
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Award RFP-600367-08/GGM – Temporary Personnel Services for ITS Department to Cyberbest Technology, Inc., Orlando; Robert Half International, Orlando; and TEK Systems, Orlando.

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Gladys Marrozos

EXT: 7110

MOTION/RECOMMENDATION:

Award RFP-600367-08/GGM – Temporary Personnel Services for ITS Department to Cyberbest Technology, Inc., Orlando; Robert Half International, Orlando; and TEK Systems, Orlando.

County-wide

Ray Hooper

BACKGROUND:

RFP-600367-08/GGM will provide for temporary personnel services to provide qualified personnel for Information Technology Services Department on an as needed basis. The project will cover positions such as Business Process Analyst; Project Manager; Senior Software Developer; Software Developer and Support Analyst. The County will consider qualifications of personnel based on knowledge of industry standard software development life cycle; knowledge of software development languages and web development tools; and ability to analyze, design, development, test, and deploy an application from conception to implementation.

This project was publicly advertised and the County received seventeen (17) submittals in response to the solicitation. The Review Committee, which consisted of Melvin Barnes, Information Technologies/Program Manager II; Jacqui Greaves, Information Technologies/Program Manager I; Linda Moore, Information Technologies/Division Manager; and Chris Pedersen, Information Technologies/Program Manager II, evaluated the responses. Consideration was given to the past performance, qualifications/resumes and fee schedules.

The Review Committee recommends award of the project to Cyberbest Technology, Inc., Orlando; Robert Half International, Orlando; and TEK Systems, Orlando. Authorization for performance of services by the contractors under these agreements shall be in the form of written Release Orders issued and executed by the County. The County will request resumes from personnel agencies approved under this project on an as needed basis. The temporary personnel will be determined based on specific project qualifications. The estimated annual usage of these agreements is \$500,000. These agreements shall take effect on the date of execution by the County and shall run for a period of one (1) year and at the sole option of the County and may be renewed for four (4) successive periods not to exceed one (1) year each. Supporting documents include the tabulation sheet, Review Committee consensus form and agreements as prepared by the County Attorney's Office.

STAFF RECOMMENDATION:

Staff recommends the Board to award RFP-600367-08/GGM – Temporary Personnel Services for ITS Department to Cyberbest Technology, Inc., Orlando; Robert Half International, Orlando; and TEK Systems, Orlando

ATTACHMENTS:

1. Tabulation Sheet
2. Cyberbest Technologies, Inc - Agreement
3. Robert Half International - Agreement
4. TEK Systems - Agreement
5. Evaluation Summary and Concensus Ranking
6. E-mail from June 9th, 2008.

Additionally Reviewed By:

County Attorney Review (Ann Colby)

B.C.C. - SEMINOLE COUNTY, FL RFQ TABULATION SHEET

ALL RFQ'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE RFQDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFQ DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY RFQS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFQ DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RFQ NUMBER: RFQ-600367-08/GGM

RFQ TITLE: Temporary Personnel Services Agreement

DUE DATE: March 26, 2008 @ 2:00pm

PAGE: 1 of 2

Response 1	Response 2	Response 3	Response 4	Response 5
Adil Business Systems Inc. 167 Madison Ave, Ste 305 New York, NY 10016 (800)250-9155 (Phone) (800)821-0887 (Fax) Contact: Mehul Unadkat	Candotech Consulting, Inc 1034 High Meadow Drive Tallahassee, FL 32311 (850)219-8887 (Phone) (850)219-8890 (Fax) Contact: Raja Shekhar	Ciber, Inc 201 E. Pine Street, Suite 300 Orlando, FL 32801 (407)563-6550 (Phone) (407)563-6526 (Fax) Contact: Rich Schulz	Cyberbest Technology, Inc 604 Coutland Street Orlando, FL 32804 (407)664-3520 ext: 22 (Phone) (407)644-3525 (Fax) Contact: Prasad Valay	Express Personnel 300 St. Laurent Street Ste 120 Longwood, FL 32750 (407)331-1506 (Phone) (407)331-1536 (Fax) Contact: Robert Grey
Response 6	Response 7	Response 8	Response 9	Response 10
Kelly Services, Inc. 258 Southhall Lane, Ste 130 Maitland, FL 32751 (407)475-7180 (Phone) (407)475-7192 (Fax) Contact: Eric Benitez	Materials Software System Inc 11513 Allecingie Pkwy Richmond, VA 23235 (804)272-0081 (Phone) (804)272-8082 (Fax) Contact: Lalitha Mandalika	Military Employment Servicess Group, LLC 5809 S. Dale Mabry Hwy Tampa, FL 33611 (813)927-0309 (Phone) (813)839-2551 (Fax) Contact: Chris Hadsall	Moten Tate, Inc. 390 N. Orange Ave, Ste 1890 Orlando, FL 32801 (407)843-3277 (Phone) (407)843-3814 (Fax) Contact: Kenneth Moten	PMH Resources, Inc. 250 International Pkwy Ste, 143 Lake Mary, FL 32746 (407)710-800 (Phone) (407)710-8001 (Fax) Contact: Grant A. Derner

**B.C.C. - SEMINOLE COUNTY, FL
RFQ TABULATION SHEET**

ALL RFQ'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE RFQDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFQ DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY RFQS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFQ DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RFQ NUMBER: RFQ-600367-08/GGM

RFQ TITLE: Temporary Personnel Services Agreement

DUE DATE: March 26, 2008 @ 2:00pm

PAGE: 2 of 2

Response 11	Response 12	Response 13	Response 14	Response 15
RadGov 1500 W Cypress Creek Rd, Ste 415 Fort Lauderdale, FL 33309 (954)938-2800 (Phone) (954)938-2004 (Fax) Contact: Vinod Reddi	Robert Half International, Inc 301 E Pine Street, Ste 200 Orlando, FL 32801 (407)426-9438 (Phone) (407)246-0652 (Fax) Contact: William Pepper	SunPlus Data Group, Inc 3781 Presidential Pkwy Ste, 132 Atlanta, GA 30340 (770)455-3264 (Phone) (770)455-3265 (Fax) Contact: Sunny Duddilla	TEK Systems 3501 Quadrangle Blvd Ste, 105 Orlando, FL 32817 (407)736-8500 (Phone) (407)736-8590 (Fax) Contact: Scott Farber	TRC Staffing Services 6767 N Wickham Rd Ste 400 Melbourne, FL 32940 (407)260-5100 (Phone) (407)260-2506 (Fax) Contact: Joseph J. Nicolosi

Response 16	Response17			
Vitaver & Associates 2385 Executive Center Drive #100 Boca Raton, FL 33431 (954)382-0072 (Phone) (866) 251-8396 (Fax) Contact: Mary Vitaver	Volt Technical Resources 2487 Aloma Avenue Ste 200 Winter Park, FL 32792 (407)681-8850 (Phone) (407)681-8851 (Fax) Contact: Robert A. Johns			

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Tabulated by: Gladys Marrozos, Procurement Analyst – (Posted 3/27 /08)
 Evaluation Committee Meeting: March 31, 2008 @ 8:00 am
 Evaluation Committee Meeting rescheduled to: April 10, 2008 @11:00 am
 Recommendation of award: Robert Half; Cyberbest Tech; and TEK Systems – (Posted 4/10/2008)

**TEMPORARY PERSONNEL SERVICES AGREEMENT
(RFP-600367-08/GGM)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **CYBERBEST TECHNOLOGY, INC.**, duly authorized to conduct business in the State of Florida, whose address is 604 Courtland Street, Suite 121, Orlando, Florida 32804-1318, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONTRACTOR to provide temporary personnel services for the Information Technology Services Department in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of a  CONTRACTOR; and

WHEREAS, CONTRACTOR is competent and qualified to furnish temporary personnel services to COUNTY and desires to provide its services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services and perform those tasks as further described in the Scope of Services and Performance Work Statement attached hereto and incorporated herein as Exhibit A. CONTRACTOR shall also be bound by all requirements contained in the solicitation package and all addenda thereto.

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONTRACTOR under this Agreement

shall be in the form of written Release Orders issued and executed by COUNTY.

SECTION 3. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement fees as indicated in Exhibit B, attached hereto. CONTRACTOR shall perform all work required by the Scope of Services, but in no event shall CONTRACTOR be paid more than the negotiated fee amounts stated above.

(b) Payments shall be made to CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of CONTRACTOR's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR the approved amount.

(c) The total amount of compensation paid annually to the CONTRACTOR pursuant to this Agreement shall not exceed the amount budgeted by the COUNTY for temporary personal services for the Information Technology Services Department.

