



July 1, 2020

Big Bend Jobs & Education
Council, Inc. D/B/A CareerSource
Capital Region

Network Services Contract

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1.0 Overview of Services

Vast changes are taking place in technology. Our regional economy dictates that rapid access to information provides the competitive edge necessary to prosper. Organizations that best provide employees with the data necessary to make informed decisions will have a distinct advantage over others. Providing access to this data entails many challenges: determining hardware and software platforms, developing an implementation plan, assessing the technical skills required to implement and support the information systems and finding a single source to help meet these challenges.

The professionals at Inspired Technologies partner with you, our customer, to help you meet these challenges. We specialize in understanding your business needs and using technology to increase your organization's productivity. As an information systems solutions company, we provide the expertise necessary to assist you in achieving your business goals. We are committed to providing the highest quality solutions to meet your business needs.

Inspired Technologies first and foremost objective is to understand our customers' business needs to develop an innovative and effective solution. Our highly trained technical consultants assist in defining business requirements and processes to determine the best technological solution to achieve your business goals.

Inspired Technologies differentiates itself from other network service providers by offering enterprise solutions that go beyond standard WINTEL platforms. Our company's foundation was built on meeting our customers' needs with professional services and consulting rather than focusing on a product-centric solution.

2.0 Statement of Work

2.1 Network Administration

This contract would provide Network Administration services in the operation of the various areas of the BIG BEND JOBS & EDUCATION COUNCIL (also known as BBJEC) computer network, including all locations – Wakulla, Gadsden and Leon Counties. Also included will be a designated number of hours for remote or onsite work at the various locations to provide advice and guidance on everyday normal issues, “how-to” issues with maintenance, disaster recovery, virus protection, various upgrades, license renewals, budgeting, etc. This support would also include projects such as router upgrades, e-mail server upgrades, backup server upgrades, remote site network setups, and handling of connectivity issues, staff support for vacation/training times when regular staff is not available, software upgrades, firmware upgrades to existing hardware and technical advice on network related grants to include connectivity, hardware and site reviews if necessary.

This contract would also provide Phone / E-mail / Remote Access/ Onsite support to resolve emergency issues. Hours for this type of support are included in the designated hours of support in the contract.

This contract also includes any required meetings or other functions in which Network Administration staff would be needed. These include, but aren’t limited to, monthly management meetings, EFM conference calls, Quarterly MIS consortium meetings, and any other required meetings. (Any overage in hours because of meetings will be billed at the standard hourly rate of \$40 per hour)

This contract would also provide on-site representation (i.e. Account Manager) at all BBJEC Board of Director’s meeting unless informed otherwise.

This contract would include ongoing staff training at a minimum of once quarterly. The training will be coordinated through BBJEC staff.

This contract also includes the development of a Continuity of Operations Plan with ongoing risk assessment.

2.2 Help Desk Services

This contract would provide Help Desk support services in the operation of the various areas of the BIG BEND JOBS & EDUCATION COUNCIL (also known as BBJEC) computer network, including all locations – Wakulla, Gadsden and Leon Counties. Also included will be a designated number of hours for onsite work at the various locations to provide advice and guidance on everyday normal issues, “how-to” issues with maintenance, disaster recovery, virus protection, various upgrades, license renewals, budgeting, etc. This support includes fielding all Help-Desk calls from the BBJEC users, everyday pc/monitor/printer/etc issues that arise in all 3 locations.

This contract would also provide Phone / E-mail / Remote Access/ Onsite support to resolve emergency issues. Hours for this type of support are included in the designated hours of support in the contract.

This contract also includes any meetings or other functions in which Network Help Desk staff would be needed.

2.3 Phone System Services

This contract would provide phone system services in the operation of the various areas of the BIG BEND JOBS & EDUCATION COUNCIL (also known as BBJEC) computer network, including all locations – Wakulla, Gadsden and Leon Counties. Also included will be a designated number of hours for onsite work at the various locations to provide any MAC requests – moves/adds/changes. This support includes fielding all Help-Desk calls from the BBJEC users, everyday phone/communication issues that arise in all 3 locations.

This contract would also provide Phone / E-mail / Remote Access/ Onsite support to resolve emergency issues. Hours for this type of support are included in the designated hours of support in the contract.

This contract also includes any meetings or other functions in which Network Administration staff would be needed.

Additionally, this contract would include developing customized reports as needed that afford BBJEC leadership to make decisions regarding its operation.

