

**COOPERATIVE PURCHASING AGREEMENT FOR TEMPORARY STAFFING SERVICES**

THIS COOPERATIVE PURCHASING AGREEMENT FOR TEMPORARY STAFFING SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **22<sup>ND</sup> CENTURY TECHNOLOGIES, INC.**, a for-profit corporation duly organized in the state of New Jersey and authorized to do business in the state of Florida (EIN: 22-3502121) ("Contractor").

**WHEREAS**, after a competitive procurement process, the State of Florida Department of Management Services ("County") entered into an Agreement with 22<sup>nd</sup> Century Technologies, Inc. for the provision of temporary staffing services, contract number 80111600-21-STC (the "State of Florida Agreement"); and

**WHEREAS**, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

**WHEREAS**, City desires to purchase labor and services for the provision of temporary staffing services pursuant to essentially the same terms and conditions provided under the State of Florida Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

**WHEREAS**, Contractor agrees to extend the terms, conditions, and pricing of the State of Florida Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

**NOW THEREFORE**, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
  - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for Temporary Staffing Services as it may from time to time be amended or modified pursuant to its terms and provisions.
  - B. **State of Florida Agreement:** shall mean the Agreement between the State of Florida and 22<sup>nd</sup> Century Technologies, Inc., and its exhibits, as amended and attached hereto as **Exhibit A – State of Florida Agreement**.
3. **INCORPORATION OF STATE OF FLORIDA AGREEMENT.** The State of Florida Agreement attached hereto as **Exhibit A** is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the State of Florida Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in

this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

**Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

A. Exhibit A: State of Florida Agreement (A-1 through A-55)

5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the State of Florida Agreement are modified and replaced, in their entirety, as follows:

A. The terms "State of Florida," "Department," or "State" shall be replaced and intended to refer to the "City of Ocala."

B. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **APRIL 16, 2025** and continue through and including **JULY 31, 2027**.

C. **COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – State of Florida Agreement**.

1. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall invoice the City monthly for ALL work hours completed for the preceding calendar month regardless of the number of days worked. Invoices shall be prepared by Contractor, divided by the requesting department and temporary employee, and submitted through the responsible City Project Manager. City Project Managers shall be assigned at the time services are requested by City departments.

2. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

3. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

4. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

5. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
6. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
6. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
7. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
  - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
  - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
  - C. Policy must include coverage for contractual liability and independent contractors.
  - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
8. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
  - A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
  - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
  - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
9. **ADDITIONAL INSURANCE REQUIREMENTS.**
  - A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as

limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: [vendors@ocalafl.gov](mailto:vendors@ocalafl.gov).** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
- E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at [vendors@ocalafl.gov](mailto:vendors@ocalafl.gov).
- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

10. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
  - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
  - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.gov](mailto:clerk@ocalafl.gov); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

11. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
12. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
13. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may

lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit [www.e-verify.gov](http://www.e-verify.gov) for more information regarding the E-Verify System.

14. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
15. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
16. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
17. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
18. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
19. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: 22<sup>nd</sup> Century Technologies, Inc.  
Attention: Isha Sharma  
Phone: 804-372-0705  
E-mail: [flmsp@tscti.com](mailto:flmsp@tscti.com)

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer  
City of Ocala  
110 SE Watula Avenue, 3rd Floor  
Ocala, Florida 34471  
Phone: 352-629-8343  
E-mail: [notices@ocalafl.gov](mailto:notices@ocalafl.gov)

Copies to: Devan Kikendall, Director – Human Resources  
City of Ocala  
110 SE Watula Avenue, 3rd Floor  
Ocala, Florida 34471  
Phone: 352-629-8359  
E-mail: [hrrisk@ocalafl.gov](mailto:hrrisk@ocalafl.gov)

William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, 3rd Floor  
Ocala, Florida 34471  
Phone: 352-401-3972  
E-mail: [cityattorney@ocalafl.gov](mailto:cityattorney@ocalafl.gov)

20. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
21. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE



ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

22. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
23. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
24. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
25. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
26. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
27. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
28. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
29. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
30. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
31. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or



implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

32. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on \_\_\_\_\_.

**ATTEST:****CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
Kristen Dreyer  
City Council President

**Approved as to form and legality:****22<sup>ND</sup> CENTURY TECHNOLOGIES, INC.**

\_\_\_\_\_  
William E. Sexton, Esq.  
City Attorney

\_\_\_\_\_  
By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_  
(Title of Authorized Signatory)



**CONTRACT AMENDMENT NO.: 1**  
Contract No.: 80111600-21-STC  
Contract Name: Temporary Staffing Services

**This Contract Amendment** to Contract No. 80111600-21-STC ("Contract") is made by the State of Florida, Department of Management Services ("Department") and 22<sup>nd</sup> Century Technologies, Inc. ("Contractor"), with its principal place of business located at 1390 Ridgeview Dr, Allentown, PA, 18104, collectively referred to herein as the "Parties."

**WHEREAS** the Parties entered into the Contract which became effective on July 23, 2021, with a current end date of July 31, 2024, for the provision of Temporary Staffing Services;

**WHEREAS** the Parties agree to renew the Contract as provided for in Exhibit F, Additional Special Contract Conditions (Florida), subsection 2.2, Renewal; and

**WHEREAS** the Parties agreed that the Contract may be amended by mutual agreement as provided in Exhibit B, Special Contract Conditions (Florida), subsection 6.9, Modification and Severability.

**ACCORDINGLY**, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

**I. Contract Amendment.** Contract Exhibit F, Additional Special Contract Conditions (Florida), is hereby deleted and replaced in its entirety with the attached Exhibit F, Additional Special Contract Conditions (Florida).

**II. Contract Renewal.** The Contract is renewed for a period of three years pursuant to the same terms and conditions of the contract and any executed written amendments, with a new Contract expiration date of July 31, 2027.

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

**IV. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

**V. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment by their duly authorized representatives.



**CONTRACT AMENDMENT NO.: 1**

Contract No.: 80111600-21-STC

Contract Name: Temporary Staffing Services

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

DocuSigned by:  
*Pedro Allende*  
**By:** \_\_\_\_\_  
C94713929499485...

**Name:** Pedro Allende  
**Title:** Secretary  
**Date:** 7/24/2024 | 2:00 PM EDT

**Contractor:**  
**22<sup>nd</sup> Century Technologies, Inc.**

DocuSigned by:  
*Sandeep Singh*  
**By:** \_\_\_\_\_  
28E4556489A140B...

**Name:** Sandeep Singh  
**Title:** Business Head  
**Date:** 7/23/2024 | 11:23 AM EDT

**EXHIBIT F****ADDITIONAL SPECIAL CONTRACT CONDITIONS**

**The corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:**

**2.2 Renewal.**

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

**3.4 Purchase Order.**

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

**3.7 Transaction Fees.**

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

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

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of

the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

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

#### 5.1 Conduct of Business.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 8.1.1 Termination of Contract.

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

#### 8.1.2 Statutory Notice.

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

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

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

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

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

**12.1 Performance or Compliance Audits.**

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

**12.3 Document Inspection.** In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the



terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

#### 13.2 E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

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

#### 5.6 Foreign Country of Concern Attestation.

If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms).

#### 5.8 Common Carrier Attestation.

The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms).

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

#### 12.3 Document Inspection.

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



**State Term Contract  
No. 80111600-21-STC  
For  
Temporary Staffing Services**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **22nd Century Technologies, Inc.** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The initial Contract term shall be for three (3) years. The initial Contract term shall begin on the date of the last signature below. The Contract shall expire on July 31, 2024 unless terminated earlier in accordance with Contract Exhibit B, Special Contract Conditions.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a renewal term not to exceed the initial Contract term, pursuant to Contract Exhibit B, Special Contract Conditions.

**III. Contract.**

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

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

- a) This Contract document
- b) Contract Exhibit F, Additional Special Contract Conditions
- c) Contract Exhibit A, Statement of Work
- d) Contract Exhibit B, Special Contract Conditions
- e) Contract Exhibit C, Job Title Descriptions
- f) Contract Exhibit D, Contractor’s Submitted Technical Proposal from RFP No. 20-80111600-RFP
- g) Contract Exhibit E, Contractor’s Submitted Cost Proposal from RFP No. 20-80111600-RFP

**IV. Contract Management.****Department's Contract Manager:**

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

**Contractor's Contract Manager:**

Sandeep Singh  
22<sup>nd</sup> Century Technologies, Inc.  
8251 Greensboro, Dr, Suite 900  
McLean, VA 22102  
Telephone: (914) 433-8200  
Email: sandeeps@tscti.com

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

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

**Contractor:**  
**22nd Century Technologies, Inc.**

**By:** \_\_\_\_\_  
**Name:** Todd Inman  
**Title:** Secretary

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

DocuSigned by:  
*Caroline Belilies*  
**By:** \_\_\_\_\_  
**Name:** Caroline Belilies  
**Title:** Director

**Date:** 7/20/2021 | 9:55 AM CDT

**IV. Contract Management.****Department's Contract Manager:**

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

**Contractor's Contract Manager:**

Sandeep Singh  
22<sup>nd</sup> Century Technologies, Inc.  
8251 Greensboro, Dr, Suite 900  
McLean, VA 22102  
Telephone: (914) 433-8200  
Email: sandeeps@tscti.com

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

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

By: 

Name: Todd Inman

Title: Secretary

Date: 7/23/2021

**Contractor:**  
**22nd Century Technologies, Inc.**

DocuSigned by:

By: 

Name: Caroline Belilies

Title: Director

Date: 7/20/2021 | 9:55 AM CDT

## CONTRACT EXHIBIT A

### Temporary Staffing Services Contract No. 80111600-21-STC

#### Statement of Work

#### 1 Scope of Services

The Contractor shall serve as the Managed Service Provider (MSP) of the State for the provision of temporary administrative, industrial, and medical staffing services. This includes, but is not limited to, providing Customers with a comprehensive offering of Temporary Staffing Services statewide via the Contractor's Management System to meet their various needs.

#### 2 Definitions

- 2.1 **Bill Rate** – The unit of compensation paid to the Contractor, consisting of the Pay Rate and the Mark-Up Rate. The Bill Rate is expressed as a range between Entry (low) and Experienced (high). "Bill Rate, Entry" and "Bill Rate, Experienced" is determined by applying the Mark-Up Rate to the "Pay Rate, Entry" and "Pay Rate, Experienced," respectively.
- 2.2 **Business Day** – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. Eastern Time.
- 2.3 **Contingent Staff** – A person assigned to work on behalf of the Contractor for the purpose of providing temporary staffing services to a Customer.
- 2.4 **Contractor or Managed Service Provider (MSP)** – The Vendor that has been awarded and contracts to provide and maintain a network of Subcontractors, supply and support a Management System (MS), and provide recruitment and selection services to Customers in accordance with the Contract. The term "Contractor" may be used interchangeably with "Managed Service Provider."
- 2.5 **Customer** – An ordering entity, including state agencies and eligible users, as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).
- 2.6 **Job Category** – The classification of Job Titles under this Contract. The Job Categories are administrative, industrial, and medical.
- 2.7 **Job Title** – A service provided by the Contractor to be performed by Contingent Staff under this Contract.
- 2.8 **Management System (MS)** – The Contractor's automated system, accessible through the internet, that processes requests for Contingent Staff from Customers and invoices Customers, produces monthly and quarterly reports, and performs other operations required under the Contract.
- 2.9 **Mark-Up Rate** – The amount paid to the Contractor, in addition to the Pay Rate, that includes all other costs associated with the provision of Temporary Staffing

Services; the Mark-Up Rate may include, but is not limited to, Statutory Rate, Subcontractor costs, and the amount retained by the Contractor as payment for services rendered under the Contract. The Mark-Up Rate is equal to the difference between the Bill Rate and the Pay Rate and is expressed as a percentage for the purposes of the Contract; the Mark-Up Rate is applied to the Pay Rate to determine the Bill Rate.

