

Meeting Date
September 15, 2015



AGENDA	
Section	Consent
Item No.	II A

AGENDA REPORT

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Re: Permission to Extend Existing Contract with Datalink and Issue Requests For Proposals from Qualified Firms for Contract Personnel for the Information Technology Department.
DEPT/OFFICE:	Information Technology

Requested Action:

It is requested that the Board of County Commissioners approve the issuance of a Request for Proposals from qualified firms for contract personnel for the Information Technology Department. It is further requested that the Board create a selection and negotiation committee consisting of the I.T. Director, the I.T. Telecommunications Manager and the I.T. Software Development Manager or their designees. It is further requested that the Board approve the Chair to execute any resulting agreements. Finally, it is requested that the Board extend the existing contract with Datalink until the RFP process is complete.

Summary Explanation & Background:

The I.T. Department currently has an open Senior Systems Administrator position filled by a contract employee provided by a local firm: Datalink. Datalink was chosen as the vendor due to their familiarity with the County's server and storage systems and the fact that as a local firm, they could respond quickly with experienced personnel if needed. The purchase of Datalink's services was done on an emergency basis, due to the loss of two experienced employees within a period of two months, and the Department's inability to recruit replacement personnel. The contract vehicle used to acquire Datalink's services is the Western States Contracting Alliance (WSCA). The WSCA system is a national purchasing alliance of state and local governments that have bid a variety of products and cooperate to use best practices in contract methodologies. On August 4 of this year, the Board approved the extension of Datalink's contract through the end of the fiscal year while directing staff to review the bidding process.

The Information Technology Department currently uses the State of Florida's competitive contracts for personnel and materials, as well as the WSCA system mentioned above and the Federal Government's GSA contracting system. We are requesting that the Board allow the County to issue its own RFP to provide a fourth vehicle for acquiring contractors.

In doing so, the Department is seeking to fulfill the following capabilities:

- To contract for any technical position within the Department, not just Senior Systems Administrators.
- To be able to have on contract at least three (3) vendors for each area of specialization for flexibility.
- To be able to continue to use Florida State, WSCA, and GSA contracts if they are lower priced than the respondents to the County's RFP, or if they have specialized skills not represented by the County's respondents.
- The respondents must have capable internal personnel that can provide additional skills when the provided contractors are working in an unfamiliar area.
- The respondents must allow the County to hire contracted personnel at low cost if the County deems it in its best interest.

In approving this agenda item the Board will be providing Information Technology the ability to address departmental needs on a short term and longer term cost effective basis when needed services cannot be obtained in a timely manner by internal staff, I.T. will have the ability obtained needed services through the vendors selected through the RFP process, the WSCA, or Florida Department of Management Services competitively bid contracting systems. As recently occurred with one of two Senior Systems Administrators that previously worked for Datalink, the RFP process will allow Information Technology to evaluate the business case for hiring contracted staff where it provides a cost effective solution that meets Information Technology's internal staffing needs to provide our services (continued on page 2).

Clerk to the Board Instructions:

Exhibits Attached:

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager		Assistant County Manager			Department Director / Extension	Teresa Camarata, Central Services, x55492		
Stockton Whitten		Assistant County Manager			Jon Sellers, x57395			
		Frank Abbate						

It is further requested that the Board extend the contract with Datalink until as such a time as the RFP selection process can be completed.

Contact: Jon Sellers, Information Technology Department Director
Telephone: (321) 617-7395



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

September 16, 2015

MEMORANDUM

TO: Jon Sellers, Information Technology Director

RE: Item II.A., Approval to Extend Existing Contract with Datalink and to Issue Requests for Proposals from Qualified Firms for Contract Personnel for the Information Technology Department

The Board of County Commissioners, in special session on September 15, 2015, approved extending the existing contract with Datalink, and the issuance of a Request for Proposals from qualified firms for contact personnel for the Information Technology Department; and authorized the Chairman to execute any resulting agreements.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

/af

Deborah Thomas

From: Colon, Alice <Alice.Colon@brevardcounty.us>
Sent: Wednesday, January 13, 2016 8:12 AM
To: Deborah Thomas
Subject: RE: AAJ TECHNOLOGIES

I'll get that done. Thank you for your help.

Alice Colón
Admin Secretary
Brevard County, BoCC, I.T. Dept
321.617.7395 x52889

From: Deborah Thomas [<mailto:deborah.thomas@brevardclerk.us>]
Sent: Wednesday, January 13, 2016 8:09 AM
To: Colon, Alice
Subject: RE: AAJ TECHNOLOGIES

Good morning:

Our only concern is that we get an original back from you.

What you do on your side is up to you.

Just as long as we get an original back.

Let me know what you decide to do please.

Thanks.

Deborah Thomas
Administrative Assistant
Clerk to the Board
(321)637-2001 ext. 49433
Deborah.thomas@brevardclerk.us



From: Colon, Alice [<mailto:Alice.Colon@brevardcounty.us>]
Sent: Tuesday, January 12, 2016 4:59 PM
To: Deborah Thomas
Subject: RE: AAJ TECHNOLOGIES

Deborah, the vendor don't have to it attested on their side because they are a regular private business, not a group/agency under a Clerk or City where their records must be stamped by an official like we have to. We used our contract format, which so happens to have that "Attest" on the signature line next to the Contractor as well. Could that be crossed out and proceed with our Clerk attesting the document? Let me know. Thank you.

