

Merry Celeste, CPPB  
Division Director  
Purchasing and Risk Management

December 21, 2021

TO: ALL INTERESTED PROPOSERS  
REQUEST FOR PROPOSAL: Information Technology (IT) Resources For BTS  
PROPOSAL NUMBER: 22-0120-P(JJ)  
**PROPOSAL SUBMITTAL IS DUE: January 11, 2022 @ 3:00 P.M.**

### ADDENDUM NO. 2

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP):

**INFORMATION: The question deadline has passed, No further questions will be received, or response provided.**

#### QUESTION(S)/RESPONSE(S):

1. Question: What is the total number of resources who are currently working on this project? Please let us know their position name and hourly rate?  
**Response: Business Technology Services currently has 4 contractors engaged; each with a different purpose; not all contractors are working on the same project or operational need. 'As needed' requirements will vary over the term of the contract.**  
  
**ServiceNow Developer @ \$125/hr (bill rate)**  
**Applications Analyst @ \$80/hr (bill rate)**  
**Java Developer @ \$80/hr (bill rate)**  
**Microfocus COBOL Expert @ \$80/hr (bill rate)**
2. Question: Considering the current COVID-19 pandemic situation, if the proposed candidates are not available at the time of award, will the agency allow us to provide replacement personnel with similar or more skill sets?  
**Response: The objective of this Request for Proposal is to pre-qualify contractors for the purpose of providing information technology (IT) staff augmentation services and project based IT staff services on an as-needed basis to the department of Business Technology Services (BTS). Once staffing firms are awarded, the County shall solicit competitive quotes at the time services are required.**

PLEASE ADDRESS REPLY TO:  
400 South Ft. Harrison, Sixth Floor  
Clearwater, Florida 33756  
Phone: (727) 464-3311  
FAX: (727) 464-3925  
Website: [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase)



3. Question: Can the Government provide the list of labor categories and the number of resources per category currently serving the County under this contract?

**Response: No. This is an 'As Needed' use contract with technical resource requirements and rates fully negotiable at the time of need.**

4. Question: Could you please provide the list of holidays observed by the county?

**Response:**

**2022**

| <b>Holiday</b>                                       | <b>Date</b>                              |
|--|--|
| <b>New Year's Day</b>                                | Friday, December 31, 2021                |
| <b>Martin Luther King's Birthday</b>                 | Monday, January 17                       |
| <b>President's Day<br/>(Employee In-Service Day)</b> | Monday, February 21 - NON County Holiday |
| <b>Memorial Day</b>                                  | Monday, May 30                           |
| <b>Independence Day</b>                              | Monday, July 4                           |
| <b>Labor Day</b>                                     | Monday, September 5                      |
| <b>Veterans Day</b>                                  | Friday, November 11                      |
| <b>Thanksgiving Day</b>                              | Thursday and Friday, November 24 and 25  |
| <b>Christmas Day</b>                                 | Monday, December 26                      |
| <b>New Year's Day</b>                                | Monday, January 2, 2023                  |

5. Question: Are there any mandated Paid Time Off, Vacation, etc.?

**Response: There is no mandated Paid Time Off, Vacation.**

6. Question: The RFP states, Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County Our assumption is following sentence should be revised to subcontractors specified in the proposal and/or previously approved by the County Please confirm.

**Response: Services Agreement # 17 language is stated as intended.**

7. Question: The RFP states, Additional or modified terms and conditions in the Services Agreement may be necessary depending on the responses to the RFP, including any exceptions stated by the Proposer as required by Section A, paragraph 1(c) of this RFP. Please provide verbiage for Section A, paragraph 1(c) , we are unable to locate the referenced text within this RFP.

**Response: Section A, #22 is revised in its entirety to read "In addition to being subject to all terms and conditions in this RFP, all responses are subject to the terms and conditions in the Services Agreement attached to the RFP. Additional or modified terms and conditions in the Services Agreement may be necessary depending on the responses to the RFP, including any exceptions stated by the Proposer. However, the County objects to and shall not be bound by any additional or modified terms and conditions that are in conflict with the terms and conditions in the Services Agreement, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion."**

8. Question: Contractor shall not remove any personnel assigned to a project without the prior written consent of the County. There may be circumstances where personnel, out of the control of the contractor, need removed from a project, i.e.: leave of absence. Please confirm the County would not need to provide approval in those circumstances and would accept a replacement submission within five (5) days.

**Response: Contractor cannot be replaced without prior written consent. This is to ensure the County can plan and manage for project impacts and the transition of work. If there is a circumstance a contractor is not available, the contractor supplier must provide the County written notice and provide a timely replacement that is acceptable by the County.**

9. Question: Will the County provide all equipment needed to execute task orders or will the distribution of equipment be on a case-by-case basis defined by the respective task order?

**Response: Yes. County equipment will be provided.**

10. Question: In regard to the Staffing Resources category, will the respondent be required to service both the Ad Hoc Staffing and the Planned Staffing?

**Response: RFP page 17, C.: Proposers shall indicate the categories that they intend to qualify for, including any market sub-specialties. Refer to Attachment 1- Questionnaire.**

11. Question: What are the County's Covid-19 and Vaccine Policies?

**Response: No policy or vaccine requirement; The County, Business Technology Services, follows CDC guidelines and recommendations.**

12. Question: Will you accept H1B candidates?

**Response: Yes, if no special provisions or additional cost to the County.**

13. Question: What are County's current rates for the positions listed in the solicitation?

**Response: This is an 'As Needed' contract with requirements that will vary over the term of the contract. See response to #1 for current resources types engaged for 'current' needs.**

14. Question: What specific background checks and/or drug screens are required of the temporary staff?

**Response: See 'BTS CJIS Security Policy' (attached).**

15. Question: To ensure FCRA compliance, it is our company's policy to provide clients with an attestation of completion of background check pursuant to clients requirements, but not the actual results. Will the County accept letters of attestation in lieu of actual background check results?