2.4 Break Down of Support Hours

Inspired Technologies will provide BBJEC on-site employees as needed for support each week. These employees will complete daily tasks and maintenance, such as Help Desk support and performance management. These employees will also be involved in project management and planning, upgrades, security monitoring, reporting, website maintenance, asset management, staff meetings and any other requested support by administrative staff of BBJEC. ***Inspired Technologies will also guarantee at least a 1 hour response time for any emergency issues.***

Inspired Technologies will provide each and every Network Consultant that enters BBJEC locations with every tool needed to perform any support tasks for the BBJEC Network. This includes laptops, telecommunication equipment, cell phones, basic cables & connectors, and any other standard tool. The monthly Network Consulting fee also includes all travel costs associated with support of the BBJEC Network.

Inspired Technologies will also provide full time 24 hour a day support from a certified Network Consultant that will be available by phone and through remote access into the BBJEC network.

2.5 Systems Covered by this Contract

Inspired Technologies will support all BBJEC's current computer systems. This includes all computer systems that BBJEC accesses both locally and remotely. This support would include updates, service packs, and any upgrades. These include E-mail, Virus protection, Backups, E-mail content filtering, Web content filtering, Computer Inventory (completed annually by July), and all Lab software locally. Remotely, these systems include any State of Florida systems that are accessed by internal users (i.e. EFM, FLORIDA, ODDS, OSMIS, OSST, SUNTAX, etc.). Inspired Technologies is only responsible for connecting BBJEC user to these systems. Any problems within these systems will be the responsibility of the vendor.

2.6 Equipment Covered by this Contract

Inspired Technologies will support all BBJEC's current computer equipment. This includes all workstations, servers, printers, routers, switches, and any other network device that is currently in use at any of the BBJEC locations. Inspired Technologies is responsible for labor only.

2.7 Penalties for Downtime

Inspired Technologies will provide BBJEC all the above services in a prompt fashion. If Inspired Technologies fails to respond to an issue deemed "Mission Critical" by BBJEC administration the following penalties by be levied.

- 8 hour downtime – 5% monthly contract rate
- 12 hour downtime – 10% monthly contract rate
- 24 hour downtime – 25% monthly contract rate

These penalties will not apply if the issue is hardware or third party vendor related.

2.8 Summary

In summary, Inspired Technologies would serve as a fully functional on-site Network Service Staff, fulfilling all duties that fall under Network Administration staff and any new duties that BIG BEND JOBS & EDUCATION COUNCIL sees fit.

Contract is for labor only. Any equipment/software purchases will be quoted and paid for separately. All equipment and software purchases are to be at the discretion of customer. Any support of equipment purchased while under this contract that Inspired Technologies is responsible for, will be negotiated prior to the time of purchase and/or installation.

Failure to perform in the areas identified in the above statement of work will be reason for termination for cause and for convenience.

The term of the contract is from July 1st, 2020 through June 30th, 2021. Each Term shall automatically renew for subsequent periods of the same length as the initial Term unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current Term.

3.0 Summary Totals

Section	Phase / Product	Notes	Hours/Week	Monthly Price
2.1	Network Administration	Network Administration issues will be handled by Inspired Technologies Consultant either remotely or on-site.	Fixed Fee/Inclusive	
2.2	Help Desk Services	Help Desk Services will be handled by Inspired Technologies Consultant either remotely or on-site.	Fixed Fee/Inclusive	
2.3	Phone System Services	Phone system services will be handled by Inspired Technologies Consultant either remotely or on-site.	Fixed Fee/Inclusive	
			Total	\$8,950.00 \$8,950.00

- **Contract will be considered “all inclusive” in accordance with statement of work. Any projects that can be foreseen to exceed the hourly allotted time would be approved in an amended scope of work agreement.**

4.0 Appendices

Appendix A. BIG BEND JOBS & EDUCATION COUNCIL Responsibilities

The responsibilities listed in this section are to be provided at no charge to Inspired Technologies. Inspired Technologies ability to fulfill commitments made under this agreement is predicated upon the following responsibilities being fulfilled by The BIG BEND JOBS & EDUCATION COUNCIL or a designated resource.

- Provide Inspired Technologies with all contacts and relative information to the current and future computer network systems and infrastructure.
- Provide network connections for all new devices.
- Provide copies of all applications to be installed.
- Free access to servers, workstations and other related equipment.
- If there is a lapse in the availability of products, installation may be delayed, postponed or terminated.