SECTION 4. BILLING AND PAYMENT.

(a) CONTRACTOR shall render to COUNTY at the close of each calendar month a properly dated and itemized invoice including, but not limited to, the following information:

- (1) The name and address of CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by CONTRACTOR for all services performed by CONTRACTOR during that month and for which COUNTY is being billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work

performed; and

(5) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Seminole County Information Technology Services Department
1101 E. First Street
Sanford, Florida 32771

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform, or have performed, an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) and of this Section and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) CONTRACTOR shall establish and maintain a reasonable accounting system which enables ready identification of CONTRACTOR's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this Agreement. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the

CONTRACTOR or its subcontractors as required to comply with this Section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR's place of business. The right to audit shall include the CONTRACTOR's subcontractors used to procure goods or services under this Agreement. CONTRACTOR shall ensure the COUNTY has these same rights with subcontractor(s) and suppliers.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section, reveals any overpayment by COUNTY under the terms of this Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 6. RESPONSIBILITY OF CONTRACTOR.

(a) CONTRACTOR shall be responsible for the professional quality of services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its services. 

(b) Neither COUNTY's review, approval, acceptance of, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and CONTRACTOR shall be and remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONTRACTOR's performance of any of the services furnished under this Agreement.

SECTION 7. BACKGROUND CHECKS AND DRUG SCREENINGS.

(a) Two (2) levels of background checks shall be performed by the CONTRACTOR on any temporary personnel it assigns to work for the COUNTY at any time. The Information Technology Services Department shall indicate which background check is appropriate for the position being filled and shall include the description and cost of the background

check as a line item on the delivery order.

Level One. The Level One background check shall include the following information from the past five (5) years:

Identification verification;
Selective Service Status (registered/unregistered);
Florida Department of Law Enforcement (FDLE) Automated Criminal Record;
Clerk of Courts by County of residence;
State Attorney's Office;
Employment verification;
Department of Motor Vehicles (DMV) by State of residence;
Military service verification;
Professional License and Certification check.

Level Two. The Level Two background check shall include all of the Level One checks with the addition of the following for the past ten (10) years:

Fingerprint check;
Credit/fraud check.

All background checks shall be accomplished and submitted to the authorized COUNTY representative within five (5) working days from request to supply candidates. 

Background checks shall be re-performed on any temporary employee who has not worked on a COUNTY assignment for more than ninety (90) days. It is the responsibility of the vendor to track the assignments at the COUNTY for each of their employees to insure compliance with this requirement.

(b) The following drug screen shall be performed by the CONTRACTOR on any temporary personnel it assigns to work for the COUNTY at any time: Five panel drug screen to include amphetamines, cocaine metabolites, marijuana metabolites, opiate metabolites and phencyclidine.

All drug screens shall be accomplished and submitted to the authorized COUNTY representative within forty-eight (48) hours from request to supply candidates.

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for one (1) year. At the option of the parties, this Agreement may be extended for four (4) additional one (1) year terms.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill CONTRACTOR's Agreement obligations. Upon receipt of such notice, CONTRACTOR shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process. 

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination. CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to, acts of God

or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 11. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide

employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate this Agreement at its discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 12. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 13. SUBCONTRACTORS. In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 14. INDEMNIFICATION OF COUNTY.

(a) CONTRACTOR agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR whether caused by CONTRACTOR or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

(b) The provisions of Florida Statue 768.28 applicable to Seminole County, Florida apply in full to this Agreement. Any legal

actions to recover monetary damages in tort for injury or loss of property, personal injury or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

(c) The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

(d) Provided, however, if the Agreement between the COUNTY and the CONTRACTOR is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the CONTRACTOR to defend, indemnify or hold harmless the COUNTY shall be limited to  an obligation to indemnify or hold harmless the COUNTY, its officers and employees from liability damages, losses and costs, including but not limited to reasonable attorneys fees, to the extent caused by the negligence, reckless or intentionally wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

SECTION 15. INSURANCE.

(a) General. CONTRACTOR shall, at CONTRACTOR's own cost, procure the insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability and Business Auto). COUNTY, its officials, officers,

and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of the statement on the Certificate, CONTRACTOR shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement  and that the insurance is in full compliance with the requirements of this Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at CONTRACTOR's sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR

and shall be maintained in force until this Agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the sub-CONTRACTOR's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers'  Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state laws.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition

of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).



(4) Business Auto Policy

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be

maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability ~~required~~ by this Agreement shall be provided on an occurrence rather  than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or agents of liability from any obligation under this Section or any other portions of this Agreement.

SECTION 16. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or

otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator  selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 17. REPRESENTATIVE OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 20. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain an independent CONTRACTOR with respect to all services performed under this Agreement.

SECTION 21. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment com-

pensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 22. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 23. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 24. NOTICES. Whenever either party desires to give notice unto the other, it must  be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Information Technology Services Department
1101 E. First Street
Sanford, FL 32771

For CONTRACTOR:

Cyberbest Technology, Inc.
604 Courtland Street, Suite 121
Orlando, Florida 32804-1318

SECTION 25. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition to any other

rights and remedies provided by law.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 27. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes as over 5 percent) either directly or indirectly, in the business of CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

CYBERBEST TECHNOLOGY, INC.

, Secretary

By: _____
, President

[CORPORATE SEAL]

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
4/15/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-600367 CYBERBEST.doc



Attachment:

- Exhibit A - Scope of Services
- Exhibit B - Rate Schedule

EXHIBIT "A"

Section 1 – General Description of Services

Scope of Work: A Temporary Personnel Services to provide qualified personnel for Information Technology Services on an as needed basis. Qualifications must include the following:

- Knowledge of industry standard software development life cycle.
- Knowledge of software development languages and web development tools.
- Ability to analyze, design, development, test, and deploy an application from conception to implementation.
- Fill qualified positions as detailed in the following job descriptions:
 1. Business Process Analyst
 2. Project Manager
 3. Senior Software Developer
 4. Software Developer
 5. Support Analyst

Normal working hours in Seminole County are 8:00 am to 5:00 pm Monday thru Friday. However, working hours and days may vary depending upon departmental requirements.

Agency shall insure that all temporary personnel filling the requirements of this contract report to their workplace dressed in the proper attire for the position being filled.

Any Temporary Personnel may be hired by the County on a part-time or full-time basis after (90) days of continuous temporary employment without a fee paid to the providing agency.

The County shall have the right of approval and refusal of any Temporary Personnel. In the instance of an unsatisfactory or unqualified person being assigned, that person may be dismissed from his/her duties immediately and if deemed necessary escorted from County property. If dismissed before commencing work, billing for those Temporary Personnel shall not be accepted.

Temporary Personnel may be dismissed from his/her assignment for infractions including, but not limited to; use of alcohol or controlled substances while on duty, using profanity or being verbally abusive, disobedience of reasonable directions given by Seminole County personnel, violation of safety rules and regulations and misuse of County property.

No Temporary Personnel shall operate a County owned motor vehicle on any public roadway.

Software Developer

General Functions

- Ability to multi-task.
- Communicates effectively both orally and in writing.
- Develops effective systems to meet the identified requirements of user departments.
- Designs, develops, documents, and tests programming.

Minimum Qualifications

- Bachelor's Degree in Information Technology or equivalent.
- Two (2) years of programming experience, or an equivalent combination of education and experience.
- Or a combination of related experience and education.

Technical Requirements

- Knowledge of systems and programming techniques in an interactive environment.
- Experience in web application development using Visual Basic, ASP.Net, AJAX, SQL Server, and Crystal Reports.
- PC software skills including knowledge of Microsoft Access, Word, Excel and Outlook.
- Knowledge of software for word processing, database, and web development, graphic design and web monitoring tools.
- Knowledge of web server software such as IIS.

Senior Software Developer

General Functions

- Ability to multi-task.
- Communicates effectively both orally and in writing.
- Maintains regular customer contact to ensure awareness of information system needs and cyclic requirements, and offers improvements utilizing new technology solutions.
- Evaluates user requests for new or modified applications and programs to determine feasibility, cost, and time requirements, compatibility with current systems, and computer capabilities.
- Develops effective systems to meet the identified requirements of user departments.
- Performs system planning, database design, specification design, and design layouts of computer programs.

Minimum Qualifications

- Bachelor's Degree in Information Technology or equivalent.
- Five (5) years of programming experience, or an equivalent combination of education and experience.
- Or a combination of related experience and education.