Alice Colón
Admin Secretary
Brevard County, BoCC, I.T. Dept
321.617.7395 x52889

From: Deborah Thomas [<mailto:deborah.thomas@brevardclerk.us>]
Sent: Tuesday, January 12, 2016 4:42 PM
To: Colon, Alice
Cc: Tammy Rowe; Donna Scott
Subject: AAJ TECHNOLOGIES

Good afternoon:

Per our conversation today, the AAJ Technologies Agreement from your office was not fully executed.

Once executed, please forward the *original* Agreement to our office for Mr. Ellis to attest the Chairman's signature.

I will then forward to you a certified copy of this Agreement.

If you have any questions, don't hesitate to contact us.

Thank you.

Deborah Thomas
Administrative Assistant
Clerk to the Board
(321)637-2001 ext. 49433
Deborah.thomas@brevardclerk.us





BOARD OF COUNTY COMMISSIONERS

Information Technology Department

2725 Judge Fran Jamieson Way
Building C, Room 203, MC#83
Viera, Florida 32940

Inter-Office Memo

TO: Deborah Thomas, Administrative Assistant

FROM: Alice Colon, Admin Secretary, I.T. , x52889 *AC*

DATE: February 9, 2016

RE: Signed Agreement for filing – Intelli ERP Software
Board approved 9/15/15, Item II.A., Contract Personnel

Attached for your records is an original, fully executed contract with vendor Intelli ERP Software, who was one of the vendors who won the RFP Bid P-4-16-07. Attached is a copy of the Board's action and the Notice of Award.

Once attested by the Clerk, please send a copy to: I.T. Dept, MC#83

Thank you.

/ac

Attachments



BOARD OF COUNTY COMMISSIONERS

Information Technology Department

2725 Judge Fran Jamieson Way
Building C, Room 203, MC#83
Viera, Florida 32940

Inter-Office Memo

TO: Tammy Etheridge, Deputy Clerk

FROM: Alice Colon, Admin Secretary, I.T. , x52889 *A.C.*

DATE: January 11, 2016

RE: Signed Agreement for filing – AAJ Technologies – RFP #P4-16-07

Attached for your records is a fully executed contract with AAJ Technologies; a resulting contract as they were one of the vendors who won an awarded on RFP# P-4-16-07 (copy of Notice of Award is also attached).

Thank you.

/ac

Attachments

file
*Not fully-executed?
please call dept.*
DS

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

Phone (321) 617-7390
Facsimile (321) 617-7391

NOTICE OF AWARD
December 28, 2015
RFP# P-4-16-07 / Information Technology Contract Personnel

Jon McLester, CPPO, CPPB

<u>VENDOR</u>	<u>MEETS MINIMUM REQUIREMENTS</u>	<u>ITEMS AWARDED</u>
AAJ Technologies	YES	Software Development/ Database Administrator
Intelli ERP	YES	Software Development/ Database Administrator; SAP Support; PC/Help Desk; System, Security and Storage Administrator
Randstad Technologies	YES	Software Development/ Database Administrator; PC/Help Desk; System, Security and Storage Administrator
Global Information Services	YES	SAP Support
Artemis	YES	System, Security and Storage Administrator
Software Resources	YES	NONE
Moten Tate, Inc. (MTI)	YES	NONE
Insight Global	YES	NONE
Infinity Software Development	YES	NONE
Millennium Consulting	YES	NONE
Matrix Information Systems	YES	NONE

BOARD AWARD--AGENDA ATTACHED

APPROVED AWARD (NON-BOARD AGENDA): *Teresa Camarata*
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Teresa Camarata, Central Services Director

Award to best ranked proposer, minimum three bids received.

Award to best ranked proposer, less than three responses received: (copy to Manager)

AWARDED BY A COMMITTEE CONSISTING OF: Jon McLester, Procurement Supervisor; Jon Sellers, Information Technology Director; Lois Boisseau, IT Manager; and Jeff McKnight, IT/Telecomm Manager

FOR PURCHASING USE ONLY:

ONE TIME PURCHASE

ANNUAL BID:

EFFECTIVE DATE – Date of Contract Execution ENDING DATE Three (3) years from date of execution
RENEWAL OPTION One year Other Two (2) additional one (1) year periods

Prompt Payment Discount Offered Yes _____ (Terms) NO

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

Please provide certificate of insurance.

JM

Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972



September 16, 2015

MEMORANDUM

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Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

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Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

Phone (321) 617-7390
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NOTICE OF AWARD
December 28, 2015

RFP# P-4-16-07 / Information Technology Contract Personnel

Jon McLester, CPPO, CPPB

See contract 3142

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Millennium Consulting	YES	NONE
Matrix Information Systems	YES	NONE

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(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Teresa Camarata, Central Services Director

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Prompt Payment Discount Offered Yes _____ (Terms) NO

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

Please provide certificate of insurance.