**Response: Not enough information to answer without direct reference to a particular RFP requirement. Per section A. 22, Proposers are required to submit any exceptions Proposers have in relation to the terms and conditions as stated in this RFP.**

16. Question: Will respondents be allowed to pass through the costs for background checks and drug screens (at no additional markup) to the County?

**Response: Background checks are a requirement. See response to #14. Negotiated bill rates are all inclusive.**

17. Question: Will respondents be disqualified or adversely impacted during the evaluation process if they were to submit exceptions to the County?  
**Response: Submittals will be evaluated based on the evaluation criteria as provided in RFP, page 21 of 46.**
18. Question: With respect to Affordable Care Act (ACA) costs, would the County prefer these charges as a separate line item on the invoices, or instead incorporated directly into each respondents proposed rates?  
**Response: Negotiated bill rates are all inclusive.**
19. Question: If government-mandated costs or expenses are enacted during the contract term, will respondents be allowed to request rate increases to cover these higher rates?  
**Response: Negotiated bill rates are all inclusive and firm for the duration of each engagement.**
20. Question: What is the minimum duration of each contract position or task order?  
**Response: Refer to RFP page 17, B.**
21. Question: How many task orders can we expect for each vendor?  
**Response: Unknown at this time, IT staffing services on an as-needed basis.**
22. Question: We are a non-resident bidder. Is there any additional process or documentation required, while responding to this RFP.  
**Response: All requirements are stated in the Proposal and advertised Addendum.**
23. Question: What is the cost to the vendor for your electronic payment (ePayables) program?  
**Response: The cost varies by company. It is whatever percentage their credit card processing company charges them to process the transactions.**
24. Question: In regard to the electronic payment (ePayables) system, is this your preferred method of payment? Are there alternatives?  
**Response: The awarded firms will determine their method of payment.**
25. Question: We were unable to locate a pricing document in this RFP, are hourly rates determined after the business is awarded at the time the task orders are issued? If there is a pricing document that needs to be submitted, please advise on its location.  
**Response: A pricing document is not part of the RFP/criteria.**
26. Question: Currently today with BTS, we are using the HR mandated fingerprinting process, will that apply to these positions as well?  
**Response: Yes. Also, see response to #14**

27. Question: We plan to submit the terms as being a weekly bill cycle, PT of N45 - based on the 2 billing accounts that we previously setup for Pinellas. Those terms were NOT referenced in the RFP/Agreement, can this be clarified?

**Response: All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." Payment Terms are Net 45 days.**

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section **G**, Page 24 under Addendum No.2 and return with completed proposal package.

Sincerely,



Merry Celeste, CPPB  
Division Director  
Purchasing and Risk Management

---

---

# Pinellas County Business Technology Services (BTS) CJIS Security Policy

---

---

Jeff Rohrs, Chief Information Officer

Executive Leadership Team

Scott Davis, Director - Infrastructure Services

Belinda Huggins, Director - Application Services

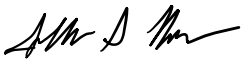
Scott Butler, Manager - Cybersecurity

Greg Carro, Manager - Finance

Lynda Morrill, Manager - Project Governance

## Revision History

| DATE       | CHANGE                | AUTHOR      | REVISION |
|------------|-----------------------|-------------|----------|
| 08-19-2020 | Initial draft         | Rohrs, Jeff | 0.01     |
|            | Final Approved by ELT |             | 1        |
|            |                       |             |          |
|            |                       |             |          |

| DATE      | NAME                                  | SIGNATURE  |
|-----------|---------------------------------------|--|
| 8-28-2020 | Jeff Rohrs, Chief Information Officer |  |

**Purpose**

This policy is designed to provide Pinellas County BTS employees and contractors with a documented and formalized process for obtaining and maintaining CJIS Security credentials.

**Applicability**

The policy applies to all BTS exempt and classified employees, contractors and county temps.

Positions exempted from this policy:

- Accounting & Finance Technician (Reception and Travel)
- Management Analyst (Contract Administration)
- Accountant 2

**1 Level 2 Background Check**

1.1 Pursuant to the Florida Department of Law Enforcement (FDLE), a background check is a criminal history record check to determine if a person has been arrested and/or convicted of a crime. There are two categories of levels as explained below. Level 1 and Level 2 are terms that pertain only to Florida and are not used by the FBI or other states. They are defined in Chapter 435, Florida Statutes (F.S.), but are used elsewhere in statute without definition and appear not to be associated with all the provisions in Chapter 435, F.S.

1.1.1 Level 1 - generally refers to a state only name-based check AND an employment history check.

1.1.2 Level 2 - generally refers to a state and national fingerprint-based check and consideration of disqualifying offenses and applies to those employees designated by law as holding positions of responsibility or trust. Section 435.04, F.S., mandates Level 2 security background investigations be conducted on employees, defined as individuals required by law to be fingerprinted pursuant to Chapter 435, F.S.

BTS requires a Level 2 background check prior to employment. Fingerprints are submitted to Florida Department of Law Enforcement Criminal Justice Information Services Division/User Service Bureau. Employment is contingent upon successful completion of a Level 2 background check. Failure to maintain a clear background will result in termination of employment with Pinellas County BTS.