- 2.10 **Pay Rate** – The hourly rate of pay to Contingent Staff before deductions are taken. The Pay Rate is expressed as a range between Entry (low) and Experienced (high) and is commensurate with the qualifications and skill level of Contingent Staff.
  - 2.10.1 **Pay Rate, Entry** – The Pay Rate for entry-level Contingent Staff. The Customer may negotiate, and the Contractor may offer, a “Pay Rate, Entry” lower than that which is indicated on the Cost Proposal for a Job Title.
  - 2.10.2 **Pay Rate, Experienced** – The Pay Rate for experienced Contingent Staff. The Customer may negotiate, and the Contractor may offer, a “Pay-Rate, Experienced” lower than that which is indicated on the Cost Proposal for a Job Title. However, the Contractor shall not offer a “Pay Rate, Experienced” higher than that which is indicated on the Cost Proposal for a Job Title.
- 2.11 **Service Level Agreement** – Mandatory, detailed performance requirements that apply to the Contractor’s provision of services to Customers under the Contract.
- 2.12 **State** – The State of Florida.
- 2.13 **Statutory Rate** – The total amount 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.
- 2.14 **Subcontractor** – When capitalized in this SOW, a vendor that has executed an agreement with the Contractor, and been approved by the Department, to supply Contingent Staffing to a Customer upon request.
- 2.15 **Temporary Staffing Services** – The complete portfolio of Job Titles available from the Contractor for administrative, industrial, and medical staffing service categories under this Contract.

### **3 Contractor Responsibilities**

The Contractor and its subcontractors shall adhere to all work policies, procedures, and standards established by the Department and Customer. The Contractor and its subcontractors shall ensure that Contingent Staff conform in all respects with physical safety, security, and fire regulations while on the Customer’s premises. The Contractor and its subcontractors shall be responsible for obtaining all of the aforementioned rules, regulations, policies, etc. Regardless of any delegation, including any subcontract entered into, by the Contractor, the Contractor and its subcontractors shall be responsible for the following:

- 3.1 Recruiting, hiring, and implementing any reassignments or terminations of Contingent Staff. The Contractor shall ensure competency and responsibility of the Contingent Staff, subject to a financial consequence as identified in Section 23, Service Level Agreements and Financial Consequences, for failure to maintain a Contingent Staff turnover rate of no more than 8% per month.
- 3.2 Providing Contingent Staff that meet the requirements, including but not limited to, to the experience level, identified in the Customer's contract or purchase order.
- 3.3 Maintaining a recruiting and hiring program that is in compliance with applicable federal and State employment laws and their implementing rules and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Credit Reporting Act, and the Fair Employment Protection Act.
- 3.4 Performing background screening on all Contingent Staff, including screening of credentials, licensure, personal history, qualifications, work history, and references, as well as criminal background checks and fingerprinting as required herein. Contractor shall ensure that all Contingent Staff possess all certifications and qualifications necessary to enable them to perform their assignments.
- 3.5 Providing telephone and help desk support, in accordance with State business hours. Business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, as specified in section 110.117, Florida Statutes (F.S.).
- 3.6 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 Customer and Subcontractor, and provide reporting visibility on candidate submittals and selection trends to the Department and the Customer. The Contractor shall ensure that all Subcontractors have an equal opportunity to submit candidates for all staffing position opportunities.
- 3.7 Administering periodic performance evaluations and any disciplinary actions for each Contingent Staff provided under this Contract.
- 3.8 Informing Contingent Staff that they are required to adhere to the policies and procedures of the State and the Customer. Contractor or its designee shall promptly notify the Customer of any human resource issues raised by a Contingent Staff that may affect the Customer, such as threats of violence, harassment, discrimination, or retaliation.
- 3.9 Providing harassment, discrimination, and retaliation training for all Contingent Staff. Contractor shall maintain a record of all such training.
- 3.10 Informing Contingent Staff in writing that they are employed by Contractor, not the Customer.
- 3.11 Notifying Contingent Staff in writing that the only benefits they will receive will be from Contractor and that they are not entitled to any benefits from the Customer.



- 3.12 Informing Contingent Staff in writing that job-related illness/injury reports are to be made to Contractor. Contractor or its designee shall notify the Customer within twenty-four (24) hours of receipt of any such reports.
- 3.13 Being solely responsible for, and holding Customers harmless from, all administrative employment matters regarding Contingent Staff including, but not limited to, all payroll and payroll income tax withholding matters; payment of workers' compensation premiums; funding of legally required fringe benefit programs; and taking responsibility for and complying with (including offering coverage, if required) the Affordable Care Act with respect to Contingent Staff.
- 3.14 Paying Contingent Staff in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act and Florida Employment and Labor Laws. Contractor shall maintain complete and accurate records of all wages paid to Contingent Staff. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages and payroll-related and unemployment taxes attributable to wages paid to Contingent Staff.
- 3.15 Issue invoices for all services provided to Customers. Invoices must specify the Pay Rate, Bill Rate, and Mark-Up Rate used to determine the amount of the invoice. The Mark-Up Rate must be expressed as a percentage and dollar amount and must include the Statutory Rate expressed as a percentage of the Mark-up Rate. 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.

#### **4 Management System Requirements**

The Contractor shall develop and maintain the MS, which shall manage all processes required to procure Contingent Staff, manage assignments, collect hours worked, consolidate invoicing, and report on the Contingent Staff by Customer.

- 4.1 The Contractor shall ensure that the Department, Subcontractors, and Customers have continuous, uninterrupted access to the MS, including nights, weekends, and holidays, for the duration of the Contract, subject to a 98% uptime target for the application of financial consequences identified in Paragraph 23 below.
- 4.2 The Contractor shall provide a minimum of thirty (30) days' notice to the Department prior to planned outage, update, upgrade, and maintenance schedules for the MS. The Contractor shall, within one (1) business hour of becoming aware of an unplanned outage of the MS, notify the Department of the occurrence and establish workaround solutions if the outage exceeds one (1) Business Day or eight (8) consecutive business hours.
- 4.3 The Contractor shall provide Customers with initial setup training and materials on how to use the MS. The Contractor shall also make ongoing training available to Customers on as-needed basis upon request.
- 4.4 The Contractor shall configure the MS to incorporate name and location and any other reasonable non-programming modifications as requested by a state agency but is not obligated to develop customizations for other eligible users.

- 4.5 Provide all reporting features, including but not limited to, standard reports and ad hoc reports created through tools accessible and useable by the Department and Customers. The Contractor shall ensure that such reports can be created by the Department and Customers without specialized knowledge of report programming.
- 4.6 Provide the Department's Contract Manager with access to all information pertaining to all orders and contracts with Customers, including but not limited to, staffing requests, assigned Contingent Staff, and invoices. Customers shall have access to all information pertaining to the Customer's orders and contracts, including but not limited to, staffing requests, assigned Contingent Staff, and invoices. Invoice information accessible by the Department and Customers must include Pay Rate, Mark-Up Rate, and Bill Rate amounts; Mark-Up Rate amounts must include the Statutory Rate expressed as a percentage of the Mark-up Rate.
- 4.7 The MS shall keep the Customers updated on the status of the order and facilitate communication between all parties involved in the process. The MS shall utilize standard email applications to notify Customers when a task is required or has been completed. For example, a requesting manager must be notified when their requisition has been issued and when the Subcontractors have submitted resumes through the MS. The internal clock in the MS shall timestamp all activities and provide reports accordingly. The MS shall be a "collaborative ecommerce" platform that allows Customers to communication and collaboration through one central platform.
- 4.8 The MS shall be a workflow-based application delivered in a Software as a Service (SaaS) model and accessed via the internet utilizing a standard browser. The MS shall be configured specifically for each state agency customer utilizing business rules, user roles, and internal routing. The MS shall be an extensive application configuration tool that allows new users, vendors, and job information to be added or updated easily.

The Contractor agrees to cooperate with the Department and Customers and perform all actions necessary to assist with all tasks in furtherance of the Department's and Customers' efforts to comply with the obligations under section 282.318, F.S., and Chapter 60GG-2, F.A.C., Information Technology Security (also known as the Florida Cybersecurity Standards (FCS)), as applicable. The Contractor shall abide by all applicable federal and state law pertaining to cybersecurity requirements, and other prescribed security guidance, to include (but not limited to) those requirements outlined for such sensitive data types as Personally Identifiable Information (PHI) and Criminal Justice Information (CJI).

- 4.9 In addition to the above requirements, the MS shall:
- 4.9.1 Reduce costs and improve efficiency for Customers by automating the Contingent Staffing process through:
- a. Providing a single point of contact;
  - b. Consolidating and standardizing the Contingent Staff procurement processes;
  - c. Providing automated order entry and distribution, candidate submittal, response, and order fulfillment;

- d. Replacing paper-intensive, manually-managed processes;
- e. Replacing fax, email, and telephone order distribution;
- f. Addressing the unique requirements for industrial Customers;
- g. Providing a process to quickly fill positions;
- h. Providing visibility into weekly and daily resource loading schedules and the ability to adjust the schedules;
- i. Accommodating multiple and varying work schedules;
- j. Flagging Contingent Staff that require special review;
- k. Providing additional information on applicants to assist hiring managers with evaluations;
- l. Tracking the history of all Contingent Staff assignments at Customer locations; and
- m. Providing collaborative features that reduce "telephone tag."

**4.9.2 Streamline the approval and billing process using:**

- a. Pre-established routing for approvals;
- b. Desktop action list, email notification;
- c. Automatic approval back-ups for manager absences; and
- d. Tracking of Customer expenditures.

**4.9.3 Automate time and expense capture and approval by:**

- a. Eliminating paper-intensive time capture;
- b. Reducing audit requirements of the time capture and invoice process;
- c. Providing statewide reporting, including transactional, financial, and performance metrics; and
- d. Providing usage data immediately after payroll.

**5 Interview of Prospective Contingent Staff**

The Customer shall have the right to interview all prospective Contingent Staff and to accept or reject any or all based upon the required skills and the background and experience of each individual.

**6 Training**

Referred personnel shall be immediately productive, requiring minimal training and orientation. If, in the sole discretion of the Customer, extended training (over four (4) hours) is required, such as for an extended project or for any particular skill set, the Customer must include the extended training requirements in the original order issued to the Contractor for contingent staff. The Contractor may be required to pay the Contingent Staff for up to sixteen (16) hours (two (2) Business Days) of training, as determined by the Customer.

**7 Hours of Work**

- 7.1 Contractor shall verify work hours at the time the Customer order is placed. Work hours and holidays will vary dependent upon the Customer and Job Title. In addition to the holidays specified in section 110.117, F.S., Customers may have holiday(s) observed specifically by the Customer, which will be detailed in the Customer's contract or purchase order.
- 7.2 Customers' contracts and purchase orders may include requirements for weekend and overtime work.

- 7.2.1 Weekend work shall be defined as 12:00 a.m. on Saturday through 11:59 p.m. on Sunday during the same week. Weekend work shall not be considered overtime, unless the Contingent Staff exceeds forty (40) hours within the week during which the weekend work was performed.
- 7.2.2 Overtime shall be defined as hours worked in excess of forty (40) per week. Should Contingent Staff work on a holiday (as specified in section 110.117, F.S., or on an individual Customer's contract or purchase order), regular pay shall apply to all hours under forty (40), and time and a half shall apply for hours over forty (40). Overtime must be approved in writing, in advance, by the Customer in order to be reimbursable.
- 7.3 Lunch periods will range from thirty (30) to sixty (60) minutes and will be determined by the Customer. No payments shall be made for lunch periods.
- 7.4 Contingent Staff will receive one (1) 15-minute break in the morning and one (1) 15-minute break in the afternoon; the exact times of the breaks will be agreed to by the Contingent Staff and the Customer.

