\$13.60	\$10.54	\$10.54	\$10.67	\$10.54	\$10.54	\$ 10.54	\$ 10.54
OFFICE CLERKS, GENERAL	43-9061-02	\$16.16	\$11.88	\$12.38	\$12.38	\$14.81	\$12.53	\$ 12.53	\$ 12.53

Occupation	Broadband Code	Region 10	Region 11	Region 12	Region 13	Region 14	Region 15	Region 16	Region 17
OFFICE & ADMIN SUPPORT WORKER, ALL OTHER	43-9199-05	\$24.32	\$20.00	\$21.60	\$23.61	\$22.91	\$22.91	\$ 21.60	\$ 21.60
FIRST-LINE SUPERVISOR/MANAGER, FORESTRY	45-1011-02	\$32.52	\$20.78	\$21.49	\$24.87	\$21.49	\$24.87	\$ 21.49	\$ 21.49
AGRICULTURAL INSPECTORS	45-2011-02	\$25.11	\$15.97	\$19.20	\$19.20	\$19.20	\$19.20	\$ 15.97	\$ 14.89
AGRICULTURAL INSPECTORS	45-2011-03	\$29.83	\$18.85	\$22.81	\$22.81	\$22.81	\$22.81	\$ 18.28	\$ 17.69
AGRICULTURAL INSPECTORS	45-2011-04	\$32.52	\$20.53	\$19.98	\$24.87	\$24.87	\$24.87	\$ 19.98	\$ 24.87
AGRICULTURAL WORKERS, ALL OTHER	45-2099-01	\$21.14	\$13.03	\$16.16	\$16.16	\$16.16	\$16.16	\$ 13.03	\$ 12.53
FOREST AND CONSERVATION WORKERS	45-4011-01	\$29.83	\$18.85	\$22.81	\$22.81	\$22.81	\$22.81	\$ 22.81	\$ 22.59
OPERATING TEC & OTHER CONST EQUIP OPERAT	47-2073-03	\$31.44	\$19.19	\$19.19	\$20.93	\$20.93	\$20.93	\$ 19.19	\$ 18.70
PIPELAYERS	47-2151-02	\$26.46	\$17.62	\$20.33	\$20.33	\$17.62	\$17.62	\$ 17.62	\$ 15.74
CONSTRUCTION AND BUILDING INSPECTORS	47-4011-03	\$31.44	\$18.70	\$19.10	\$20.93	\$20.93	\$20.93	\$ 18.70	\$ 18.70
FIRST-LIN SUPV/MGR OF MECHAN/INSTAL/REPR	49-1011-03	\$27.37	\$18.70	\$19.10	\$20.93	\$20.93	\$20.93	\$ 18.70	\$ 18.70
ELECTRIC/ELECTRON REPR/COMR INDUST EQUIP	49-2094-01	\$17.79	\$13.60	\$16.03	\$16.03	\$13.60	\$13.60	\$ 13.60	\$ 12.15
ELECTRIC/ELECTRON REPR/COMR INDUST EQUIP	49-2094-02	\$23.04	\$17.62	\$18.36	\$18.36	\$17.62	\$17.62	\$ 17.62	\$ 15.74
ELECTRIC/ELECTRON REPR/COMR INDUST EQUIP	49-2094-03	\$27.37	\$20.93	\$24.15	\$24.15	\$20.93	\$20.93	\$ 20.93	\$ 20.86
MOBILE HEAVY EQUIPMENT MECHANICS	49-3042-03	\$27.37	\$20.93	\$26.75	\$27.37	\$20.93	\$20.93	\$ 20.93	\$ 18.70
MAINTENANCE AND REPAIR WORKERS, GENERAL	49-9042-01	\$15.98	\$11.26	\$12.20	\$12.20	\$13.60	\$13.60	\$ 12.15	\$ 12.15
MAINTENANCE AND REPAIR WORKERS, GENERAL	49-9042-02	\$23.04	\$14.55	\$15.74	\$17.62	\$17.62	\$17.62	\$ 15.74	\$ 16.98
WELDERS, CUTTERS, SOLDERERS AND BRAZERS	51-4121-02	\$26.46	\$15.74	\$16.35	\$18.04	\$17.62	\$17.62	\$ 15.74	\$ 15.74
LAUNDRY AND DRY-CLEANING WORKERS	51-6011-01	\$22.27	\$12.11	\$12.73	\$14.83	\$14.83	\$14.83	\$ 11.85	\$ 12.31
COAT/PAINT/SPRAY MACH SETTER/OPR/TENDER	51-9121-01	\$19.39	\$12.73	\$14.04	\$14.83	\$14.83	\$14.83	\$ 12.73	\$ 12.73
INDUSTRIAL TRUCK AND TRACTOR OPERATORS	53-7051-02	\$24.28	\$20.66	\$20.66	\$21.14	\$16.16	\$16.16	\$ 16.16	\$ 14.45
LABOR & FREIGHT, STOCK, & MATERIAL MVRS	53-7062-01	\$17.79	\$11.99	\$13.02	\$13.60	\$13.60	\$13.60	\$ 12.15	\$ 12.15