## 2 Level 4 CJIS Security Training

- 2.1 Immediately following the approval of the Level 2 background check, a representative from the Pinellas County Sheriff's Office will send the employee and/or contractor an email with instructions and log on information for completion of the Security and Awareness Training. This process is done online through the CJIS online portal.
  - 2.1.1 **Training:** Read through the tutorial.
  - 2.1.2 **Testing:** Click on the one-hour timed test. Scored when the test is completed.
  - 2.1.3 **Certificate:** Send PDF of your certificate to person that sent you your logon credentials.

Failure to maintain a Level 4 CJIS certificate will result in termination of employment with Pinellas County BTS.

## 3 Disclosure

- 3.1 BTS reserves the right to change and modify the aforementioned document at any time and to provide notice to all users in a reasonable and acceptable timeframe and format.

Merry Celeste, CPPB  
Division Director  
Purchasing and Risk Management

December 14, 2022

TO: ALL INTERESTED PROPOSERS  
REQUEST FOR PROPOSAL: Information Technology (IT) Resources for BTS  
PROPOSAL NUMBER: 22-0120-P(JJ)  
**PROPOSAL SUBMITTAL IS DUE: January 11, 2022 @ 3:00 P.M.**

### **ADDENDUM NO. 1**

Following is additional information, clarifications, questions, and responses relative to referenced Request for Proposal (RFP):

**CAHNGES: The Proposal submittal due date has changed from January 6 to January 11, 2022 @ 3 P.M.**

### **QUESTION(S)/RESPONSE(S):**

1. Question: Please disclose the incumbent vendor names if applicable and if possible, please share their proposals.  
**Response: The incumbent firms are listed in “22-0120-P Addendum No. 1 - 156-0087-P Awarded Firms” attachment.**  
  
**Proposals. Current contract proposal submittals can be requested through public records request here: <https://www.pinellascounty.org/forms/public-record-request.htm>  
The requester is responsible for any cost of providing the documentation, which includes staff time, cost of copies and other costs that are associated with the request.**
2. Question: What service challenges are you experiencing with the current contract arrangement?  
**Response: There are no service challenges with the current contract arrangement. Services are engaged as needed.**
3. Question: What is the estimated budget for this RFP? If unknown, please provide the previous spend.  
**Response: The estimated five (5) year contract expenditure is \$5,000,000.00.**
4. Question: Are you seeking local vendors or are you equally open to awarding an out of state vendor?  
**Response: The criteria that will be used by the County to evaluate and score responsive proposals is listed on RFP page 21 of 46.**

PLEASE ADDRESS REPLY TO:  
400 South Ft. Harrison, Sixth Floor  
Clearwater, Florida 33756  
Phone: (727) 464-3311  
FAX: (727) 464-3925  
Website: [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase)



5. Question: What is the physical location(s) where work is to be performed under this contract?  
**Response: 'IF' work is needed to be performed onsite, the engaging department will provide a physical location in a Pinellas County facility within Pinellas County, Florida.**
6. Question: Are all personnel/roles involved with this project required to be available for on-site work or are some roles permitted to be remote?  
**Response: Engagements will be clear regarding remote or onsite work presence. Each engagement may serve a different 'as needed' purpose; remote work vs onsite presence will be decided with each engagement.**
7. Question: If some personnel/roles are permitted to be remote, are you open to off-shore as well as US based remote work?  
**Response: No, service to be provided by U.S. based work/service.**
8. Question: Due to the holiday season the week of December 20th-25 and the New Year holiday season, will the county please extend the due date at least 2-week?  
**Response: The RFP submittal due date is January 11, 2022 3P.M.**
9. Question: Job descriptions for #18 to #22 missing.  
**Response: The descriptions provided are more specific to County needs where the remaining (without a description) are more general job roles.**
10. Question: May the vendors submit in our bids scanned forms that need to be signed by the vendor?  
**Response: Question doesn't make sense. Any Agreement document(s) the County is required to sign as required by a Proposer; Proposer may include those items in their submittal.**
11. Question: Does the Vendor have to accept County Credit Card Payment? Or would the County be willing to do electronic deposit to vendor for payment?  
**Response: Electronic Payment (ePayables) program is an optional payment method the selected Proposer(s) may choose.**
12. Question: How many vendors on the Current County IT Staffing MSA?  
**Response: 13 firms are on the current Information Technology (IT) Resources for BTS contract.**
13. Question: Will non-Florida based firms be ranked lower than Florida-based firms, all else equal?  
**Response: The criteria that will be used by the County to evaluate and score responsive proposals is listed on RFP page 21 of 46.**
14. Question: If a vendor is NOT in Florida, may we leave the "State of Florida County of \_\_\_\_" Blank on the E-verify Affidavit?  
**Response: Pinellas Legal response: "The portion that the Vendor is concerned about is for the Notary to fill out. If the Notary is not in Florida, then it is likely they will correct that section to reflect the state it was signed in or input their own language if necessary. As long as the notarization is valid."**
15. Question: Is this a new initiative? If not, please provide the names of the current vendor(s) providing the services.  
**Response: Response provided in Question #1.**
16. Question: Can you please let us know the previous spending of this contract?  
**Response: Response provided in Question #1.**

17. Question: Please confirm if we can get the proposals or pricing of the incumbent(s).  
**Response: Response provided in Question #1.**
18. Question: Are there any pain points or issues with the current vendor(s)?  
**Response: There are no specific issues with current vendors.**
19. Question: Please confirm the anticipated number of awards.  
**Response: The number of selected firms to be determined after proposal evaluations.**
20. Question: Would the County be able to provide the budget per Resource?  
**Response: No. This is an 'as needed' use agreement. Annual appropriation for this purpose will vary by consuming department.**
21. Question: Would the County be able to disclose the number of resources per role type?  
**Response: : No. This is an 'as needed' use agreement. Requirements are determine at the time of a need.**

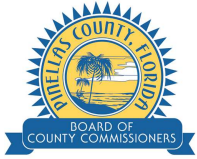
All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section **G**, Page 24 under Addendum No.1 and return with completed proposal package.