JM

**SOFTWARE DEVELOPMENT, DATABASE ADMINISTRATOR
SAP SUPPORT, PC/HELP DESK,
SYSTEM SECURITY AND STORAGE ADMINISTRATOR
CONTRACT**

THIS CONTRACT by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and Intelli ERP Software, LLC, a business having its primary business location at 1307 S. International Pkwy., Suite 1051, Lake Mary, FL 32746 (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of a Computer Software Development, Database Administration, SAP Support, PC/Help Desk, System, Security and Storage Administrator supplier; and

WHEREAS, the County has competitively procured the services of Intelli ERP Software, LLC to provide professional software development, database administration, SAP Support, PC/Help Desk, System, Security and Storage Administration services as specified in RFP #P-4-16-07; and

WHEREAS, the provision of such services will mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF SERVICES:** The Contractor shall provide Software Development, Database Administration, SAP Support, PC/Help Desk, System, Security and Storage Administration services using proven techniques in a variety of skilled areas in order to assist the County in the development of Information Technology systems in all areas of need. The Contractor shall perform all services in accordance Attachment "A", attached hereto. Tasks to be performed may include requirements gathering, design, coding and implementation of applications as well as monitoring and managing relational database management systems or some subset of the system development life cycle. Consulting engagements will typically be for short periods of time with specific identified deliverables and timetables.

Any new programming or software provided to the County or utilized by the County under this Contract must comply with the requirements of Florida Public Records laws, including but not limited to, Florida Statute Chapter 119 and Rule 1B-26, Florida Administrative Code, Electronic Record Keeping.

2. **TERM:** The term of the Contract shall begin upon execution of this Contract and continue for up to three (3) years. Upon mutual agreement there shall be the option to renew this agreement for two (2) additional one (1) year terms, by giving sixty (60) days prior

written notice to the Contractor. The Director of Information Technology (hereinafter the "Director") is hereby delegated the authority to exercise the option, provided herein, to renew this Contract.

3. **PAYMENTS:** The County and the Contractor mutually agree that all costs resulting from services performed under this Contract shall be in accordance with Attachment "B", attached hereto. The Contractor shall submit monthly invoices to the County within five (5) days of the end of a calendar month. This invoice shall be reviewed and, upon verification of satisfactory completion of the work represented on the invoice, the invoice shall be approved for payment. The County reserves the right to deduct from any invoice an amount for defective or nonconforming work or for work not provided but invoiced. The County shall approve the invoices and remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

4. **WARRANTIES:** The Contractor warrants that should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any County database or cause data to be lost, the Contractor shall correct and reconstruct, within the timeframe recommended by the County and agreed to by both parties, all production, test, acceptance and training files or databases which are used in the provisions of services at no additional cost to the County. The Contractor shall at all times use a formal software development process when the services or deliverables involve software modification or development.

In lieu of any other warranty expressed or implied herein, the County warrants that any programming aids and software packages supplied for the Contractor use as County-furnished property shall be suitable for their intended use on the system(s) for which it is designed. In the case of programming aids and software packages acquired by the County from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). The Contractor shall notify the County and supply documentation regarding any defects of County-furnished programming aids or software packages and their effect on progress on the task order. The County agrees to equitably adjust the delivery performance dates or task order price, or both, and any other contractual provision affected.

5. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Contract, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers'

compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

5. **MODIFICATIONS TO CONTRACT:** This Contract, together with any attachments, task assignments and schedules constitute the entire contract between the County and the Contractor and supersedes all prior written or oral understandings. This Contract and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

6. **INSURANCE:** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract:

- a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.
- b. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.
- c. **Workers' Compensation Coverage:** Full and complete Workers Compensation Coverage, as required by State of Florida law, shall be provided.
- d. **Professional Liability Insurance:** The County requires appropriate insurance to cover the loss, damage or corruption of any County data regardless of the cause of the data loss resulting from services or products provided by the Contractor. The required coverage may be provided through endorsement of the general liability policy, errors and omissions policy or through coverage provided in specialty insurances including but not limited a Technology Errors and Omissions policy, a Cyber Liability policy, an Internet Liability policy, a Media Liability policy or a Network Security Liability policy with limits of liability equal to the General Liability policy.
- d. **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

7. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

8. **GOVERNING LAW:** This Contract shall be governed, interpreted and construed according to the laws of the State of Florida.

9. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

10. **VENUE:** Venue for any legal action by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

11. **ASSIGNMENTS:** Contractor shall not assign any portion of Contractors' rights, duties or responsibilities under this Contract without the prior written permission of the County. No such consent shall be construed as making the County a party to such subcontract. The Contractor is solely accountable for the acts of all its subcontractors.