## **8      Transportation and Parking**

It will be the Contractor or the Contingent Staff's responsibility to provide transportation to and from the required work location(s). Parking may or may not be provided and, if not, will be the responsibility of the Contractor or the Contingent Staff.

## **9      Contingent Staff Expenses**

Contractor shall be responsible for Contingent Staff expenses. Customers are not responsible for separately reimbursing the Contractor, Subcontractor(s), or Contingent Staff for travel expenses, unless authorized in writing at the time the Customer order is placed. If authorized by the Customer, bills for travel expenses shall be submitted in accordance with section 112.061, F.S., and may be submitted through the MS.

## **10      Contractor Single Point of Contact**

The Contractor shall designate a coordinator as a single point of contact (SPOC), as well as a backup, that will be accessible during Business Days, to receive employment requests and handle and assist with any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, reports, and problem solving. Contractor's SPOC shall be available via a toll-free telephone number or email. The SPOC may have support staff that will serve as account managers for different Customers or designated multiple points of contact in order to best provide service.

## **11      Contingent Staff Requirements**

- 11.1 **Background Screening** – The Contractor shall require that background checks, including criminal history checks, are conducted on Contingent Staff. Contingent Staff may be persons of special trust and may be required to undergo a Level II Background Check, as described in section 435.04, F.S. The cost of the background checks will be borne by the Contractor or its Subcontractors, not the Department or Customer. The Contractor may not allow any Contingent Staff to provide services to Customers if such Contingent Staff does not meet the qualification standards established by the Customer.

- 11.2 **Reporting of Criminal Matters** – The Contractor shall require Subcontractors to report to Contractor any criminal matter in which the Contingent Staff assigned to a Customer 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 Subcontractors to report criminal matters, of which it has knowledge, no later than one (1) Business Day after the occurrence of the event and shall provide Subcontractors with contact information for reporting criminal matters. The Contractor shall notify the Customer no later than one (1) Business Day after the reporting by Subcontractor of any criminal matter.
- 11.3 **Drug Testing** – Drug testing requirements will vary for individual Customers throughout the State. The Customer will identify if there is a drug test requirement at the time the order is placed. These tests are normally conducted randomly, on a random number of Contingent Staff, in safety-sensitive positions, and consist of a urine sample. If a Contingent Staff fails a drug test, the Contingent Staff will no longer be eligible to provide services to the Customer under this Contract. The cost of the drug test shall be incurred by the Contractor.
- 11.4 **Driving Qualification** – If driving is required for a specific Job Title, the Contingent Staff must have a valid driver's license reflective of the class required to render the services. Any cost associated with confirming this qualification shall be borne by the Contractor.
- 11.5 **Additional Certification(s)** – Certain positions may require additional types of certifications, such as First Aid and CPR certification. Contingent Staff shall have these certifications prior to applying for such positions. Contingent Staff shall maintain and recertify these certifications at the Contractor's or their own expense.
- 11.6 **Dress and Equipment** – Contingent Staff shall report to job assignments dressed appropriately and with the equipment specified by the Customer as being required to perform work in the Job Categories covered under this Contract. Field personnel are required to have safety shoes, at the expense of the Contractor, Subcontractor, or Contingent Staff. The safety shoes must meet American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA) standards.
- 11.7 **Communication Skills** – Unless otherwise requested, all Contingent Staff must be able to read, write, speak, and comprehend the English language in accordance with the minimum requirements of the position description. If the Contractor provides Contingent Staff that are unable to read, write, speak, and comprehend the English language, in the Customer's sole discretion, the Contractor will refund any fees and wages incurred.
- 11.8 **Courtesy and Cordiality Towards All Others** – Contingent Staff shall be respectful of all people with whom they interact, including Customer employees.
- 11.9 **Customer's Right of Refusal** – The Contractor will be given between four (4) business hours and one (1) Business Day to confirm availability of a Contingent Staff to fill a request. However, if the Customer and Contractor agree that a position

is “hard-to-fill,” the Customer may allow up to five (5) Business Days for the Contractor to confirm availability of a Contingent Staff. In the event that the Subcontractor is unable to fill the job request, the Customer may cancel the request.

**12 Subcontractor Management**

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 Customers. Contractor acknowledges that it is responsible for compliance with the requirements of Section 3 above, whether the work is performed by it, its affiliate, or its Subcontractor(s).

- 12.1 In managing Subcontractors and performing its administrative responsibilities, the Contractor shall adhere to ethical standards contained in sections 112.313 and 112.3135, F.S., the Florida Code of Ethics for Public Officers and Employees.
- 12.2 The Contractor shall ensure that Contingent Staff are drawn from staff within the Subcontractor network. Throughout the term of this Contract, the Contractor shall perform its responsibilities in a vendor-neutral manner.
- 12.3 The Contractor shall issue payments to Subcontractors in accordance with section 287.0585, F.S.
- 12.4 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 Contract.
- 12.5 The Contractor shall develop a transparent and efficient method to add and terminate new and existing Subcontractors. Prior to delivery of Temporary 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. The Department reserves the right to disallow the addition of a proposed new Subcontractor and to require removal of a Subcontractor at any time.
- 12.6 The Contractor may not subcontract or assign its administrative, management, or oversight responsibilities under this Contract without prior written approval of the Department. The Contractor may not provide its own Contingent Staff without prior written approval of the Department.

**13 Contingent Staff Compliance**

Work policies, procedures, and standards established by the Customer shall be followed at all times. The Contingent Staff shall conform in all respects with regard to physical safety, security, and fire regulations while on the Customer's premises. Contractor shall be responsible for obtaining all rules, regulations, policies, etc. from the Customer.

**14 Confidentiality of Customer Information**

The Contractor shall ensure Contingent Staff's compliance with all State and federal confidentiality requirements of the Department and Customer, including any requirements pertaining to protected health information (PHI), as defined in the Health Insurance Portability and

Accountability Act of 1996 (HIPAA), if applicable. The Contractor shall comply with any additional confidentiality requirements set forth in the Customer's contract or purchase order.

**15 Replacement of Contingent Staff**

In the event any Contingent Staff fails to adhere to the Customer's directions or safety, security, or fire regulations, or demonstrates that they are not qualified to perform the required duties, the Customer will notify the Contractor, who shall replace the Contingent Staff immediately or as directed by the Customer at no cost to the Customer, including, but not limited to, training time, background checks, ID badges, drug testing, etc.

- 15.1 Such notice and replacement requirements also apply to any Contingent Staff that leaves, for any reason, before the assignment is completed. When a Contingent Staff leaves, at any time, the Contractor shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the Customer within five (5) working days, the Customer shall send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within fourteen (14) calendar days. If the Contractor has not paid the invoice within fourteen (14) calendar days, the Customer will have the option to deduct the exact replacement costs from the final invoice.

**16 Mark-Up Rate**

The Contractor shall not exceed the Mark-Up Rates provided in its submitted Cost Proposal for both the initial and renewal terms for each Job Category unless the Mark-Up Rates are increased by a formal amendment to the Contract.

**17 Mark-up Rate Adjustments**

Mark-Up Rates may be adjusted no earlier than twelve (12) months after the start date of the Contract, and annually thereafter, but no earlier than twelve (12) months after the effective date of the previous Mark-Up Rate adjustment. Mark-Up Rate increases must be supported by a change in Statutory Rate. When requesting a Mark-Up Rate increase, the Contractor shall submit a written justification to the Department's Contract Manager detailing the increase in Statutory Rate, along with documentation of changes in taxes and fees required by federal and state employment laws.

The Department reserves the exclusive right to approve or deny any Mark-Up Rate adjustment request. Mark-Up Rate adjustments will not be considered if the Contractor has any contractual non-performance issues including, but not limited to, outstanding fees or monies due under this Contract or overdue reports or documentation, including, but not limited to, a Quarterly Sales Report or an MFMP Transaction Fee Report. Mark-Up Rate adjustments are effective only upon written approval by the Department and may not be applied retroactively. The Department reserves the right to request Mark-Up Rate decreases at any time during the term of the Contract if it is found to be in the best interest of the State. Mark-Up Rate decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

**18 Pricing Adjustments**

Pay Rates and Bill Rates (i.e., prices) may not be adjusted during the initial term of the Contract. For the renewal term of the Contract, the prices will be the renewal term prices specified in the Cost Proposal; however, the renewal term prices may be adjusted no earlier than twelve (12) months after the start date of the first renewal term, if any, and annually thereafter, but no earlier than twelve (12) months after the effective date of the previous price adjustment. Price increases must be supported by a change in the Wage Estimates for each Occupational Code and Job Title



shown in the Cost Proposal. This information is published by the Florida Department of Economic Opportunity (DEO) and is available at <https://floridajobs.org/workforce-statistics/data-center/statistical-programs/occupational-employment-statistics-and-wages>.

The change in Wage Estimates for the first price adjustment after the start date of the renewal term shall be determined using the Wage Estimates for the year in which the renewal term began and the Wage Estimates at the time of the price adjustment request. The change in Wage Estimates for second and subsequent price adjustments shall be determined using the latest Wage Estimates that were used to support the previous price adjustment and the latest available Wage Estimates at the time of the request.

When requesting a price increase, the Contractor shall submit a written justification to the Department's Contract Manager detailing the reason(s) for the request; an increase in the Wage Estimates is not sufficient justification for a price increase by itself. Price increases shall not exceed the percent change in Wage Estimates or three percent (3%), whichever is less. The percent change in Wage Estimates shall be calculated using the following formula:

$$\frac{(B - A)}{A} = Z$$

Where:

A = Wage Estimate at the time the renewal term began or previous price adjustment

B = Wage Estimate at the time of price adjustment request

Z = percent change in Wage Estimate

The percent change in Wage Estimate shall be individually calculated and applied to "Pay Rate, Entry" and "Pay Rate - Experience" for each Job Title. "Bill Rate, Entry" and "Bill Rate, Experienced" for each Job Title will be adjusted by applying the Mark-Up Rate to the adjusted "Pay Rate, Entry" and "Pay Rate - Experience," respectively.

The Department reserves the exclusive right to approve or deny any price adjustment request. Price adjustments will not be considered if the Contractor has any contractual non-performance issues including, but not limited to, outstanding fees or monies due under this Contract or overdue reports or documentation, including, but not limited to, a Quarterly Sales Report or an MFMP Transaction Fee Report. Price adjustments are effective only upon written approval by the Department and may not be applied retroactively. The Department reserves the right to request price decreases at any time during the term of the Contract if it is found to be in the best interest of the State. Price decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

## **19      Job Title Adjustments**

The Contractor may add or remove Job Titles, subject to the approval of the Department. Requests to add Job Titles must be supported by Customer needs, as demonstrated to and verified by the Department. Added Job Titles must appear on the most recent Wage Estimates published by DEO, which is available at <https://floridajobs.org/workforce-statistics/data-center/statistical-programs/occupational-employment-statistics-and-wages>.

## **20      Job Title Classification**

The Contractor will adhere to the description provided for each Job Title in Contract Exhibit C, Job Title Descriptions.

**21      Job Title Misclassification**

If the Contractor, Subcontractor, or Contingent Staff is requested to act in a manner that will result in a misclassification of a position or a misapplication of a Pay Rate or Bill Rate to a position other than that established on the submitted Cost Proposal, the Contractor will immediately (within one (1) Business Day) report the details of the event to the Department's Contract Manager in writing. The Contractor, Subcontractor, and Contingent Staff will take no further action on the request until they receive written instructions from the Department's Contract Manager.

**22      Minimum Wage, and Mandatory Health and Welfare Benefits**

The Contractor must meet all federal, State, and local requirements regarding minimum wage, and any mandatory health and welfare benefits. Pay Rates and Mark-up Rates will be adjusted in accordance with federal, state, and local requirements for minimum wage, living wage, and mandatory health and welfare benefit adjustments. The Contractor must submit to the Department's Contract Manager detailed and sufficient documentation, including proof of changes, in support of requests to adjust the Pay Rate or Mark-Up Rate, in accordance with these federal, state, and local requirements.