Sincerely,



Merry Celeste, CPPB  
Division Director  
Purchasing and Risk Management



# Pinellas County

315 Court Street, 5th Floor  
 Assembly Room  
 Clearwater, Florida 33756

## Staff Report

**File #:** 15-806, **Version:** 1

**Agenda Date:** 3/21/2017

Approved by the Board of County Commissioners on March 21, 2017

### **Subject:**

Ranking of firms and agreements with the 13 highest-ranked firms for requirements of information technology staff augmentation services.

### **Recommended Action:**

As requested by Business Technology Services (BTS), reject the proposal from Sogeti USA, LLC on the basis of being non-responsive for not meeting request for qualification (RFQ) requirements.

Approve the ranking of firms and execute agreements with the thirteen (13) highest ranked firms to provide Information Technology (IT) staff augmentation services:

1. Ciber, Inc
2. Cogent Infotech Corporation
3. Diane Meiller and Associates Incorporated
4. DSM Technology Consultants, LLC
5. Elegant Enterprise-Wide Solutions, Inc.
6. Global Information Services, Inc.
7. Hays Holding Corporation dba Veredus Corporation
8. Highstreet IT Solutions, LLC
9. Image Technology Resources Corp. dba IT Resources Corp.
10. Infojini, Inc.
11. Randstad North America, Inc, dba Randstad Technologies, LP
12. SGS Technologie, LLC
13. Technology Management Corporation dba Technology Management Corporation-1 Incorporated

Contract no. 156-0087-P(RG); in the amount of \$10,000,000.00 for sixty (60) months. Chairman to sign and Clerk of Court to attest.

### **Strategic Plan:**

Deliver First Class Services to the Public and Our Customers

5.3 Ensure effective and efficient delivery of County services and support

### **Summary:**

This contract will provide IT staff augmentation services and project-based IT staff services on an as-needed basis for BTS.

BTS will issue task orders for each specific resource request including a description of the skills required, duration of the assignment, approximate hours associated on a project, general role and responsibilities. Each task order is subject to price quotation with firms associated with this contract based on areas of corporate expertise.

### **Background Information:**

On December 13, 2016, during the Board of County Commissioners meeting this agenda item was

---

**File #: 15-806, Version: 1****Agenda Date: 3/21/2017**

---

deferred based on questions regarding security as it applies to at least one of the firms recommended for award.

On March 9, 2016, the Purchasing Department, on behalf of BTS, released an RFQ with the intent of selecting firms to provide IT staff augmentation services.

The RFQ yielded forty-five (45) submittals that were evaluated based upon the following criteria:

- Experience in providing the same or similar services
- Qualifications of the firm's staff and current certifications
- Response to a questionnaire in the RFQ
- Recruiting Strategy

Firms in rank order are attached on the ranking spreadsheet.

The BTS Board approved this action at its March 8, 2017 meeting.

**Fiscal Impact:**

Estimated sixty (60) month expenditure not to exceed \$10,000,000.00

Funding is derived from the BTS Operating Budget

**Staff Member Responsible:**

Marty Rose, Chief Information Officer, BTS

Greg Carro, Manager, BTS

Joe Lauro, Director, Purchasing

**Partners:**

N/A

**Attachments:**

Ranking Spreadsheet

Service Agreements (13)

**SEALED PROPOSAL • DO NOT OPEN**

**SEALED PROPOSAL NO.:** 22-0120-P JJ



**BID TITLE:** Information Technology (IT) Resources  
for Business Technology Services (BTS)

**DUE DATE/TIME:** January 6, 2022 @ 3:00 p.m.

**SUBMITTED BY:** \_\_\_\_\_  
(Name of Company)

***Please Note:***

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, [www.pinellascounty.org/purchase/Current\\_Bids1.htm](http://www.pinellascounty.org/purchase/Current_Bids1.htm), from which you obtained this proposal. Before submitting your proposal you should check the Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed proposal package if applicable.

|  |  |
|--|--|
| PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS<br>400 S. FT. HARRISON AVENUE<br>ANNEX BUILDING – 6 <sup>TH</sup> FLOOR<br>CLEARWATER, FL 33756  |  <h1 style="text-align: center;">REQUEST FOR PROPOSAL</h1>                              |
| ISSUE DATE:<br><b>December 3, 2021</b>   | <b>PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE &amp; TIME WILL NOT BE CONSIDERED</b>   |
| TITLE: <b>Information Technology (IT) Resources for BTS</b>  | RFP NUMBER: <b>22-0120-P JJ</b>  |
| SUBMITTAL DUE: <b>January 6, 2022 @ 3:00 P.M.</b><br>AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.   | PRE-PROPOSAL DATE & LOCATION: <b>NOT APPLICABLE</b>  |
| DEADLINE FOR WRITTEN QUESTIONS: <b>December 15, 2021 BY 3:00 P.M.</b><br>SUBMIT QUESTIONS: ALL QUESTIONS MUST BE SUBMITTED IN PINELLAS EPRO WITHIN THE Q & A TAB.  |  |
| <p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u><br/>                 Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.</p> | <br><b>MERRY CELESTE, CPPB</b><br>Division Director<br>Purchasing and Risk Management |

**PROPOSER MUST COMPLETE THE FOLLOWING**

NO CHANGES REQUESTED BY A PROPOSER WILL BE CONSIDERED AFTER THE RFP OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER PROPOSAL TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

**PROPOSER (COMPANY NAME):** \_\_\_\_\_ **D/B/A** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_ **CITY / STATE / ZIP** \_\_\_\_\_

**COMPANY EMAIL ADDRESS:** \_\_\_\_\_

**PHN:** ( ) \_\_\_\_\_ **FAX:** ( ) \_\_\_\_\_

**\*REMIT TO NAME:** \_\_\_\_\_  
 (As Shown On Company Invoice)

**CONTACT NAME:** \_\_\_\_\_

**FEIN#** \_\_\_\_\_

Proper Corporate Identity is needed when you submit your proposal, specifically how your firm is registered with the Florida Division of Corporations. Please visit [www.sunbiz.org](http://www.sunbiz.org) for this information.

