

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SENRYO INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
387 Shuman Boulevard, Suite 208E
Naperville, Illinois 60563

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-006V – Technical Contract Staffing and Consulting Services (hereinafter referred to as "RFP"), dated December 18, 2015 and amended by Addendum No. 3, dated January 26, 2016, Addendum No. 2, dated January 22, 2016 and Addendum No. 1, dated January 13, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for technical contract staffing and consulting services; and

WHEREAS, VENDOR offered a proposal dated January 27, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2016** and conclude on **June 30, 2019**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 3, then;
- Third: Addendum No. 2, then;
- Fourth: Addendum No. 1, then;
- Fifth: RFP 17-006V – Technical Contract Staffing and Consulting Services, then;
- Sixth: Proposal submitted in response to the RFP by VENDOR.

2.03 **Services:** VENDOR shall provide SBBC with the Scope of Services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A – Scope of Services.**

2.04 **Cost of Services.** SBBC shall pay VENDOR for SBBC prior approved services rendered under this Agreement in accordance with the following attached schedule. Costs shall not exceed the amount as stated on the Purchase Order. Any additional costs must be pre-approved by SBBC before the commencement of the additional service(s). VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of services during the term of the contract. VENDOR may invoice SBBC at an hourly rate less than their original bid price. See **Attachment B – Cost of Services.**

2.05 **M/WBE Participation.** As consideration for being awarded this Agreement, VENDOR shall maintain ten percent (10%) M/WBE participation in this Agreement for each M/WBE vendor. VENDOR shall utilize SRR International, Inc. (M/WBE firm), Certificate #7007-6971, and SMX Services & Consulting, Inc. (M/WBE firm), Certificate #7007-5253, to provide consulting services.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of any of the entities listed above. Utilizing any entity other than the ones listed, will be considered a breach of this Agreement; and VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Information Officer
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, 3rd Floor
Sunrise, Florida 33351

To VENDOR: Senryo Technologies
387 Shuman Boulevard, Suite 208E
Naperville, Illinois 60563

With a Copy to: Dinkar Karumuri, President
Senryo Technologies
387 Shuman Boulevard, Suite 208E
Naperville, Illinois 60563

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. VENDOR agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida and the Southern District of Florida shall have jurisdiction over VENDOR.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Attachments A and B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By **VENDOR**: **VENDOR** agrees to indemnify, hold harmless and defend **SBBC**, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which **SBBC**, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by **VENDOR**, its agents, servants or employees; the equipment of **VENDOR**, its agents, servants or employees while such equipment is on premises owned or controlled by **SBBC**; or the negligence of **VENDOR** or the negligence of **VENDOR**'s agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including **SBBC**'s property, and injury or death of any person whether employed by **VENDOR**, **SBBC** or otherwise.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School Board of Broward
County, Florida, ou=Office of the General Counsel,
email=kathelyn.jacques-adams@browardschools.com, c=US
Reason: Senryo Inc. - RFP 17-006V - Technical Contract Staffing and
Consulting Services
Date: 2016.06.03 16:06:57 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

ATTEST:

[Signature]

, Secretary

SENRYO INC.

By [Signature]

[Signature]

Witness

[Signature]

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Illinois

COUNTY OF Will

The foregoing instrument was acknowledged before me this 3 day of May, 2016 by Dinkar Kamuri of Senryo Technologies, on behalf of the corporation/agency.

He/She is personally known to me or produced Drivers License as identification and did/did not first take an oath.

My Commission Expires:
March 26, 2019

[Signature]

Signature - Notary Public

Jodi McCulloch

Printed Name of Notary

(SEAL)

817274

Notary's Commission No.



SCOPE OF SERVICES

1. VENDOR shall provide a timely and effective sourcing strategy that identifies qualified candidates for referral, including those from diverse backgrounds.
2. VENDOR shall provide a timely and effective screening process that ensures all referred candidates fit the knowledge, skills, and experience requirements for the position, possess the personal characteristics required for successful job performance, and, are a salary fit.
3. VENDOR shall conduct a minimum of two in-depth reference checks with individuals who are or have been in the position to evaluate the candidate's performance on the job. Through these reference checks, verify the candidate possesses the knowledge, skills and experience to meet the requirements of the job and has the personal characteristics required for successful job performance.
4. VENDOR shall debrief with Broward County Public Schools (BCPS) staff following interviews and identify additional candidates if necessary.
5. VENDOR shall verify the selected candidates' educational background, the possession of any required licenses and certifications, if applicable, and, upon request, conduct a background investigation.
6. VENDOR, in the event politically sensitive or potentially critical issues arise in the candidate's background, conduct in-depth interviews with principal parties to clarify the event and clearly describe a picture of the event.
7. VENDOR shall specialize in Information Technology staffing services including both temporary staffing and consulting services.
8. VENDOR shall use proven testing and screening procedures to validate candidates' technical competency.
9. VENDOR shall be able to obtain and retain a sufficient pool of candidates to meet BCPS requirements.
10. VENDOR must have adequate administrative and supervisory staff to support all aspects of IT staffing services including recruitment, screening and retention of IT candidates, performance checks, coaching and skills enhancement, and customer support.
11. In accepting a Scope of Work, VENDOR recognizes and accepts its responsibility for all tasks and Deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and Deliverables and agrees to be fully accountable for the performance thereof. In addition, VENDOR assumes full responsibility for the acts of all subcontractors.

SCOPE OF SERVICES

12. VENDOR shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Scope of Work it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. VENDOR is accountable to BCPS for the actions of its personnel.
13. VENDOR shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any work under this RFP. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the VENDOR's own expense.
14. VENDOR's management responsibilities include, but are not limited to, the following:
 - Ensure VENDOR's personnel understands the work to be performed on the State of Work to which they are assigned.
 - Ensure VENDOR's personnel know their management chain and adhere to BCPS's policies and exhibit professional conduct to perform in the best interest of BCPS.
 - Ensure VENDOR's personnel adhere to applicable laws, regulations, and Agreement conditions governing VENDOR's performance and relationships with BCPS.
 - Regularly assess personnel performance and provide feedback to improve overall task performance.
 - Ensure high quality results are achieved through task performance.
15. To the extent that any software is developed, modified, or otherwise procured under a Statement of Work, VENDOR is responsible for providing appropriate documentation, based on commercially-accepted software documentation standards. BCPS may address specific software documentation needs or standards in the appropriate Statement of Work.
16. All intellectual property rights in all works provided under this Agreement which are written or produced on a modified or customized basis, including, without limitation, all future such rights when the said works are created, shall be owned by BCPS and the VENDOR shall ensure that it executes all documents necessary to effect such ownership.

Where VENDOR provides existing intellectual property rights, protected material to SBBC under this Agreement, it shall disclose this information to BCPS, warrants it has the right to do so, and shall fully indemnify and hold SBBC harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such customized work. Except as provided above both parties retain ownership of their pre-existing intellectual property rights protected material.

SCOPE OF SERVICES

17. VENDOR shall provide IT consulting services as necessary and as required by this Agreement. A written quotation is required to encompass all scope of work required to perform consulting services. VENDOR shall provide the services at the hourly rate(s) stated in **Attachment B** and may provide the services at a not-to-exceed flat rate.

COST OF SERVICES

	JOB TITLE	HOURLY COST
1.	Programmer/Analyst (Entry Level)	\$85.00
2.	Programmer/Analyst I	\$106.00
3.	Programmer/Analyst II	\$118.00
4.	Programmer/Analyst III	\$127.00
5.	Specialist II	\$130.00
6.	Specialist III	\$166.00
7.	DB/2 Database Administrator	\$140.00
8.	Business Warehouse Administrator	\$138.00
9.	SQL Database Administrator	\$115.00
10.	UNIX/AIX Systems Administrator	\$105.00
11.	Senior .Net Developer	\$125.00
12.	Linux System Administrator	\$105.00
13.	PHP Web Developer	\$125.00
14.	Systems Analyst I	\$102.00
15.	Systems Analyst II	\$127.00
16.	Systems Analyst III	\$136.00
17.	Network Analyst III	\$115.00
18.	Network Analyst IV	\$130.00
19.	Budget Analyst IV	\$117.00
20.	Tele-Communications Analyst IV	\$105.00
21.	Technician I	\$65.00
22.	Technician II	\$80.00
23.	Digital Media Developer	\$85.00
24.	Interactive Web-Based Training Developer	\$135.00
25.	Interactive Web-Based Trainer	\$125.00
26.	Online Course Developer	\$135.00
27.	Training Program Developer	\$135.00
28.	Training Program Deliverer	\$125.00
29.	Training Program Evaluator	\$140.00
30.	Computer Operator (Operations Center)	\$55.00
31.	Web Applications Developer	\$125.00
32.	Web Designer	\$105.00
33.	SAP Configurator	\$165.00
34.	SAP BASIS Administrator	\$145.00
35.	SAP Security Administrator	\$160.00
36.	SAP Workflow Coordinator	\$170.00
37.	SAP Employee Self-Service Administrator	\$185.00
38.	SAP Project Manager	\$175.00
39.	iXOS Administration Coordinator	\$85.00
40.	Project Manager (Entry Level)	\$120.00

COST OF SERVICES

	<u>JOB TITLE</u>	<u>HOURLY COST</u>
41.	Project Manager I	\$145.00
42.	Project Manager II	\$165.00
43.	Project Manager III	\$185.00
44.	Technical Consultant I	\$110.00
45.	Technical Consultant II	\$135.00
46.	Technical Consultant III	\$160.00
47.	Network Architect	\$150.00
48.	Network Security Engineer	\$146.00
49.	Senior Network Engineer	\$127.00
50.	Network Engineer	\$117.00
51.	VMWare Specialist	\$160.00
52.	Storage Area Network (SAN) Systems Admin.	\$135.00
53.	Identity Management Specialist	\$196.00
54.	SharePoint	\$185.00

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SGS TECHNOLOGIE, LLC

(hereinafter referred to as “VENDOR”),
whose principal place of business is
6817 Southpoint Parkway, Suite #2104
Jacksonville, Florida 32216

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-006V – Technical Contract Staffing and Consulting Services (hereinafter referred to as “RFP”), dated December 18, 2015 and amended by Addendum No. 3, dated January 26, 2016, Addendum No. 2, dated January 22, 2016 and Addendum No. 1, dated January 13, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for technical contract staffing and consulting services; and

WHEREAS, VENDOR offered a proposal dated January 25, 2016 (hereinafter referred to as “Proposal”) which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2016** and conclude on **June 30, 2019**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC’s Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 3, then;
- Third: Addendum No. 2, then;
- Fourth: Addendum No. 1, then;
- Fifth: RFP 17-006V – Technical Contract Staffing and Consulting Services, then;
- Sixth: Proposal submitted in response to the RFP by VENDOR.

2.03 **Services:** VENDOR shall provide SBBC with the Scope of Services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A – Scope of Services.**

2.04 **Cost of Services.** SBBC shall pay VENDOR for SBBC prior approved services rendered under this Agreement in accordance with the following attached schedule. Costs shall not exceed the amount as stated on the Purchase Order. Any additional costs must be pre-approved by SBBC before the commencement of the additional service(s). VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of services during the term of the contract. VENDOR may invoice SBBC at an hourly rate less than their original bid price. See **Attachment B – Cost of Services.**

2.05 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents

pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

- To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301
- With a Copy to: Chief Information Officer
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, 3rd Floor
Sunrise, Florida 33351
- To VENDOR: SGS Technologie, LLC
6817 Southpoint Parkway, Suite #2104
Jacksonville, Florida 32216
- With a Copy to: Anand Venkatesan
SGS Technologie, LLC
6817 Southpoint Parkway, Suite #2104
Jacksonville, Florida 32216

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable

cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty

imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Attachments A and B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By **VENDOR**: **VENDOR** agrees to indemnify, hold harmless and defend **SBBC**, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which **SBBC**, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by **VENDOR**, its agents, servants or employees; the equipment of **VENDOR**, its agents, servants or employees while such equipment is on premises owned or controlled by **SBBC**; or the negligence of **VENDOR** or the negligence of **VENDOR**'s agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including **SBBC**'s property, and injury or death of any person whether employed by **VENDOR**, **SBBC** or otherwise.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School Board of Broward
County, Florida, ou=Office of the General Counsel,
email=kathelyn.jacques-adams@browardschools.com, c=US
Reason: SGS Technologie, LLC - RFP 17-006V - Technical Contract
Staffing and Consulting Services
Date: 2016.06.03 16:08:11 -0400'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

SGS TECHNOLOGIE, LLC

ATTEST:

By May A House

_____, Secretary

-or-
[Signature]
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 25th day of April, 2016 by [Signature] of _____, on behalf of the corporation/agency.