Technical Requirements

- Considerable knowledge of systems and programming techniques in an interactive environment.
- Experience in web application development using Visual Basic, ASP.Net, AJAX, SQL Server, and Crystal Reports.
- PC software skills including knowledge of Microsoft Access, Word, Excel and Outlook.
- Knowledge of software for word processing, database, and web development, graphic design and web monitoring tools.

- Knowledge of network Internet security procedures and methods and of operating characteristics, capabilities and limitations of local and wide area networks, computer equipment and operating systems.
- Knowledge of configuration of services and development tools residing on servers.
- Knowledge of GIS file formats and mapping products.
- Knowledge of web server software such as IIS.

Support Analyst

General Functions

- Ability to multi-task.
- Excellent verbal and written communications skills.
- Ability to interpret and analyze computer error messages.
- Coordination and/or facilitation of training classes.
- Providing application customer support, training, application testing and quality assurance testing; preparation of effective technical documents and training materials.
- Design and creation of reports.
- Coordination of application implementations.

Minimum Qualifications

- Associate's Degree in Information Technology or equivalent.
- Two (2) years of related experience, or equivalent combination of education and experience.
- Or a combination of related experience and education.

Technical Requirements

- Provide in-depth knowledge of systems, applications, business practices and procedures, computer programming and data processing fundamentals.
- Strong ability with database analysis using SQL.
- Possess a thorough knowledge of integration testing and quality assurance testing of applications.
- PC software skills including knowledge of Microsoft Access, Word, Excel and Outlook.
- Management of software configurations such as security, workflow and others.

Business Process Analyst

General Functions

- Leverage robust business management techniques to develop/maintain IT and enterprise process architecture.
- Perform valid and reliable research to baseline existing processes and utilize advanced process tools to measure, analyze, improve, and control new/re-tooled processes.
- Must possess the ability to translate the "needs of the customer" and the "voice of the business" into lean processes that satisfy both.
- Serve as a liaison between business units, technology teams, and support teams.
- Facilitate stakeholder teams to develop "best in class" processes that add value to county services and result in measurable successes.

Minimum Qualifications

- Masters certificate or certification in business process management or analysis.
- Bachelor's Degree in Information Technology or equivalent.
- Two (2) years of related experience, or equivalent combination of education and experience.
- Or a combination of related experience and education.

Minimum Qualifications

- Documented success in applying business process management tools (TQM, Six Sigma, Lean, BPM, etc...) to complex IT and "end to end" projects.
- Demonstrated technical writing skills.
- Foundational understanding of Information Technology development and operational processes.
- Strong analytical and product management skills.
- Formal training in business process management, including workflow analysis.
- Ability to lead and communicate professionally with multi-level, interdepartmental teams.
Preferred
- Masters certificate or certification in business process management or analysis.
- An applied understanding of ITIL standards.
- Experience in PMI based project management.

Project Manager

General Functions

- Plan/manage the delivery of IT systems and departmental solutions, including associated application technical support services in support of business objectives and ongoing operations.
- Responsibilities include systems and project planning, estimating, execution, monitoring, and close out phases via a formal project management process.
- Deliverables include managing simultaneous projects while meeting/exceeding schedule, scope, and cost targets.
- Work closely with functional teams to ensure the efficiency and effectiveness of systems solutions deployed.
- Responsible for application staff development and technology vendor relationship management.

Minimum Qualifications

- Project Management Professional (PMP) certification.
- Bachelor's Degree in Information Technology or equivalent.
- Two (2) years of related experience, or equivalent combination of education and experience.
- Or a combination of related experience and education.

Minimum Qualifications

- Demonstrated knowledge of PMI based project management concepts.
- An established record of successes in managing complex IT projects.
- Formal project management training.
- Excellent organizational communication skills.
- Excellent facilitative leadership skills.
- Ability to meet/exceed stretch objectives within compressed timelines.
- An applied understanding of ITIL standards.
- Experience in business process management.

EXHIBIT "B"

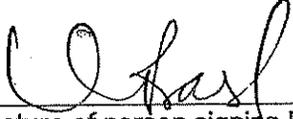
Price proposal Forms

PROJECT: Temporary Personnel Services Agreement

COUNTY CONTRACT NO. RFP-600367-08/GGM

DESCRIPTION	HOURLY RATE	ESTIMATED USAGE	ANNUAL PRICE
Support Analyst	50.00	2080	104,000.00
Software Developer	55.00	2080	114,400.00
Sr. Software Developer	65.00	2080	135,200.00
Project Manager	85.00	2080	176,800.00
Business Process Analyst	75.00	2080	156,000.00
		TOTAL ESTIMATED BID	686,400.00

CyberBest Technology Inc.
(Name of PROPOSER)


(Signature of person signing FORM)

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners
Seminole County, Florida
PURCHASE ORDER

Page 1

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
MUST REFERENCE THIS PURCHASE ORDER NUMBER

S
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COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD FL 32771

V
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N
D
O
R

ORDER TYPE

ORDER DATE

REQ. NUMBER

ANALYST

VENDOR NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND
CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
					

REQUESTING
DEPT/DIV

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

**TEMPORARY PERSONNEL SERVICES AGREEMENT
(RFP-600367-08/GGM)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **ROBERT HALF INTERNATIONAL**, duly authorized to conduct business in the State of Florida, whose address is 301 E. Pine Street, #200, Orlando, Florida 32801, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONTRACTOR to provide temporary personnel services for the Information Technology Services Department in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of a CONTRACTOR; and

WHEREAS, CONTRACTOR is competent and qualified to furnish temporary personnel services to COUNTY and desires to provide its services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services and perform those tasks as further described in the Scope of Services and Performance Work Statement attached hereto and incorporated herein as Exhibit A. CONTRACTOR shall also be bound by all requirements contained in the solicitation package and all addenda thereto.

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONTRACTOR under this Agreement

shall be in the form of written Release Orders issued and executed by COUNTY.

SECTION 3. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement fees as indicated in Exhibit B, attached hereto. CONTRACTOR shall perform all work required by the Scope of Services, but in no event shall CONTRACTOR be paid more than the negotiated fee amounts stated above.

(b) Payments shall be made to CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of CONTRACTOR's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR the approved amount.

(c) The total amount of compensation paid annually to the CONTRACTOR pursuant to this Agreement shall not exceed the amount budgeted by the COUNTY for temporary personal services for the Information Technology Services Department.

SECTION 4. BILLING AND PAYMENT.

(a) CONTRACTOR shall render to COUNTY at the close of each calendar month a properly dated and itemized invoice including, but not limited to, the following information:

- (1) The name and address of CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by CONTRACTOR for all services performed by CONTRACTOR during that month and for which COUNTY is being billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work

performed; and

(5) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Seminole County Information Technology Services Department
1101 E. First Street
Sanford, Florida 32771

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform, or have performed, an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) and of this Section and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) CONTRACTOR shall establish and maintain a reasonable accounting system which enables ready identification of CONTRACTOR's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this Agreement. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the

CONTRACTOR or its subcontractors as required to comply with this Section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR's place of business. The right to audit shall include the CONTRACTOR's subcontractors used to procure goods or services under this Agreement. CONTRACTOR shall ensure the COUNTY has these same rights with subcontractor(s) and suppliers.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section, reveals any overpayment by COUNTY under the terms of this Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 6. RESPONSIBILITY OF CONTRACTOR.

(a) CONTRACTOR shall be responsible for the professional quality of services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its services. 

(b) Neither COUNTY's review, approval, acceptance of, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and CONTRACTOR shall be and remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONTRACTOR's performance of any of the services furnished under this Agreement.

SECTION 7. BACKGROUND CHECKS AND DRUG SCREENINGS.

(a) Two (2) levels of background checks shall be performed by the CONTRACTOR on any temporary personnel it assigns to work for the COUNTY at any time. The Information Technology Services Department shall indicate which background check is appropriate for the position being filled and shall include the description and cost of the background

check as a line item on the delivery order.

Level One. The Level One background check shall include the following information from the past five (5) years:

Identification verification;
Selective Service Status (registered/unregistered);
Florida Department of Law Enforcement (FDLE) Automated Criminal Record;
Clerk of Courts by County of residence;
State Attorney's Office;
Employment verification;
Department of Motor Vehicles (DMV) by State of residence;
Military service verification;
Professional License and Certification check.

Level Two. The Level Two background check shall include all of the Level One checks with the addition of the following for the past ten (10) years:

Fingerprint check;
Credit/fraud check.