**PRINT NAME:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS RFP, EXCEPT AS NOTED BY EXCEPTION, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINT NAME/TITLE:** \_\_\_\_\_



**SECTION A – GENERAL CONDITIONS****1. SUBMISSION OF PROPOSAL:**

- (a) Proposals shall be submitted utilizing Pinellas ePro procurement website. Failure to comply could result in the proposal being rejected.
- (b) Proposal must be submitted on the forms furnished. Facsimile bids will not be considered. The County reserves the right to modify the Proposal by emails and facsimile notice.

**2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications, the Services Agreement, or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (electronically) to the Purchasing Department and received no later than the deadline specified in RFP. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the RFP documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP. The Purchasing Department will be unable to respond to questions received after the specified deadline.

**3. DESCRIPTION OF SUPPLIES/SERVICES:**

Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

**4. ALTERNATES:**

Unless otherwise provided in an Invitation to Bid or Request for Proposals, ALTERNATIVES may be included in the plans, specifications, and/or proposals. When the County includes alternates in the solicitation, the Bidder or Offerer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Base Bid. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the Bidder or Offerer is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the Pinellas ePro Q & A Tab prior to the question deadline, and receive approval prior to the bid opening date in order to be considered for award.

**5. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:**

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a) the right to rank firms and negotiate with the most qualified firm.
- b) the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) the right to reject any or all responses, or parts thereof, to disqualify any and all responses, and/or determine any response to be non-responsive.
- d) the right to cancel the entire Request for Proposal.
- e) the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- g) the right to require the Proposer to perform the services required on the basis of the original proposals without negotiation.

**6. EVALUATION CRITERIA:**

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible, and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E of the RFP.

|                                       |
|---------------------------------------|
| <b>SECTION A – GENERAL CONDITIONS</b> |
|---------------------------------------|

7. **COSTS INCURRED BY PROPOSERS:**

All expenses involved with the preparation and submission of proposals to the County and any oral presentations, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement unless otherwise specified in Section E of this RFP.

8. **ORAL PRESENTATION:**

An oral presentation may be requested of any firm, at the Evaluation Committee's discretion. If an oral presentation is requested the written evaluation process shall be utilized to short list proposals. If required as part of the evaluation process, the oral presentation shall be scored as specified in Section E of the RFP. The most qualified firm as determined by evaluation process shall proceed with the contracting process.

9. **CONFLICT OF INTEREST:**

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Proposer further represents that no person having any such interest shall be employed by Proposer during the agreement term and any extensions. In addition, the Proposer shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this proposal document, the Proposer acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive proposal process.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion, by certified mail, within thirty days of receipt of notification from the Proposer.
- c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – **(727) 45FRAUD** (453-7283)

Fax – 727-464-8386

10. **WITHDRAWAL OF PROPOSAL:**

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified on page one (1) of this RFP.

11. **LATE PROPOSAL OR MODIFICATIONS:**

- (a) Proposals and modifications received after the time set for the proposal submittal will not be considered. This upholds the integrity of the proposal process.
- (b) Modifications in writing received prior to the time set for the proposal submittal will be accepted.

12. **PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:**

Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

**SECTION A – GENERAL CONDITIONS****13. JOINT VENTURES:**

All proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the proposal (see Section 489.119 Florida Statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

**14. PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, special districts, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

**15. COLLUSION:**

The proposer, by signing this proposal, agrees to the following: "Proposer certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

**16. PUBLIC ENTITY CRIME AND SCRUTINIZED COMPANIES:**

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

**17. COUNTY INDEMNIFICATION:**

Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

**18. VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in Section A apply to this RFP and may be incorporated into the Services Agreement as deemed necessary by the County, except as specifically stated in the subsequent sections of the document, which take precedence over Section A.

**19. ADA REQUIREMENT FOR PUBLIC NOTICES:**

Persons with disabilities requiring reasonable accommodation to participate in any proceeding or event related to this RFP, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding or event.

|                                       |
|---------------------------------------|
| <b>SECTION A – GENERAL CONDITIONS</b> |
|---------------------------------------|

20. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

Pinellas County wishes to encourage its proposer to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of five thousand dollars (\$5,000) or less, or recommending a purchase in excess of five thousand dollars (\$5,000) for products, materials, or services, the Director of Purchasing may allow a preference to a responsive proposer who certifies that their product or material contains the greatest percentage of postconsumer material. If they are submitting a proposal on paper products, they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all proposals over fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying proposal received.

**DEFINITIONS:**

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

21. **ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional services from the Contractor if provided in the Services Agreement.