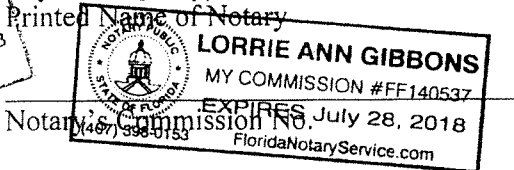
[Signature]
Name of Corporation or Agency
He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. _____
Type of Identification

My Commission Expires:

[Signature]
Signature - Notary Public

Lorrie Ann Gibbons
Printed Name of Notary

(SEAL)



SCOPE OF SERVICES

1. VENDOR shall provide a timely and effective sourcing strategy that identifies qualified candidates for referral, including those from diverse backgrounds.
2. VENDOR shall provide a timely and effective screening process that ensures all referred candidates fit the knowledge, skills, and experience requirements for the position, possess the personal characteristics required for successful job performance, and, are a salary fit.
3. VENDOR shall conduct a minimum of two in-depth reference checks with individuals who are or have been in the position to evaluate the candidate's performance on the job. Through these reference checks, verify the candidate possesses the knowledge, skills and experience to meet the requirements of the job and has the personal characteristics required for successful job performance.
4. VENDOR shall debrief with Broward County Public Schools (BCPS) staff following interviews and identify additional candidates if necessary.
5. VENDOR shall verify the selected candidates' educational background, the possession of any required licenses and certifications, if applicable, and, upon request, conduct a background investigation.
6. VENDOR, in the event politically sensitive or potentially critical issues arise in the candidate's background, conduct in-depth interviews with principal parties to clarify the event and clearly describe a picture of the event.
7. VENDOR shall specialize in Information Technology staffing services including both temporary staffing and consulting services.
8. VENDOR shall use proven testing and screening procedures to validate candidates' technical competency.
9. VENDOR shall be able to obtain and retain a sufficient pool of candidates to meet BCPS requirements.
10. VENDOR must have adequate administrative and supervisory staff to support all aspects of IT staffing services including recruitment, screening and retention of IT candidates, performance checks, coaching and skills enhancement, and customer support.
11. In accepting a Scope of Work, VENDOR recognizes and accepts its responsibility for all tasks and Deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and Deliverables and agrees to be fully accountable for the performance thereof. In addition, VENDOR assumes full responsibility for the acts of all subcontractors.

SCOPE OF SERVICES

12. VENDOR shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Scope of Work it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. VENDOR is accountable to BCPS for the actions of its personnel.
13. VENDOR shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any work under this RFP. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the VENDOR's own expense.
14. VENDOR's management responsibilities include, but are not limited to, the following:
 - Ensure VENDOR's personnel understands the work to be performed on the State of Work to which they are assigned.
 - Ensure VENDOR's personnel know their management chain and adhere to BCPS's policies and exhibit professional conduct to perform in the best interest of BCPS.
 - Ensure VENDOR's personnel adhere to applicable laws, regulations, and Agreement conditions governing VENDOR's performance and relationships with BCPS.
 - Regularly assess personnel performance and provide feedback to improve overall task performance.
 - Ensure high quality results are achieved through task performance.
15. To the extent that any software is developed, modified, or otherwise procured under a Statement of Work, VENDOR is responsible for providing appropriate documentation, based on commercially-accepted software documentation standards. BCPS may address specific software documentation needs or standards in the appropriate Statement of Work.
16. All intellectual property rights in all works provided under this Agreement which are written or produced on a modified or customized basis, including, without limitation, all future such rights when the said works are created, shall be owned by BCPS and the VENDOR shall ensure that it executes all documents necessary to effect such ownership.

Where VENDOR provides existing intellectual property rights, protected material to SBBC under this Agreement, it shall disclose this information to BCPS, warrants it has the right to do so, and shall fully indemnify and hold SBBC harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such customized work. Except as provided above both parties retain ownership of their pre-existing intellectual property rights protected material.

SCOPE OF SERVICES

17. VENDOR shall provide IT consulting services as necessary and as required by this Agreement. A written quotation is required to encompass all scope of work required to perform consulting services. VENDOR shall provide the services at the hourly rate(s) stated in **Attachment B** and may provide the services at a not-to-exceed flat rate.

COST OF SERVICES

	<u>JOB TITLE</u>	<u>HOURLY COST</u>
1.	Programmer/Analyst (Entry Level)	\$50.00
2.	Programmer/Analyst I	\$55.00
3.	Programmer/Analyst II	\$65.00
4.	Programmer/Analyst III	\$78.00
5.	Specialist II	\$70.00
6.	Specialist III	\$85.00
7.	DB/2 Database Administrator	\$68.00
8.	Business Warehouse Administrator	\$85.00
9.	SQL Database Administrator	\$70.00
10.	UNIX/AIX Systems Administrator	\$70.00
11.	Senior .Net Developer	\$60.00
12.	Linux System Administrator	\$65.00
13.	PHP Web Developer	\$65.00
14.	Systems Analyst I	\$55.00
15.	Systems Analyst II	\$62.00
16.	Systems Analyst III	\$75.00
17.	Network Analyst III	\$58.00
18.	Network Analyst IV	\$68.00
19.	Budget Analyst IV	\$55.00
20.	Tele-Communications Analyst IV	\$50.00
21.	Technician I	\$28.00
22.	Technician II	\$40.00
23.	Digital Media Developer	\$60.00
24.	Interactive Web-Based Training Developer	\$70.00
25.	Interactive Web-Based Trainer	\$70.00
26.	Online Course Developer	\$80.00
27.	Training Program Developer	\$75.00
28.	Training Program Deliverer	\$75.00
29.	Training Program Evaluator	\$70.00
30.	Computer Operator (Operations Center)	\$40.00
31.	Web Applications Developer	\$75.00
32.	Web Designer	\$70.00
33.	SAP Configurator	\$90.00
34.	SAP BASIS Administrator	\$90.00
35.	SAP Security Administrator	\$110.00
36.	SAP Workflow Coordinator	\$125.00
37.	SAP Employee Self-Service Administrator	\$100.00
38.	SAP Project Manager	\$90.00
39.	iXOS Administration Coordinator	\$70.00
40.	Project Manager (Entry Level)	\$55.00

COST OF SERVICES

	<u>JOB TITLE</u>	<u>HOURLY COST</u>
41.	Project Manager I	\$65.00
42.	Project Manager II	\$75.00
43.	Project Manager III	\$90.00
44.	Technical Consultant I	\$60.00
45.	Technical Consultant II	\$70.00
46.	Technical Consultant III	\$90.00
47.	Network Architect	\$75.00
48.	Network Security Engineer	\$90.00
49.	Senior Network Engineer	\$78.00
50.	Network Engineer	\$70.00
51.	VMWare Specialist	\$75.00
52.	Storage Area Network (SAN) Systems Admin.	\$80.00
53.	Identity Management Specialist	\$75.00
54.	SharePoint	\$90.00

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SIERRA INFOSYS INC

(hereinafter referred to as "VENDOR"),
whose principal place of business is
6001 Savoy Drive, Suite #210
Houston, Texas 77036

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-006V – Technical Contract Staffing and Consulting Services (hereinafter referred to as "RFP"), dated December 18, 2015 and amended by Addendum No. 3, dated January 26, 2016, Addendum No. 2, dated January 22, 2016 and Addendum No. 1, dated January 13, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for technical contract staffing and consulting services; and

WHEREAS, VENDOR offered a proposal dated January 25, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2016** and conclude on **June 30, 2019**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 3, then;
- Third: Addendum No. 2, then;
- Fourth: Addendum No. 1, then;
- Fifth: RFP 17-006V – Technical Contract Staffing and Consulting Services, then;
- Sixth: Proposal submitted in response to the RFP by VENDOR.

2.03 **Services:** VENDOR shall provide SBBC with the Scope of Services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A – Scope of Services.**

2.04 **Cost of Services.** SBBC shall pay VENDOR for SBBC prior approved services rendered under this Agreement in accordance with the following attached schedule. Costs shall not exceed the amount as stated on the Purchase Order. Any additional costs must be pre-approved by SBBC before the commencement of the additional service(s). VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of services during the term of the contract. VENDOR may invoice SBBC at an hourly rate less than their original bid price. See **Attachment B – Cost of Services.**

2.05 **M/WBE Participation.** As consideration for being awarded this Agreement, VENDOR shall maintain ten percent (10%) M/WBE participation in this Agreement for each M/WBE vendor. VENDOR has agreed to utilize Synergy Software Solutions, Inc. (M/WBE firm), Certificate #7007-5727, and ALJS Services LLC (M/WBE firm), Certificate #7007-7129, to provide consulting support.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of any of the entities listed above. Utilizing any entity other than the ones listed, will be considered a breach of this Agreement; and VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Information Officer
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, 3rd Floor
Sunrise, Florida 33351

To VENDOR: Sierra Infosys, Inc.
6001 Savoy Drive, Suite #210
Houston, Texas 77036

With a Copy to: Raghunathan S. Kumar
Sierra Infosys, Inc.
6001 Savoy Drive, Suite #210
Houston, Texas 77036

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable

cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty

imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Attachments A and B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School Board of Broward County, Florida, ou=Office of the General Counsel,
email=kathelyn.jacques-adams@browardschools.com, c=US
Reason: Sierra Infosys Inc - RFP 17-006V - Technical Contract Staffing and Consulting Services
Date: 2016.06.03 16:09:27 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

SIERRA INFOSYS INC

ATTEST:

S. Linn
_____, Secretary

By R. Linn

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 2nd day of MAY, 2016 by RAJHUNATHAN KUMAR of SIERRA INFOSYS INC, on behalf of the corporation/agency.

He/She is personally known to me or produced DRIVING LICENSE as identification and did/did not first take an oath. _____ as
Type of Identification

My Commission Expires:

B.S. May

Signature – Notary Public

(SEAL)



MAYA BAVA

Printed Name of Notary

128819430

Notary's Commission No.

SCOPE OF SERVICES

1. VENDOR shall provide a timely and effective sourcing strategy that identifies qualified candidates for referral, including those from diverse backgrounds.
2. VENDOR shall provide a timely and effective screening process that ensures all referred candidates fit the knowledge, skills, and experience requirements for the position, possess the personal characteristics required for successful job performance, and, are a salary fit.
3. VENDOR shall conduct a minimum of two in-depth reference checks with individuals who are or have been in the position to evaluate the candidate's performance on the job. Through these reference checks, verify the candidate possesses the knowledge, skills and experience to meet the requirements of the job and has the personal characteristics required for successful job performance.
4. VENDOR shall debrief with Broward County Public Schools (BCPS) staff following interviews and identify additional candidates if necessary.
5. VENDOR shall verify the selected candidates' educational background, the possession of any required licenses and certifications, if applicable, and, upon request, conduct a background investigation.
6. VENDOR, in the event politically sensitive or potentially critical issues arise in the candidate's background, conduct in-depth interviews with principal parties to clarify the event and clearly describe a picture of the event.
7. VENDOR shall specialize in Information Technology staffing services including both temporary staffing and consulting services.
8. VENDOR shall use proven testing and screening procedures to validate candidates' technical competency.
9. VENDOR shall be able to obtain and retain a sufficient pool of candidates to meet BCPS requirements.
10. VENDOR must have adequate administrative and supervisory staff to support all aspects of IT staffing services including recruitment, screening and retention of IT candidates, performance checks, coaching and skills enhancement, and customer support.
11. In accepting a Scope of Work, VENDOR recognizes and accepts its responsibility for all tasks and Deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and Deliverables and agrees to be fully accountable for the performance thereof. In addition, VENDOR assumes full responsibility for the acts of all subcontractors.