## Agreement

### I. Parties

This Agreement, 2015-13 is made this \_\_\_\_ day of \_\_\_\_\_, **20**, by and between GuideSoft, Inc. d/b/a Knowledge Services, located at 5875 Castle Creek Parkway, Suite 400, Indianapolis, IN 46250 and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

### II. Recitals

**Whereas** the Town desires to enter into an agreement with GuideSoft, Inc. d/b/a Knowledge Services ("Knowledge Services") for the purchase of Temporary Staffing Services in an amount not to exceed a budgeted amount; and

**Whereas** Knowledge Services has agreed to provide said Services to the Town in accordance with its contract with The State of Florida, Department of Management Services dated on November 18, 2014, except to the extent otherwise provided herein; and

**Whereas** the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Knowledge Services, in accordance with the terms of The State of Florida, Department of Management Services contract, which is attached hereto as "Exhibit A" and made a part of this Agreement.

Therefore both parties agree as follows:

### III. Services

Knowledge Services shall provide the purchase of temporary staffing services to the Town in accordance with the terms of the above referenced State of Florida, Department of Management Services contract. All other terms and conditions of said contract, a copy of which is attached hereto as "Exhibit A", are incorporated herein by reference, except to the extent otherwise provided herein.

### IV. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Knowledge Services from the State of Florida, Department of Management Services contract:

#### **CONTRACT NUMBER**

The Town of Miami Lakes' Temporary Staffing Services Contract shall be referenced as Contract # 2015-13.

#### **EFFECTIVE DATE**

Month \_\_\_\_\_ Day \_\_\_\_\_ of 20\_\_\_\_



## **SUBCONTRACTORS**

Contractor shall not subcontract any of the Work to be performed under this Contract

## **INVOICING**

Contractor shall provide the Town with an invoice once per month for the Work performed in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

## **INVOICES**

Contractor shall provide the Town with an invoice subsequent to completion and acceptance of the Work. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Contract number
- Purchase Order Number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed, including location(s) where the Work was performed and which department requested the Work
- Prices of Tasks performed
- Extended prices

**6601 Main Street • Miami Lakes, Florida, 33014**

**Office: (305) 364-6100 • Fax: (305) 558-8511**

**Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)**





- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

**V. INSURANCE**

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

**VI. Points of Contact**

**The points of contact for the Town shall be:**

Contract Management: Gary Fabrikant, Procurement Manager  
(305) 364-6100 ext. 1199 [fabrikantg@miamilakes-fl.gov](mailto:fabrikantg@miamilakes-fl.gov)

Project Managers: Marilu Manso, Finance Director  
(305) 364-1128 [mansom@miamilakes-fl.gov](mailto:mansom@miamilakes-fl.gov)

Andrea Agha, Assistant Town Manager  
(305) 364-1151 [aghaa@miamilakes-fl.gov](mailto:aghaa@miamilakes-fl.gov)

Marjorie Tejada, Town Clerk  
(305) 364-1200 [tejedam@miamilakes-fl.gov](mailto:tejedam@miamilakes-fl.gov)

**The point of contact for Knowledge Services shall be:**

Bill Evans, Vice President, Professional Services  
(317) 806-6137 [Bille@knowledgeservices.com](mailto:Bille@knowledgeservices.com)

**GuideSoft, Inc. d/b/a Knowledge Services**

**Town of Miami Lakes**

\_\_\_\_\_

\_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Alex Rey, Town Manager

**Attest:**

\_\_\_\_\_  
Marjorie Tejada, Town Clerk



**CORPORATE RESOLUTION**

WHEREAS, GuideSoft, Inc. d/b/a Knowledge Services desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the \_\_\_\_\_,  
(type title of officer)

\_\_\_\_\_, is hereby authorized  
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)