22. **SERVICES AGREEMENT:**

In addition to being subject to all terms and conditions in this RFP, all responses are subject to the terms and conditions in the Services Agreement attached to the RFP. Additional or modified terms and conditions in the Services Agreement may be necessary depending on the responses to the RFP, including any exceptions stated by the Proposer as required by Section A, paragraph 1(c) of this RFP. However, the County objects to and shall not be bound by any additional or modified terms and conditions that are in conflict with the terms and conditions in the Services Agreement, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

23. **INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**

Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of an RFP.** Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

## SECTION A – GENERAL CONDITIONS

**24. PUBLIC RECORDS/TRADE SECRETS:**

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are “trade secrets” or “confidential” as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer shall provide an additional copy of the proposal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer on its Proposal, Proposer acknowledges and agrees:

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials;
- (ii) that to the extent that the proposal with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney’s fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from the County’s non-disclosure of the trade secret materials.
- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by the County, to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies including but not limited to Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal document, line item and/or total proposal prices, the work, services, project, goods, and/or products to be provided by Proposer, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer is not acceptable to the County and will result in a determination that the proposal is nonresponsive; the classification as trade secret of any other portion of a proposal document may result in a determination that the proposal is non-responsive.

**25. LOBBYING:**

Lobbying shall be prohibited on all County competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the Purchasing Department or the county attorney’s office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, County government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder’s/proposer’s staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

|                                       |
|---------------------------------------|
| <b>SECTION A – GENERAL CONDITIONS</b> |
|---------------------------------------|

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, County government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the Director.

26. **PROTEST PROCEDURE:**

As per Section 2-162 of County Code

- (a) *Right to Protest.* A Vendor who is aggrieved by the contents of the bid or proposal package, or a Vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the Director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed.
- (b) *Posting.* The Purchasing Department shall post the recommended award on or through the departmental website.
- (c) *Requirements to Protest.*
  - (1) If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after issuance of the bid or proposal package.
  - (2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after posting of the award recommendation.
  - (3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
  - (4) A formal written protest is considered filed with the County when the Purchasing Department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the Purchasing Department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer.
- (d) *Sole Remedy.* These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award.
- (e) *Lobbying.* Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the Purchasing Department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.
- (f) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal.
- (g) *Authority to Resolve.* The Director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full Business Day after the filing thereof.

## SECTION A – GENERAL CONDITIONS

(h) *Review of Director's Decision.*

- (1) The protesting party may request a review of the Director's decision to the county administrator by delivering written request for review of the decision to the Director by 5:00 p.m. EST on the fifth full Business Day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the Director.
- (2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full Business Day after receipt of the request for review. The decision shall be final and conclusive as to the County unless a party commences action in a court of competent jurisdiction.

(i) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.27. **PUBLIC RECORDS – CONTRACTOR'S DUTY**

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, [purchase@pinellascounty.org](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

28. **E-VERIFY**

The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

**SECTION A – GENERAL CONDITIONS****29. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

Consultant acknowledges that it is functioning as an independent contractor in performing under the terms of this contract, and it is not acting as an employee of Pinellas County. The consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**30. TRUTH IN NEGOTIATIONS:**

The Consultant certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the County determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.



|                                       |
|---------------------------------------|
| <b>SECTION B – SPECIAL CONDITIONS</b> |
|---------------------------------------|

**Proposal Title: Information Technology (IT) Resources for BTS****Proposal Number: 22-0120-P JJ****1. INTENT:**

In accordance with the attached requirements, Pinellas County's Business Technology Services (BTS) Department is seeking to establish a contract with multiple qualified contractors to provide Information Technology (IT) staff augmentation services and project based IT staff services on an as-needed basis.

**2. PROPOSAL REQUIREMENTS:**

- I. Interested proposers are required to indicate the areas they wish to qualify for, as described in Section E- Scope of Work.
  - II. Each proposal shall at a minimum address and/or include the following information and documentation in sufficient detail for the County to evaluate the Proposer's qualifications.
    - a) A description of the Proposer's experience in providing the same or similar services as outlined in the RFQ Scope of Work.
    - b) A description of the Proposer's qualifications, to include, but not limited to:
      - 1) Current certifications, licenses, and memberships in professional organizations
      - 2) Qualifications of key personnel resumes or skill category descriptions of who will be used in the performance of task orders issued under this contract.
    - c) Response to the County's Questionnaire.
    - d) A description of the Proposer's Recruitment Strategy.
3. **TERM OF SERVICES AGREEMENT:** Duration of the contract shall be for the period of five (5) years from the date of execution of the agreement unless otherwise indicated.
4. **TERM EXTENSION(S) OF CONTRACT**  
The contract may be extended subject to written notice of agreement from the County and successful bidder, for one (1) additional two (2) year period beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same.
5. **TASK ORDER TYPE CONTRACT:**
- I. On an as-needed basis, the County will issue Task Orders to awarded contractors for each specific resource request, which will include a description of the skills required, duration of the assignment, approximated hours on the project, and general roles and responsibilities.
  - II. Each task order shall be subject to a quotation process. Refer to Section E for additional details.
6. **TRAVEL:** No travel or per diem reimbursement will be allowed under this contract.
7. **STATUS OF CONTRACTOR EMPLOYEES:**
- I. Individuals provided to perform services under this contract are employees of the Contractor and shall remain employees of the Contractor at all times. Contractor personnel shall not be considered to be employees of Pinellas County or any of its agencies or customers. In the event a claim to the contrary is brought by or on behalf of any individual provided to County under the agreement against Pinellas County or any of its agents, employees or officers, Contractor shall indemnify, defend, and hold harmless the County, its agents, employees, and officers, without limitation.
  - II. The Contractor shall have sole responsibility for all salaries, wages, bonuses, retirement benefits, taxes (including but not limited to any and all FICA contributions), workers' compensation coverage, unemployment compensation coverage, and any other required or promised employee compensation and benefits including any and all health coverage required under any law. Contractor agrees that in the event a claim by or on behalf of any employee compensation or benefits is brought against Pinellas County or any of its agents, employees or officers, Contractor shall indemnify, defend and hold harmless the County, its agents, employees, and officers, without limitation.