SCOPE OF SERVICES

12. VENDOR shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Scope of Work it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. VENDOR is accountable to BCPS for the actions of its personnel.
13. VENDOR shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any work under this RFP. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the VENDOR's own expense.
14. VENDOR's management responsibilities include, but are not limited to, the following:
 - Ensure VENDOR's personnel understands the work to be performed on the State of Work to which they are assigned.
 - Ensure VENDOR's personnel know their management chain and adhere to BCPS's policies and exhibit professional conduct to perform in the best interest of BCPS.
 - Ensure VENDOR's personnel adhere to applicable laws, regulations, and Agreement conditions governing VENDOR's performance and relationships with BCPS.
 - Regularly assess personnel performance and provide feedback to improve overall task performance.
 - Ensure high quality results are achieved through task performance.
15. To the extent that any software is developed, modified, or otherwise procured under a Statement of Work, VENDOR is responsible for providing appropriate documentation, based on commercially-accepted software documentation standards. BCPS may address specific software documentation needs or standards in the appropriate Statement of Work.
16. All intellectual property rights in all works provided under this Agreement which are written or produced on a modified or customized basis, including, without limitation, all future such rights when the said works are created, shall be owned by BCPS and the VENDOR shall ensure that it executes all documents necessary to effect such ownership.

Where VENDOR provides existing intellectual property rights, protected material to SBBC under this Agreement, it shall disclose this information to BCPS, warrants it has the right to do so, and shall fully indemnify and hold SBBC harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such customized work. Except as provided above both parties retain ownership of their pre-existing intellectual property rights protected material.

SCOPE OF SERVICES

17. VENDOR shall provide IT consulting services as necessary and as required by this Agreement. A written quotation is required to encompass all scope of work required to perform consulting services. VENDOR shall provide the services at the hourly rate(s) stated in **Attachment B** and may provide the services at a not-to-exceed flat rate.

COST OF SERVICES

	<u>JOB TITLE</u>	<u>HOURLY COST</u>
1.	Programmer/Analyst (Entry Level)	No Bid
2.	Programmer/Analyst I	No Bid
3.	Programmer/Analyst II	No Bid
4.	Programmer/Analyst III	No Bid
5.	Specialist II	No Bid
6.	Specialist III	No Bid
7.	DB/2 Database Administrator	No Bid
8.	Business Warehouse Administrator	No Bid
9.	SQL Database Administrator	No Bid
10.	UNIX/AIX Systems Administrator	No Bid
11.	Senior .Net Developer	No Bid
12.	Linux System Administrator	No Bid
13.	PHP Web Developer	No Bid
14.	Systems Analyst I	No Bid
15.	Systems Analyst II	No Bid
16.	Systems Analyst III	No Bid
17.	Network Analyst III	No Bid
18.	Network Analyst IV	No Bid
19.	Budget Analyst IV	No Bid
20.	Tele-Communications Analyst IV	No Bid
21.	Technician I	No Bid
22.	Technician II	No Bid
23.	Digital Media Developer	No Bid
24.	Interactive Web-Based Training Developer	No Bid
25.	Interactive Web-Based Trainer	No Bid
26.	Online Course Developer	No Bid
27.	Training Program Developer	No Bid
28.	Training Program Deliverer	No Bid
29.	Training Program Evaluator	No Bid
30.	Computer Operator (Operations Center)	No Bid
31.	Web Applications Developer	No Bid
32.	Web Designer	No Bid
33.	SAP Configurator	No Bid
34.	SAP BASIS Administrator	No Bid
35.	SAP Security Administrator	No Bid
36.	SAP Workflow Coordinator	No Bid
37.	SAP Employee Self-Service Administrator	No Bid
38.	SAP Project Manager	No Bid
39.	iXOS Administration Coordinator	No Bid
40.	Project Manager (Entry Level)	No Bid

COST OF SERVICES

	<u>JOB TITLE</u>	<u>HOURLY COST</u>
41.	Project Manager I	\$100.00
42.	Project Manager II	\$105.00
43.	Project Manager III	\$110.00
44.	Technical Consultant I	\$85.00
45.	Technical Consultant II	\$90.00
46.	Technical Consultant III	\$95.00
47.	Network Architect	\$89.00
48.	Network Security Engineer	\$78.00
49.	Senior Network Engineer	\$78.00
50.	Network Engineer	\$72.00
51.	VMWare Specialist	\$88.00
52.	Storage Area Network (SAN) Systems Admin.	\$85.00
53.	Identity Management Specialist	\$95.00
54.	SharePoint	\$78.00

ADDITIONAL INFORMATION

<u>JOB TITLE</u>	<u>HOURLY COST</u>
SAP Configurator	\$125.00
SAP BASIS Administrator	\$135.00
SAP Security Administrator	\$155.00
SAP Workflow Coordinator	\$155.00
SAP Employee Self-Service Administrator	\$145.00
SAP Project Manager	\$165.00
SAP ABAP	\$125.00
SAP S4 HANA	\$185.00
SAP BOBJ	\$125.00
SAP BW	\$145.00

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SYNCHRONOUS SOLUTIONS, INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
211 West Wacker Drive, Suite #300
Chicago, Illinois 60606

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-006V – Technical Contract Staffing and Consulting Services (hereinafter referred to as "RFP"), dated December 18, 2015 and amended by Addendum No. 3, dated January 26, 2016, Addendum No. 2, dated January 22, 2016 and Addendum No. 1, dated January 13, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for technical contract staffing and consulting services; and

WHEREAS, VENDOR offered a proposal dated January 28, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2016** and conclude on **June 30, 2019**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 3, then;
- Third: Addendum No. 2, then;
- Fourth: Addendum No. 1, then;
- Fifth: RFP 17-006V – Technical Contract Staffing and Consulting Services, then;
- Sixth: Proposal submitted in response to the RFP by VENDOR.

2.03 **Services:** VENDOR shall provide SBBC with the Scope of Services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A.- Scope of Services.**

2.04 **Cost of Services.** SBBC shall pay VENDOR for SBBC prior approved services rendered under this Agreement in accordance with the following attached schedule. Costs shall not exceed the amount as stated on the Purchase Order. Any additional costs must be pre-approved by SBBC before the commencement of the additional service(s). VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of services during the term of the contract. VENDOR may invoice SBBC at an hourly rate less than their original bid price. See **Attachment B – Cost of Services.**

2.05 **M/WBE Participation.** VENDOR is a Certified MBE (African American) with SBBC, Certificate #7007-7147.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of

the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Information Officer
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, 3rd Floor
Sunrise, Florida 33351

To VENDOR: John Sterling, President and CEO
Synchronous Solutions, Inc.
7401 Wiles Road, Suite #235
Coral Springs, Florida 33067

With a Copy to: Harlan Kahn
Bronson & Kahn
150 N. Wacker Drive, Suite #1400
Chicago, Illinois 60606

2.08 **Background Screening**: VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Attachments A and B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School Board of Broward County,
Florida, ou=Office of the General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Reason: Synchronous Solutions, Inc. - RFP 17-006V - Technical Contract
Staffing and Consulting Services
Date: 2016.06.03 16:10:15 -0400

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

SYNCHRONOUS SOLUTIONS, INC.

ATTEST:

John Sterling
John Sterling, Secretary
-or-

By John Sterling

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20 day of May, 2016 by _____ of _____

_____, on behalf of the corporation/agency.

Name of Corporation or Agency
He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____
Type of Identification

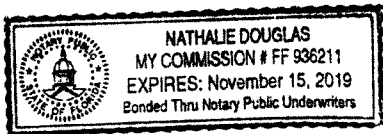
My Commission Expires:

Nathalie Douglas
Signature - Notary Public

Nathalie Douglas
Printed Name of Notary

FF 936211
Notary's Commission No.

(SEAL)



SCOPE OF SERVICES

1. VENDOR shall provide a timely and effective sourcing strategy that identifies qualified candidates for referral, including those from diverse backgrounds.
2. VENDOR shall provide a timely and effective screening process that ensures all referred candidates fit the knowledge, skills, and experience requirements for the position, possess the personal characteristics required for successful job performance, and, are a salary fit.
3. VENDOR shall conduct a minimum of two in-depth reference checks with individuals who are or have been in the position to evaluate the candidate's performance on the job. Through these reference checks, verify the candidate possesses the knowledge, skills and experience to meet the requirements of the job and has the personal characteristics required for successful job performance.
4. VENDOR shall debrief with Broward County Public Schools (BCPS) staff following interviews and identify additional candidates if necessary.
5. VENDOR shall verify the selected candidates' educational background, the possession of any required licenses and certifications, if applicable, and, upon request, conduct a background investigation.
6. VENDOR, in the event politically sensitive or potentially critical issues arise in the candidate's background, conduct in-depth interviews with principal parties to clarify the event and clearly describe a picture of the event.
7. VENDOR must specialize in Information Technology staffing services including both temporary staffing and consulting services.
8. VENDOR shall use proven testing and screening procedures to validate candidates' technical competency.
9. VENDOR must be able to obtain and retain a sufficient pool of candidates to meet BCPS requirements.
10. VENDOR must have adequate administrative and supervisory staff to support all aspects of IT staffing services including recruitment, screening and retention of IT candidates, performance checks, coaching and skills enhancement, and customer support.
11. In accepting a Scope of Work, VENDOR recognizes and accepts its responsibility for all tasks and Deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and Deliverables and agrees to be fully accountable for the performance thereof. In addition, VENDOR assumes full responsibility for the acts of all subcontractors.

SCOPE OF SERVICES

12. VENDOR shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Scope of Work it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. VENDOR is accountable to BCPS for the actions of its personnel.
13. VENDOR shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any work under this RFP. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the VENDOR's own expense.
14. VENDOR's management responsibilities include, but are not limited to, the following:
 - Ensure VENDOR's personnel understands the work to be performed on the State of Work to which they are assigned.
 - Ensure VENDOR's personnel know their management chain and adhere to BCPS's policies and exhibit professional conduct to perform in the best interest of BCPS.
 - Ensure VENDOR's personnel adhere to applicable laws, regulations, and Agreement conditions governing VENDOR's performance and relationships with BCPS.
 - Regularly assess personnel performance and provide feedback to improve overall task performance.
 - Ensure high quality results are achieved through task performance.
15. To the extent that any software is developed, modified, or otherwise procured under a Statement of Work, VENDOR is responsible for providing appropriate documentation, based on commercially-accepted software documentation standards. BCPS may address specific software documentation needs or standards in the appropriate Statement of Work.
16. All intellectual property rights in all works provided under this Agreement which are written or produced on a modified or customized basis, including, without limitation, all future such rights when the said works are created, shall be owned by BCPS and the VENDOR shall ensure that it executes all documents necessary to effect such ownership.

Where VENDOR provides existing intellectual property rights, protected material to SBBC under this Agreement, it shall disclose this information to BCPS, warrants it has the right to do so, and shall fully indemnify and hold SBBC harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such customized work. Except as provided above both parties retain ownership of their pre-existing intellectual property rights protected material.

SCOPE OF SERVICES

17. VENDOR shall provide IT consulting services as necessary and as required by this Agreement. A written quotation is required to encompass all scope of work required to perform consulting services. VENDOR shall provide the services at the hourly rate(s) stated in **Attachment B** and may provide the services at a not-to-exceed flat rate.