All background checks shall be accomplished and submitted to the authorized COUNTY representative within five (5) working days from request to supply candidates. 

Background checks shall be re-performed on any temporary employee who has not worked on a COUNTY assignment for more than ninety (90) days. It is the responsibility of the vendor to track the assignments at the COUNTY for each of their employees to insure compliance with this requirement.

(b) The following drug screen shall be performed by the CONTRACTOR on any temporary personnel it assigns to work for the COUNTY at any time: Five panel drug screen to include amphetamines, cocaine metabolites, marijuana metabolites, opiate metabolites and phencyclidine.

All drug screens shall be accomplished and submitted to the authorized COUNTY representative within forty-eight (48) hours from request to supply candidates.

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for one (1) year. At the option of the parties, this Agreement may be extended for four (4) additional one (1) year terms.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill CONTRACTOR's Agreement obligations. Upon receipt of such notice, CONTRACTOR shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process. 

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination. CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to, acts of God

or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 11. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide

employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate this Agreement at its discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 12. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 13. SUBCONTRACTORS. In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 14. INDEMNIFICATION OF COUNTY.

(a) CONTRACTOR agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR whether caused by CONTRACTOR or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

(b) The provisions of Florida Statue 768.28 applicable to Seminole County, Florida apply in full to this Agreement. Any legal

actions to recover monetary damages in tort for injury or loss of property, personal injury or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

(c) The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

(d) Provided, however, if the Agreement between the COUNTY and the CONTRACTOR is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the CONTRACTOR to defend, indemnify or hold harmless the COUNTY shall be limited to  an obligation to indemnify or hold harmless the COUNTY, its officers and employees from liability damages, losses and costs, including but not limited to reasonable attorneys fees, to the extent caused by the negligence, reckless or intentionally wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

SECTION 15. INSURANCE.

(a) General. CONTRACTOR shall, at CONTRACTOR's own cost, procure the insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability and Business Auto). COUNTY, its officials, officers,

and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of the statement on the Certificate, CONTRACTOR shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement  and that the insurance is in full compliance with the requirements of this Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at CONTRACTOR's sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR

and shall be maintained in force until this Agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the sub-CONTRACTOR's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state laws.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition

of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).



(4) Business Auto Policy.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be

maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or agents of liability from any obligation under this Section or any other portions of this Agreement.

SECTION 16. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or

otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator  selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 17. REPRESENTATIVE OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 20. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain an independent CONTRACTOR with respect to all services performed under this Agreement.

SECTION 21. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment com-

pensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 22. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 23. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 24. NOTICES. Whenever either party desires to give notice unto the other, it must  be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Information Technology Services Department
1101 E. First Street
Sanford, FL 32771

For CONTRACTOR:

Robert Half International
301 E. Pine Street, #200
Orlando, FL 32801

SECTION 25. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition to any other

rights and remedies provided by law.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 27. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes as over 5 percent) either directly or indirectly, in the business of CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ROBERT HALF INTERNATIONAL

Witness

By: _____

Print Name

Print Name

Witness

Title: _____

Print Name

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

Approved as to form and
legal sufficiency.



County Attorney
AC/lpk
4/15/08
P:\Users\Legal Secretary CSE\Purchasing 2008\Agreements\RFP-600367-RHI.doc

Attachment:
Exhibit A - Scope of Services
Exhibit B - Rate Schedule

EXHIBIT "A"

Section 1 – General Description of Services

Scope of Work: A Temporary Personnel Services to provide qualified personnel for Information Technology Services on an as needed basis. Qualifications must include the following:

- Knowledge of industry standard software development life cycle.
- Knowledge of software development languages and web development tools.
- Ability to analyze, design, development, test, and deploy an application from conception to implementation.
- Fill qualified positions as detailed in the following job descriptions:
 1. Business Process Analyst
 2. Project Manager
 3. Senior Software Developer
 4. Software Developer
 5. Support Analyst

Normal working hours in Seminole County are 8:00 am to 5:00 pm Monday thru Friday. However, working hours and days may vary depending upon departmental requirements.

Agency shall insure that all temporary personnel filling the requirements of this contract report to their workplace dressed in the proper attire for the position being filled.

Any Temporary Personnel may be hired by the County on a part-time or full-time basis after (90) days of continuous temporary employment without a fee paid to the providing agency.

The County shall have the right of approval and refusal of any Temporary Personnel. In the instance of an unsatisfactory or unqualified person being assigned, that person may be dismissed from his/her duties immediately and if deemed necessary escorted from County property. If dismissed before commencing work, billing for those Temporary Personnel shall not be accepted.

Temporary Personnel may be dismissed from his/her assignment for infractions including, but not limited to; use of alcohol or controlled substances while on duty, using profanity or being verbally abusive, disobedience of reasonable directions given by Seminole County personnel, violation of safety rules and regulations and misuse of County property.

No Temporary Personnel shall operate a County owned motor vehicle on any public roadway.

Software Developer

General Functions

- Ability to multi-task.
- Communicates effectively both orally and in writing.
- Develops effective systems to meet the identified requirements of user departments.
- Designs, develops, documents, and tests programming.

Minimum Qualifications

- Bachelor's Degree in Information Technology or equivalent.
- Two (2) years of programming experience, or an equivalent combination of education and experience.
- Or a combination of related experience and education.

Technical Requirements

- Knowledge of systems and programming techniques in an interactive environment.
- Experience in web application development using Visual Basic, ASP.Net, AJAX, SQL Server, and Crystal Reports.
- PC software skills including knowledge of Microsoft Access, Word, Excel and Outlook.
- Knowledge of software for word processing, database, and web development, graphic design and web monitoring tools.
- Knowledge of web server software such as IIS.

Senior Software Developer

General Functions

- Ability to multi-task.
- Communicates effectively both orally and in writing.
- Maintains regular customer contact to ensure awareness of information system needs and cyclic requirements, and offers improvements utilizing new technology solutions.
- Evaluates user requests for new or modified applications and programs to determine feasibility, cost, and time requirements, compatibility with current systems, and computer capabilities.
- Develops effective systems to meet the identified requirements of user departments.
- Performs system planning, database design, specification design, and design layouts of computer programs.

Minimum Qualifications

- Bachelor's Degree in Information Technology or equivalent.
- Five (5) years of programming experience, or an equivalent combination of education and experience.
- Or a combination of related experience and education.

Technical Requirements

- Considerable knowledge of systems and programming techniques in an interactive environment.
- Experience in web application development using Visual Basic, ASP.Net, AJAX, SQL Server, and Crystal Reports.
- PC software skills including knowledge of Microsoft Access, Word, Excel and Outlook.
- Knowledge of software for word processing, database, and web development, graphic design and web monitoring tools.

- Knowledge of network Internet security procedures and methods and of operating characteristics, capabilities and limitations of local and wide area networks, computer equipment and operating systems.
- Knowledge of configuration of services and development tools residing on servers.
- Knowledge of GIS file formats and mapping products.
- Knowledge of web server software such as IIS.

Support Analyst

General Functions

- Ability to multi-task.
- Excellent verbal and written communications skills.
- Ability to interpret and analyze computer error messages.
- Coordination and/or facilitation of training classes.
- Providing application customer support, training, application testing and quality assurance testing; preparation of effective technical documents and training materials.
- Design and creation of reports.
- Coordination of application implementations.

Minimum Qualifications

- Associate's Degree in Information Technology or equivalent.
- Two (2) years of related experience, or equivalent combination of education and experience.
- Or a combination of related experience and education.

Technical Requirements

- Provide in-depth knowledge of systems, applications, business practices and procedures, computer programming and data processing fundamentals.
- Strong ability with database analysis using SQL.
- Possess a thorough knowledge of integration testing and quality assurance testing of applications.
- PC software skills including knowledge of Microsoft Access, Word, Excel and Outlook.
- Management of software configurations such as security, workflow and others.

Business Process Analyst

General Functions

- Leverage robust business management techniques to develop/maintain IT and enterprise process architecture.
- Perform valid and reliable research to baseline existing processes and utilize advanced process tools to measure, analyze, improve, and control new/re-tooled processes.
- Must possess the ability to translate the "needs of the customer" and the "voice of the business" into lean processes that satisfy both.
- Serve as a liaison between business units, technology teams, and support teams.
- Facilitate stakeholder teams to develop "best in class" processes that add value to county services and result in measurable successes.