**23      Service Level Agreements and Financial Consequences**

The deliverables and associated performance standards for the Contract are outlined in the table below. Financial consequences will apply when the Contractor fails to meet the performance standards of the Contract deliverables, in accordance with section 287.058, F.S.

The State reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with these provisions of the Contract. The Contractor and the Department agree that these financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

- 23.1      Financial consequences will be assessed for each individual failure and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month or quarter thereafter.

	<b>Deliverable Name</b>	<b>Performance Metric</b>	<b>Performance Due Date</b>	<b>Financial Consequence for Non-Performance</b>
1	Quarterly Sales Report	Submitted timely with the required information, in accordance with Section 23.1	On or before the 30th calendar day after the close of the State's fiscal quarter	\$250 per calendar day late
2	Service Level Agreement Report	Submitted timely with the required information, in accordance with Section 23.2	On or before the 15th calendar day after the close of each month	\$250 per calendar day late

3	MFMP Transaction Fee Reports	Submitted timely, in accordance with Section 23.3, Rule 60A-1.031(2), F.A.C., and paragraph 3.7 of Contract Exhibit B, Special Contract Conditions	On or before the 15th calendar day after the close of each month	\$100 per calendar day late
4	Access to the Management System (MS)	98% uptime and network availability (number of hours MS was available ÷ number of hours expected availability, excluding scheduled downtimes), in accordance with Section 4.1	Calculated monthly	\$500 per percentage point rounded to the next whole percentage point (with fractions rounded down to the next whole point) per month the metric is not met
5	Staff Performance	Maximum turnover rate of 8% (number of position turnovers due to inadequate performance, as determined by the Customers ÷ total number of positions filled), in accordance with Section 3.1	Calculated monthly	\$500 per month the metric is not met

23.2 All financial consequences shall be paid via check or money order in U.S. Dollars, made out to the Department of Management Services, within thirty (30) calendar days after the required performance due date indicated in the table above.

Additional Customer-specific financial consequences may be set forth in the Customer's contract or purchase order. The Customer may collect financial consequences by reducing payments to the Contractor or by requiring payment via check or money order in U.S. Dollars, made out to the Customer, within thirty (30) calendar days after the Contractor's failure to perform or comply.

## **24 Reporting Requirements**

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports to the Department's Contract Manager:

24.1 **Quarterly Sales Report** – The Contractor shall submit a Quarterly Sales Report electronically, in the required format, to the Department's Contract Manager within thirty (30) calendar days after the close of each State Fiscal Quarter, as listed below. Initiation and submission of the Quarterly Sales Report is the responsibility of the Contractor, without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two (2) consecutive Contract quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 (July-Sept.) – due 30 calendar days after the close of the quarter  
Quarter 2 (Oct.-Dec.) – due 30 calendar days after the close of the quarter

Quarter 3 (Jan.-March) – due 30 calendar days after the close of the quarter  
Quarter 4 (April-June) – due 30 calendar days after the close of the quarter

- 24.2 **Service Level Agreement Report** – The performance metrics for deliverables set forth in Section 22, Service Level Agreements and Financial Consequences, above, shall constitute the Service Level Agreements for this Contract. The Contractor shall provide a report on Deliverable Nos. 4 and 5 to the Department no later than fifteen (15) calendar days following the close of each month.

Notwithstanding the information provided in the Contractor's Service Level Agreement Report, the Department reserves the right to assess the applicable financial consequence when, in the Department's sole discretion, the Contractor has failed to meet the performance metric for a deliverable.

- 24.3 **MFMP Transaction Fee Report** – The Contractor shall submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of each calendar month. For information on how to submit MFMP Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/transaction\\_fee\\_and\\_reporting](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting) and [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors). Assistance with MFMP Transaction Fee Reports is also available from the MFMP Customer Service Desk by email at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com) or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. ET.

- 24.4 **Diversity Report** – The Contractor shall report to each Customer, ten (10) Business Days after the end of the State's fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each Customer ordering under the terms of this Contract.

- 24.5 **Ad-Hoc Reports** – The Department and Customers reserve the right to require ad hoc reports or additional sales information pertaining to this Contract and any resulting purchase orders or contracts with Customers at no additional cost to the Department or Customers. The Contractor must submit a report or information within five (5) business days after receipt of a Department or Customer request, unless otherwise approved by the Department or Customer.

## **25 Contractor Warranty**

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected at no additional cost to the Customer.

## **26 Routine Communications**

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

**27      Business Review Meetings**

Each Contract quarter, the Department may request, and the Contractor shall provide, a business review meeting pertaining to the services provided under the Contract. The business review meeting may include, but is not limited to, the following:

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

**28      Contract Transition**

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor(s) as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequent vendor(s) to coordinate the transition, including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

**29      Request for Quote(s) (RFQ) Requirement**

- 29.1 Customers needing temporary staffing services will issue a detailed RFQ that includes a term, service levels, educational qualifications and experience needed, each time they desire to solicit temporary staffing services.
- 29.2 The Customer shall send the RFQ to both Vendors, as required by section 287.056(2), F.S.
- 29.3 The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of this Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

**Contract Exhibit B**

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

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

## **SECTION 1. DEFINITION.**

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

### **1.1 Customer.**

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

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

### **2.1 Initial Term.**

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

### **2.2 Renewal.**

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

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

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

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

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

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

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

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

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



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

#### **3.1 Pricing.**

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

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

The following price decrease terms will apply to the Contract:

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

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

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

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

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

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

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

#### **3.5 Travel.**

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

**3.6 Annual Appropriation.**

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

**3.7 Transaction Fees.**

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

**3.8 Taxes.**

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

**3.9 Return of Funds.**

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

**SECTION 4. CONTRACT MANAGEMENT.**

**4.1 Composition and Priority.**

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

**4.2 Notices.**

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

**4.3 Department's Contract Manager.**

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

Department's Contract Manager Name

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

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

#### 4.4 Contractor's Contract Manager.

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

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

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

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

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

##### 4.5.2 Diversity Reporting.

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

#### 4.6 RESPECT.

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

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

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

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

#### **4.7 PRIDE.**

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

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

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

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

#### **5.1 Conduct of Business.**

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

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

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

#### **5.3 Department of State Registration.**

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

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

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

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

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

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

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

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

#### **6.1 Subcontractors.**

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

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

#### 6.2 Assignment.

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

#### 6.3 Independent Contractor.

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

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

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

##### 6.4.2 Rejected Commodities.

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

#### 6.5 Safety Standards.

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

#### 6.6 Ombudsman.

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

**6.7 Time is of the Essence.**

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

**6.8 Waiver.**

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

**6.9 Modification and Severability.**

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

**6.10 Cooperative Purchasing.**

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

**SECTION 7. LIABILITY AND INSURANCE.**

**7.1 Workers' Compensation Insurance.**

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

**7.2 General Liability Insurance.**

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

**7.3 Florida Authorized Insurers.**

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

#### **7.4 Performance Bond.**

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

#### **7.5 Indemnification.**

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### **7.6 Limitation of Liability.**

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

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

#### **8.1 Public Records.**

##### **8.1.1 Termination of Contract.**



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

**8.1.2 Statutory Notice.**

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

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

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

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

**8.2 Protection of Trade Secrets or Otherwise Confidential Information.**

**8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.**

If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### **8.2.2 Public Records Requests.**

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

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

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

#### **8.3 Document Management.**

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

#### **8.4 Intellectual Property.**

##### **8.4.1 Ownership.**

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

##### **8.4.2 Patentable Inventions or Discoveries.**

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

##### **8.4.3 Copyrightable Works.**

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

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

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

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### **10.1 Gratuities.**

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

### **10.2 Lobbying.**

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

### **10.3 Communications.**

#### **10.3.1 Contractor Communication or Disclosure.**

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

#### **10.3.2 Use of Customer Statements.**

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

## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

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

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

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

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

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

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

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

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

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

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

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

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

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

**12.2 Payment Audit.**

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

**SECTION 13. BACKGROUND SCREENING AND SECURITY.****13.1 Background Check.**

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

**13.2 E-Verify.**

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

**13.3 Disqualifying Offenses.**

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

- (a) Computer related crimes;
- (b) Information technology crimes;

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

#### 13.4 Confidentiality.

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

### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

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

**CONTRACT EXHIBIT F**

**ADDITIONAL SPECIAL CONTRACT CONDITIONS**

**The sections of the Special Contract Conditions referenced below are replaced in their entirety as follows:**

**5.1 Conduct of Business.**

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

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

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

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

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

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

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



**5.7 Cooperation with Inspector General and Records Retention.**

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

**8.1.1 Termination of Contract.**

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

**8.1.2 Statutory Notice.**

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CONTRACT MANAGER LISTED IN SECTION 4.3 OF THE SPECIAL CONTRACT CONDITIONS.**

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

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and

following the completion of the Contract if the Contractor does not transfer the records to the public agency.