COST OF SERVICES

	<u>JOB TITLE</u>	<u>HOURLY COST</u>
1.	Programmer/Analyst (Entry Level)	\$60.00
2.	Programmer/Analyst I	\$75.00
3.	Programmer/Analyst II	\$90.00
4.	Programmer/Analyst III	\$120.00
5.	Specialist II	\$90.00
6.	Specialist III	\$110.00
7.	DB/2 Database Administrator	\$110.00
8.	Business Warehouse Administrator	\$120.00
9.	SQL Database Administrator	\$100.00
10.	UNIX/AIX Systems Administrator	\$90.00
11.	Senior .Net Developer	\$110.00
12.	Linux System Administrator	\$90.00
13.	PHP Web Developer	\$90.00
14.	Systems Analyst I	\$105.00
15.	Systems Analyst II	\$120.00
16.	Systems Analyst III	\$135.00
17.	Network Analyst III	\$80.00
18.	Network Analyst IV	\$100.00
19.	Budget Analyst IV	\$75.00
20.	Tele-Communications Analyst IV	\$90.00
21.	Technician I	\$55.00
22.	Technician II	\$70.00
23.	Digital Media Developer	\$60.00
24.	Interactive Web-Based Training Developer	\$90.00
25.	Interactive Web-Based Trainer	\$75.00
26.	Online Course Developer	\$110.00
27.	Training Program Developer	\$110.00
28.	Training Program Deliverer	\$110.00
29.	Training Program Evaluator	\$110.00
30.	Computer Operator (Operations Center)	\$60.00
31.	Web Applications Developer	\$110.00
32.	Web Designer	\$80.00
33.	SAP Configurator	\$170.00
34.	SAP BASIS Administrator	\$160.00
35.	SAP Security Administrator	\$150.00
36.	SAP Workflow Coordinator	\$165.00
37.	SAP Employee Self-Service Administrator	\$160.00
38.	SAP Project Manager	\$190.00
39.	iXOS Administration Coordinator	\$110.00
40.	Project Manager (Entry Level)	\$90.00

COST OF SERVICES

	<u>JOB TITLE</u>	<u>HOURLY COST</u>
41.	Project Manager I	\$110.00
42.	Project Manager II	\$150.00
43.	Project Manager III	\$175.00
44.	Technical Consultant I	\$65.00
45.	Technical Consultant II	\$80.00
46.	Technical Consultant III	\$105.00
47.	Network Architect	\$150.00
48.	Network Security Engineer	\$110.00
49.	Senior Network Engineer	\$135.00
50.	Network Engineer	\$95.00
51.	VMWare Specialist	\$125.00
52.	Storage Area Network (SAN) Systems Admin.	\$100.00
53.	Identity Management Specialist	\$120.00
54.	SharePoint	\$135.00

ADDITIONAL INFORMATION

<u>JOB TITLE</u>	<u>HOURLY COST</u>
SAP Solutions Architect	\$180.00
SAP Hana Consultant	\$180.00
SAP Developer	\$145.00
Org Change Management Architect	\$200.00
Org Change Management Lead	\$160.00
Program Manager	\$180.00

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SYNERGY TECHNOLOGIES, LLC

(hereinafter referred to as "VENDOR"),
whose principal place of business is
9600 W. Sample Road, Suite #304
Coral Springs, Florida 33065

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-006V – Technical Contract Staffing and Consulting Services (hereinafter referred to as "RFP"), dated December 18, 2015 and amended by Addendum No. 3, dated January 26, 2016, Addendum No. 2, dated January 22, 2016 and Addendum No. 1, dated January 13, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for technical contract staffing and consulting services; and

WHEREAS, VENDOR offered a proposal dated January 28, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2016** and conclude on **June 30, 2019**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 3, then;
- Third: Addendum No. 2, then;
- Fourth: Addendum No. 1, then;
- Fifth: RFP 17-006V – Technical Contract Staffing and Consulting Services, then;
- Sixth: Proposal submitted in response to the RFP by VENDOR.

2.03 **Services:** VENDOR shall provide SBBC with the Scope of Services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A – Scope of Services.**

2.04 **Cost of Services.** SBBC shall pay VENDOR for SBBC prior approved services rendered under this Agreement in accordance with the following attached schedule. Costs shall not exceed the amount as stated on the Purchase Order. Any additional costs must be pre-approved by SBBC before the commencement of the additional service(s). VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of services during the term of the contract. VENDOR may invoice SBBC at an hourly rate less than their original bid price. See **Attachment B – Cost of Services.**

2.05 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents

pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

- To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301
- With a Copy to: Chief Information Officer
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, 3rd Floor
Sunrise, Florida 33351
- To VENDOR: Synergy Technologies, LLC
9600 W. Sample Road, Suite #304
Coral Springs, Florida 33065
- With a Copy to: Rajesh Nettem, Chief Operating Officer
Synergy Technologies, LLC
9600 W. Sample Road, Suite #304
Coral Springs, Florida 33065

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party

additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each

such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Attachments A and B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School Board of Broward County, Florida, ou=Office of the General Counsel, email=kathelyn.jacques-adams@browardschools.com, c=US
Reason: Synergy Technologies, LLC - RFP 17-006V - Technical Contract Staffing and Consulting Services
Date: 2016.06.03 16:11:05 -0400

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

SYNERGY TECHNOLOGIES, LLC

ATTEST:

[Signature]

, Secretary

By N. Ryell

-or-

[Signature]
Witness Antonia Truendon

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

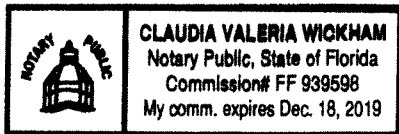
The foregoing instrument was acknowledged before me this 20th day of May, 2016 by Rajesh Nettem of Synergy Technologies LLC, on behalf of the corporation/agency.

He/She is personally known to me or produced Driver's License as identification and did/did not first take an oath. Type of Identification

My Commission Expires: Dec 18, 2019

[Signature]
Signature - Notary Public

(SEAL)



Claudia Valeria Wickham
Printed Name of Notary

FF 939598
Notary's Commission No.

SCOPE OF SERVICES

1. VENDOR shall provide a timely and effective sourcing strategy that identifies qualified candidates for referral, including those from diverse backgrounds.
2. VENDOR shall provide a timely and effective screening process that ensures all referred candidates fit the knowledge, skills, and experience requirements for the position, possess the personal characteristics required for successful job performance, and, are a salary fit.
3. VENDOR shall conduct a minimum of two in-depth reference checks with individuals who are or have been in the position to evaluate the candidate's performance on the job. Through these reference checks, verify the candidate possesses the knowledge, skills and experience to meet the requirements of the job and has the personal characteristics required for successful job performance.
4. VENDOR shall debrief with Broward County Public Schools (BCPS) staff following interviews and identify additional candidates if necessary.
5. VENDOR shall verify the selected candidates' educational background, the possession of any required licenses and certifications, if applicable, and, upon request, conduct a background investigation.
6. VENDOR, in the event politically sensitive or potentially critical issues arise in the candidate's background, conduct in-depth interviews with principal parties to clarify the event and clearly describe a picture of the event.
7. VENDOR shall specialize in Information Technology staffing services including both temporary staffing and consulting services.
8. VENDOR shall use proven testing and screening procedures to validate candidates' technical competency.
9. VENDOR shall be able to obtain and retain a sufficient pool of candidates to meet BCPS requirements.
10. VENDOR must have adequate administrative and supervisory staff to support all aspects of IT staffing services including recruitment, screening and retention of IT candidates, performance checks, coaching and skills enhancement, and customer support.
11. In accepting a Scope of Work, VENDOR recognizes and accepts its responsibility for all tasks and Deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and Deliverables and agrees to be fully accountable for the performance thereof. In addition, VENDOR assumes full responsibility for the acts of all subcontractors.

SCOPE OF SERVICES

12. VENDOR shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Scope of Work it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. VENDOR is accountable to BCPS for the actions of its personnel.
13. VENDOR shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any work under this RFP. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the VENDOR's own expense.
14. VENDOR's management responsibilities include, but are not limited to, the following:
 - Ensure VENDOR's personnel understands the work to be performed on the State of Work to which they are assigned.
 - Ensure VENDOR's personnel know their management chain and adhere to BCPS's policies and exhibit professional conduct to perform in the best interest of BCPS.
 - Ensure VENDOR's personnel adhere to applicable laws, regulations, and Agreement conditions governing VENDOR's performance and relationships with BCPS.
 - Regularly assess personnel performance and provide feedback to improve overall task performance.
 - Ensure high quality results are achieved through task performance.
15. To the extent that any software is developed, modified, or otherwise procured under a Statement of Work, VENDOR is responsible for providing appropriate documentation, based on commercially-accepted software documentation standards. BCPS may address specific software documentation needs or standards in the appropriate Statement of Work.
16. All intellectual property rights in all works provided under this Agreement which are written or produced on a modified or customized basis, including, without limitation, all future such rights when the said works are created, shall be owned by BCPS and the VENDOR shall ensure that it executes all documents necessary to effect such ownership.

Where VENDOR provides existing intellectual property rights, protected material to SBBC under this Agreement, it shall disclose this information to BCPS, warrants it has the right to do so, and shall fully indemnify and hold SBBC harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such customized work. Except as provided above both parties retain ownership of their pre-existing intellectual property rights protected material.

SCOPE OF SERVICES

17. VENDOR shall provide IT consulting services as necessary and as required by this Agreement. A written quotation is required to encompass all scope of work required to perform consulting services. VENDOR shall provide the services at the hourly rate(s) stated in **Attachment B** and may provide the services at a not-to-exceed flat rate.

COST OF SERVICES

	JOB TITLE	HOURLY COST
1.	Programmer/Analyst (Entry Level)	\$50.00
2.	Programmer/Analyst I	\$58.00
3.	Programmer/Analyst II	\$68.00
4.	Programmer/Analyst III	\$75.00
5.	Specialist II	\$60.00
6.	Specialist III	\$70.00
7.	DB/2 Database Administrator	\$79.00
8.	Business Warehouse Administrator	\$85.00
9.	SQL Database Administrator	\$79.00
10.	UNIX/AIX Systems Administrator	\$75.00
11.	Senior .Net Developer	\$75.00
12.	Linux System Administrator	\$75.00
13.	PHP Web Developer	\$75.00
14.	Systems Analyst I	\$55.00
15.	Systems Analyst II	\$66.00
16.	Systems Analyst III	\$74.00
17.	Network Analyst III	\$68.00
18.	Network Analyst IV	\$75.00
19.	Budget Analyst IV	\$70.00
20.	Tele-Communications Analyst IV	\$75.00
21.	Technician I	\$45.00
22.	Technician II	\$52.00
23.	Digital Media Developer	\$62.00
24.	Interactive Web-Based Training Developer	\$65.00
25.	Interactive Web-Based Trainer	\$65.00
26.	Online Course Developer	\$70.00
27.	Training Program Developer	\$70.00
28.	Training Program Deliverer	\$70.00
29.	Training Program Evaluator	\$65.00
30.	Computer Operator (Operations Center)	\$40.00
31.	Web Applications Developer	\$75.00
32.	Web Designer	\$65.00
33.	SAP Configurator	\$115.00
34.	SAP BASIS Administrator	\$115.00
35.	SAP Security Administrator	\$115.00
36.	SAP Workflow Coordinator	\$110.00
37.	SAP Employee Self-Service Administrator	\$92.00
38.	SAP Project Manager	\$115.00
39.	iXOS Administration Coordinator	\$105.00
40.	Project Manager (Entry Level)	\$55.00

ATTACHMENT B

COST OF SERVICES

	<u>JOB TITLE</u>	<u>HOURLY COST</u>
41.	Project Manager I	\$65.00
42.	Project Manager II	\$75.00
43.	Project Manager III	\$85.00
44.	Technical Consultant I	\$55.00
45.	Technical Consultant II	\$67.00
46.	Technical Consultant III	\$83.00
47.	Network Architect	\$95.00
48.	Network Security Engineer	\$82.00
49.	Senior Network Engineer	\$80.00
50.	Network Engineer	\$75.00
51.	VMWare Specialist	\$70.00
52.	Storage Area Network (SAN) Systems Admin.	\$70.00
53.	Identity Management Specialist	\$75.00
54.	SharePoint	\$95.00

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SYSTEM SOFT TECHNOLOGIES, INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
3000 Bayport Drive, Suite #840
Tampa, Florida 33607

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-006V – Technical Contract Staffing and Consulting Services (hereinafter referred to as "RFP"), dated December 18, 2015 and amended by Addendum No. 3, dated January 26, 2016, Addendum No. 2, dated January 22, 2016 and Addendum No. 1, dated January 13, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for technical contract staffing and consulting services; and

WHEREAS, VENDOR offered a proposal dated January 26, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2016** and conclude on **June 30, 2019**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 3, then;
- Third: Addendum No. 2, then;
- Fourth: Addendum No. 1, then;
- Fifth: RFP 17-006V – Technical Contract Staffing and Consulting Services, then;
- Sixth: Proposal submitted in response to the RFP by VENDOR.