|                                       |
|---------------------------------------|
| <b>SECTION B – SPECIAL CONDITIONS</b> |
|---------------------------------------|

**8. OWNERSHIP OF INTELLECTUAL PROPERTY:**

- I. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be considered work for hire and the County shall be considered the creator of such Intellectual Property.
- II. Contractor shall notify the County, within thirty (30) days, of the creation of any Intellectual Property by its employees, agents, or subcontractor(s).
- III. Contractor agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the County and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the County.
- IV. The Intellectual Property shall not be disclosed by Contractor to any other entity without the express written authorization of the County. If by operation of law, the Intellectual Property is not owned in its entirety by the County automatically upon its creation, then Contractor agrees to assign and hereby assigns to the County the ownership of the Intellectual Property.
- V. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the County may reasonably request to give effect to this clause.
- VI. It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.

**9. IMMIGRATION REFORM AND CONTROL ACT:**

- I. The Contractor shall be solely responsible for verifying that any employees, agents, subcontractors or other individuals sent to the County is eligible for work in conformance with all immigration laws including but not limited to the Immigration Reform and Control Act of 1986 as it may be amended from time to time, and the Illegal Immigration Reform and Immigration Responsibility Act of 1996.
- II. A Vendor’s failure to properly verify and maintain work eligibility as required hereunder shall be deemed a material breach and shall be cause for immediate termination of the contract at the discretion of Pinellas County.

10. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the Pinellas County and shall not be used or released by the Contractor or any other person representing the Contractor, except with prior written permission by the County.

11. **LOSS OF MATERIALS:** The County does not assume any responsibility, at any time, for the protection of or for loss of candidate’s materials or personal property.

**12. TIME LINE:**

Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

| Date              |  |
|-------------------|--|
| December 3, 2021  | Advertising & Publishing RFP                         |
| December 15, 2021 | Deadline for Questions/Clarifications                |
| January 6, 2022   | Proposals due in Purchasing by 3:00 p.m.             |
| January 2022      | Evaluation of the RFP                                |
| January 2022      | Recommendation due to Purchasing from BTS            |
| March 2022        | Submit recommendation to Board for Award of Contract |

**13. PROPOSAL SUBMITTAL COPIES:**

The preferred method is PDF conversion from the Proposer’s source files (to minimize file size and maximize quality and accessibility) rather than scanning.

**Instructions for Providing Files in PDF Format to Pinellas County Government****How do I convert my files to PDF format?**

**Answer-** If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

**SECTION B – SPECIAL CONDITIONS****Should I scan everything and save as PDF?**

**Answer-** Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as “clean” or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible\* under Federal ADA guidelines (\*unless the scans are OCR.)

## SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

**1. LIMITATIONS ON LIABILITY**

By submitting a Proposal, the Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

**2. INDEMNIFICATION**

Proposer agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

**3. INSURANCE:**

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain, and require any sub-Vendors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- A. Submittals should include the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at [PinellasSupport@jdidata.com](mailto:PinellasSupport@jdidata.com) by the Vendor or their agent prior to the expiration date.
- 1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

**SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS**

- 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this RFP, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any Subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the Subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers’ Compensation/Employers’ Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County’s prior written approval. Further, all subcontracts shall

- 1) Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
- 2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
- 3) Provide that County will be an additional indemnified party of the subcontract;
- 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
- 5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;
- 6) Assign all warranties directly to the County; and
- 7) Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity’s name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers’ Compensation Insurance:** Worker’s Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker’s Compensation Insurance is required, employer’s liability, also known as Worker’s Compensation Part B, is also required in the amounts set forth herein

| Limits                      | Florida Statutory |
|-----------------------------|-------------------|
| Employers’ Liability Limits |                   |
| Per Employee                | \$500,000         |
| Per Employee Disease        | \$500,000         |
| Policy Limit Disease        | \$500,000         |

If Licensee/Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management.

**SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS**

Failure to obtain required Worker’s Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance:** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

|   |             |
|---|-------------|
| Combined Single Limit Per Occurrence    | \$1,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Personal Injury and Advertising Injury  | \$1,000,000 |
| General Aggregate                       | \$2,000,000 |

- 3) **Cyber Risk Liability (Network Security/Privacy Liability) Insurance:** including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

|                   |             |
|-------------------|-------------|
| Each Occurrence   | \$1,000,000 |
| General Aggregate | \$1,000,000 |

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- 4) **Professional Liability (Technology Errors and Omissions) Insurance:** with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

|                          |             |
|--------------------------|-------------|
| Each Occurrence or Claim | \$1,000,000 |
| General Aggregate        | \$1,000,000 |

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- 5) **Property Insurance:** Proposer will be responsible for all damage to its own property, equipment and/or materials.

**SECTION D – VENDOR REFERENCES**

**Proposal Title: Information Technology (IT) Resources for BTS**

**Proposal Number: 22-0120-P JJ**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: \_\_\_\_\_

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

HOW LONG IN PRESENT LOCATION: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

TOTAL NUMBER OF CURRENT EMPLOYEES: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: \_\_\_\_\_

**All references will be contacted by a County Designee via email, fax or phone call to obtain answers to questions, as applicable before an evaluation decision is made.**

Proposers must have experience in work of the same or similar nature and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE/FAX: \_\_\_\_\_

CONTACT: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_

COMPANY EMAIL ADDRESS: \_\_\_\_\_

2. COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE/FAX: \_\_\_\_\_

CONTACT: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_

COMPANY EMAIL ADDRESS: \_\_\_\_\_

3. COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE/FAX: \_\_\_\_\_

CONTACT: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_

COMPANY EMAIL ADDRESS: \_\_\_\_\_

4. COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE/FAX: \_\_\_\_\_

CONTACT: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_

COMPANY EMAIL ADDRESS: \_\_\_\_\_

|                                  |
|----------------------------------|
| <b>SECTION E – SCOPE OF WORK</b> |
|----------------------------------|

**Proposal Title: Information Technology (IT) Resources for BTS**

**Proposal Number: 22-0120-P JJ**

**A. OBJECTIVE:**

The objective of this Request for Proposal is to pre-qualify contractors for the purpose of providing information technology (IT) staff augmentation services and project based IT staff services on an as-needed basis to the department of Business Technology Services (BTS).