Minimum Qualifications

- Masters certificate or certification in business process management or analysis.
- Bachelor's Degree in Information Technology or equivalent.
- Two (2) years of related experience, or equivalent combination of education and experience.
- Or a combination of related experience and education.

Minimum Qualifications

- Documented success in applying business process management tools (TQM, Six Sigma, Lean, BPM, etc...) to complex IT and "end to end" projects.
- Demonstrated technical writing skills.
- Foundational understanding of Information Technology development and operational processes.
- Strong analytical and product management skills.
- Formal training in business process management, including workflow analysis.
- Ability to lead and communicate professionally with multi-level, interdepartmental teams.
Preferred
- Masters certificate or certification in business process management or analysis.
- An applied understanding of ITIL standards.
- Experience in PMI based project management.

Project Manager

General Functions

- Plan/manage the delivery of IT systems and departmental solutions, including associated application technical support services in support of business objectives and ongoing operations.
- Responsibilities include systems and project planning, estimating, execution, monitoring, and close out phases via a formal project management process.
- Deliverables include managing simultaneous projects while meeting/exceeding schedule, scope, and cost targets.
- Work closely with functional teams to ensure the efficiency and effectiveness of systems solutions deployed.
- Responsible for application staff development and technology vendor relationship management.

Minimum Qualifications

- Project Management Professional (PMP) certification.
- Bachelor's Degree in Information Technology or equivalent.
- Two (2) years of related experience, or equivalent combination of education and experience.
- Or a combination of related experience and education.

Minimum Qualifications

- Demonstrated knowledge of PMI based project management concepts.
- An established record of successes in managing complex IT projects.
- Formal project management training.
- Excellent organizational communication skills.
- Excellent facilitative leadership skills.
- Ability to meet/exceed stretch objectives within compressed timelines.
- An applied understanding of ITIL standards.
- Experience in business process management.

EXHIBIT "B"

Price proposal Forms

PROJECT: Temporary Personnel Services Agreement

COUNTY CONTRACT NO. RFP-600367-08/GGM

DESCRIPTION	HOURLY RATE	ESTIMATED USAGE	ANNUAL PRICE
Support Analyst	\$ 25.00	2080	52,000
Software Developer	\$ 42.00	2080	87,360
Sr. Software Developer	\$ 48.00	2080	99,840
Project Manager	\$ 43.00	2080	89,440
Business Process Analyst	\$ 37.00	2080	76,960
TOTAL ESTIMATED BID			405,600

Robert Half International, Inc
 (Name of PROPOSER) dba


 (Signature of person signing FORM)

Robert Half Technology

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
 FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners
 Seminole County, Florida
PURCHASE ORDER

Page 1

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
 MUST REFERENCE THIS PURCHASE ORDER NUMBER.

S
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D

COUNTY SERVICES BUILDING
 1101 EAST FIRST STREET
 SANFORD FL 32771

R
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ORDER TYPE
 ORDER DATE
 REQ. NUMBER
 ANALYST
 VENDOR NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND
 CONTRACTS DIVISION
 1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
 SANFORD FLORIDA 32771
 PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
					

REQUESTING
 DEPT/DIV

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION
 POST OFFICE BOX 8080
 SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

 PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
 for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

**TEMPORARY PERSONNEL SERVICES AGREEMENT
(RFP-600367-08/GGM)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **TEK SYSTEMS**, duly authorized to conduct business in the State of Florida, whose address is 3501 Quadrangle Boulevard, #105, Orlando, Florida 32817, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONTRACTOR to provide temporary personnel services for the Information Technology Services Department in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of a CONTRACTOR; and

WHEREAS, CONTRACTOR is  competent and qualified to furnish temporary personnel services to COUNTY and desires to provide its services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services and perform those tasks as further described in the Scope of Services and Performance Work Statement attached hereto and incorporated herein as Exhibit A. CONTRACTOR shall also be bound by all requirements contained in the solicitation package and all addenda thereto.

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONTRACTOR under this Agreement shall be in the form of written Release Orders issued and executed by

COUNTY.

SECTION 3. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement fees as indicated in Exhibit B, attached hereto. CONTRACTOR shall perform all work required by the Scope of Services, but in no event shall CONTRACTOR be paid more than the negotiated fee amounts stated above.

(b) Payments shall be made to CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of CONTRACTOR's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR the approved amount.

(c) The total amount of compensation paid annually to the CONTRACTOR pursuant to this Agreement shall not exceed the amount budgeted by the COUNTY for temporary personal services for the Information Technology Services Department.

SECTION 4. BILLING AND PAYMENT.

(a) CONTRACTOR shall render to COUNTY at the close of each calendar month a properly dated and itemized invoice including, but not limited to, the following information:

- (1) The name and address of CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by CONTRACTOR for all services performed by CONTRACTOR during that month and for which COUNTY is being billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and

(5) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Seminole County Information Technology Services Department
1101 E. First Street
Sanford, Florida 32771

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform, or have performed, an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) and of this Section and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) CONTRACTOR shall establish and maintain a reasonable accounting system which enables ready identification of CONTRACTOR's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this Agreement. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its subcontractors as required to comply with this Section

for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR's place of business. The right to audit shall include the CONTRACTOR's subcontractors used to procure goods or services under this Agreement. CONTRACTOR shall ensure the COUNTY has these same rights with subcontractor(s) and suppliers.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section, reveals any overpayment by COUNTY under the terms of this Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 6. RESPONSIBILITY OF CONTRACTOR.

(a) CONTRACTOR shall be responsible for the professional quality of services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its services.

(b) Neither COUNTY's review,  approval, acceptance of, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and CONTRACTOR shall be and remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONTRACTOR's performance of any of the services furnished under this Agreement.

SECTION 7. BACKGROUND CHECKS AND DRUG SCREENINGS.

(a) Two (2) levels of background checks shall be performed by the CONTRACTOR on any temporary personnel it assigns to work for the COUNTY at any time. The Information Technology Services Department shall indicate which background check is appropriate for the position being filled and shall include the description and cost of the background check as a line item on the delivery order.

Level One. The Level One background check shall include the following information from the past five (5) years:

Identification verification;
Selective Service Status (registered/unregistered);
Florida Department of Law Enforcement (FDLE) Automated Criminal Record;
Clerk of Courts by County of residence;
State Attorney's Office;
Employment verification;
Department of Motor Vehicles (DMV) by State of residence;
Military service verification;
Professional License and Certification check.

Level Two. The Level Two background check shall include all of the Level One checks with the addition of the following for the past ten (10) years:

Fingerprint check;
Credit/fraud check.

All background checks shall be accomplished and submitted to the authorized COUNTY representative within five (5) working days from request to supply candidates.

Background checks shall be  performed on any temporary employee who has not worked on a COUNTY assignment for more than ninety (90) days. It is the responsibility of the vendor to track the assignments at the COUNTY for each of their employees to insure compliance with this requirement.

(b) The following drug screen shall be performed by the CONTRACTOR on any temporary personnel it assigns to work for the COUNTY at any time: Five panel drug screen to include amphetamines, cocaine metabolites, marijuana metabolites, opiate metabolites and phencyclidine.

All drug screens shall be accomplished and submitted to the authorized COUNTY representative within forty-eight (48) hours from request to supply candidates.

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for one (1) year. At the option of the parties, this Agreement may be extended for four (4) additional one (1) year terms.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill CONTRACTOR's Agreement obligations. Upon receipt of such notice, CONTRACTOR shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process. 

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination. CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to, acts of God

or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 11. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide

employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate this Agreement at its discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 12. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 13. SUBCONTRACTORS. In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 14. INDEMNIFICATION OF COUNTY.

(a) CONTRACTOR agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR whether caused by CONTRACTOR or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

(b) The provisions of Florida Statue 768.28 applicable to Seminole County, Florida apply in full to this Agreement. Any legal

actions to recover monetary damages in tort for injury or loss of property, personal injury or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

(c) The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

(d) Provided, however, if the Agreement between the COUNTY and the CONTRACTOR is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the CONTRACTOR to defend, indemnify or hold harmless the COUNTY shall be limited to  an obligation to indemnify or hold harmless the COUNTY, its officers and employees from liability damages, losses and costs, including but not limited to reasonable attorneys fees, to the extent caused by the negligence, reckless or intentionally wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

SECTION 15. INSURANCE.

(a) General. CONTRACTOR shall, at CONTRACTOR's own cost, procure the insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability and Business Auto). COUNTY, its officials, officers,

and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of the statement on the Certificate, CONTRACTOR shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement  and that the insurance is in full compliance with the requirements of this Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at CONTRACTOR's sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR

and shall be maintained in force until this Agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the sub-CONTRACTOR's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state laws.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition

of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(4) Business Auto Policy.