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

#### 12.1 Performance or Compliance Audits.

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

#### 12.3 Document Inspection.

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

#### 13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the

Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

**Temporary Staffing Services  
8011600-21-STC  
Price Sheet**

Occupational Code	Job Category	Job Title	22nd Century Technologies, Inc.						Computer Aids, Inc.					
			Pay Rate, Entry	Pay Rate, Experienced	Mark-Up Rate	Bill Rate, Entry	Bill Rate, Experienced	Pay Rate, Entry	Pay Rate, Experienced	Mark-Up Rate	Bill Rate, Entry	Bill Rate, Experienced	Pay Rate, Entry	Pay Rate, Experienced
11-2032	Administrative	Public Relations managers	\$ 32.00	\$ 66.29	26%	\$ 40.32	\$ 83.63	\$ 32.00	\$ 66.29	35%	\$ 43.20	\$ 89.49	\$ 32.00	\$ 66.29
11-3010	Administrative	Administrative Services and Facilities Managers	\$ 25.23	\$ 54.26	26%	\$ 31.79	\$ 68.37	\$ 25.23	\$ 54.26	35%	\$ 34.06	\$ 73.25	\$ 25.23	\$ 54.26
11-3121	Administrative	Human Resources Managers	\$ 29.41	\$ 62.84	26%	\$ 37.06	\$ 79.18	\$ 29.41	\$ 62.84	35%	\$ 39.70	\$ 84.83	\$ 29.41	\$ 62.84
11-3131	Administrative	Training and Development Managers	\$ 28.52	\$ 57.18	26%	\$ 35.94	\$ 72.05	\$ 28.52	\$ 57.18	35%	\$ 38.50	\$ 77.19	\$ 28.52	\$ 57.18
13-1020	Administrative	Buyers and Purchasing Agents	\$ 19.73	\$ 39.74	26%	\$ 24.86	\$ 50.07	\$ 19.73	\$ 39.74	35%	\$ 26.64	\$ 53.65	\$ 19.73	\$ 39.74
13-1031	Administrative	Claims Adjusters, Examiners, and Investigators	\$ 19.22	\$ 35.92	26%	\$ 24.22	\$ 45.26	\$ 19.22	\$ 35.92	35%	\$ 25.95	\$ 48.49	\$ 19.22	\$ 35.92
13-1041	Administrative	Compliance Officers	\$ 17.34	\$ 38.14	26%	\$ 21.85	\$ 48.06	\$ 17.34	\$ 38.14	35%	\$ 23.41	\$ 51.49	\$ 17.34	\$ 38.14
13-1071	Administrative	Human Resources Specialists	\$ 17.86	\$ 33.53	26%	\$ 22.50	\$ 42.25	\$ 17.86	\$ 33.53	35%	\$ 24.11	\$ 45.27	\$ 17.86	\$ 33.53
13-1075	Administrative	Labor Relations Specialists	\$ 11.81	\$ 39.27	26%	\$ 14.88	\$ 49.48	\$ 11.00	\$ 39.27	35%	\$ 14.85	\$ 53.01	\$ 11.00	\$ 39.27
13-1111	Administrative	Management Analysts	\$ 23.41	\$ 57.46	26%	\$ 29.50	\$ 72.40	\$ 23.41	\$ 57.46	35%	\$ 31.60	\$ 77.57	\$ 23.41	\$ 57.46
13-1141	Administrative	Compensation, Benefits, and Job Analysis Specialists	\$ 17.35	\$ 30.56	26%	\$ 21.86	\$ 38.51	\$ 17.35	\$ 30.56	35%	\$ 23.42	\$ 41.26	\$ 17.35	\$ 30.56
13-1151	Administrative	Training and Development Specialists	\$ 14.76	\$ 34.18	26%	\$ 18.60	\$ 43.07	\$ 14.76	\$ 34.18	35%	\$ 19.93	\$ 46.14	\$ 14.76	\$ 34.18
13-1161	Administrative	Market Research Analysts and Marketing Specialists	\$ 15.96	\$ 36.52	26%	\$ 20.11	\$ 46.02	\$ 15.96	\$ 36.52	35%	\$ 21.55	\$ 49.30	\$ 15.96	\$ 36.52
13-1198	Administrative	Project Management Specialists and Business Operations Specialists, All Other	\$ 16.96	\$ 41.25	26%	\$ 21.37	\$ 51.98	\$ 16.96	\$ 41.25	35%	\$ 22.90	\$ 55.69	\$ 16.96	\$ 41.25
13-2011	Administrative	Accountants and Auditors	\$ 20.97	\$ 41.89	26%	\$ 26.42	\$ 52.78	\$ 20.97	\$ 41.89	35%	\$ 28.31	\$ 56.55	\$ 20.97	\$ 41.89
13-2020	Administrative	Property Appraisers and Assessors	\$ 13.78	\$ 32.80	26%	\$ 17.36	\$ 41.33	\$ 13.78	\$ 32.80	35%	\$ 18.60	\$ 44.28	\$ 13.78	\$ 32.80
13-2031	Administrative	Budget Analysts	\$ 23.60	\$ 41.04	26%	\$ 29.74	\$ 51.71	\$ 23.60	\$ 41.04	35%	\$ 31.86	\$ 55.40	\$ 23.60	\$ 41.04
13-2098	Administrative	Financial and Investment Analysts, Financial Risk Specialists, and Financial Specialists, All Other	\$ 19.77	\$ 43.12	26%	\$ 24.91	\$ 54.33	\$ 19.77	\$ 43.12	35%	\$ 26.69	\$ 58.21	\$ 19.77	\$ 43.12
15-1245	Administrative	Database Administrators and Architects	\$ 25.68	\$ 52.31	26%	\$ 32.36	\$ 65.91	\$ 25.68	\$ 52.31	35%	\$ 34.67	\$ 70.62	\$ 25.68	\$ 52.31
15-1299	Administrative	Computer Occupations, All Other	\$ 17.86	\$ 45.33	26%	\$ 22.50	\$ 57.12	\$ 17.86	\$ 45.33	35%	\$ 24.11	\$ 61.20	\$ 17.86	\$ 45.33
19-1013	Administrative	Soil and Plant Scientists	\$ 16.08	\$ 41.40	26%	\$ 20.26	\$ 52.16	\$ 16.08	\$ 41.40	35%	\$ 21.71	\$ 55.89	\$ 16.08	\$ 41.40
19-1023	Administrative	Zoologists and Wildlife Biologists	\$ 14.15	\$ 26.46	26%	\$ 17.83	\$ 33.34	\$ 14.15	\$ 26.46	35%	\$ 19.10	\$ 35.72	\$ 14.15	\$ 26.46

Occupational Code	Job Category	Job Title	22nd Century Technologies, Inc.						Computer Aid, Inc.					
			Pay Rate, Entry	Pay Rate, Experienced	Mark-Up Rate	Bill Rate, Entry	Bill Rate, Experienced	Pay Rate, Entry	Pay Rate, Experienced	Mark-Up Rate	Bill Rate, Entry	Bill Rate, Experienced		
19-1099	Administrative	Life Scientists, All Other	\$ 24.80	\$ 50.77	26%	\$ 31.25	\$ 63.97	\$ 24.80	\$ 50.77	35%	\$ 33.48	\$ 68.54		
19-2021	Administrative	Atmospheric and Space Scientists	\$ 35.93	\$ 52.12	26%	\$ 45.27	\$ 65.67	\$ 35.93	\$ 52.12	35%	\$ 48.51	\$ 70.36		
19-2031	Administrative	Chemists	\$ 18.56	\$ 37.53	26%	\$ 23.39	\$ 47.29	\$ 18.56	\$ 37.53	35%	\$ 25.06	\$ 50.67		
19-2099	Administrative	Physical Scientists, All Other	\$ 20.98	\$ 61.58	26%	\$ 26.43	\$ 77.59	\$ 20.98	\$ 61.58	35%	\$ 28.32	\$ 83.13		
19-3041	Administrative	Sociologists	\$ 19.01	\$ 37.79	26%	\$ 23.95	\$ 47.62	\$ 19.01	\$ 37.79	35%	\$ 25.66	\$ 51.02		
19-4099	Administrative	Life, Physical, and Social Science Technicians, All Other	\$ 14.09	\$ 28.41	26%	\$ 17.75	\$ 35.80	\$ 14.09	\$ 28.41	35%	\$ 19.02	\$ 38.35		
21-1015	Administrative	Rehabilitation Counselors	\$ 12.02	\$ 20.41	26%	\$ 15.15	\$ 25.72	\$ 12.02	\$ 20.41	35%	\$ 16.23	\$ 27.55		
21-1019	Administrative	Counselors, All Other	\$ 12.20	\$ 20.14	26%	\$ 15.37	\$ 25.38	\$ 12.20	\$ 20.14	35%	\$ 16.47	\$ 27.19		
21-1029	Administrative	Social Workers, All Other	\$ 16.26	\$ 29.35	26%	\$ 20.49	\$ 36.98	\$ 16.26	\$ 29.35	35%	\$ 21.95	\$ 39.62		
21-1092	Administrative	Probation Officers and Correctional Treatment Specialists	\$ 15.20	\$ 20.32	26%	\$ 19.15	\$ 25.60	\$ 15.20	\$ 20.32	35%	\$ 20.52	\$ 27.43		
21-1099	Administrative	Community and Social Service Specialists, All Other	\$ 13.15	\$ 20.97	26%	\$ 16.57	\$ 26.42	\$ 13.15	\$ 20.97	35%	\$ 17.75	\$ 28.31		
23-1022	Administrative	Arbitrators, Mediators, and Conciliators	\$ 15.96	\$ 35.66	26%	\$ 20.11	\$ 44.93	\$ 15.96	\$ 35.66	35%	\$ 21.55	\$ 48.14		
23-2011	Administrative	Paralegals and Legal Assistants	\$ 16.32	\$ 28.71	26%	\$ 20.56	\$ 36.17	\$ 16.32	\$ 28.71	35%	\$ 22.03	\$ 38.76		
23-2099	Administrative	Legal Support Workers, All Other	\$ 15.98	\$ 36.29	26%	\$ 20.13	\$ 45.73	\$ 15.98	\$ 36.29	35%	\$ 21.57	\$ 48.99		
25-1194	Administrative	Career/Technical Education Teachers, Postsecondary	\$ 16.93	\$ 32.95	26%	\$ 21.33	\$ 41.52	\$ 16.93	\$ 32.95	35%	\$ 22.86	\$ 44.48		
25-3011	Administrative	Adult Basic Education, Adult Secondary Education, and English as a Second Language Instructors	\$ 18.37	\$ 27.49	26%	\$ 23.15	\$ 34.64	\$ 18.37	\$ 27.49	35%	\$ 24.80	\$ 37.11		
25-4011	Administrative	Archivists	\$ 12.84	\$ 21.76	26%	\$ 16.18	\$ 27.42	\$ 12.84	\$ 21.76	35%	\$ 17.33	\$ 29.38		
25-4012	Administrative	Curators	\$ 12.56	\$ 28.74	26%	\$ 15.83	\$ 36.21	\$ 12.56	\$ 28.74	35%	\$ 16.96	\$ 38.80		
25-4013	Administrative	Museum Technicians and Conservators	\$ 13.07	\$ 22.53	26%	\$ 16.47	\$ 28.39	\$ 13.07	\$ 22.53	35%	\$ 17.64	\$ 30.42		
25-4022	Administrative	Librarians and Media Collections Specialists	\$ 18.00	\$ 31.49	26%	\$ 22.68	\$ 39.68	\$ 18.00	\$ 31.49	35%	\$ 24.30	\$ 42.51		
25-4031	Administrative	Library Technicians	\$ 12.50	\$ 19.85	26%	\$ 15.75	\$ 25.01	\$ 12.50	\$ 19.85	35%	\$ 16.88	\$ 26.80		
25-9099	Administrative	Educational Instruction and Library Workers, All Other	\$ 14.03	\$ 27.03	26%	\$ 17.68	\$ 34.06	\$ 14.03	\$ 27.03	35%	\$ 18.94	\$ 36.49		
27-1024	Administrative	Graphic Designers	\$ 14.76	\$ 28.57	26%	\$ 18.60	\$ 36.00	\$ 14.76	\$ 28.57	35%	\$ 19.93	\$ 38.57		
27-3031	Administrative	Public Relations Specialists	\$ 16.81	\$ 35.39	26%	\$ 21.18	\$ 44.59	\$ 16.81	\$ 35.39	35%	\$ 22.69	\$ 47.78		