Appendix B. Standard Integration Project Terms and Conditions

This agreement by and between Inspired Technologies and BIG BEND JOBS & EDUCATION COUNCIL sets forth the terms and conditions under which Inspired Technologies shall provide certain professional services.

1. **Scope of Services** -All services to be provided hereunder shall be as authorized and defined in the attached Statement of Work, which shall be executed by the parties and which shall constitute a part of these Terms and Conditions. The Statement of Work and this appendix shall be construed as being consistent; however, in the event such construction is unreasonable, the provisions of the Statement of Work shall control.
2. **Payment** - The applicable rates, charges, and invoicing information for each task authorized shall be as specified in the attached Statement of Work. Any and all travel charges and out-of-pocket expenses incurred by Inspired Technologies or BIG BEND JOBS & EDUCATION COUNCIL and any taxes applicable to this agreement shall be borne by BIG BEND JOBS & EDUCATION COUNCIL.
3. **Confidentiality of Data** - Both parties acknowledge that in connection with the performance of its duties hereunder it may be provided with or have access to written information and data which is proprietary to the other and which is so marked as proprietary. Both parties agree to keep confidential all such information and data and shall not disclose same either in whole or in part to any third party without the others written consent.
Both parties agree that without the other's prior written consent, it will not copy or reproduce any information or data or sell, assign, disclose, disseminate, give or transfer any such information or data or any portion thereof to any third party, at any time whether before or after termination of this agreement.
Both parties further agree that upon termination of this agreement or completion of any task assigned hereunder, it will return all applicable information, data, related notes, and work papers belonging to the other.
4. **Inspired Technologies Representations**
 - A. Inspired Technologies represents that it shall at times exert its best efforts to diligently perform its assigned duties under this agreement.
 - B. Inspired Technologies warrants that all services under this Agreement shall be performed in a professional and workmanlike manner.
 - C. Inspired Technologies further represents that all programs, documentation, reports, design or other items prepared by Inspired Technologies (termed "Developed Items") under this agreement shall be the property of Inspired Technologies and the original work product of Inspired Technologies, and Inspired Technologies shall defend and hold BIG BEND JOBS & EDUCATION COUNCIL harmless from and against any claim brought against BIG BEND JOBS & EDUCATION COUNCIL, that any Developed Items infringe a United States patent or Copyright, or the trade secret or other proprietary right of a third parties. The parties agree that Developed Items do not constitute "work made for hire" as that term is defined under Section 101 of the Copyright Act.
 - D. Except as provided above, Inspired Technologies MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. **Terms and Termination**

This agreement may be terminated in the following manner:

 - A. Each phase of this agreement as outlined in the attached Statement of Work shall terminate upon completion and signed acknowledgment of Acceptance of each phase.
 - B. Each party may terminate this agreement prior to the commencement of any work outlined in the Statement of Work.
 - C. By either party upon the default of the other party to perform its responsibilities hereunder, providing that written notice of such default has been given, and providing that such default has not been corrected within the thirty (30) days following receipt of such notice.
 - D. By mutual consent of the parties.
 - E. Unless terminated at an earlier date in agreement with section 4, this Agreement shall commence as of the date first written above and shall continue for (90 days).
6. **Limitation of Liability** - Inspired Technologies liability under this agreement for and all damages, whether direct or indirect, including consequential, shall be limited to the charges paid or to be paid to Inspired Technologies under this agreement by BIG BEND JOBS & EDUCATION COUNCIL for the services which gave rise to such damages.
7. **Independent Contractor** - It is specifically agreed by the parties that the relationship of Inspired Technologies to BIG BEND JOBS & EDUCATION COUNCIL is that of an Independent Contractor, and Inspired Technologies shall not be entitled to any of the employee benefits provided by BIG BEND JOBS & EDUCATION COUNCIL to its employees.
8. **Non-solicitation of Employees** - During the period this agreement is in effect, and for a period of six (6) months after, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment.
9. **Non-assignability** - This agreement may not be assigned without the prior written consent of the other party.
10. **Notices** - Any notice required or permitted given hereunder shall be either 1) delivered personally or 2) sent by prepaid certified mail, return receipt requested, and shall not be deemed to have been given until received by the other party. Each party shall specify the address and addressee for receipt of such notices prior to the commencement of this agreement.
11. **Force Majeure** - Neither party shall be responsible for delays nor failure in performance resulting from acts beyond its control. Such acts shall include but not limited to Acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations, fire, earthquakes or other disasters.
12. **Customer Responsibilities**
 - A. BIG BEND JOBS & EDUCATION COUNCIL must provide appropriate access to the work areas and facilities, consistent with their security procedures, required to effect completion of work tasks. BIG BEND JOBS & EDUCATION COUNCIL is responsible for removing obstacles and impediments, such as furniture, machinery, or other items, which impede access to the work area.
 - B. BIG BEND JOBS & EDUCATION COUNCIL must reasonably insure that Inspired Technologies employees are provided with a safe and secure work environment free of hazards, with adequate heat, lighting, and air conditioning unless otherwise specified in the Statement of Work.
 - C. If necessary for the completion of Inspired Technologies responsibilities under this agreement, BIG BEND JOBS & EDUCATION COUNCIL must supply adequate space for the receipt, storage and/or configuration of equipment.
 - D. Unless otherwise noted in the Statement of Work, BIG BEND JOBS & EDUCATION COUNCIL must supply the labor required to move new or existing equipment included in this agreement.
 - E. BIG BEND JOBS & EDUCATION COUNCIL must provide prompt access to duly authorized BIG BEND JOBS & EDUCATION COUNCIL personnel for the purpose of obtaining approvals and additional information required to effect completion of work.
 - F. BIG BEND JOBS & EDUCATION COUNCIL is responsible for securing any appropriate authorization permits associated with the performance of work.
 - G. BIG BEND JOBS & EDUCATION COUNCIL must provide all necessary architectural and wiring diagrams, specifications, and other information required for completion of the work tasks. In the event that additional information is required, BIG BEND JOBS & EDUCATION COUNCIL must supply such information in a timely manner.
13. **Standard Work Hours**- Unless otherwise noted in the Statement of Work, the standard work hours for Inspired Technologies personnel are 8:00am to 5:00pm local time.