(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be

maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability ~~required~~ by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or agents of liability from any obligation under this Section or any other portions of this Agreement.

SECTION 16. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or

otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator  selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 17. REPRESENTATIVE OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 20. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain an independent CONTRACTOR with respect to all services performed under this Agreement.

SECTION 21. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment com-

pensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 22. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 23. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 24. NOTICES. Whenever either party desires to give notice unto the other, it must  be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Information Technology Services Department
1101 E. First Street
Sanford, FL 32771

For CONTRACTOR:

TEK Systems
3501 Quadrangle Boulevard, #105
Orlando, FL 32817

SECTION 25. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition to any other

rights and remedies provided by law.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 27. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes relating to  ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes as over 5 percent) either directly or indirectly, in the business of CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

TEK SYSTEMS

Witness

By: _____

Print Name

Print Name

Witness

Title: _____

Print Name

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

Approved as to form and
legal sufficiency.



County Attorney
AC/lpk
4/15/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-600367-TEK.doc

Attachment:
Exhibit A - Scope of Services
Exhibit B - Rate Schedule

EXHIBIT "A"

Section 1 – General Description of Services

Scope of Work: A Temporary Personnel Services to provide qualified personnel for Information Technology Services on an as needed basis. Qualifications must include the following:

- Knowledge of industry standard software development life cycle.
- Knowledge of software development languages and web development tools.
- Ability to analyze, design, development, test, and deploy an application from conception to implementation.
- Fill qualified positions as detailed in the following job descriptions:
 1. Business Process Analyst
 2. Project Manager
 3. Senior Software Developer
 4. Software Developer
 5. Support Analyst

Normal working hours in Seminole County are 8:00 am to 5:00 pm Monday thru Friday. However, working hours and days may vary depending upon departmental requirements.

Agency shall insure that all temporary personnel filling the requirements of this contract report to their workplace dressed in the proper attire for the position being filled.

Any Temporary Personnel may be hired by the County on a part-time or full-time basis after (90) days of continuous temporary employment without a fee paid to the providing agency.

The County shall have the right of approval and refusal of any Temporary Personnel. In the instance of an unsatisfactory or unqualified person being assigned, that person may be dismissed from his/her duties immediately and if deemed necessary escorted from County property. If dismissed before commencing work, billing for those Temporary Personnel shall not be accepted.

Temporary Personnel may be dismissed from his/her assignment for infractions including, but not limited to; use of alcohol or controlled substances while on duty, using profanity or being verbally abusive, disobedience of reasonable directions given by Seminole County personnel, violation of safety rules and regulations and misuse of County property.

No Temporary Personnel shall operate a County owned motor vehicle on any public roadway.

Software Developer

General Functions

- Ability to multi-task.
- Communicates effectively both orally and in writing.
- Develops effective systems to meet the identified requirements of user departments.
- Designs, develops, documents, and tests programming.

Minimum Qualifications

- Bachelor's Degree in Information Technology or equivalent.
- Two (2) years of programming experience, or an equivalent combination of education and experience.
- Or a combination of related experience and education.

Technical Requirements

- Knowledge of systems and programming techniques in an interactive environment.
- Experience in web application development using Visual Basic, ASP.Net, AJAX, SQL Server, and Crystal Reports.
- PC software skills including knowledge of Microsoft Access, Word, Excel and Outlook.
- Knowledge of software for word processing, database, and web development, graphic design and web monitoring tools.
- Knowledge of web server software such as IIS.

Senior Software Developer

General Functions

- Ability to multi-task.
- Communicates effectively both orally and in writing.
- Maintains regular customer contact to ensure awareness of information system needs and cyclic requirements, and offers improvements utilizing new technology solutions.
- Evaluates user requests for new or modified applications and programs to determine feasibility, cost, and time requirements, compatibility with current systems, and computer capabilities.
- Develops effective systems to meet the identified requirements of user departments.
- Performs system planning, database design, specification design, and design layouts of computer programs.

Minimum Qualifications

- Bachelor's Degree in Information Technology or equivalent.
- Five (5) years of programming experience, or an equivalent combination of education and experience.
- Or a combination of related experience and education.

Technical Requirements

- Considerable knowledge of systems and programming techniques in an interactive environment.
- Experience in web application development using Visual Basic, ASP.Net, AJAX, SQL Server, and Crystal Reports.
- PC software skills including knowledge of Microsoft Access, Word, Excel and Outlook.
- Knowledge of software for word processing, database, and web development, graphic design and web monitoring tools.

- Knowledge of network Internet security procedures and methods and of operating characteristics, capabilities and limitations of local and wide area networks, computer equipment and operating systems.
- Knowledge of configuration of services and development tools residing on servers.
- Knowledge of GIS file formats and mapping products.
- Knowledge of web server software such as IIS.

Support Analyst

General Functions

- Ability to multi-task.
- Excellent verbal and written communications skills.
- Ability to interpret and analyze computer error messages.
- Coordination and/or facilitation of training classes.
- Providing application customer support, training, application testing and quality assurance testing; preparation of effective technical documents and training materials.
- Design and creation of reports.
- Coordination of application implementations.

Minimum Qualifications

- Associate's Degree in Information Technology or equivalent.
- Two (2) years of related experience, or equivalent combination of education and experience.
- Or a combination of related experience and education.

Technical Requirements

- Provide in-depth knowledge of systems, applications, business practices and procedures, computer programming and data processing fundamentals.
- Strong ability with database analysis using SQL.
- Possess a thorough knowledge of integration testing and quality assurance testing of applications.
- PC software skills including knowledge of Microsoft Access, Word, Excel and Outlook.
- Management of software configurations such as security, workflow and others.

Business Process Analyst

General Functions

- Leverage robust business management techniques to develop/maintain IT and enterprise process architecture.
- Perform valid and reliable research to baseline existing processes and utilize advanced process tools to measure, analyze, improve, and control new/re-tooled processes.
- Must possess the ability to translate the "needs of the customer" and the "voice of the business" into lean processes that satisfy both.
- Serve as a liaison between business units, technology teams, and support teams.
- Facilitate stakeholder teams to develop "best in class" processes that add value to county services and result in measurable successes.

Minimum Qualifications

- Masters certificate or certification in business process management or analysis.
- Bachelor's Degree in Information Technology or equivalent.
- Two (2) years of related experience, or equivalent combination of education and experience.
- Or a combination of related experience and education.

Minimum Qualifications

- Documented success in applying business process management tools (TQM, Six Sigma, Lean, BPM, etc...) to complex IT and "end to end" projects.
- Demonstrated technical writing skills.
- Foundational understanding of Information Technology development and operational processes.
- Strong analytical and product management skills.
- Formal training in business process management, including workflow analysis.
- Ability to lead and communicate professionally with multi-level, interdepartmental teams.
- Preferred
- Masters certificate or certification in business process management or analysis.
- An applied understanding of ITIL standards.
- Experience in PMI based project management.

Project Manager

General Functions

- Plan/manage the delivery of IT systems and departmental solutions, including associated application technical support services in support of business objectives and ongoing operations.
- Responsibilities include systems and project planning, estimating, execution, monitoring, and close out phases via a formal project management process.
- Deliverables include managing simultaneous projects while meeting/exceeding schedule, scope, and cost targets.
- Work closely with functional teams to ensure the efficiency and effectiveness of systems solutions deployed.
- Responsible for application staff development and technology vendor relationship management.

Minimum Qualifications

- Project Management Professional (PMP) certification.
- Bachelor's Degree in Information Technology or equivalent.
- Two (2) years of related experience, or equivalent combination of education and experience.
- Or a combination of related experience and education.

Minimum Qualifications

- Demonstrated knowledge of PMI based project management concepts.
- An established record of successes in managing complex IT projects.
- Formal project management training.
- Excellent organizational communication skills.
- Excellent facilitative leadership skills.
- Ability to meet/exceed stretch objectives within compressed timelines.
- An applied understanding of ITIL standards.
- Experience in business process management.