12. **TERMINATION:** If either party fails to perform or refuses to perform its obligations or duties under this Contract or otherwise fails to timely satisfy the provisions under this Contract, the aggrieved party may notify the breaching party by a written notice of its failure or refusal to perform and may terminate this Contract or such part of this Contract to which the failure or refusal to perform relates. Such termination shall be effective five (5) business days after receipt of the written notice of termination. The aggrieved party may, at its option, waive termination of this Contract caused by the failure or refusal to perform and allow the breaching party to correct or cure the breach. However, no instance of a waiver of the right to terminate shall be construed to be a waiver of any future right to terminate.

The County reserves the right to terminate this Contract, in part or in its entirety, with or without cause. Such termination shall be effective thirty (30) calendar days after receipt of the notice of termination without cause. The Contractor may terminate this Contract for convenience upon providing ninety (90) days prior written notice to the County.

Upon termination of this Contract, all work product, including but not limited to, design documents, deliverables, training materials, and custom software developed for the County under this Contract, shall become the property of the County. The Contractor shall transfer to the County all work product to the County within twenty-four (24) hours of the date of termination. The Contractor shall be compensated for any work completed or services provided prior to the effective date of termination; the County shall have no obligation to pay the Contractor for any work not yet performed on any given task order.

13. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

14. **RIGHT TO AUDIT RECORDS:** In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to this Contract in compliance

with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with this Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County. The Contractor shall retained all documents, books and records for a period of three (3) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes. All records or documents created by or provided to Intelli ERP Software, LLC. by the County in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes.

15. **FLORIDA PUBLIC RECORDS LAW:** Should any person or entity make a public records request of the County which requires or would require the County to allow inspection or provide copies of records or documents which the Contractor maintain as exempt or confidential, the Contractor shall provide the County with twenty-four (24) hours (not including weekends and legal holidays) of the request and the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Sections 119.07(e) and (f), Florida Statutes. Should the County face any legal action to enforce inspection or production of the record which the Contractor maintains as exempt or confidential, the Contractor shall hire and compensate attorney(s) to represent the Contractor and County in defending such action. The Contractor shall pay all cost to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12, Florida Statutes.

16. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the Contractors intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

17. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

18. **EMPLOYMENT:** The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Contract without prior written consent from the County.

19. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold

amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

20. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this Contract and its attachments and had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

21. **SEVERABILITY:** If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way

22. **NOTICE:** Notice to the County under this Contract shall be given by certified mail or hand delivery as follows: Brevard County, BoCC, Information Technology Director, 2725 Judge Fran Jamieson Way, Viera, Florida 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: Intelli ERP Software, LLC., FL 32746.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

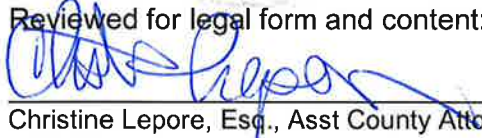



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

Jim Barfield, Chairman

Reviewed for legal form and content:


Christine Lepore, Esq., Asst County Attorney

Date: 2/2/16

As approved by Board on: September 15, 2015

CONTRACTOR

By: 

Signature

Date: 2/2/16

Ramakant Singh, CEO
Name & Title, Typed or Printed

Intelli ERP Software, LLC.
Name of Company, Corp., etc.

Mailing Address:

1307 S. International Pkwy., Suite 1051
Lake Mary, FL 32746

(407)-732-7750
Area Code/Telephone Number

Attachment "A"

SCOPE OF SERVICES

1. Task Orders

- a. The County departments will create a scope of services each time they desire to solicit Software Development, Database Administration, SAP Support, PC/Help Desk, System, Security and Storage Administration services. The County will incorporate the scope into a task order and issue such order to the Contractor. Task orders must establish the deliverables, costs, payment schedules, and start/completion dates for each project. Tasks to be performed may include, but are not limited to, requirements gathering, design, coding and implementation or some subset of the system development life cycle.
- b. In creating a task order the County and the Contractor may negotiate on terms and conditions therein, so long as such terms and conditions are not in conflict with this Contract. Task order specific terms and conditions shall only be applicable to the specific task order and shall not be construed as an amendment to or modification of this Contract.
- c. In accepting a task order, the Contractor (1) shall be responsible for all tasks and deliverables contained therein; (2) warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables; and (3) agrees to be fully accountable for the performance thereof.

2. Deliverables

Parties agree that deliverables may include, but not be limited to, the following:

- Requirements documentation based on relevant operational, performance, application and architectural requirements.
- Functional Flow and Process design documents based on current and proposed system requirements information. The Contractor shall adhere to standard County design methodology and all deliverables will conform to County design methodology and standards.
- Fully functional system(s) for the defined application as specified by the County, including all source code and stored procedure code. All applications must comply with the County's Application Architecture Standards.
- Additional enhancements to the system and develop additional code related to the identified enhancements.
- Full functional and regression testing of the system resulting in user acceptance. All test plans, scripts, or scenarios will be provided.
- Documentation and technical cross training for the developed system. All software developed will be documented in accordance with industry and County standards. Electronic copies of all documentation will be provided to the County on completion of any designated phase, as defined under this Contract. Documentation will consist of software logic diagrams, program code, systems administration, operator and user manuals and any other identified documentation as required to insure proper use, maintenances and control of said developed software. Specific deliverables for each engagement will be defined based on the project requirements and agreed upon prior to project award.