Occupational Code	Job Category	Job Title	22nd Century Technologies, Inc.						Computer Aid, Inc.					
			Pay Rate, Entry	Pay Rate, Experienced	Mark-Up Rate	Bill Rate, Entry	Bill Rate, Experienced	Pay Rate, Entry	Pay Rate, Experienced	Mark-Up Rate	Bill Rate, Entry	Bill Rate, Experienced		
27-3091	Administrative	Interpreters and Translators	\$ 12.98	\$ 33.30	26%	\$ 16.35	\$ 41.96	\$ 12.98	\$ 33.30	35%	\$ 17.52	\$ 44.96		
27-3099	Administrative	Media and Communication Workers, All Other	\$ 11.11	\$ 26.78	26%	\$ 14.00	\$ 33.74	\$ 11.00	\$ 26.78	35%	\$ 14.85	\$ 36.15		
27-4014	Administrative	Sound Engineering Technicians	\$ 15.05	\$ 32.42	26%	\$ 18.96	\$ 40.85	\$ 15.05	\$ 32.42	35%	\$ 20.32	\$ 43.77		
33-1090	Administrative	Miscellaneous First-Line Supervisors, Protective Service Workers	\$ 13.87	\$ 26.83	26%	\$ 17.48	\$ 33.81	\$ 13.87	\$ 26.83	35%	\$ 18.72	\$ 36.22		
41-2011	Administrative	Cashiers	\$ 9.24	\$ 12.00	26%	\$ 11.64	\$ 15.12	\$ 8.65	\$ 12.00	35%	\$ 11.68	\$ 16.20		
43-2011	Administrative	Switchboard Operators, Including Answering Service	\$ 10.52	\$ 15.63	26%	\$ 13.26	\$ 19.69	\$ 8.65	\$ 15.63	35%	\$ 11.68	\$ 21.10		
43-3031	Administrative	Bookkeeping, Accounting, and Auditing Clerks	\$ 13.26	\$ 23.10	26%	\$ 16.71	\$ 29.11	\$ 13.26	\$ 23.10	35%	\$ 17.90	\$ 31.19		
43-3051	Administrative	Payroll and Timekeeping Clerks	\$ 14.91	\$ 24.13	26%	\$ 18.79	\$ 30.40	\$ 14.91	\$ 24.13	35%	\$ 20.13	\$ 32.58		
43-4051	Administrative	Customer Service Representatives	\$ 11.62	\$ 19.15	26%	\$ 14.64	\$ 24.13	\$ 11.00	\$ 19.15	35%	\$ 14.85	\$ 25.85		
43-4071	Administrative	File Clerks	\$ 11.33	\$ 18.43	26%	\$ 14.28	\$ 23.22	\$ 11.00	\$ 18.43	35%	\$ 14.85	\$ 24.88		
43-4121	Administrative	Library Assistants, Clerical	\$ 10.53	\$ 15.83	26%	\$ 13.27	\$ 19.95	\$ 8.65	\$ 15.83	35%	\$ 11.68	\$ 21.37		
43-4161	Administrative	Human Resources Assistants, Except Payroll and Timekeeping	\$ 14.05	\$ 21.46	26%	\$ 17.70	\$ 27.04	\$ 14.05	\$ 21.46	35%	\$ 18.97	\$ 28.97		
43-4171	Administrative	Receptionists and Information Clerks	\$ 10.66	\$ 15.87	26%	\$ 13.43	\$ 20.00	\$ 8.65	\$ 15.87	35%	\$ 11.68	\$ 21.42		
43-4199	Administrative	Information and Record Clerks, All Other	\$ 14.04	\$ 21.76	26%	\$ 17.69	\$ 27.42	\$ 14.04	\$ 21.76	35%	\$ 18.95	\$ 29.38		
43-6011	Administrative	Executive Secretaries and Executive Administrative Assistants	\$ 16.59	\$ 30.17	26%	\$ 20.90	\$ 38.01	\$ 16.59	\$ 30.17	35%	\$ 22.40	\$ 40.73		
43-6012	Administrative	Legal Secretaries and Administrative Assistants	\$ 15.23	\$ 26.12	26%	\$ 19.19	\$ 32.91	\$ 15.23	\$ 26.12	35%	\$ 20.56	\$ 35.26		
43-6014	Administrative	Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	\$ 11.87	\$ 20.07	26%	\$ 14.96	\$ 25.29	\$ 11.00	\$ 20.07	35%	\$ 14.85	\$ 27.09		
43-9021	Administrative	Data Entry Keyers	\$ 11.61	\$ 17.42	26%	\$ 14.63	\$ 21.95	\$ 11.00	\$ 17.42	35%	\$ 14.85	\$ 23.52		
43-9022	Administrative	Word Processors and Typists	\$ 11.49	\$ 17.87	26%	\$ 14.48	\$ 22.52	\$ 11.00	\$ 17.87	35%	\$ 14.85	\$ 24.12		
43-9061	Administrative	Office Clerks, General	\$ 10.77	\$ 19.38	26%	\$ 13.57	\$ 24.42	\$ 8.65	\$ 19.38	35%	\$ 11.68	\$ 26.16		
43-9199	Administrative	Office and Administrative Support Workers, All Other	\$ 12.51	\$ 22.45	26%	\$ 15.76	\$ 28.29	\$ 12.51	\$ 22.45	35%	\$ 16.89	\$ 30.31		
53-7062	Administrative	Laborers and Freight, Stock, and Material Movers, Hand	\$ 10.35	\$ 16.72	26%	\$ 13.04	\$ 21.07	\$ 8.65	\$ 16.72	35%	\$ 11.68	\$ 22.57		
11-9021	Industrial	Construction Managers	\$ 27.62	\$ 57.47	27%	\$ 35.08	\$ 72.99	\$ 27.62	\$ 57.47	35%	\$ 37.29	\$ 77.58		
11-9041	Industrial	Architectural and Engineering Managers	\$ 42.59	\$ 76.78	28%	\$ 54.52	\$ 98.28	\$ 42.59	\$ 76.78	35%	\$ 57.50	\$ 103.65		

Occupational Code	Job Category	Job Title	22nd Century Technologies, Inc.						Computer Aid, Inc.					
			Pay Rate, Entry	Pay Rate, Experienced	Mark-Up Rate	Bill Rate, Entry	Bill Rate, Experienced	Pay Rate, Entry	Pay Rate, Experienced	Mark-Up Rate	Bill Rate, Entry	Bill Rate, Experienced		
17-1011	Industrial	Architects, Except Landscape and Naval	\$ 22.20	\$ 44.82	28%	\$ 28.42	\$ 57.37	\$ 22.20	\$ 44.82	35%	\$ 29.97	\$ 60.51		
17-1012	Industrial	Landscape Architects	\$ 20.68	\$ 39.28	28%	\$ 26.47	\$ 50.28	\$ 20.68	\$ 39.28	35%	\$ 27.92	\$ 53.03		
17-1022	Industrial	Surveyors	\$ 16.47	\$ 35.00	28%	\$ 21.08	\$ 44.80	\$ 16.47	\$ 35.00	35%	\$ 22.23	\$ 47.25		
17-2021	Industrial	Agricultural Engineers	\$ 24.34	\$ 41.64	28%	\$ 31.16	\$ 53.30	\$ 24.34	\$ 41.64	35%	\$ 32.86	\$ 56.21		
17-2041	Industrial	Chemical Engineers	\$ 28.26	\$ 56.49	28%	\$ 36.17	\$ 72.31	\$ 28.26	\$ 56.49	35%	\$ 38.15	\$ 76.26		
17-2051	Industrial	Civil Engineers	\$ 26.86	\$ 52.09	28%	\$ 34.38	\$ 66.68	\$ 26.86	\$ 52.09	35%	\$ 36.26	\$ 70.32		
17-2199	Industrial	Engineers, All Other	\$ 23.85	\$ 50.78	28%	\$ 30.53	\$ 65.00	\$ 23.85	\$ 50.78	35%	\$ 32.20	\$ 68.55		
17-3011	Industrial	Architectural and Civil Drafters	\$ 18.19	\$ 29.95	28%	\$ 23.28	\$ 38.34	\$ 18.19	\$ 29.95	35%	\$ 24.56	\$ 40.43		
17-3022	Industrial	Civil Engineering Technologists and Technicians	\$ 15.75	\$ 28.91	28%	\$ 20.16	\$ 37.00	\$ 15.75	\$ 28.91	35%	\$ 21.26	\$ 39.03		
19-1031	Industrial	Conservation Scientists	\$ 17.23	\$ 40.07	28%	\$ 22.05	\$ 51.29	\$ 17.23	\$ 40.07	35%	\$ 23.26	\$ 54.09		
19-2042	Industrial	Geoscientists, Except Hydrologists and Geographers	\$ 25.99	\$ 49.93	28%	\$ 33.27	\$ 63.91	\$ 25.99	\$ 49.93	35%	\$ 35.09	\$ 67.41		
19-2043	Industrial	Hydrologists	\$ 25.62	\$ 46.82	28%	\$ 32.79	\$ 59.93	\$ 25.62	\$ 46.82	35%	\$ 34.59	\$ 63.21		
19-3091	Industrial	Anthropologists and Archeologists	\$ 16.64	\$ 29.70	28%	\$ 21.30	\$ 38.02	\$ 16.64	\$ 29.70	35%	\$ 22.46	\$ 40.10		
19-4010	Industrial	Agricultural and Food Science Technicians	\$ 13.04	\$ 21.96	28%	\$ 16.69	\$ 28.11	\$ 13.04	\$ 21.96	35%	\$ 17.60	\$ 29.65		
19-4031	Industrial	Chemical Technicians	\$ 15.33	\$ 27.46	28%	\$ 19.62	\$ 35.15	\$ 15.33	\$ 27.46	35%	\$ 20.70	\$ 37.07		
19-4092	Industrial	Forensic Science Technicians	\$ 17.91	\$ 30.34	28%	\$ 22.92	\$ 38.84	\$ 17.91	\$ 30.34	35%	\$ 24.18	\$ 40.96		
33-1011	Industrial	First-Line Supervisors of Correctional Officers	\$ 20.64	\$ 34.68	27%	\$ 26.21	\$ 44.04	\$ 20.64	\$ 34.68	35%	\$ 27.86	\$ 46.82		
33-1021	Industrial	First-Line Supervisors of Firefighting and Prevention Workers	\$ 24.56	\$ 45.34	28%	\$ 31.44	\$ 58.04	\$ 24.56	\$ 45.34	35%	\$ 33.16	\$ 61.21		
33-2011	Industrial	Firefighters	\$ 15.45	\$ 29.27	28%	\$ 19.78	\$ 37.47	\$ 15.45	\$ 29.27	35%	\$ 20.86	\$ 39.51		
33-3012	Industrial	Correctional Officers and Jailers	\$ 15.66	\$ 23.18	28%	\$ 20.04	\$ 29.67	\$ 15.66	\$ 23.18	35%	\$ 21.14	\$ 31.29		
35-2014	Industrial	Cooks, Restaurant	\$ 10.70	\$ 15.36	28%	\$ 13.70	\$ 19.66	\$ 8.65	\$ 15.36	35%	\$ 11.68	\$ 20.74		
35-2021	Industrial	Food Preparation Workers	\$ 9.73	\$ 13.23	28%	\$ 12.45	\$ 16.93	\$ 8.65	\$ 13.23	35%	\$ 11.68	\$ 17.86		
37-1011	Industrial	First-Line Supervisors of Housekeeping and Janitorial Workers	\$ 12.58	\$ 22.36	28%	\$ 16.10	\$ 28.62	\$ 12.58	\$ 22.36	35%	\$ 16.98	\$ 30.19		
37-1012	Industrial	First-Line Supervisors of Landscaping, Lawn Service, and Groundskeeping Workers	\$ 14.83	\$ 27.00	27%	\$ 18.83	\$ 34.29	\$ 14.83	\$ 27.00	35%	\$ 20.02	\$ 36.45		