2.03 **Services:** VENDOR shall provide SBBC with the Scope of Services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A – Scope of Services.**

2.04 **Cost of Services.** SBBC shall pay VENDOR for SBBC prior approved services rendered under this Agreement in accordance with the following attached schedule. Costs shall not exceed the amount as stated on the Purchase Order. Any additional costs must be pre-approved by SBBC before the commencement of the additional service(s). VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of services during the term of the contract. VENDOR may invoice SBBC at an hourly rate less than their original bid price. See **Attachment B – Cost of Services.**

2.05 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents

pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Information Officer
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, 3rd Floor
Sunrise, Florida 33351

To VENDOR: David M. Quish
System Soft Technologies, Inc.
3000 Bayport Drive, Suite #840
Tampa, Florida 33607

With a Copy to: John E. Quish
System Soft Technologies, Inc.
3000 Bayport Drive, Suite #840
Tampa, Florida 33607

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable

cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by

or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Attachments A and B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By **VENDOR**: **VENDOR** agrees to indemnify, hold harmless and defend **SBBC**, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which **SBBC**, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by **VENDOR**, its agents, servants or employees; the equipment of **VENDOR**, its agents, servants or employees while such equipment is on premises owned or controlled by **SBBC**; or the negligence of **VENDOR** or the negligence of **VENDOR**'s agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including **SBBC**'s property, and injury or death of any person whether employed by **VENDOR**, **SBBC** or otherwise.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Katelyn Jacques-Adams
DN: cn=Katelyn Jacques-Adams, o=The School Board of Broward County,
Florida, ou=Office of the General Counsel, email=katelyn.jacques-
adams@browardschools.com, c=US
Reason: System Soft Technologies, Inc. - RFP 17-006V - Technical Contract
Staffing and Consulting Services
Date: 2016.06.03 16:12:05 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

SYSTEM SOFT TECHNOLOGIES, INC.

ATTEST:

By David M. Quish

_____, Secretary

-or-

E. Carduccio
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 28 day of April, 2016 by David M. Quish of

_____, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced personally known as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

April 28, 2017

[Signature]
Signature - Notary Public

Linda B. Johnson
Printed Name of Notary

(SEAL)



EE877085
Notary's Commission No.

SCOPE OF SERVICES

1. VENDOR shall provide a timely and effective sourcing strategy that identifies qualified candidates for referral, including those from diverse backgrounds.
2. VENDOR shall provide a timely and effective screening process that ensures all referred candidates fit the knowledge, skills, and experience requirements for the position, possess the personal characteristics required for successful job performance, and, are a salary fit.
3. VENDOR shall conduct a minimum of two in-depth reference checks with individuals who are or have been in the position to evaluate the candidate's performance on the job. Through these reference checks, verify the candidate possesses the knowledge, skills and experience to meet the requirements of the job and has the personal characteristics required for successful job performance.
4. VENDOR shall debrief with Broward County Public Schools (BCPS) staff following interviews and identify additional candidates if necessary.
5. VENDOR shall verify the selected candidates' educational background, the possession of any required licenses and certifications, if applicable, and, upon request, conduct a background investigation.
6. VENDOR, in the event politically sensitive or potentially critical issues arise in the candidate's background, conduct in-depth interviews with principal parties to clarify the event and clearly describe a picture of the event.
7. VENDOR shall specialize in Information Technology staffing services including both temporary staffing and consulting services.
8. VENDOR shall use proven testing and screening procedures to validate candidates' technical competency.
9. VENDOR shall be able to obtain and retain a sufficient pool of candidates to meet BCPS requirements.
10. VENDOR must have adequate administrative and supervisory staff to support all aspects of IT staffing services including recruitment, screening and retention of IT candidates, performance checks, coaching and skills enhancement, and customer support.
11. In accepting a Scope of Work, VENDOR recognizes and accepts its responsibility for all tasks and Deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and Deliverables and agrees to be fully accountable for the performance thereof. In addition, VENDOR assumes full responsibility for the acts of all subcontractors.

SCOPE OF SERVICES

12. VENDOR shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Scope of Work it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. VENDOR is accountable to BCPS for the actions of its personnel.
13. VENDOR shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any work under this RFP. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the VENDOR's own expense.
14. VENDOR's management responsibilities include, but are not limited to, the following:
 - Ensure VENDOR's personnel understands the work to be performed on the State of Work to which they are assigned.
 - Ensure VENDOR's personnel know their management chain and adhere to BCPS's policies and exhibit professional conduct to perform in the best interest of BCPS.
 - Ensure VENDOR's personnel adhere to applicable laws, regulations, and Agreement conditions governing VENDOR's performance and relationships with BCPS.
 - Regularly assess personnel performance and provide feedback to improve overall task performance.
 - Ensure high quality results are achieved through task performance.
15. To the extent that any software is developed, modified, or otherwise procured under a Statement of Work, VENDOR is responsible for providing appropriate documentation, based on commercially-accepted software documentation standards. BCPS may address specific software documentation needs or standards in the appropriate Statement of Work.
16. All intellectual property rights in all works provided under this Agreement which are written or produced on a modified or customized basis, including, without limitation, all future such rights when the said works are created, shall be owned by BCPS and the VENDOR shall ensure that it executes all documents necessary to effect such ownership.

Where VENDOR provides existing intellectual property rights, protected material to SBBC under this Agreement, it shall disclose this information to BCPS, warrants it has the right to do so, and shall fully indemnify and hold SBBC harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such customized work. Except as provided above both parties retain ownership of their pre-existing intellectual property rights protected material.

SCOPE OF SERVICES

17. VENDOR shall provide IT consulting services as necessary and as required by this Agreement. A written quotation is required to encompass all scope of work required to perform consulting services. VENDOR shall provide the services at the hourly rate(s) stated in **Attachment B** and may provide the services at a not-to-exceed flat rate.

COST OF SERVICES

	<u>JOB TITLE</u>	<u>HOURLY COST</u>
1.	Programmer/Analyst (Entry Level)	\$40.00
2.	Programmer/Analyst I	\$45.00
3.	Programmer/Analyst II	\$55.00
4.	Programmer/Analyst III	\$65.00
5.	Specialist II	\$65.00
6.	Specialist III	\$65.00
7.	DB/2 Database Administrator	\$70.00
8.	Business Warehouse Administrator	\$80.00
9.	SQL Database Administrator	\$70.00
10.	UNIX/AIX Systems Administrator	\$70.00
11.	Senior .Net Developer	\$60.00
12.	Linux System Administrator	\$65.00
13.	PHP Web Developer	\$65.00
14.	Systems Analyst I	\$45.00
15.	Systems Analyst II	\$55.00
16.	Systems Analyst III	\$70.00
17.	Network Analyst III	\$55.00
18.	Network Analyst IV	\$70.00
19.	Budget Analyst IV	\$70.00
20.	Tele-Communications Analyst IV	\$65.00
21.	Technician I	\$30.00
22.	Technician II	\$37.00
23.	Digital Media Developer	\$65.00
24.	Interactive Web-Based Training Developer	No Bid
25.	Interactive Web-Based Trainer	No Bid
26.	Online Course Developer	No Bid
27.	Training Program Developer	No Bid
28.	Training Program Deliverer	No Bid
29.	Training Program Evaluator	No Bid
30.	Computer Operator (Operations Center)	\$40.00
31.	Web Applications Developer	\$65.00
32.	Web Designer	\$70.00
33.	SAP Configurator	\$90.00
34.	SAP BASIS Administrator	\$100.00
35.	SAP Security Administrator	\$110.00
36.	SAP Workflow Coordinator	\$115.00
37.	SAP Employee Self-Service Administrator	\$110.00
38.	SAP Project Manager	\$120.00
39.	iXOS Administration Coordinator	\$50.00
40.	Project Manager (Entry Level)	\$50.00

COST OF SERVICES

	<u>JOB TITLE</u>	<u>HOURLY COST</u>
41.	Project Manager I	\$60.00
42.	Project Manager II	\$70.00
43.	Project Manager III	\$90.00
44.	Technical Consultant I	\$55.00
45.	Technical Consultant II	\$65.00
46.	Technical Consultant III	\$85.00
47.	Network Architect	\$85.00
48.	Network Security Engineer	\$75.00
49.	Senior Network Engineer	\$70.00
50.	Network Engineer	\$60.00
51.	VMWare Specialist	\$85.00
52.	Storage Area Network (SAN) Systems Admin.	\$90.00
53.	Identity Management Specialist	\$105.00
54.	SharePoint	\$100.00

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE LITTLE GROUP LTD. CO LLC

DBA EXCLUSIVE NETWORK ENTERPRISES

(hereinafter referred to as "VENDOR"),

whose principal place of business is

2916 CR 3115

Greenville, Texas 75402

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-006V – Technical Contract Staffing and Consulting Services (hereinafter referred to as "RFP"), dated December 18, 2015 and amended by Addendum No. 3, dated January 26, 2016, Addendum No. 2, dated January 22, 2016 and Addendum No. 1, dated January 13, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for technical contract staffing and consulting services; and

WHEREAS, VENDOR offered a proposal dated January 21, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2016** and conclude on **June 30, 2019**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 3, then;
- Third: Addendum No. 2, then;
- Fourth: Addendum No. 1, then;
- Fifth: RFP 17-006V – Technical Contract Staffing and Consulting Services, then;
- Sixth: Proposal submitted in response to the RFP by VENDOR.

2.03 **Services:** VENDOR shall provide SBBC with the Scope of Services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A – Scope of Services.**

2.04 **Cost of Services.** SBBC shall pay VENDOR for SBBC prior approved services rendered under this Agreement in accordance with the following attached schedule. Costs shall not exceed the amount as stated on the Purchase Order. Any additional costs must be pre-approved by SBBC before the commencement of the additional service(s). VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of services during the term of the contract. VENDOR may invoice SBBC at an hourly rate less than their original bid price. See **Attachment B – Cost of Services.**

2.05 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents

pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Information Officer
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, 3rd Floor
Sunrise, Florida 33351

To VENDOR: Exclusive Network Enterprises
P.O. Box 8753
Greenville, Texas 75404

With a Copy to: James Mosby, CEO
Exclusive Network Enterprises
P.O. Box 8753
Greenville, Texas 75404

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable

cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by

or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Attachments A and B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By **VENDOR**: **VENDOR** agrees to indemnify, hold harmless and defend **SBBC**, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which **SBBC**, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by **VENDOR**, its agents, servants or employees; the equipment of **VENDOR**, its agents, servants or employees while such equipment is on premises owned or controlled by **SBBC**; or the negligence of **VENDOR** or the negligence of **VENDOR**'s agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including **SBBC**'s property, and injury or death of any person whether employed by **VENDOR**, **SBBC** or otherwise.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School Board of Broward County, Florida, ou=Office of the General Counsel, email=kathelyn.jacques-adams@browardschools.com, c=US
Reason: The Little Group Ltd. Co LLC dba Exclusive Network Enterprises - RFP 17-006V - Technical Contract Staffing and Consulting Services
Date: 2016.06.03 16:15:15 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

THE LITTLE GROUP LTD. CO LLC
DBA EXCLUSIVE NETWORK
ENTERPRISES

ATTEST:

By James A. Mosby
JAMES A. MOSBY

_____, Secretary

-or-

Witness

Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF TEXAS

COUNTY OF Hunt

The foregoing instrument was acknowledged before me this 28th day of
April, 2016 by James A Mosby of