3. Acceptance

Final acceptance of project/task will be subject to a review by the County of the completeness of the deliverables and a successful completion of testing, described below. In the event the Contract is terminated due to a default by the Contractor related to an unacceptable completeness of any project/task, the Contractor will not be entitled to receive any compensation for services performed or reimbursed for expenses incurred.

4. Testing and Test Environment

All software developed by the Contractor shall be thoroughly tested against established specifications prior to any final acceptance of the assigned task by the County and prior to the application being placed in service. The Contractor shall provide access to test environments. All systems development will be against the current County software development and test standards.

5. Ownership

All work product and equipment resulting from services provided under this Contract which are needed to develop, operate or maintain any new systems, programs or applications provided under any task order and all rights, copyrights, trademarks, patent and rights to ideas will become the property of the County whether or not the work is completed.

6. Data Platforms

The County deploys applications built on different data structures. The parties agree that the data platform selected for each development effort will be consistent with the current environment and strategic direction but dependent upon the requirements of the specific project.

7. Application Development Language

The County utilizes different development tools to produce and maintain applications. The parties agree that the data platform selected for each development effort will be consistent with the current environment and strategic direction but dependent upon the requirements of the specific project. The County reserves the right to change the development language as may be deemed necessary to support ongoing software development efforts. Off-the-shelf packages will be integrated as required. The Contractor shall recommend interfaces between various off-the-shelf software packages for facilitating processes to be defined.

8. Management and Reporting

The Contractor shall provide all management, administrative and clerical functions required for the effective and efficient performance of all task orders it accepts. The County may require the Contractor to provide a project management plan and maintain such plan throughout the project. The Contractor shall provide the County weekly or bi-weekly (depending on the project) status reports, identifying project process and identification of any problem areas.

9. Personnel

- a. The Contractor shall assign appropriately qualified personnel to each task order. The Contractor warrants that its employees are Software Development, Database Administrator, SAP Support, PC/Help Desk, System, Security and Storage Administrator, experienced in the required skills for these areas.
- b. Once a task order is issued, the Contractor shall provide the Information Technology Director (the "Director") in writing the name(s) of the person(s) who are proposed to be assigned to the task order along with a summary of their qualifications demonstrating their ability to meet the requirements of the order. The Director has the right to review the qualifications prior to any work beginning by that person. Under no circumstances will the County assume the responsibility to insure the Contractors' personnel are trained and qualified software systems developers.
- c. Once a person is assigned to a task order, there will be no substitutions without the prior written consent of the Director. The County shall have the right to request any given person assigned to a task order be removed or replaced if the person is deemed unqualified or unsatisfactory either in their general conduct or in the performance of their assignment. The Contractor shall provide an alternate qualified person within ten (10) business days, or an alternate time frame agreed to by both parties, to conduct the work following the procedure as set forth in paragraph "c". If the Contractor is notified of the need to replace/remove any person prior to any work commencing, the County shall not be responsible for any billing for that person from that point forward.
- d. The Contractor shall provide supervision, daily direction and control of all personnel. The Contractor is responsible for employment screening, testing, evaluations, recruitment and disciplinary actions of its employees. Any employee of the Contractor may be removed from their assignment for inappropriate behavior including, but not limited to, discriminatory or harassing conduct, use of alcohol or controlled substances while on duty or being under the influence of same while on duty, using profanity or being verbally abusive, violation of any safety rules or regulations, or failing to follow reasonable directions given by County personnel supervising/overseeing the task order.
- e. All personnel assigned by the Contractor shall be dressed in attire appropriate for the workplace/assignment when on County property.

10. Facilities and Personnel Access

During the term of this Contract and any renewal thereof, the County agrees to provide any office space, PC equipment and software necessary to the Contractor to perform the services described under this Contract while on County property. The County agrees to provide necessary security to such systems and facilities. County staff and end user(s) will be available, as scheduled, to facilitate timeliness of decisions and task completion.

Attachment "B"

FEE STRUCTURE

The Contractor and the County agree to the Fee Structure below, for the job category and services listed. As stated in this Contract, specific project engagements will be provided in a task order issued the County to the Contractor. The County and the Contractor may negotiate on terms and conditions for each task order, so long as such terms and conditions are not in conflict with this Contract. The parties agree that fees and rates shall not exceed those listed below. Any travel by the Contractor for the purposes of this Contract will be paid, on a reimbursement basis, in accordance with Section 112.061, Florida Statutes.