Appendix C. Contract Provisions & Assurances

The CONTRACTOR understands that the BOARD (CareerSource Capital Region) has the right to terminate the Contract by written notification when an extenuating circumstance arises, for example when the work is no longer required, if there is a breach of contract, fraud or breach of security. It is understood that the CONTRACTOR will be compensated for work already completed or in the process according to accurate, appropriately submitted documents.

Clean Air Act (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Inspired Technologies will immediately notify CSCR of any breach of security, as defined by section 501.171, Florida Statutes, occurring in any operation under its control.

The CONTRACTOR assures that is in accordance with section 287.135 Florida Statutes and is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemptions as provided in Section 287.135(4), Florida Statutes. These lists are pursuant to sections 215.4725 and 215.473, Florida Statutes.

The CONTRACTOR agrees to abide by Federal and State rules/regulations pertaining to compliance with all mandatory standards and policies relating to the following:

- Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)
- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)
- Contract work Hours and Safety Standards Act (40 U.S.C. S 327-333)
- Rights to Inventions Made Under a Contractor Agreement
- Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962)

The CONTRACTOR assures that it will not discriminate in its employment practices with respect to the Equal Pay Act (1963), Civil Rights Act (1964), Age Discrimination in Employment Act (1967), Americans with Disabilities Act (1990), and Executive Order 11246 (1967).

Disabilities Act (1990), and Civil Rights Act (1991). No individual shall be denied employment on the basis of race, color, sex, national origin, disability, age, political affiliation, marital status, sexual orientation or status as a workforce services career and each employee shall have such rights as are available under any applicable Federal, State, or local law prohibiting discrimination.

The CONTRACTOR will comply with the Drug Free and Smoke Free Workplace policy.

5.0 Signature Document

The following individuals have read this "Statement of Work" and understand the deliverables, services and responsibilities detailed within this document. The BIG BEND JOBS & EDUCATION COUNCIL signature constitutes acceptance of the professional services detailed within this document and authorizes commencement of the project.

Inspired Technologies requires one week from the signature of this Statement of Work to schedule resources and commence the project.

Approvals:

This document has been read and approved by the following individuals responsible for its execution.

**FOR AND ON BEHALF OF
BIG BEND JOBS & EDUCATION
COUNCIL, INC. D/B/A
CAREERSOURCE CAPITAL REGION**

**FOR AND ON BEHALF OF
INSPIRED TECHNOLOGIES**

Signature: Matthew Salera

Signature: Craig Goodson

Name: Matthew Salera

Name: Craig Goodson

Title: CFO

Title: CEO

Date: 7-1-20

Date: 7-1-2020