Name of Person

Exclusive Network Enterprises, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced TX Drivers License as
identification and did/did not first take an oath. Type of Identification

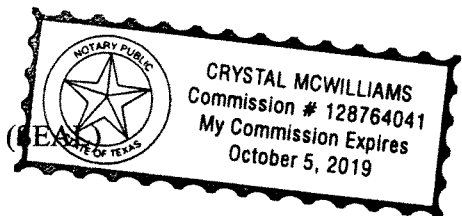
My Commission Expires:

Crystal McWilliams

Signature - Notary Public

Crystal McWilliams
Printed Name of Notary

128764041
Notary's Commission No.



SCOPE OF SERVICES

1. VENDOR shall provide a timely and effective sourcing strategy that identifies qualified candidates for referral, including those from diverse backgrounds.
2. VENDOR shall provide a timely and effective screening process that ensures all referred candidates fit the knowledge, skills, and experience requirements for the position, possess the personal characteristics required for successful job performance, and, are a salary fit.
3. VENDOR shall conduct a minimum of two in-depth reference checks with individuals who are or have been in the position to evaluate the candidate's performance on the job. Through these reference checks, verify the candidate possesses the knowledge, skills and experience to meet the requirements of the job and has the personal characteristics required for successful job performance.
4. VENDOR shall debrief with Broward County Public Schools (BCPS) staff following interviews and identify additional candidates if necessary.
5. VENDOR shall verify the selected candidates' educational background, the possession of any required licenses and certifications, if applicable, and, upon request, conduct a background investigation.
6. VENDOR, in the event politically sensitive or potentially critical issues arise in the candidate's background, conduct in-depth interviews with principal parties to clarify the event and clearly describe a picture of the event.
7. VENDOR shall specialize in Information Technology staffing services including both temporary staffing and consulting services.
8. VENDOR shall use proven testing and screening procedures to validate candidates' technical competency.
9. VENDOR shall be able to obtain and retain a sufficient pool of candidates to meet BCPS requirements.
10. VENDOR must have adequate administrative and supervisory staff to support all aspects of IT staffing services including recruitment, screening and retention of IT candidates, performance checks, coaching and skills enhancement, and customer support.
11. In accepting a Scope of Work, VENDOR recognizes and accepts its responsibility for all tasks and Deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and Deliverables and agrees to be fully accountable for the performance thereof. In addition, VENDOR assumes full responsibility for the acts of all subcontractors.

SCOPE OF SERVICES

12. VENDOR shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Scope of Work it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. VENDOR is accountable to BCPS for the actions of its personnel.
13. VENDOR shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any work under this RFP. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the VENDOR's own expense.
14. VENDOR's management responsibilities include, but are not limited to, the following:
 - Ensure VENDOR's personnel understands the work to be performed on the State of Work to which they are assigned.
 - Ensure VENDOR's personnel know their management chain and adhere to BCPS's policies and exhibit professional conduct to perform in the best interest of BCPS.
 - Ensure VENDOR's personnel adhere to applicable laws, regulations, and Agreement conditions governing VENDOR's performance and relationships with BCPS.
 - Regularly assess personnel performance and provide feedback to improve overall task performance.
 - Ensure high quality results are achieved through task performance.
15. To the extent that any software is developed, modified, or otherwise procured under a Statement of Work, VENDOR is responsible for providing appropriate documentation, based on commercially-accepted software documentation standards. BCPS may address specific software documentation needs or standards in the appropriate Statement of Work.
16. All intellectual property rights in all works provided under this Agreement which are written or produced on a modified or customized basis, including, without limitation, all future such rights when the said works are created, shall be owned by BCPS and the VENDOR shall ensure that it executes all documents necessary to effect such ownership.

Where VENDOR provides existing intellectual property rights, protected material to SBBC under this Agreement, it shall disclose this information to BCPS, warrants it has the right to do so, and shall fully indemnify and hold SBBC harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such customized work. Except as provided above both parties retain ownership of their pre-existing intellectual property rights protected material.

SCOPE OF SERVICES

17. VENDOR shall provide IT consulting services as necessary and as required by this Agreement. A written quotation is required to encompass all scope of work required to perform consulting services. VENDOR shall provide the services at the hourly rate(s) stated in **Attachment A** and may provide the services at a not-to-exceed flat rate.

COST OF SERVICES

	<u>JOB TITLE</u>	<u>HOURLY COST</u>
1.	Programmer/Analyst (Entry Level)	\$50.00
2.	Programmer/Analyst I	\$70.00
3.	Programmer/Analyst II	\$75.00
4.	Programmer/Analyst III	\$80.00
5.	Specialist II	\$75.00
6.	Specialist III	\$80.00
7.	DB/2 Database Administrator	\$85.00
8.	Business Warehouse Administrator	\$95.00
9.	SQL Database Administrator	\$90.00
10.	UNIX/AIX Systems Administrator	\$85.00
11.	Senior .Net Developer	\$95.00
12.	Linux System Administrator	\$85.00
13.	PHP Web Developer	\$80.00
14.	Systems Analyst I	\$60.00
15.	Systems Analyst II	\$70.00
16.	Systems Analyst III	\$75.00
17.	Network Analyst III	\$80.00
18.	Network Analyst IV	\$85.00
19.	Budget Analyst IV	\$80.00
20.	Tele-Communications Analyst IV	\$75.00
21.	Technician I	\$45.00
22.	Technician II	\$55.00
23.	Digital Media Developer	\$60.00
24.	Interactive Web-Based Training Developer	\$65.00
25.	Interactive Web-Based Trainer	\$70.00
26.	Online Course Developer	\$70.00
27.	Training Program Developer	\$70.00
28.	Training Program Deliverer	\$70.00
29.	Training Program Evaluator	\$70.00
30.	Computer Operator (Operations Center)	\$55.00
31.	Web Applications Developer	\$68.00
32.	Web Designer	\$70.00
33.	SAP Configurator	\$125.00
34.	SAP BASIS Administrator	\$155.00
35.	SAP Security Administrator	\$160.00
36.	SAP Workflow Coordinator	\$150.00
37.	SAP Employee Self-Service Administrator	\$160.00
38.	SAP Project Manager	\$180.00
39.	iXOS Administration Coordinator	\$120.00
40.	Project Manager (Entry Level)	\$70.00

ATTACHMENT B**COST OF SERVICES**

	<u>JOB TITLE</u>	<u>HOURLY COST</u>
41.	Project Manager I	\$80.00
42.	Project Manager II	\$90.00
43.	Project Manager III	\$100.00
44.	Technical Consultant I	\$75.00
45.	Technical Consultant II	\$85.00
46.	Technical Consultant III	\$95.00
47.	Network Architect	\$90.00
48.	Network Security Engineer	\$110.00
49.	Senior Network Engineer	\$95.00
50.	Network Engineer	\$90.00
51.	VMWare Specialist	\$105.00
52.	Storage Area Network (SAN) Systems Admin.	\$125.00
53.	Identity Management Specialist	\$100.00
54.	SharePoint	\$95.00

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

TRG, INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
1451 W. Cypress Creek Road, Suite #300
Fort Lauderdale, Florida 33309

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-006V – Technical Contract Staffing and Consulting Services (hereinafter referred to as "RFP"), dated December 18, 2015 and amended by Addendum No. 3, dated January 26, 2016, Addendum No. 2, dated January 22, 2016 and Addendum No. 1, dated January 13, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for technical contract staffing and consulting services; and

WHEREAS, VENDOR offered a proposal dated January 20, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2016** and conclude on **June 30, 2019**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 3, then;
- Third: Addendum No. 2, then;
- Fourth: Addendum No. 1, then;
- Fifth: RFP 17-006V – Technical Contract Staffing and Consulting Services, then;
- Sixth: Proposal submitted in response to the RFP by VENDOR.

2.03 **Services:** VENDOR shall provide SBBC with the Scope of Services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A – Scope of Services.**

2.04 **Cost of Services.** SBBC shall pay VENDOR for SBBC prior approved services rendered under this Agreement in accordance with the following attached schedule. Costs shall not exceed the amount as stated on the Purchase Order. Any additional costs must be pre-approved by SBBC before the commencement of the additional service(s). VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of services during the term of the contract. VENDOR may invoice SBBC at an hourly rate less than their original bid price. See **Attachment B – Cost of Services.**

2.05 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents

pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Information Officer
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, 3rd Floor
Sunrise, Florida 33351

To VENDOR: Mark Killip
TRG, Inc.
1451 W. Cypress Creek Road, Suite #300
Fort Lauderdale, Florida 33309

With a Copy to: Chris Comerford, Principal
TRG, Inc.
1451 W. Cypress Creek Road, Suite #300
Fort Lauderdale, Florida 33309

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable

cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by

or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Attachments A and B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By **VENDOR**: **VENDOR** agrees to indemnify, hold harmless and defend **SBBC**, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which **SBBC**, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by **VENDOR**, its agents, servants or employees; the equipment of **VENDOR**, its agents, servants or employees while such equipment is on premises owned or controlled by **SBBC**; or the negligence of **VENDOR** or the negligence of **VENDOR**'s agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including **SBBC**'s property, and injury or death of any person whether employed by **VENDOR**, **SBBC** or otherwise.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School Board of Broward
County, Florida, ou=Office of the General Counsel,
email=kathelyn.jacques-adams@browardschools.com, c=US
Reason: TRG, Inc. - RFP 17-006V - Technical Contract Staffing and
Consulting Services
Date: 2016.06.03 16:13:08 -0400'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

TRG, INC.

ATTEST:

Kellie Burton
_____, Secretary

By [Signature]_____

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 2 day of May, 2016 by Christopher Comerford of _____, on behalf of the corporation/agency.

Name of Corporation or Agency
He/She is personally known to me or produced FLDL as identification and did/did not first take an oath. _____
Type of Identification

My Commission Expires:

[Signature]

Signature - Notary Public

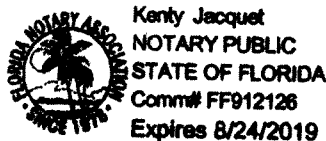
(SEAL)

Kenty Jacquet

Printed Name of Notary

FF 912126

Notary's Commission No.



SCOPE OF SERVICES

1. VENDOR shall provide a timely and effective sourcing strategy that identifies qualified candidates for referral, including those from diverse backgrounds.
2. VENDOR shall provide a timely and effective screening process that ensures all referred candidates fit the knowledge, skills, and experience requirements for the position, possess the personal characteristics required for successful job performance, and, are a salary fit.
3. VENDOR shall conduct a minimum of two in-depth reference checks with individuals who are or have been in the position to evaluate the candidate's performance on the job. Through these reference checks, verify the candidate possesses the knowledge, skills and experience to meet the requirements of the job and has the personal characteristics required for successful job performance.
4. VENDOR shall debrief with Broward County Public Schools (BCPS) staff following interviews and identify additional candidates if necessary.
5. VENDOR shall verify the selected candidates' educational background, the possession of any required licenses and certifications, if applicable, and, upon request, conduct a background investigation.
6. VENDOR, in the event politically sensitive or potentially critical issues arise in the candidate's background, conduct in-depth interviews with principal parties to clarify the event and clearly describe a picture of the event.
7. VENDOR shall specialize in Information Technology staffing services including both temporary staffing and consulting services.
8. VENDOR shall use proven testing and screening procedures to validate candidates' technical competency.
9. VENDOR shall be able to obtain and retain a sufficient pool of candidates to meet BCPS requirements.
10. VENDOR must have adequate administrative and supervisory staff to support all aspects of IT staffing services including recruitment, screening and retention of IT candidates, performance checks, coaching and skills enhancement, and customer support.
11. In accepting a Scope of Work, VENDOR recognizes and accepts its responsibility for all tasks and Deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and Deliverables and agrees to be fully accountable for the performance thereof. In addition, VENDOR assumes full responsibility for the acts of all subcontractors.