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37-2011	Industrial	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	\$ 9.68	\$ 14.32	28%	\$ 12.39	\$ 18.33	\$ 8.65	\$ 14.32	35%	\$ 11.68	\$ 19.33	\$ 8.65	\$ 14.32
37-2012	Industrial	Maids and Housekeeping Cleaners	\$ 9.64	\$ 12.58	28%	\$ 12.34	\$ 16.10	\$ 8.65	\$ 12.58	35%	\$ 11.68	\$ 16.98	\$ 8.65	\$ 12.58
37-3011	Industrial	Landscaping and Groundskeeping Workers	\$ 10.64	\$ 15.66	28%	\$ 13.62	\$ 20.04	\$ 8.65	\$ 15.66	35%	\$ 11.68	\$ 21.14	\$ 8.65	\$ 15.66
37-3013	Industrial	Tree Trimmers and Pruners	\$ 12.71	\$ 19.25	28%	\$ 16.27	\$ 24.64	\$ 12.71	\$ 19.25	35%	\$ 17.16	\$ 25.99	\$ 12.71	\$ 19.25
43-1011	Industrial	First-Line Supervisors of Office and Administrative Support Workers	\$ 16.60	\$ 32.04	27%	\$ 21.08	\$ 40.69	\$ 16.60	\$ 32.04	35%	\$ 22.41	\$ 43.25	\$ 16.60	\$ 32.04
43-2099	Industrial	Communications Equipment Operators, All Other	\$ 10.76	\$ 18.03	27%	\$ 13.67	\$ 22.90	\$ 8.65	\$ 18.03	35%	\$ 11.68	\$ 24.34	\$ 8.65	\$ 18.03
45-1011	Industrial	First-Line Supervisors of Farming, Fishing, and Forestry Workers	\$ 15.71	\$ 31.71	27%	\$ 19.95	\$ 40.27	\$ 15.71	\$ 31.71	35%	\$ 21.21	\$ 42.81	\$ 15.71	\$ 31.71
45-2011	Industrial	Agricultural Inspectors	\$ 10.85	\$ 19.23	28%	\$ 13.89	\$ 24.61	\$ 8.65	\$ 19.23	35%	\$ 11.68	\$ 25.96	\$ 8.65	\$ 19.23
45-2099	Industrial	Agricultural Workers, All Other	\$ 10.05	\$ 14.80	28%	\$ 12.86	\$ 18.94	\$ 8.65	\$ 14.80	35%	\$ 11.68	\$ 19.98	\$ 8.65	\$ 14.80
45-4011	Industrial	Forest and Conservation Workers	\$ 14.12	\$ 18.53	28%	\$ 18.07	\$ 23.72	\$ 14.12	\$ 18.53	35%	\$ 19.06	\$ 25.02	\$ 14.12	\$ 18.53
47-1011	Industrial	First-Line Supervisors of Construction Trades and Extraction Workers	\$ 19.81	\$ 35.23	28%	\$ 25.36	\$ 45.09	\$ 19.81	\$ 35.23	35%	\$ 26.74	\$ 47.56	\$ 19.81	\$ 35.23
47-2061	Industrial	Construction Laborers	\$ 11.66	\$ 17.90	28%	\$ 14.92	\$ 22.91	\$ 11.00	\$ 17.90	35%	\$ 14.85	\$ 24.17	\$ 11.00	\$ 17.90
47-2073	Industrial	Operating Engineers and Other Construction Equipment Operators	\$ 14.76	\$ 23.05	28%	\$ 18.89	\$ 29.50	\$ 14.76	\$ 23.05	35%	\$ 19.93	\$ 31.12	\$ 14.76	\$ 23.05
47-2081	Industrial	Drywall and Ceiling Tile Installers	\$ 12.19	\$ 20.09	28%	\$ 15.60	\$ 25.72	\$ 12.19	\$ 20.09	35%	\$ 16.46	\$ 27.12	\$ 12.19	\$ 20.09
47-2111	Industrial	Electricians	\$ 15.30	\$ 25.32	28%	\$ 19.58	\$ 32.41	\$ 15.30	\$ 25.32	35%	\$ 20.66	\$ 34.18	\$ 15.30	\$ 25.32
47-2141	Industrial	Painters, Construction and Maintenance	\$ 13.25	\$ 19.65	28%	\$ 16.96	\$ 25.15	\$ 13.25	\$ 19.65	35%	\$ 17.89	\$ 26.53	\$ 13.25	\$ 19.65
47-2151	Industrial	Pipelayers	\$ 14.54	\$ 20.22	28%	\$ 18.61	\$ 25.88	\$ 14.54	\$ 20.22	35%	\$ 19.63	\$ 27.30	\$ 14.54	\$ 20.22
47-2152	Industrial	Plumbers, Pipefitters, and Steamfitters	\$ 15.16	\$ 24.93	28%	\$ 19.40	\$ 31.91	\$ 15.16	\$ 24.93	35%	\$ 20.47	\$ 33.66	\$ 15.16	\$ 24.93
47-2181	Industrial	Roofers	\$ 12.16	\$ 20.70	28%	\$ 15.56	\$ 26.50	\$ 12.16	\$ 20.70	35%	\$ 16.42	\$ 27.95	\$ 12.16	\$ 20.70
47-3011	Industrial	Helpers-Brickmasons, Blockmasons, Stonemasons, and Tile and Marble Setters	\$ 11.12	\$ 15.38	28%	\$ 14.23	\$ 19.69	\$ 11.00	\$ 15.38	35%	\$ 14.85	\$ 20.76	\$ 11.00	\$ 15.38
47-3012	Industrial	Helpers-Carpenters	\$ 10.76	\$ 15.77	28%	\$ 13.77	\$ 20.19	\$ 8.65	\$ 15.77	35%	\$ 11.68	\$ 21.29	\$ 8.65	\$ 15.77
47-3013	Industrial	Helpers-Electricians	\$ 11.70	\$ 16.91	28%	\$ 14.98	\$ 21.64	\$ 11.00	\$ 16.91	35%	\$ 14.85	\$ 22.83	\$ 11.00	\$ 16.91
47-3014	Industrial	Helpers-Painters, Paperhangers, Plasterers, and Stucco Masons	\$ 10.67	\$ 14.92	28%	\$ 13.66	\$ 19.10	\$ 8.65	\$ 14.92	35%	\$ 11.68	\$ 20.14	\$ 8.65	\$ 14.92
47-3015	Industrial	Helpers-Pipelayers, Plumbers, Pipefitters, and Steamfitters	\$ 11.98	\$ 15.62	28%	\$ 15.33	\$ 19.99	\$ 11.00	\$ 15.62	35%	\$ 14.85	\$ 21.09	\$ 11.00	\$ 15.62



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47-3016	Industrial	Helpers--Roofers	\$ 12.53	\$ 17.59	28%	\$ 16.04	\$ 22.52	\$ 12.53	\$ 17.59	35%	\$ 16.92	\$ 23.75	\$ 12.53	\$ 17.59
47-3019	Industrial	Helpers, Construction Trades, All Other	\$ 11.57	\$ 16.85	27%	\$ 14.69	\$ 21.40	\$ 11.00	\$ 16.85	35%	\$ 14.85	\$ 22.75	\$ 11.00	\$ 16.85
47-4011	Industrial	Construction and Building Inspectors	\$ 18.04	\$ 32.66	27%	\$ 22.91	\$ 41.48	\$ 18.04	\$ 32.66	35%	\$ 24.35	\$ 44.09	\$ 18.04	\$ 32.66
47-4041	Industrial	Hazardous Materials Removal Workers	\$ 13.04	\$ 20.78	28%	\$ 16.69	\$ 26.60	\$ 13.04	\$ 20.78	35%	\$ 17.60	\$ 28.05	\$ 13.04	\$ 20.78
47-4051	Industrial	Highway Maintenance Workers	\$ 12.44	\$ 19.63	28%	\$ 15.92	\$ 25.13	\$ 12.44	\$ 19.63	35%	\$ 16.79	\$ 26.50	\$ 12.44	\$ 19.63
49-1011	Industrial	First-Line Supervisors of Mechanics, Installers, and Repairers	\$ 18.67	\$ 34.89	28%	\$ 23.90	\$ 44.66	\$ 18.67	\$ 34.89	35%	\$ 25.20	\$ 47.10	\$ 18.67	\$ 34.89
49-2022	Industrial	Telecommunications Equipment Installers and Repairers, Except Line Installers	\$ 17.43	\$ 30.39	28%	\$ 22.31	\$ 38.90	\$ 17.43	\$ 30.39	35%	\$ 23.53	\$ 41.03	\$ 17.43	\$ 30.39
49-2094	Industrial	Electrical and Electronics Repairers, Commercial and Industrial Equipment	\$ 18.08	\$ 29.16	28%	\$ 23.14	\$ 37.32	\$ 18.08	\$ 29.16	35%	\$ 24.41	\$ 39.37	\$ 18.08	\$ 29.16
49-2098	Industrial	Security and Fire Alarm Systems Installers	\$ 14.76	\$ 23.92	28%	\$ 18.89	\$ 30.62	\$ 14.76	\$ 23.92	35%	\$ 19.93	\$ 32.29	\$ 14.76	\$ 23.92
49-3021	Industrial	Automotive Body and Related Repairers	\$ 13.43	\$ 24.35	28%	\$ 17.19	\$ 31.17	\$ 13.43	\$ 24.35	35%	\$ 18.13	\$ 32.87	\$ 13.43	\$ 24.35
49-3023	Industrial	Automotive Service Technicians and Mechanics	\$ 12.05	\$ 24.02	28%	\$ 15.42	\$ 30.75	\$ 12.05	\$ 24.02	35%	\$ 16.27	\$ 32.43	\$ 12.05	\$ 24.02
49-3042	Industrial	Mobile Heavy Equipment Mechanics, Except Engines	\$ 17.06	\$ 26.30	28%	\$ 21.84	\$ 33.66	\$ 17.06	\$ 26.30	35%	\$ 23.03	\$ 35.51	\$ 17.06	\$ 26.30
49-9043	Industrial	Maintenance Workers, Machinery	\$ 11.88	\$ 22.14	28%	\$ 15.21	\$ 28.34	\$ 11.00	\$ 22.14	35%	\$ 14.85	\$ 29.89	\$ 11.00	\$ 22.14
49-9071	Industrial	Maintenance and Repair Workers, General	\$ 12.18	\$ 20.58	27%	\$ 15.47	\$ 26.14	\$ 12.18	\$ 20.58	35%	\$ 16.44	\$ 27.78	\$ 12.18	\$ 20.58
49-9094	Industrial	Locksmiths and Safe Repairers	\$ 12.78	\$ 21.92	28%	\$ 16.36	\$ 28.06	\$ 12.78	\$ 21.92	35%	\$ 17.25	\$ 29.59	\$ 12.78	\$ 21.92
49-9098	Industrial	Helpers--Installation, Maintenance, and Repair Workers	\$ 10.44	\$ 15.95	28%	\$ 13.36	\$ 20.42	\$ 8.65	\$ 15.95	35%	\$ 11.68	\$ 21.53	\$ 8.65	\$ 15.95
51-4121	Industrial	Welders, Cutters, Solderers, and Brazers	\$ 14.33	\$ 22.87	28%	\$ 18.34	\$ 29.27	\$ 14.33	\$ 22.87	35%	\$ 19.35	\$ 30.87	\$ 14.33	\$ 22.87
51-6011	Industrial	Laundry and Dry-Cleaning Workers	\$ 9.51	\$ 12.14	28%	\$ 12.17	\$ 15.54	\$ 8.65	\$ 12.14	35%	\$ 11.68	\$ 16.39	\$ 8.65	\$ 12.14
51-9123	Industrial	Painting, Coating, and Decorating Workers	\$ 10.75	\$ 18.98	28%	\$ 13.76	\$ 24.29	\$ 8.65	\$ 18.98	35%	\$ 11.68	\$ 25.62	\$ 8.65	\$ 18.98
53-3032	Industrial	Heavy and Tractor-Trailer Truck Drivers	\$ 13.47	\$ 24.06	28%	\$ 17.24	\$ 30.80	\$ 13.47	\$ 24.06	35%	\$ 18.18	\$ 32.48	\$ 13.47	\$ 24.06
53-3033	Industrial	Light Truck Drivers	\$ 10.74	\$ 20.84	28%	\$ 13.75	\$ 26.68	\$ 8.65	\$ 20.84	35%	\$ 11.68	\$ 28.13	\$ 8.65	\$ 20.84
53-7011	Industrial	Conveyor Operators and Tenders	\$ 11.79	\$ 17.80	28%	\$ 15.09	\$ 22.78	\$ 11.00	\$ 17.80	35%	\$ 14.85	\$ 24.03	\$ 11.00	\$ 17.80
53-7021	Industrial	Crane and Tower Operators	\$ 18.50	\$ 31.92	28%	\$ 23.68	\$ 40.86	\$ 18.50	\$ 31.92	35%	\$ 24.98	\$ 43.09	\$ 18.50	\$ 31.92
53-7051	Industrial	Industrial Truck and Tractor Operators	\$ 12.89	\$ 20.87	28%	\$ 16.50	\$ 26.71	\$ 12.89	\$ 20.87	35%	\$ 17.40	\$ 28.17	\$ 12.89	\$ 20.87