The maximum hourly rate the Contractor may charge is as follows:

Role	Standard Position (In USD)			Senior Position (in USD)			PT H	P C R
	On-Site	Off-Site	Off-Shore	On-Site	Off-Site	Off-Shore		
Systems Administration	55	50	25	65	57	30		
Network Administration	54	49	24	64	56	29		
Storage Administration	58	53	28	68	60	33		
Security Administration	55	50	25	65	57	30		
Database Administration	62	54	29	72	64	34		
SAP Basis Administration	60	55	29	65	60	35		
Software Development	50	45	20	60	55	25		
PC/Help Desk Services	30	25	13	35	30	15		

Price to Hire : 10% of Base Salary

Price to Corporate Resources: 10% of Base Salary

SOFTWARE DEVELOPMENT and DBA SERVICES CONTRACT

THIS CONTRACT by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and AAJ Technologies, a business having its primary business location at 6301 NW 5th Way, Suite 1700, Ft. Lauderdale, FL 33309 (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of a Computer Software Development and Database Administrator supplier; and

WHEREAS, the County has competitively procured the services of AAJ Technologies to provide professional software development and database administration services as specified in RFP #P-4-16-07; and

WHEREAS, the provision of such services will mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF SERVICES:** The Contractor shall provide software development and database administration services using proven techniques in a variety of skilled areas in order to assist the County in the development of Information Technology systems in all areas of need. The Contractor shall perform all services in accordance Attachment "A", attached hereto. Tasks to be performed may include requirements gathering, design, coding and implementation of applications as well as monitoring and managing relational database management systems or some subset of the system development life cycle. Consulting engagements will typically be for short periods of time with specific identified deliverables and timetables.

Any new programming or software provided to the County or utilized by the County under this Contract must comply with the requirements of Florida Public Records laws, including but not limited to, Florida Statute Chapter 119 and Rule 1B-26, Florida Administrative Code, Electronic Record Keeping.

2. **TERM:** The term of the Contract shall begin upon execution of this Contract and continue for up to three (3) years. Upon mutual agreement there shall be the option to renew this agreement for two (2) additional one (1) year terms, by giving sixty (60) days prior written notice to the Contractor. The Director of Information Technology (hereinafter the "Director") is hereby delegated the authority to exercise the option, provided herein, to renew this Contract.

3. **PAYMENTS:** The County and the Contractor mutually agree that all costs resulting from services performed under this Contract shall be in accordance with Attachment "B", attached hereto. The Contractor shall submit monthly invoices to the County within five (5) days of the end of a calendar month. This invoice shall be reviewed and, upon verification

of satisfactory completion of the work represented on the invoice, the invoice shall be approved for payment. The County reserves the right to deduct from any invoice an amount for defective or nonconforming work or for work not provided but invoiced. The County shall approve the invoices and remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

4. **WARRANTIES:** The Contractor warrants that should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any County database or cause data to be lost, the Contractor shall correct and reconstruct, within the timeframe recommended by the County and agreed to by both parties, all production, test, acceptance and training files or databases which are used in the provisions of services at no additional cost to the County. The Contractor shall at all times use a formal software development process when the services or deliverables involve software modification or development.

In lieu of any other warranty expressed or implied herein, the County warrants that any programming aids and software packages supplied for the Contractor use as County-furnished property shall be suitable for their intended use on the system(s) for which it is designed. In the case of programming aids and software packages acquired by the County from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). The Contractor shall notify the County and supply documentation regarding any defects of County-furnished programming aids or software packages and their effect on progress on the task order. The County agrees to equitably adjust the delivery performance dates or task order price, or both, and any other contractual provision affected.

5. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Contract, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

5. **MODIFICATIONS TO CONTRACT:** This Contract, together with any attachments, task assignments and schedules constitute the entire contract between the County and the Contractor and supersedes all prior written or oral understandings. This Contract and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

6. **INSURANCE:** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract:

- a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.
- b. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.
- c. **Workers' Compensation Coverage:** Full and complete Workers Compensation Coverage, as required by State of Florida law, shall be provided.
- d. **Professional Liability Insurance:** The County requires appropriate insurance to cover the loss, damage or corruption of any County data regardless of the cause of the data loss resulting from services or products provided by the Contractor. The required coverage may be provided through endorsement of the general liability policy, errors and omissions policy or through coverage provided in specialty insurances including but not limited a Technology Errors and Omissions policy, a Cyber Liability policy, an Internet Liability policy, a Media Liability policy or a Network Security Liability policy with limits of liability equal to the General Liability policy.
- d. **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

7. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

8. **GOVERNING LAW:** This Contract shall be governed, interpreted and construed according to the laws of the State of Florida.

9. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

10. **VENUE:** Venue for any legal action by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

11. **ASSIGNMENTS:** Contractor shall not assign any portion of Contractors' rights, duties or responsibilities under this Contract without the prior written permission of the County. No such consent shall be construed as making the County a party to such subcontract. The Contractor is solely accountable for the acts of all its subcontractors.

12. **TERMINATION:** If either party fails to perform or refuses to perform its obligations or duties under this Contract or otherwise fails to timely satisfy the provisions under this Contract, the aggrieved party may notify the breaching party by a written notice of its failure or refusal to perform and may terminate this Contract or such part of this Contract to which the failure or refusal to perform relates. Such termination shall be effective five (5) business days after receipt of the written notice of termination. The aggrieved party may, at its option, waive termination of this Contract caused by the failure or refusal to perform and allow the breaching party to correct or cure the breach. However, no instance of a waiver of the right to terminate shall be construed to be a waiver of any future right to terminate.

