

AGREEMENT
UTILIZING STATE OF FLORIDA CONTRACT
FOR IT TEMPORARY STAFFING SERVICES
WITH TEKSYSTEMS, INC.
(FOR ERP BUSINESS ANALYST)

THIS AGREEMENT, entered into as of April 3, 2014 (the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the laws of the State of Florida, ("CITY") and TEKSYSTEMS, INC. ("COMPANY"), for the purchase of IT Temporary Staffing Services as described on **Exhibit A** hereto (the "Services").

WHEREAS, on September 15, 2009, the State of Florida entered into Contract #973-561-10-1 (the "State Contract") for the provision of the Services; and

WHEREAS, the State Contract (i) is in full force and effect, (ii) was competitively procured and awarded according to Florida law, and (iii) is broad enough to include the Services; and

WHEREAS, the Jacksonville Procurement Code allows CITY to use the State Contract; and

WHEREAS, it is in the parties' best interest to use the State Contract for the Services and to add those provisions CITY is required to use by ordinance or policy;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein, and for other good and valuable consideration, the parties agree as follows:

- 1. Incorporation of Recitals.** The above recitals are true and are incorporated herein.
- 2. Engagement of COMPANY.** CITY hereby engages COMPANY and COMPANY hereby accepts said engagement for the purpose of selling to CITY the Services according to the provisions of this Agreement and the State Contract which is incorporated herein by reference. Any conflict between the provisions of this Agreement and those in the State Contract shall be resolved in favor of this Agreement, but only to the extent of any conflict.
- 3. Coordination with CITY.** CITY shall designate a Project Coordinator who will coordinate with COMPANY on behalf of CITY and administer this Agreement according to the terms and conditions contained herein. It shall be the responsibility of COMPANY to coordinate all activities related to the Services with the designated Project Coordinator. **The Services will be performed under the daily technical direction and supervision of CITY at a facility or in an environment controlled by CITY.**
- 4. Payments for Services.** CITY will compensate COMPANY for the Services in accordance with purchase orders issued and used by the City of Jacksonville Procurement Division;

provided however, invoices shall be sent to the authorized City representative as specified in said purchase order or other subsequent written instrument signed by the City's Project Coordinator. **The agreed-upon billing rate for the Services is \$67/hour.** When the Service provided is supplemental staffing, COMPANY does not warrant or guarantee that the contract employee(s) placed pursuant to this Agreement will produce any Deliverables or any result or solution to the CITY's particular needs. Signature of a weekly timecard by an authorized CITY representative shall constitute acceptance of the Services and approval to pay as stated herein.

5. Term of Agreement. This Agreement shall begin on the Effective Date and continue until the earlier of project completion or December 31, 2015.

6. Maximum Indebtedness. The maximum indebtedness of CITY for all fees, reimbursable items or other costs, services and for the Services sold by COMPANY pursuant to this Agreement shall not exceed the sum of TWENTY-SIX THOUSAND TWO HUNDRED SIXTY-FOUR DOLLARS (**\$26,264.00**).

7. Notices. Notice to CITY under this Agreement shall be deemed delivered if sent by certified mail, return receipt requested, or by other delivery with receipt to:

Tom Ossi
Certified Contracts and License Manager
City of Jacksonville Information Technologies Division
214 N. Hogan Street, 9th Floor
Jacksonville, FL 32202
904.255.8080
tossi@coj.net

8. Laws, Ordinances, Rules and Regulations. As required by Section 126.108(b), Ordinance Code: In any sale or performance hereunder, COMPANY must comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Sunshine Law), as they apply to the purchase contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, COMPANY must ensure that the provisions of this Section shall be incorporated into and become a part of the subcontract.

9. Conflict of Interest. The parties will follow the provisions of Section 126.110, Ordinance Code with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with CITY, to the extent the parties are aware of the same.

10. Subcontractors. Subcontractors may perform services under this Agreement upon written approval by CITY. In such an event, COMPANY shall remain responsible for the services delivered by the approved subcontractors. No subcontract for performance of the Services shall in any way relieve COMPANY of any such responsibility. Payment for Services will be made by CITY directly to COMPANY, and all payments to subcontractors shall be made promptly by COMPANY.