SCOPE OF SERVICES

12. VENDOR shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Scope of Work it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. VENDOR is accountable to BCPS for the actions of its personnel.
13. VENDOR shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any work under this RFP. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the VENDOR's own expense.
14. VENDOR's management responsibilities include, but are not limited to, the following:
 - Ensure VENDOR's personnel understands the work to be performed on the State of Work to which they are assigned.
 - Ensure VENDOR's personnel know their management chain and adhere to BCPS's policies and exhibit professional conduct to perform in the best interest of BCPS.
 - Ensure VENDOR's personnel adhere to applicable laws, regulations, and Agreement conditions governing VENDOR's performance and relationships with BCPS.
 - Regularly assess personnel performance and provide feedback to improve overall task performance.
 - Ensure high quality results are achieved through task performance.
15. To the extent that any software is developed, modified, or otherwise procured under a Statement of Work, VENDOR is responsible for providing appropriate documentation, based on commercially-accepted software documentation standards. BCPS may address specific software documentation needs or standards in the appropriate Statement of Work.
16. All intellectual property rights in all works provided under this Agreement which are written or produced on a modified or customized basis, including, without limitation, all future such rights when the said works are created, shall be owned by BCPS and the VENDOR shall ensure that it executes all documents necessary to effect such ownership.

Where VENDOR provides existing intellectual property rights, protected material to SBBC under this Agreement, it shall disclose this information to BCPS, warrants it has the right to do so, and shall fully indemnify and hold SBBC harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such customized work. Except as provided above both parties retain ownership of their pre-existing intellectual property rights protected material.

SCOPE OF SERVICES

17. VENDOR shall provide IT consulting services as necessary and as required by this Agreement. A written quotation is required to encompass all scope of work required to perform consulting services. VENDOR shall provide the services at the hourly rate(s) stated in **Attachment B** and may provide the services at a not-to-exceed flat rate.

ATTACHMENT B

COST OF SERVICES

	JOB TITLE	HOURLY COST
1.	Programmer/Analyst (Entry Level)	\$39.95
2.	Programmer/Analyst I	\$49.95
3.	Programmer/Analyst II	\$65.00
4.	Programmer/Analyst III	\$72.00
5.	Specialist II	\$68.00
6.	Specialist III	\$77.00
7.	DB/2 Database Administrator	\$82.00
8.	Business Warehouse Administrator	\$110.00
9.	SQL Database Administrator	\$84.75
10.	UNIX/AIX Systems Administrator	\$72.00
11.	Senior .Net Developer	\$72.00
12.	Linux System Administrator	\$72.00
13.	PHP Web Developer	\$67.00
14.	Systems Analyst I	\$49.95
15.	Systems Analyst II	\$55.00
16.	Systems Analyst III	\$67.00
17.	Network Analyst III	\$62.00
18.	Network Analyst IV	\$69.00
19.	Budget Analyst IV	\$64.75
20.	Tele-Communications Analyst IV	\$50.00
21.	Technician I	\$37.00
22.	Technician II	\$43.00
23.	Digital Media Developer	\$59.00
24.	Interactive Web-Based Training Developer	\$68.00
25.	Interactive Web-Based Trainer	\$62.00
26.	Online Course Developer	\$68.00
27.	Training Program Developer	\$69.00
28.	Training Program Deliverer	\$69.00
29.	Training Program Evaluator	\$69.00
30.	Computer Operator (Operations Center)	\$39.00
31.	Web Applications Developer	\$59.00
32.	Web Designer	\$61.00
33.	SAP Configurator	\$139.00
34.	SAP BASIS Administrator	\$120.00
35.	SAP Security Administrator	\$126.00
36.	SAP Workflow Coordinator	\$140.00
37.	SAP Employee Self-Service Administrator	\$135.00
38.	SAP Project Manager	\$145.00
39.	iXOS Administration Coordinator	\$75.00
40.	Project Manager (Entry Level)	\$55.00

COST OF SERVICES

	<u>JOB TITLE</u>	<u>HOURLY COST</u>
41.	Project Manager I	\$57.00
42.	Project Manager II	\$59.00
43.	Project Manager III	\$84.75
44.	Technical Consultant I	\$62.00
45.	Technical Consultant II	\$70.00
46.	Technical Consultant III	\$75.00
47.	Network Architect	\$79.00
48.	Network Security Engineer	\$78.00
49.	Senior Network Engineer	\$74.00
50.	Network Engineer	\$69.00
51.	VMWare Specialist	\$70.00
52.	Storage Area Network (SAN) Systems Admin.	\$74.00
53.	Identity Management Specialist	\$72.00
54.	SharePoint	\$79.50

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

VITAVER AND ASSOCIATES, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
401 East Las Olas Blvd., Suite #1400
Fort Lauderdale, Florida 33301

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-006V – Technical Contract Staffing and Consulting Services (hereinafter referred to as "RFP"), dated December 18, 2015 and amended by Addendum No. 3, dated January 26, 2016, Addendum No. 2, dated January 22, 2016 and Addendum No. 1, dated January 13, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for technical contract staffing and consulting services; and

WHEREAS, VENDOR offered a proposal dated January 25, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2016** and conclude on **June 30, 2019**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 3, then;
- Third: Addendum No. 2, then;
- Fourth: Addendum No. 1, then;
- Fifth: RFP 17-006V – Technical Contract Staffing and Consulting Services, then;
- Sixth: Proposal submitted in response to the RFP by VENDOR.

2.03 **Services:** VENDOR shall provide SBBC with the Scope of Services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A – Scope of Services.**

2.04 **Cost of Services.** SBBC shall pay VENDOR for SBBC prior approved services rendered under this Agreement in accordance with the following attached schedule. Costs shall not exceed the amount as stated on the Purchase Order. Any additional costs must be pre-approved by SBBC before the commencement of the additional service(s). VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of services during the term of the contract. VENDOR may invoice SBBC at an hourly rate less than their original bid price. See **Attachment B – Cost of Services.**

2.05 **M/WBE Participation.** As consideration for being awarded this Agreement, VENDOR shall maintain twenty percent (20%) M/WBE participation in this Agreement. VENDOR has agreed to utilize Synergy Software Solutions, Inc. (M/WBE firm), Certificate #7007-5727 to provide technical contract staffing and consulting services.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of the entity listed above. Utilizing any entity other than the one listed, will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Information Officer
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, 3rd Floor
Sunrise, Florida 33351

To VENDOR: Vitaver and Associates, Inc.
401 East Las Olas Blvd., Suite #1400
Fort Lauderdale, Florida 33301

With a Copy to: Cass Fitzgerald, President
Vitaver and Associates, Inc.
401 East Las Olas Blvd., Suite #1400
Fort Lauderdale, Florida 33301

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable

cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer,

employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Attachments A and B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By **VENDOR**: **VENDOR** agrees to indemnify, hold harmless and defend **SBBC**, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which **SBBC**, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by **VENDOR**, its agents, servants or employees; the equipment of **VENDOR**, its agents, servants or employees while such equipment is on premises owned or controlled by **SBBC**; or the negligence of **VENDOR** or the negligence of **VENDOR**'s agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including **SBBC**'s property, and injury or death of any person whether employed by **VENDOR**, **SBBC** or otherwise.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School Board of Broward County, Florida, ou=Office of the General Counsel, email=kathelyn.jacques-adams@browardschools.com, c=US
Reason: Vitaver and Associates, Inc. - RFP 17-006V - Technical Contract Staffing and Consulting Services
Date: 2016.06.03 16:16:08 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

VITAVER AND ASSOCIATES, INC.

ATTEST:

By Car Fitzgerald

_____, Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 20th day of May, 2016 by CASS FITZGERALD of

Name of Person

VITAVER & ASSOCIATES, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced FL DRIVERS LICENSE as identification and did/did not first take an oath.

Type of Identification

My Commission Expires:

Jim R. Ree
Signature - Notary Public

(SEAL)

Jim R. Ree
Printed Name of Notary

#FF151526
Notary's Commission No.

SCOPE OF SERVICES

1. VENDOR shall provide a timely and effective sourcing strategy that identifies qualified candidates for referral, including those from diverse backgrounds.
2. VENDOR shall provide a timely and effective screening process that ensures all referred candidates fit the knowledge, skills, and experience requirements for the position, possess the personal characteristics required for successful job performance, and, are a salary fit.
3. VENDOR shall conduct a minimum of two in-depth reference checks with individuals who are or have been in the position to evaluate the candidate's performance on the job. Through these reference checks, verify the candidate possesses the knowledge, skills and experience to meet the requirements of the job and has the personal characteristics required for successful job performance.
4. VENDOR shall debrief with Broward County Public Schools (BCPS) staff following interviews and identify additional candidates if necessary.
5. VENDOR shall verify the selected candidates' educational background, the possession of any required licenses and certifications, if applicable, and, upon request, conduct a background investigation.
6. VENDOR, in the event politically sensitive or potentially critical issues arise in the candidate's background, conduct in-depth interviews with principal parties to clarify the event and clearly describe a picture of the event.
7. VENDOR shall specialize in Information Technology staffing services including both temporary staffing and consulting services.
8. VENDOR shall use proven testing and screening procedures to validate candidates' technical competency.
9. VENDOR shall be able to obtain and retain a sufficient pool of candidates to meet BCPS requirements.
10. VENDOR must have adequate administrative and supervisory staff to support all aspects of IT staffing services including recruitment, screening and retention of IT candidates, performance checks, coaching and skills enhancement, and customer support.
11. In accepting a Scope of Work, VENDOR recognizes and accepts its responsibility for all tasks and Deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and Deliverables and agrees to be fully accountable for the performance thereof. In addition, VENDOR assumes full responsibility for the acts of all subcontractors.

SCOPE OF SERVICES

12. VENDOR shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Scope of Work it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. VENDOR is accountable to BCPS for the actions of its personnel.
13. VENDOR shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any work under this RFP. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the VENDOR's own expense.
14. VENDOR's management responsibilities include, but are not limited to, the following:
 - Ensure VENDOR's personnel understands the work to be performed on the State of Work to which they are assigned.
 - Ensure VENDOR's personnel know their management chain and adhere to BCPS's policies and exhibit professional conduct to perform in the best interest of BCPS.
 - Ensure VENDOR's personnel adhere to applicable laws, regulations, and Agreement conditions governing VENDOR's performance and relationships with BCPS.
 - Regularly assess personnel performance and provide feedback to improve overall task performance.
 - Ensure high quality results are achieved through task performance.
15. To the extent that any software is developed, modified, or otherwise procured under a Statement of Work, VENDOR is responsible for providing appropriate documentation, based on commercially-accepted software documentation standards. BCPS may address specific software documentation needs or standards in the appropriate Statement of Work.
16. All intellectual property rights in all works provided under this Agreement which are written or produced on a modified or customized basis, including, without limitation, all future such rights when the said works are created, shall be owned by BCPS and the VENDOR shall ensure that it executes all documents necessary to effect such ownership.

Where VENDOR provides existing intellectual property rights, protected material to SBBC under this Agreement, it shall disclose this information to BCPS, warrants it has the right to do so, and shall fully indemnify and hold SBBC harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such customized work. Except as provided above both parties retain ownership of their pre-existing intellectual property rights protected material.

SCOPE OF SERVICES

17. VENDOR shall provide IT consulting services as necessary and as required by this Agreement. A written quotation is required to encompass all scope of work required to perform consulting services. VENDOR shall provide the services at the hourly rate(s) stated in **Attachment B** and may provide the services at a not-to-exceed flat rate.