The County reserves the right to terminate this Contract, in part or in its entirety, with or without cause. Such termination shall be effective thirty (30) calendar days after receipt of the notice of termination without cause. The Contractor may terminate this Contract for convenience upon providing ninety (90) days prior written notice to the County.

Upon termination of this Contract, all work product, including but not limited to, design documents, deliverables, training materials, and custom software developed for the County under this Contract, shall become the property of the County. The Contractor shall transfer to the County all work product to the County within twenty-four (24) hours of the date of termination. The Contractor shall be compensated for any work completed or services provided prior to the effective date of termination; the County shall have no obligation to pay the Contractor for any work not yet performed on any given task order.

13. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

14. **RIGHT TO AUDIT RECORDS:** In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with this Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County. The Contractor shall retained all documents, books and records for a period of three (3) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes. All records or documents created by or provided to AAJ Technologies by the County in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes.

15. **FLORIDA PUBLIC RECORDS LAW:** Should any person or entity make a public records request of the County which requires or would require the County to allow inspection or provide copies of records or documents which the Contractor maintain as exempt or confidential, the Contractor shall provide the County with twenty-four (24) hours

(not including weekends and legal holidays) of the request and the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Sections 119.07(e) and (f), Florida Statutes. Should the County face any legal action to enforce inspection or production of the record which the Contractor maintains as exempt or confidential, the Contractor shall hire and compensate attorney(s) to represent the Contractor and County in defending such action. The Contractor shall pay all cost to defend such action and any costs and attorneys fees awarded pursuant to Section 119.12, Florida Statutes.

16. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the Contractors intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

17. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

18. **EMPLOYMENT:** The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Contract without prior written consent from the County.

19. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

20. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this Contract and its attachments and had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

21. **SEVERABILITY:** If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way

22. **NOTICE:** Notice to the County under this Contract shall be given by certified mail or hand delivery as follows: Brevard County, BoCC, Information Technology Director, 2725 Judge Fran Jamieson Way, Viera, Florida 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: AAJ Technologies, 6301 NW 5th Way, Suite 1700, Ft. Lauderdale, FL 33309.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:



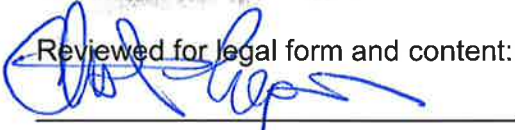
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

Jim Barfield, Chairman

Reviewed for legal form and content:



Christine Lepore, Esq., Asst County Attorney

Date: 1-7-2016

As approved by Board on: September 15, 2015

ATTEST:

Signature

Name & Title, Typed or Printed

CONTRACTOR

By: 

Signature

Date: 1-14-2016

ALEX BARENBOIM, VP
Name & Title, Typed or Printed

AAJ TECHNOLOGIES

Name of Company, Corp., etc.

6301 NW 5th Way, #1700

Mailing Address

Ft. Lauderdale, FL 33309

City, State, Zip

954-689-3984

Area Code/Telephone Number

Per Alice Email
Contractor name
does not have
to be attested

Attachment "A"

SCOPE OF SERVICES

1. Task Orders

- a. The County departments will create a scope of services each time they desire to solicit software development or DBA services. The County will incorporate the scope into a task order and issue such order to the Contractor. Task orders must establish the deliverables, costs, payment schedules, and start/completion dates for each project. Tasks to be performed may include, but are not limited to, requirements gathering, design, coding and implementation or some subset of the system development life cycle.
- b. In creating a task order the County and the Contractor may negotiate on terms and conditions therein, so long as such terms and conditions are not in conflict with this Contract. Task order specific terms and conditions shall only be applicable to the specific task order and shall not be construed as an amendment to or modification of this Contract.
- c. In accepting a task order, the Contractor (1) shall be responsible for all tasks and deliverables contained therein; (2) warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables; and (3) agrees to be fully accountable for the performance thereof.

2. Deliverables

Parties agree that deliverables may include, but not be limited to, the following:

- Requirements documentation based on relevant operational, performance, application and architectural requirements.
- Functional Flow and Process design documents based on current and proposed system requirements information. The Contractor shall adhere to standard County design methodology and all deliverables will conform to County design methodology and standards.
- Fully functional system(s) for the defined application as specified by the County, including all source code and stored procedure code. All applications must comply with the County's Application Architecture Standards.
- Additional enhancements to the system and develop additional code related to the identified enhancements.
- Full functional and regression testing of the system resulting in user acceptance. All test plans, scripts, or scenarios will be provided.
- Documentation and technical cross training for the developed system. All software developed will be documented in accordance with industry and County standards. Electronic copies of all documentation will be provided to the County on completion of any designated phase, as defined under this Contract. Documentation will consist of software logic diagrams, program code, systems administration, operator and user manuals and any other identified documentation as required to insure proper use, maintenances and control of said developed software. Specific deliverables for each engagement will be defined based on the project requirements and agreed upon prior to project award.