11. Non Discrimination. As required by Section 126.404, Ordinance Code: COMPANY represents that it has adopted and will maintain a policy of non discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. COMPANY agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Jacksonville Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided however, that COMPANY shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written. COMPANY agrees that, if any of the services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

12. Counterparts. The parties agree that for the execution of this agreement, time is of the essence. Therefore, this Agreement, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile transmission of all signatures with originals to follow shall constitute and be evidence of an executed Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

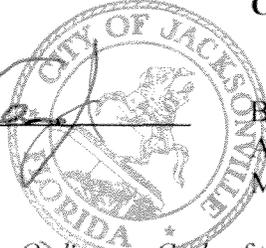
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By: James R. McCain
James R. McCain
Corporation Secretary



By: Karen Bowling
Alvin Brown
Mayor

In compliance with the ~~Ordinance Code~~ of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid from the following account:

By: _____
Director of Finance

Form Approved:

By: Jim Holt
Office of General Counsel

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

WITNESS:

TEKSYSTEMS, INC.

By: Matt Macey

By: Meredith Knox

Print Name: Matt Macey

Print Name: Meredith Knox

Title: Senior Manager of Operations

Encumbrance and funding information for internal City use:

Payment(s) by various subsequently issued Purchase Orders

Account Summary..... OPIT536 - 069509

Total Contract Amount..... \$26,264.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.



Director of Finance

City Contract # 9954-01



Exhibit A

SERVICES

See attached Task Order Request For Quote dated January 15, 2014

(2-Pages)



Task Order Request for Quote - Staff Augmentation

Date: January 15, 2014

Name: Joy Bradley-Walker

Position: Senior Business Analyst for #002601 Enterprise Resource Planning Solution

Phone: 904-255-8063

E-mail: jbwalker@coj.net

Scope of Work

- Analyzes moderately to highly complex business requests and defines action plan for business analysis deliverables such as requirements definition and Use Case development; including business requirements documentation (BRD), functional requirements documentation (FRD), system specifications and other relevant documentation.
- Plans and conducts Joint Application Requirements (JAR) and Joint Application Design (JAD) Sessions for moderately or highly complex business requests.
- Documents, reviews and revises meeting minutes and action items from critical project meetings, such as JAR and JAD sessions and assigns action items to team members.
- Leads Business System Analyst and Project Analyst in the preparation of project artifacts such as Requirements Documents, Activity Diagrams, and Uses Cases.
- Leads development of Requests for Information and Requests for Proposal and documentation of the evaluation outcome.
- Conducts review and approval of requirements, use cases, and specifications with the project stakeholders and business.
- Develops Request for Information and Request for Proposal for individual and enterprise-wide solutions
- Conducts business process modeling and facilitates development of process flows and diagrams via whiteboard sessions and role play.
- Develops cost/benefit analysis and return on investment worksheets with the Project Manager.
- A knowledge of human resources, payroll, finance, accounting, budgeting, ERP application specific functional knowledge beneficial
- Performs other duties as assigned.

Goals

- Implement a vendor solution that could be used by the City departments for their General Ledger, Cost Allocation, Asset Management, Procurement, Grant Accounting, Project Accounting, Accounts Payable, Budget Development, Cash Management, Accounts Receivable, Inventory, General / Technical.
- Provide a centralized database system that will enable City departments to share and view required data.
- Allow for a newer, more robust, technological solution to reduce the risk and cost of maintaining several systems built in-house that are now outdated technology.

Deliverables

- Scope Documentation and Business Requirements Documentation
- Process Design
- Develop "strawman" RFPs
- Gap Analysis

- Return on Investment
- Have vendor convert existing data and provide implementation and training to COJ employees.
- Have vendor provide regularly scheduled system upgrades through an annual maintenance agreement.

Benchmarks

- Scope
- Strawman "RFP"
- Business Requirements Document (BRD)
- Gap Analysis
- Return on Investment
- Finalized RFP

Timelines

February 1, 2014 through September 30, 2014

Expected Costs

Funding Source: OPIT536 Sub Object 69509

Payment Schedules

Start and Completion Dates

- Start: February 1, 2014
- Complete: September 30, 2015

Job Specifications

- *As a critical resource, the Senior Business Systems Analyst (SBSA) is responsible for project documentation relating to requirements, request for proposals, scope, business documentation, etc. that is pertinent to the success of the project..*
- The SBSA participates in developing documentation for project requests to be presented to the Information Technology Executive Committee (ITEC) to evaluate and prioritize.
- The Senior Business Systems Analyst(SBSA) operates as Subject Matter Expert(SME) between the client and development team providing each with interpretative understanding of project.
- The SBSA performs Gap Analysis researching and analyzing vendor solutions and comparing and contrasting products against client requirements.
- The SBSA is responsible for performing walkthrough of requirements for all parties ensuring that the requirements are accurate for project purposes
- The SBSA is responsible for professional communication with customers, stakeholders, product and operations managers as well as senior and executive level management.