RFP-600367-08/GGM **Price Proposal Forms****Project:** Temporary Personnel Services Agreement**County Contract No:** RFP-600367-08/GGM

DESCRIPTION	HOURLY RATE	ESTIMATED USAGE*	ANNUAL PRICE
Support Analyst	\$65.00	2080	\$135,200
Software Developer	\$66.00	2080	\$137,280
Sr. Software developer	\$72.00	2080	\$149,760
Project Manager	\$72.00	2080	\$149,760
Business Process Analyst	\$65.00	2080	\$135,200
	TOTAL ESTIMATED BID		\$707,200

* BASED ON A YEARLY USAGE

TEKsystems
Name of Proposer


Signature of person signing form

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners
Seminole County, Florida
PURCHASE ORDER

Page 1

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

SHIP TO

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD FL 32771

VENDOR

ORDER TYPE

ORDER DATE

REQ. NUMBER

ANALYST

VENDOR NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:
 FISCAL SERVICES DEPARTMENT - PURCHASING AND
 CONTRACTS DIVISION
 1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
 SANFORD FLORIDA 32771
 PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
 <p>SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE</p>					

REQUESTING DEPT/DIV

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
 CLERK - B.C.C. FINANCE DIVISION
 POST OFFICE BOX 8080
 SANFORD, FL 32772-0869
 Accts. Payable Inquiries - Phone (407) 665-7681

 PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
 for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

RFP-600367-08/GGM
Temporary Personnel Services
RANKING OF PROPOSALS

Proposer	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Total	Ranking
Military Employment	1	2	2	1	6	5
Express Personnel	X	X	X	X	X	X
Robert Half International	3	2	1	2	8	3
Moten Tate	1	2	1	1	5	6
Kelly Services	X	X	X	X	X	X
TRC Staffing	X	X	X	X	X	X
SunPlus Data Group	1	1	1	1	4	7
Candotech Consulting	1	1	1	1	4	7
Adil Business Systems	2	1	2	2	7	4
PMH Resources	1	2	2	1	6	5
RadGov	1	1	2	1	5	6
Materials Software Sys.	1	1	1	1	4	7
Volt Tech Resources	X	X	X	X	X	X
Cyberbest Tech.	1.5	2	2	3	8.5	2
TEK Systems	3	2	2	3	10	1
Vitaver & Assoc.	1	1	1	1	4	7
Ciber	1	1	1	1	4	7

“X” = Firm is located outside the Central Florida Area and/or does not have a local office, local experience/expertise.

Evaluation Key:

Highly Acceptable = 3

Acceptable = 2

Marginal = 1

Unsatisfactory = 0

Evaluation Criteria:

Qualifications and Experience

Ability to Perform

Price Proposal

The Evaluation Team Recommends award of this project to:

Tek System; Cyberbest Tech; and Robert Half

Evaluators:

Evaluator #1 – Linda Moore

Evaluator #2 – Chris Pedersen

Evaluator #3 – Melvin Barnes

Evaluator #4 –Jacqui Greaves

RFP for Contractors

VENDORS

ADIL BUSINESS SYSTEMS

LINDA MOORE

Past Performance: Experienced company.

Qualifications/Resumes: Have concerns about not having a local office and attracting local candidates.

Fee Proposal: Reasonable.
Ranking: 1

CANDOTECH CONSULTING, INC.

Past Performance: Unknown company.

Qualifications/Resumes: Have concerns about not having a local office and attracting local candidates.

Fee Proposal: Reasonable. Did not provide salary information.
Ranking: 1

CIBER, INC.

Past Performance: Unknown company.

Qualifications/Resumes: Resumes look fine.

Fee Proposal: Expensive.

Ranking: 1

CYBERBEST TECHNOLOGY, INC.

Past Performance: Well known company.

Qualifications/Resumes: Resumes look fine.

Fee Proposal: Reasonable.

Ranking: 1.5

JACQUI GREAVES

Past Performance: Seems to be a good option

Qualifications/Resumes: Have concerns about providing local candidates and being able to resolve issues timely due to distance.

Fee Proposal: Reasonable
Ranking: 1

Past Performance: No familiar with this company

Qualifications/Resumes: Have concerns about providing local candidates and being able to resolve issues timely due to distance. Did not provide salary information

Fee Proposal: Reasonable

Ranking: 1

Past Performance: No familiar with this company.

Qualifications/Resumes: Resumes look good

Fee Proposal: Pricing outside of our feasible ranges

Ranking: 1

Past Performance: Not familiar with this company.

Qualifications/Resumes: Resumes are acceptable

Fee Proposal: Reasonable

Ranking: 3

MELVIN BARNES

Past Performance: Met Qualifications

Qualifications/Resumes: Met qualifications, concern about the ability to provide local candidates

Fee Proposal: Reasonable
Ranking: 1

Past Performance: Met Qualifications

Qualifications/Resumes: Met qualifications

Fee Proposal: Did not respond to salary request when asked.

Ranking: 1

Past Performance: Met Qualifications

Qualifications/Resumes: Met Qualifications

Fee Proposal: Pricing outside of our feasible ranges

Ranking: 1

Past Performance: Met Qualifications

Qualifications/Resumes: Resumes are acceptable, however not in correct section

Fee Proposal: Fees are reasonable

Ranking: 2

CHRIS PEDERSEN

Past Performance: Everything was in order. They have experience and understand the scope.

Qualifications/Resumes: Resumes all had qualifications, but there is concern about getting applicants locally. The resumes did not seem to be from local candidates.

Fee Proposal: Reasonable
Ranking: 1

Past Performance: Seemed to meet basic requirements.

Qualifications/Resumes: Concerns about location of candidates in resumes provided

Fee Proposal: Reasonable. Did not provide salary information after being requested.

Ranking: 1

Past Performance: Seemed to meet basic requirements.

Qualifications/Resumes: Resumes appear acceptable.

Fee Proposal: Pricing is not competitive with other proposals

Ranking: 1

Past Performance: Appear to have available staff to place.

Qualifications/Resumes: Resumes appear acceptable.

Fee Proposal: Reasonable

Ranking: 2

RFP for Contractors

EXPRESS PERSONNEL

Past Performance: Unknown company.
Qualifications/Resumes: Resumes were not provided.

Fee Proposal: Reasonable but the pay for some positions is low.

Past Performance: No familiar with this company.
Qualifications/Resumes: Resumes were not provided

Fee Proposal: Concerned that the fees are such that we would not be able to find or keep quality candidates.

Past Performance: Insufficient materials
Qualifications/Resumes: Incomplete

Fee Proposal: Rates are low. There is concern as to whether or not they can recruit qualified personnel.

Past Performance: Limited information provided.
Qualifications/Resumes: Not a lot of information provided. No resume examples provided as requested in the RFP.
Fee Proposal: Concerned about attracting quality talent

KELLY SERVICES

Ranking: 1
Past Performance: Well known company.

Qualifications/Resumes: Resumes were not provided.

Fee Proposal: Reasonable but the pay for some positions is low.

Ranking: 1
Past Performance: Unknown company.

Qualifications/Resumes: Have concerns about not having a local office and attracting local candidates.
Fee Proposal: Reasonable.

Ranking: 1
Past Performance: A well known company. Not sure about IT talent pool.

Qualifications/Resumes: No position resumes were provided as requested in the RFP.

Fee Proposal: Reasonable

Ranking: 1
Past Performance: Not familiar with this company.

Qualifications/Resumes: Resumes did not reflect local candidates.

Fee Proposal: Fees are very competitive. There is concern about ability to get local staffing.

Ranking: 1
Past Performance: Not familiar with this company.

Qualifications/Resumes: There are concerns about the location being outside of the Orlando area.

Ranking: 1
Past Performance: Resumes for staff firm not listed in past performance

Qualifications/Resumes: No position resumes were provided as requested in the RFP.

Fee Proposal: Reasonable, with regards to a few positions (low)

Ranking: 1
Past Performance: Only provided 5 references, RFP stated six. No resumes provided in section as requested

Qualifications/Resumes: no resumes that reflected local candidates

Fee: Met qualifications with some questions

Ranking: 1
Past Performance: Met Qualifications (very nice organized package)

Qualifications/Resumes: Met qualifications, however there is some concern regarding them being outside of the CF area.

Ranking: 1
Past Performance: Seemed to meet basic requirements.

Qualifications/Resumes: No position resumes were provided as requested in the RFP.

Fee Proposal: Reasonable

Ranking: 1
Past Performance: Seemed to meet basic requirements.

Qualifications/Resumes: Resumes did not reflect local candidates. There is concern about ability to get local staffing.

Fee Proposal: Reasonable.

Ranking: 1
Past Performance: Seemed to meet basic requirements.

Qualifications/Resumes: There are concerns about the location being outside of the Orlando area.

MATERIALS SOFTWARE

MILITARY EMPLOYMENT

RFP for Contractors

Fee Proposal: Reasonable but the pay for some positions is low.