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53-7065	Industrial	Stockers and Order Fillers	\$ 10.35	\$ 14.87	27%	\$ 13.14	\$ 18.88	\$ 8.65	\$ 14.87	35%	\$ 11.68	\$ 20.07		
11-9111	Medical	Medical and Health Services Managers	\$ 27.95	\$ 62.97	35%	\$ 37.73	\$ 85.01	\$ 27.95	\$ 62.97	35%	\$ 37.73	\$ 85.01		
17-2111	Medical	Health and Safety Engineers, Except Mining Safety Engineers and Inspectors	\$ 25.10	\$ 46.90	35%	\$ 33.89	\$ 63.32	\$ 25.10	\$ 46.90	35%	\$ 33.89	\$ 63.32		
19-1041	Medical	Epidemiologists	\$ 15.83	\$ 26.63	35%	\$ 21.37	\$ 35.95	\$ 15.83	\$ 26.63	35%	\$ 21.37	\$ 35.95		
19-1042	Medical	Medical Scientists, Except Epidemiologists	\$ 24.53	\$ 49.36	35%	\$ 33.12	\$ 66.64	\$ 24.53	\$ 49.36	35%	\$ 33.12	\$ 66.64		
19-2012	Medical	Physicists	\$ 42.56	\$ 79.71	35%	\$ 57.46	\$ 107.61	\$ 42.56	\$ 79.71	35%	\$ 57.46	\$ 107.61		
19-3039	Medical	Psychologists, All Other	\$32.62	\$58.14	35%	\$44.04	\$78.49	\$ 32.62	\$ 58.14	35%	\$ 44.04	\$ 78.49		
19-4021	Medical	Biological Technicians	\$ 13.23	\$ 24.56	35%	\$ 17.86	\$ 33.16	\$ 13.23	\$ 24.56	35%	\$ 17.86	\$ 33.16		
19-5011	Medical	Occupational Health and Safety Specialists	\$ 18.92	\$ 38.80	35%	\$ 25.54	\$ 52.38	\$ 18.92	\$ 38.80	35%	\$ 25.54	\$ 52.38		
19-5012	Medical	Occupational Health and Safety Technicians	\$ 12.98	\$ 26.71	35%	\$ 17.52	\$ 36.06	\$ 12.98	\$ 26.71	35%	\$ 17.52	\$ 36.06		
21-1013	Medical	Marriage and Family Therapists	\$16.79	\$25.07	35%	\$22.67	\$33.84	\$ 16.79	\$ 25.07	35%	\$ 22.67	\$ 33.84		
21-1018	Medical	Substance abuse, behavioral disorder, and mental health counselors	\$ 14.01	\$ 25.31	35%	\$ 18.91	\$ 34.17	\$ 14.01	\$ 25.31	35%	\$ 18.91	\$ 34.17		
21-1022	Medical	Healthcare Social Workers	\$ 16.25	\$ 29.88	35%	\$ 21.94	\$ 40.34	\$ 16.25	\$ 29.88	35%	\$ 21.94	\$ 40.34		
21-1023	Medical	Mental Health and Substance Abuse Social Workers	\$ 12.66	\$ 24.75	35%	\$ 17.09	\$ 33.41	\$ 12.66	\$ 24.75	35%	\$ 17.09	\$ 33.41		
21-1091	Medical	Health Education Specialists	\$ 15.17	\$ 35.51	35%	\$ 20.48	\$ 47.94	\$ 15.17	\$ 35.51	35%	\$ 20.48	\$ 47.94		
21-1094	Medical	Community Health Workers	\$ 13.14	\$ 23.54	35%	\$ 17.74	\$ 31.78	\$ 13.14	\$ 23.54	35%	\$ 17.74	\$ 31.78		
29-1021	Medical	Dentists, General	\$ 46.80	\$ 101.81	35%	\$ 63.18	\$ 137.44	\$ 46.80	\$ 101.81	35%	\$ 63.18	\$ 137.44		
29-1029	Medical	Dentists, All Other Specialists	\$ 36.93	\$ 83.38	35%	\$ 49.86	\$ 112.56	\$ 36.93	\$ 83.38	35%	\$ 49.86	\$ 112.56		
29-1031	Medical	Dietitians and Nutritionists	\$ 20.85	\$ 34.51	35%	\$ 28.15	\$ 46.59	\$ 20.85	\$ 34.51	35%	\$ 28.15	\$ 46.59		
29-1051	Medical	Pharmacists	\$ 46.58	\$ 64.35	35%	\$ 62.88	\$ 86.87	\$ 46.58	\$ 64.35	35%	\$ 62.88	\$ 86.87		
29-1066	Medical	Psychiatrists	\$ 33.03	\$ 139.28	35%	\$ 44.59	\$ 188.03	\$ 33.03	\$ 139.28	35%	\$ 44.59	\$ 188.03		
29-1071	Medical	Physician Assistants	\$ 34.82	\$ 60.84	35%	\$ 47.01	\$ 82.13	\$ 34.82	\$ 60.84	35%	\$ 47.01	\$ 82.13		
29-1122	Medical	Occupational Therapists	\$ 27.31	\$ 46.60	35%	\$ 36.87	\$ 62.91	\$ 27.31	\$ 46.60	35%	\$ 36.87	\$ 62.91		
29-1124	Medical	Radiation Therapists	\$ 30.00	\$ 45.62	35%	\$ 40.50	\$ 61.59	\$ 30.00	\$ 45.62	35%	\$ 40.50	\$ 61.59		

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29-1126	Medical	Respiratory Therapists	\$ 23.55	\$ 30.56	35%	\$ 31.79	\$ 41.26	\$ 23.55	\$ 30.56	35%	\$ 31.79	\$ 41.26		
29-1129	Medical	Therapists, All Other	\$ 17.55	\$ 27.73	35%	\$ 23.69	\$ 37.44	\$ 17.55	\$ 27.73	35%	\$ 23.69	\$ 37.44		
29-1131	Medical	Veterinarians	\$ 27.96	\$ 56.33	35%	\$ 37.75	\$ 76.05	\$ 27.96	\$ 56.33	35%	\$ 37.75	\$ 76.05		
29-1141	Medical	Registered Nurses	\$ 24.57	\$ 36.47	35%	\$ 33.17	\$ 49.23	\$ 24.57	\$ 36.47	35%	\$ 33.17	\$ 49.23		
29-1151	Medical	Nurse Anesthetists	\$ 57.18	\$ 86.82	35%	\$ 77.19	\$ 117.21	\$ 57.18	\$ 86.82	35%	\$ 77.19	\$ 117.21		
29-1171	Medical	Nurse Practitioners	\$ 34.57	\$ 55.92	35%	\$ 46.67	\$ 75.49	\$ 34.57	\$ 55.92	35%	\$ 46.67	\$ 75.49		
29-1181	Medical	Audiologists	\$ 23.66	\$ 38.41	35%	\$ 31.94	\$ 51.85	\$ 23.66	\$ 38.41	35%	\$ 31.94	\$ 51.85		
29-1229	Medical	Physicians, All Other	\$ 62.25	\$ 148.22	35%	\$ 78.43	\$ 186.76	\$ 62.25	\$ 148.22	35%	\$ 78.43	\$ 186.76		
29-1292	Medical	Dental Hygienists	\$ 23.62	\$ 35.91	35%	\$ 31.89	\$ 48.48	\$ 23.62	\$ 35.91	35%	\$ 31.89	\$ 48.48		
29-2010	Medical	Clinical Laboratory Technologists and Technicians	\$ 14.76	\$ 30.09	35%	\$ 19.93	\$ 40.62	\$ 14.76	\$ 30.09	35%	\$ 19.93	\$ 40.62		
29-2031	Medical	Cardiovascular Technologists and Technicians	\$ 13.20	\$ 29.70	35%	\$ 17.82	\$ 40.10	\$ 13.20	\$ 29.70	35%	\$ 17.82	\$ 40.10		
29-2051	Medical	Dietetic Technicians	\$ 10.27	\$ 15.50	35%	\$ 13.86	\$ 20.93	\$ 8.65	\$ 15.50	35%	\$ 11.68	\$ 20.93		
29-2052	Medical	Pharmacy Technicians	\$ 12.46	\$ 17.80	35%	\$ 16.82	\$ 24.03	\$ 12.46	\$ 17.80	35%	\$ 16.82	\$ 24.03		
29-2061	Medical	Licensed Practical and Licensed Vocational Nurses	\$ 17.79	\$ 23.97	35%	\$ 24.02	\$ 32.36	\$ 17.79	\$ 23.97	35%	\$ 24.02	\$ 32.36		
29-2098	Medical	Medical Dosimetrists, Medical Records Specialists, and Health Technologists and Technicians, All Other	\$ 13.41	\$ 23.83	35%	\$ 18.10	\$ 32.17	\$ 13.41	\$ 23.83	35%	\$ 18.10	\$ 32.17		
31-1120	Medical	Home Health and Personal Care Aides	\$ 9.98	\$ 12.77	35%	\$ 13.47	\$ 17.24	\$ 8.65	\$ 12.77	35%	\$ 11.68	\$ 17.24		
31-1131	Medical	Nursing Assistants	\$ 10.81	\$ 14.64	35%	\$ 14.59	\$ 19.76	\$ 8.65	\$ 14.64	35%	\$ 11.68	\$ 19.76		
31-1132	Medical	Orderlies	\$ 10.84	\$ 14.50	35%	\$ 14.63	\$ 19.58	\$ 8.65	\$ 14.50	35%	\$ 11.68	\$ 19.58		
31-1133	Medical	Psychiatric Aides	\$ 10.83	\$ 14.21	35%	\$ 14.62	\$ 19.18	\$ 8.65	\$ 14.21	35%	\$ 11.68	\$ 19.18		
31-2011	Medical	Occupational Therapy Assistants	\$ 25.47	\$ 34.65	35%	\$ 34.38	\$ 46.78	\$ 25.47	\$ 34.65	35%	\$ 34.38	\$ 46.78		
31-2012	Medical	Occupational Therapy Aides	\$ 10.26	\$ 26.64	35%	\$ 13.85	\$ 35.96	\$ 8.65	\$ 26.64	35%	\$ 11.68	\$ 35.96		
31-9091	Medical	Dental Assistants	\$ 14.68	\$ 21.31	35%	\$ 19.82	\$ 28.77	\$ 14.68	\$ 21.31	35%	\$ 19.82	\$ 28.77		
31-9092	Medical	Medical Assistants	\$ 13.12	\$ 17.90	35%	\$ 17.71	\$ 24.17	\$ 13.12	\$ 17.90	35%	\$ 17.71	\$ 24.17		
31-9095	Medical	Pharmacy Aides	\$ 10.86	\$ 16.34	35%	\$ 14.66	\$ 22.06	\$ 8.65	\$ 16.34	35%	\$ 11.68	\$ 22.06		

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31-9096	Medical	Veterinary Assistants and Laboratory Animal Caretakers	\$ 10.19	\$ 15.67	35%	\$ 13.76	\$ 21.15	\$ 8.65	\$ 15.67	35%	\$ 11.68	\$ 21.15	\$ 8.65	\$ 15.67
31-9097	Medical	Phlebotomists	\$ 12.93	\$ 17.94	35%	\$ 17.46	\$ 24.22	\$ 12.93	\$ 17.94	35%	\$ 17.46	\$ 24.22	\$ 12.93	\$ 17.94
39-9098	Medical	Crematory Operators and Personal Care and Service Workers, All Other	\$ 9.12	\$ 14.91	35%	\$ 12.31	\$ 20.13	\$ 8.65	\$ 14.91	35%	\$ 11.68	\$ 20.13	\$ 8.65	\$ 14.91
43-6013	Medical	Medical Secretaries and Administrative Assistants	\$ 12.86	\$ 18.64	35%	\$ 17.36	\$ 25.16	\$ 12.86	\$ 18.64	35%	\$ 17.36	\$ 25.16	\$ 12.86	\$ 18.64
51-9081	Medical	Dental Laboratory Technicians	\$ 12.10	\$ 23.74	35%	\$ 16.34	\$ 32.05	\$ 12.10	\$ 23.74	35%	\$ 16.34	\$ 32.05	\$ 12.10	\$ 23.74
53-3099	Industrial	Motor Vehicle Operators, All Other	\$ 12.76	\$ 18.74	26%	\$ 16.33	\$ 24.00	\$ 12.76	\$ 18.64	35%	\$ 17.23	\$ 25.16	\$ 12.76	\$ 18.64