3. Acceptance

Final acceptance of project/task will be subject to a review by the County of the completeness of the deliverables and a successful completion of testing, described below. In the event the Contract is terminated due to a default by the Contractor related to an unacceptable completeness of any project/task, the Contractor will not be entitled to receive any compensation for services performed or reimbursed for expenses incurred.

4. Testing and Test Environment

All software developed by the Contractor shall be thoroughly tested against established specifications prior to any final acceptance of the assigned task by the County and prior to the application being placed in service. The Contractor shall provide access to test environments. All systems development will be against the current County software development and test standards.

5. Ownership

All work product and equipment resulting from services provided under this Contract which are needed to develop, operate or maintain any new systems, programs or applications provided under any task order and all rights, copyrights, trademarks, patent and rights to ideas will become the property of the County whether or not the work is completed.

6. Data Platforms

The County deploys applications built on different data structures. The parties agree that the data platform selected for each development effort will be consistent with the current environment and strategic direction but dependent upon the requirements of the specific project.

7. Application Development Language

The County utilizes different development tools to produce and maintain applications. The parties agree that the data platform selected for each development effort will be consistent with the current environment and strategic direction but dependent upon the requirements of the specific project. The County reserves the right to change the development language as may be deemed necessary to support ongoing software development efforts. Off-the-shelf packages will be integrated as required. The Contractor shall recommend interfaces between various off-the-shelf software packages for facilitating processes to be defined.

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The Contractor shall provide all management, administrative and clerical functions required for the effective and efficient performance of all task orders it accepts. The County may require the Contractor to provide a project management plan and maintain such plan throughout the project. The Contractor shall provide the County weekly or bi-weekly (depending on the project) status reports, identifying project process and identification of any problem areas.

9. Personnel

- a. The Contractor shall assign appropriately qualified personnel to each task order. The Contractor warrants that its employees are Software Developers and DBAs, experienced in

programming skills such as, but not limited to, Oracle, PL/SQL, C#, MVC, Sitefinity, MS SQL, ASP.net, SharePoint, and Microsoft SSRS.

- b. Once a task order is issued, the Contractor shall provide the Information Technology Director (the "Director") in writing the name(s) of the person(s) who are proposed to be assigned to the task order along with a summary of their qualifications demonstrating their ability to meet the requirements of the order. The Director has the right to review the qualifications prior to any work beginning by that person. Under no circumstances will the County assume the responsibility to insure the Contractors' personnel are trained and qualified software systems developers.
- c. Once a person is assigned to a task order, there will be no substitutions without the prior written consent of the Director. The County shall have the right to request any given person assigned to a task order be removed or replaced if the person is deemed unqualified or unsatisfactory either in their general conduct or in the performance of their assignment. The Contractor shall provide an alternate qualified person within ten (10) business days, or an alternate time frame agreed to by both parties, to conduct the work following the procedure as set forth in paragraph "c". If the Contractor is notified of the need to replace/remove any person prior to any work commencing, the County shall not be responsible for any billing for that person from that point forward.
- d. The Contractor shall provide supervision, daily direction and control of all personnel. The Contractor is responsible for employment screening, testing, evaluations, recruitment and disciplinary actions of its employees. Any employee of the Contractor may be removed from their assignment for inappropriate behavior including, but not limited to, discriminatory or harassing conduct, use of alcohol or controlled substances while on duty or being under the influence of same while on duty, using profanity or being verbally abusive, violation of any safety rules or regulations, or failing to follow reasonable directions given by County personnel supervising/overseeing the task order.
- e. All personnel assigned by the Contractor shall be dressed in attire appropriate for the workplace/assignment when on County property.

10. Facilities and Personnel Access

During the term of this Contract and any renewal thereof, the County agrees to provide any office space, PC equipment and software necessary to the Contractor to perform the services described under this Contract while on County property. The County agrees to provide necessary security to such systems and facilities. County staff and end user(s) will be available, as scheduled, to facilitate timeliness of decisions and task completion.

Attachment "B"

FEE STRUCTURE

The Contractor and the County agree to the Fee Structure below, for the job category and services listed. As stated in this Contract, specific project engagements will be provided in a task order issued the County to the Contractor. The County and the Contractor may negotiate on terms and conditions for each task order, so long as such terms and conditions are not in conflict with this Contract. The parties agree that fees and rates shall not exceed those listed below. Any travel by the Contractor for the purposes of this Contract will be paid, on a reimbursement basis, in accordance with Section 112.061, Florida Statutes.

The maximum hourly rate the Contractor may charge is as follows:

Role	Standard Position	Senior Position	Price to Hire	Price for Corporate Resources
Not Database Administrator (Onshore)	\$110/hr	\$140/hr	20% of base salary	No additional cost
Software Developer (Onshore)	\$120/hr	\$150/hr	20% of base salary	No additional cost
Database Administrator (Offsite)	\$32/hr	\$36/hr	20% of base salary	No additional cost
Software Developer (Offsite)	\$35/hr	\$38/hr	20% of base salary	No additional cost
Database Administrator (Nearshore)	\$42/hr	\$52/hr	20% of base salary	No additional cost
Software Developer (Nearshore)	\$45/hr	\$55/hr	20% of base salary	No additional cost