Ranking: 1

Fee Proposal: Fees are competitives, but some seem like they might be low. There are concerns about attracting quality talent.

Ranking: 1

Fee Proposal: Fees are low. There is concern about their ability to recruit qualified personnel @ their rates

Ranking: 1

Fee Proposal: Fees are competitives, but some seem like they might be low. There are concerns about attracting quality talent.

Ranking: 1

RFP for Contractors

MOTEN TATE, INC.

Past Performance: Unknown company.

Qualifications/Resumes: Resumes look fine.

Fee Proposal: Expensive.

Ranking: 1

Past Performance: Known company.

Qualifications/Resumes: Resumes look fine.

Fee Proposal: Reasonable.

Ranking: 1

Past Performance: Unknown company.

Qualifications/Resumes: Have concerns about not having a local office and attracting local candidates.

Fee Proposal: Reasonable.

Ranking: 1

Past Performance: Well known company.

Qualifications/Resumes: Resumes look fine.

Past Performance: Unknown company

Qualifications/Resumes: concerned about the quality of the staff and stability due to salaries

Fee Proposal: Reasonable

Ranking: 1

Past Performance: Have worked with in the past and have a good reputation. Have worked for the Seminole County Sheriff's Office and other county agencies in the past and currently.

Qualifications/Resumes: Resumes are acceptable

Fee Proposal: Pricing structure was a concern

Ranking: 1

Past Performance: Not familiar with this company

Qualifications/Resumes: Have concerns about providing local candidates and being able to resolve issues timely due to distance.

Fee Proposal: Reasonable

Ranking: 1

Past Performance: Have worked with in the past and have a good reputation. Have worked for the Seminole County Sheriff's Office and other county agencies in the past and currently.

Qualifications/Resumes: Resumes are acceptable

Past Performance: No resume of firm or individuals

Qualifications/Resumes: Did not state they understood scope of services

Fee Proposal: Reasonable

Ranking: 1

Past Performance: Met qualifications

Qualifications/Resumes: Did not explain scope of services. All else seemed acceptable

Fee Proposal: requested price breakdown is not matching what was originally submitted

Ranking: 1

Past Performance: Met Qualifications

Qualifications/Resumes: No explanation of scopes of services; also not local

Fee Proposal: Reasonable

Ranking: 1

Past Performance: Met Qualifications

Qualifications/Resumes: Did not loike organization of materials; did not explain scope of services

Past Performance: Seemed to meet basic requirements.

Qualifications/Resumes: Resumes seem acceptable

Fee Proposal: Reasonable

Ranking: 1

Past Performance: Seemed to meet basic requirements.

Qualifications/Resumes: Resumes met what we're looking for.

Fee Proposal: Reasonable

Ranking: 1

Past Performance: Very thorough and good examples of clients and projects

Qualifications/Resumes: Resumes were acceptable. There are some concerns about them locating local talent.

Fee Proposal: Reasonable

Ranking: 1

Past Performance: Have worked with in the past and have a good reputation. Have worked for the Seminole County Sheriff's Office and other county agencies in the past and currently.

Qualifications/Resumes: Resumes met what we're looking for.

PMH RESOURCES, INC.

RADGOV

ROBERT HALF INTERNATIONAL, INC.

RFP for Contractors

Fee Proposal: Reasonable.

Fee Proposal: Reasonable

Fee Proposal: Price is low; worried about firm's ability to recruit quality personnel @ the listed rates

Fee Proposal: Pricing is competitive. Project Manager fees seem kind of low.

Ranking: 3

Ranking: 2

Ranking: 2

Ranking: 1

RFP for Contractors

SUNPLUS DATA GROUP, INC.	Past Performance: Unknown company.	Past Performance: Unknown	Past Performance: Did not clearly identify firm's individual resume	Past Performance: Seemed to meet basic requirements.
	Qualifications/Resumes: Have concerns about not having a local office and attracting local candidates.	Qualifications/Resumes: Have concerns about providing local candidates and being able to resolve issues timely due to distance.	Qualifications/Resumes: Resume's out of sync with application	Qualifications/Resumes: Resumes were acceptable.
	Fee Proposal: Reasonable.	Fee Proposal: Reasonable	Fee Proposal: Reasonable	Fee Proposal: Reasonable
	Ranking: 1	Ranking: 1	Ranking: 1	Ranking: 1
TEK SYSTEMS	Past Performance: Well known company.	Past Performance: Seems to be a good option. Have experience with this company. Has a good record. Is a well known company for this service	Past Performance: Documents out of order; currently have staff from this org and we are satisfied	Past Performance: Have worked with in the past and they have done a good job. Have a good presence in the area and a good reputation.
	Qualifications/Resumes: Resumes look fine.	Qualifications/Resumes: Resumes are acceptable	Qualifications/Resumes: No explanation of scopes of services; also not local	Qualifications/Resumes: Resumes were acceptable.
	Fee Proposal: Reasonable.	Fee Proposal: Reasonable	Fee Proposal: Reasonable	Fee Proposal: Reasonable
	Ranking: 3	Ranking: 3	Ranking: 2	Ranking: 2
TRC STAFFING SERVICES	Past Performance: Litigation issues in the past.	Past Performance: Litigation issues in the past.	Past Performance: Litigation issues in the past.	Past Performance: Litigation issues in the past.
	Qualifications/Resumes: Resumes were not provided.	Qualifications/Resumes: No sample resumes for positions as required by the RFP.	Qualifications/Resumes: No resumes submitted. Also did not explain scope of services	Qualifications/Resumes: No sample resumes for positions as required by the RFP.
	Fee Proposal: Reasonable.	Fee Proposal: Reasonable	Fee Proposal: Reasonable	Fee Proposal: Reasonable
	Ranking: 1	Ranking: 1	Ranking: 1	Ranking: 1
VITAVER & ASSOCIATES	Past Performance: Unknown company.	Past Performance: Not familiar with this company.	Past Performance: Met Qualifications	Past Performance: Seemed to meet basic requirements.
	Qualifications/Resumes: Have concerns about not having a local office and attracting local candidates.	Qualifications/Resumes: Resumes were acceptable.	Qualifications/Resumes: Concerned about lack local resumes; those submitted were acceptable however	Qualifications/Resumes: Resumes were acceptable.
	Fee Proposal: Expensive.	Fee Proposal: Pricing is not competitive with other proposals.	Fee Proposal: Market rate is out of our range	Fee Proposal: Pricing is not competitive with other proposals.
	Ranking: 1	Ranking: 1	Ranking: 1	Ranking: 1
VOLT TECHNICAL RESOURCES	Past Performance: Litigation information missing.	Past Performance: missing information	Past Performance: Would not provide litigation history when requested	Past Performance: Litigation list not provided as required by the RFP.

RFP for Contractors

Qualifications/Resumes: Resumes look fine.

Fee Proposal: Reasonable.

Qualifications/Resumes: Resumes were acceptable.

Fee Proposal: Reasonable

Qualifications/Resumes: Resumes were acceptable, but did not explain scope of services

Fee Proposal: Reasonable

Qualifications/Resumes: Has won several awards. Resumes seem acceptable.

Fee Proposal: Reasonable

From: Beach, Robert
Sent: Monday, June 09, 2008 10:59 AM
To: Coto, Cindy
Cc: Forte, Joseph; O'Bryan, Sabrina; Polk, Lin; Spriggs, Lisa; Irby, Paula; Fussell, Stephen; Moore, Linda; Taylor, John
Subject: IT Project budgeting concerns

Cindy,

After discussing the matter at length with County Fiscal Services (thank you very much Lin!), we are proposing the following actions to address Commissioner Dallari's concerns.

First, the IT Department will identify large technology initiatives in the current budget year and bring them to the BCC for assignment of a CIP project number. This will allow the Commission to allocate the funding from IT's budget expressly for the project indicated and allow the cost of the project to be cost-allocated back to the requesting department.

Second, we will identify the large projects that will be initiated in FY0809 and have CIP project numbers assigned to them with specific budget amounts. This will give the Commission the opportunity to review planned projects (prior to budget adoption) and allow the cost of the projects to be cost-allocated back to the requested departments.

It should be noted that IT will not be the "champion" for projects that are requested by County Departments and that although the funding will be in IT's budget, the requesting department will be required to justify the need to the BCC and County Management. IT will simply facilitate the management of the project.

If anyone has any questions, concerns or comments, please feel free to contact me.

Kind regards,

Robert Beach, CCIO
Director
Information Technology Services
Seminole County Government

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