COST OF SERVICES

	JOB TITLE	HOURLY COST
1.	Programmer/Analyst (Entry Level)	\$70.06
2.	Programmer/Analyst I	\$78.00
3.	Programmer/Analyst II	\$97.50
4.	Programmer/Analyst III	\$118.95
5.	Specialist II	\$80.38
6.	Specialist III	\$102.31
7.	DB/2 Database Administrator	\$114.53
8.	Business Warehouse Administrator	\$117.63
9.	SQL Database Administrator	\$114.53
10.	UNIX/AIX Systems Administrator	\$117.50
11.	Senior .Net Developer	\$97.59
12.	Linux System Administrator	\$115.88
13.	PHP Web Developer	\$78.97
14.	Systems Analyst I	\$67.67
15.	Systems Analyst II	\$102.49
16.	Systems Analyst III	\$109.15
17.	Network Analyst III	\$92.76
18.	Network Analyst IV	\$122.10
19.	Budget Analyst IV	\$68.12
20.	Tele-Communications Analyst IV	\$69.66
21.	Technician I	\$56.58
22.	Technician II	\$68.32
23.	Digital Media Developer	\$75.95
24.	Interactive Web-Based Training Developer	\$60.04
25.	Interactive Web-Based Trainer	\$59.12
26.	Online Course Developer	\$79.12
27.	Training Program Developer	\$75.11
28.	Training Program Deliverer	\$49.14
29.	Training Program Evaluator	\$55.08
30.	Computer Operator (Operations Center)	\$46.52
31.	Web Applications Developer	\$100.11
32.	Web Designer	\$92.36
33.	SAP Configurator	\$78.75
34.	SAP BASIS Administrator	\$105.69
35.	SAP Security Administrator	\$115.44
36.	SAP Workflow Coordinator	\$106.66
37.	SAP Employee Self-Service Administrator	\$109.12
38.	SAP Project Manager	\$145.27
39.	iXOS Administration Coordinator	\$89.99
40.	Project Manager (Entry Level)	\$79.99

COST OF SERVICES

	<u>JOB TITLE</u>	<u>HOURLY COST</u>
41.	Project Manager I	\$109.22
42.	Project Manager II	\$122.68
43.	Project Manager III	\$127.35
44.	Technical Consultant I	\$69.99
45.	Technical Consultant II	\$78.46
46.	Technical Consultant III	\$99.99
47.	Network Architect	\$119.07
48.	Network Security Engineer	\$121.16
49.	Senior Network Engineer	\$123.47
50.	Network Engineer	\$110.08
51.	VMWare Specialist	\$102.02
52.	Storage Area Network (SAN) Systems Admin.	\$88.47
53.	Identity Management Specialist	\$125.04
54.	SharePoint	\$119.12

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

WORKFLOW TECHNOLOGIES INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
2344 Hansen Ct., Suite 1B
Tallahassee, Florida 32301

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-006V – Technical Contract Staffing and Consulting Services (hereinafter referred to as "RFP"), dated December 18, 2015 and amended by Addendum No. 3, dated January 26, 2016, Addendum No. 2, dated January 22, 2016 and Addendum No. 1, dated January 13, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for technical contract staffing and consulting services; and

WHEREAS, VENDOR offered a proposal dated January 21, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2016** and conclude on **June 30, 2019**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 3, then;
- Third: Addendum No. 2, then;
- Fourth: Addendum No. 1, then;
- Fifth: RFP 17-006V – Technical Contract Staffing and Consulting Services, then;
- Sixth: Proposal submitted in response to the RFP by VENDOR.

2.03 **Services:** VENDOR shall provide SBBC with the Scope of Services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A – Scope of Services.**

2.04 **Cost of Services.** SBBC shall pay VENDOR for SBBC prior approved services rendered under this Agreement in accordance with the following attached schedule. Costs shall not exceed the amount as stated on the Purchase Order. Any additional costs must be pre-approved by SBBC before the commencement of the additional service(s). VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of services during the term of the contract. VENDOR may invoice SBBC at an hourly rate less than their original bid price. See **Attachment B – Cost of Services.**

2.05 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents

pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Information Officer
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, 3rd Floor
Sunrise, Florida 33351

To VENDOR: Krishna Murthy, Director of IT Services
Workflow Technologies Inc.
2344 Hansen Ct., Suite 1B
Tallahassee, Florida 32301

With a Copy to: Lalitha Priyadarshini, Vice President
Workflow Technologies Inc.
Director of IT Services
2344 Hansen Ct., Suite 1B
Tallahassee, Florida 32301

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable

cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by

or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Attachments A and B attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By **VENDOR**: **VENDOR** agrees to indemnify, hold harmless and defend **SBBC**, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which **SBBC**, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by **VENDOR**, its agents, servants or employees; the equipment of **VENDOR**, its agents, servants or employees while such equipment is on premises owned or controlled by **SBBC**; or the negligence of **VENDOR** or the negligence of **VENDOR**'s agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including **SBBC**'s property, and injury or death of any person whether employed by **VENDOR**, **SBBC** or otherwise.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School Board of Broward County,
Florida, ou=Office of the General Counsel, email=kathelyn.jacques-
adams@sbrowardschools.com, c=US
Reason: Workflow Technologies Inc. RFP 17-006V - Technical Contract
Staffing and Consulting Services
Date: 2016.06.03 16:16:59 -04'00

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

WORKFLOW TECHNOLOGIES INC.

ATTEST:

[Signature]
Lalitha P. Subramanian, Secretary
-or-

By [Signature] 04/29/2016.
Krishna Murthy - Director

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FL

COUNTY OF Leon

The foregoing instrument was acknowledged before me this 29th day of April, 2016 by Krishna Murthy of Workflow Technologies Inc. on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced FL Drivers License identification and did/did not first take an oath.
Type of Identification

My Commission Expires:
03-25-19

[Signature]
Signature - Notary Public
Kristina L. Osborn
Printed Name of Notary
FF 205353
Notary's Commission No.



SCOPE OF SERVICES

1. VENDOR shall provide a timely and effective sourcing strategy that identifies qualified candidates for referral, including those from diverse backgrounds.
2. VENDOR shall provide a timely and effective screening process that ensures all referred candidates fit the knowledge, skills, and experience requirements for the position, possess the personal characteristics required for successful job performance, and, are a salary fit.
3. VENDOR shall conduct a minimum of two in-depth reference checks with individuals who are or have been in the position to evaluate the candidate's performance on the job. Through these reference checks, verify the candidate possesses the knowledge, skills and experience to meet the requirements of the job and has the personal characteristics required for successful job performance.
4. VENDOR shall debrief with Broward County Public Schools (BCPS) staff following interviews and identify additional candidates if necessary.
5. VENDOR shall verify the selected candidates' educational background, the possession of any required licenses and certifications, if applicable, and, upon request, conduct a background investigation.
6. VENDOR, in the event politically sensitive or potentially critical issues arise in the candidate's background, conduct in-depth interviews with principal parties to clarify the event and clearly describe a picture of the event.
7. VENDOR shall specialize in Information Technology staffing services including both temporary staffing and consulting services.
8. VENDOR shall use proven testing and screening procedures to validate candidates' technical competency.
9. VENDOR shall be able to obtain and retain a sufficient pool of candidates to meet BCPS requirements.
10. VENDOR must have adequate administrative and supervisory staff to support all aspects of IT staffing services including recruitment, screening and retention of IT candidates, performance checks, coaching and skills enhancement, and customer support.
11. In accepting a Scope of Work, VENDOR recognizes and accepts its responsibility for all tasks and Deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and Deliverables and agrees to be fully accountable for the performance thereof. In addition, VENDOR assumes full responsibility for the acts of all subcontractors.

SCOPE OF SERVICES

12. VENDOR shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Scope of Work it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. VENDOR is accountable to BCPS for the actions of its personnel.
13. VENDOR shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any work under this RFP. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the VENDOR's own expense.
14. VENDOR's management responsibilities include, but are not limited to, the following:
 - Ensure VENDOR's personnel understands the work to be performed on the State of Work to which they are assigned.
 - Ensure VENDOR's personnel know their management chain and adhere to BCPS's policies and exhibit professional conduct to perform in the best interest of BCPS.
 - Ensure VENDOR's personnel adhere to applicable laws, regulations, and Agreement conditions governing VENDOR's performance and relationships with BCPS.
 - Regularly assess personnel performance and provide feedback to improve overall task performance.
 - Ensure high quality results are achieved through task performance.
15. To the extent that any software is developed, modified, or otherwise procured under a Statement of Work, VENDOR is responsible for providing appropriate documentation, based on commercially-accepted software documentation standards. BCPS may address specific software documentation needs or standards in the appropriate Statement of Work.
16. All intellectual property rights in all works provided under this Agreement which are written or produced on a modified or customized basis, including, without limitation, all future such rights when the said works are created, shall be owned by BCPS and the VENDOR shall ensure that it executes all documents necessary to effect such ownership.

Where VENDOR provides existing intellectual property rights, protected material to SBBC under this Agreement, it shall disclose this information to BCPS, warrants it has the right to do so, and shall fully indemnify and hold SBBC harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such customized work. Except as provided above both parties retain ownership of their pre-existing intellectual property rights protected material.

SCOPE OF SERVICES

17. VENDOR shall provide IT consulting services as necessary and as required by this Agreement. A written quotation is required to encompass all scope of work required to perform consulting services. VENDOR shall provide the services at the hourly rate(s) stated in **Attachment B** and may provide the services at a not-to-exceed flat rate.

COST OF SERVICES

	JOB TITLE	HOURLY COST
1.	Programmer/Analyst (Entry Level)	\$60.00
2.	Programmer/Analyst I	\$74.00
3.	Programmer/Analyst II	\$80.00
4.	Programmer/Analyst III	\$95.00
5.	Specialist II	\$74.00
6.	Specialist III	\$84.00
7.	DB/2 Database Administrator	\$84.00
8.	Business Warehouse Administrator	\$114.00
9.	SQL Database Administrator	\$84.00
10.	UNIX/AIX Systems Administrator	\$84.00
11.	Senior .Net Developer	\$84.00
12.	Linux System Administrator	\$60.00
13.	PHP Web Developer	\$84.00
14.	Systems Analyst I	\$74.00
15.	Systems Analyst II	\$84.00
16.	Systems Analyst III	\$94.00
17.	Network Analyst III	\$74.00
18.	Network Analyst IV	\$78.00
19.	Budget Analyst IV	\$44.00
20.	Tele-Communications Analyst IV	\$74.00
21.	Technician I	\$34.00
22.	Technician II	\$40.00
23.	Digital Media Developer	\$45.00
24.	Interactive Web-Based Training Developer	\$54.00
25.	Interactive Web-Based Trainer	\$64.00
26.	Online Course Developer	\$54.00
27.	Training Program Developer	\$64.00
28.	Training Program Deliverer	\$64.00
29.	Training Program Evaluator	\$64.00
30.	Computer Operator (Operations Center)	\$44.00
31.	Web Applications Developer	\$94.00
32.	Web Designer	\$54.00
33.	SAP Configurator	\$110.00
34.	SAP BASIS Administrator	\$110.00
35.	SAP Security Administrator	\$114.00
36.	SAP Workflow Coordinator	\$110.00
37.	SAP Employee Self-Service Administrator	\$110.00
38.	SAP Project Manager	\$124.00
39.	iXOS Administration Coordinator	\$94.00
40.	Project Manager (Entry Level)	\$74.00

ATTACHMENT B**COST OF SERVICES**

	<u>JOB TITLE</u>	<u>HOURLY COST</u>
41.	Project Manager I	\$84.00
42.	Project Manager II	\$94.00
43.	Project Manager III	\$104.00
44.	Technical Consultant I	\$84.00
45.	Technical Consultant II	\$94.00
46.	Technical Consultant III	\$98.00
47.	Network Architect	\$94.00
48.	Network Security Engineer	\$84.00
49.	Senior Network Engineer	\$84.00
50.	Network Engineer	\$84.00
51.	VMWare Specialist	\$74.00
52.	Storage Area Network (SAN) Systems Admin.	\$78.00
53.	Identity Management Specialist	\$74.00
54.	SharePoint	\$74.00

ADDITIONAL INFORMATION

<u>JOB TITLE</u>	<u>HOURLY COST</u>
SAP HANA Architect	\$124.00
SAP HANA Developer	\$114.00
SAP HANA Configurator	\$110.00
SAP Functional Lead (FI or HR or SD or MM)	\$124.00
SAP Workflow Lead	\$124.00
SAP ABAP/HANA Development Lead	\$124.00
SAP HANA Project Manager	\$154.00
SAP HANA Data Architect	\$154.00