**B. BACKGROUND:**

Typically, assignments range from three (3) weeks to six (6) months. Assignments will not exceed eighteen (18) months and will be flexible depending on the size of the project. Average annual requirements for staff augmentation and project based work may be as high as twenty-five (25) positions, depending on BTS need. The County shall solicit competitive quotes at the time services are required.

**C. DESCRIPTION OF REQUIRED SERVICES:**

The categories below define types of projects or areas of specialty in which a contractor may be requested to provide resources. The purpose of identifying examples of categories is to allow for easy differentiation of the varied types of work that may be requested.

Proposers shall indicate the categories that they intend to qualify for, including any market sub-specialties. Refer to Attachment 1- Questionnaire.

The County will issue qualified contractors with Task Orders for each specific resource request, which will include a description of the skills required, duration of the assignment, approximated hours on the project, general role and responsibilities. Each Task Order shall be subject to quotation at the time of the request. Submission of quotations shall be date and time sensitive.

**D. PROJECT BASED WORK:**

1. In this category the vendor takes full responsibility in the management of the project and for deliverables of the project based on a stated Statement of Work at the time the service is requested.
2. Task Orders for this category shall be based on a fixed price, not subject to any adjustment on the basis of the Contractor's cost experience in performing the Services.
  - a) *Analysis and Design*- Encompasses IT Planning, Studies, and Assessment to assist organizations in both information technology capital planning and assessment, including but not limited to:
    - 1) Business Case Analysis
    - 2) Performance Measurements
    - 3) Independent validation and verification of systems development
    - 4) Estimating return on investment and earned value
    - 5) Compliance with State interoperability standards as defined by BTS, etc.
  - b) *Development and Integration*- services include project management of systems development that organizations consider important, including but not limited to:
    - 1) Management of systems integration
    - 2) System and software development
    - 3) Modernization of legacy systems to web enabled applications
    - 4) Software development, customization of commercial-off-the-shelf (COTS) software packages, and migration to modular applications
    - 5) Development and integration of Internet / intranet / web applications, Security, firewalls, and critical infrastructures / Networks (i.e., LAN / WAN / MAN), Data warehousing, Electronic commerce / Electronic data interchange (Groupware, Next generation internet, Client / Server computing, Workflow and imaging)



|                                  |
|----------------------------------|
| <b>SECTION E – SCOPE OF WORK</b> |
|----------------------------------|

- c) Operational and Support- anticipated services include, but are not limited to the following:
- 1) Management and support of Local Area Networks (LANs), Metropolitan Area Networks (MANs), and Wide Area Networks (WANs)
  - 2) Computer systems administration, management, and maintenance
  - 3) Data entry, data storage, data retrieval, and electronic records management
  - 4) Specialized workstation (i. e. CAD, CAD/CV, GIS) support
  - 5) Computer equipment maintenance (both on-going and on-call)
  - 6) Desktop support
  - 7) Production support
  - 8) Database generation and database management
  - 9) Data and/or media management
  - 10) Document Imaging Services
  - 11) Disaster Recovery Services
  - 12) Orientation and training
  - 13) Information center/help desk

**E. STAFFING RESOURCES**

1. In this category the contractor shall provide personnel to perform services at the County or its agencies and the County shall take ownership of the overall management and delivery of any and all county projects. **Attachment 2** includes a sample of the desired staffing positions requirements based on historical requirements. Staffing requirements will depend on the Department's project needs at the time of the request.
2. Task Orders for this category shall be based on direct labor hours at specified fixed hourly rate.
3. Staffing requirements are identified as:
  - a) Ad Hoc Staffing- requirements will be for immediate staffing demands. The estimated cycle from request to hire will be two (2) weeks. The general process for this requirement is as follows:
    - 1) Pinellas County will make requests (task orders) for a specific need.
    - 2) Prequalified vendors shall submit resumes of candidates possessing the minimum technical skills and educational requirements needed for the position.
    - 3) Interviews with select candidates will be scheduled. If a qualified candidate has worked on prior engagements, performance, exhibition of skills and qualifications demonstrated on the prior projects can be used in lieu of an interview process.
    - 4) Upon candidate selection, submitting agencies will be notified, and terms, periods of service, along with specific project documentation will be provided to the agency and select candidate.
    - 5) A Purchase Order is issued to the successful vendor.
  - b) Planned Staffing
    - 1) The process for this requirement will be similar to the Ad Hoc process except that the interview to hire cycle is estimated to be approximately two (2) to four (4) months prior to project inception.
    - 2) Project Based resources will be required to have Software Delivery Life Cycle (SDLC) exposure to be considered and shall be submitted in the form of a Project Resource portfolio. The portfolio may contain subsets of information based on the current state of the project, complexity and duration of the project. The minimum contained in all portfolios will be the following exhibits:
      - a. Staffing Requests
      - b. Position Descriptions
      - c. Roles And Responsibilities
      - d. Project Business Case
      - e. Projected Budget, timeline, and resource requirements

**SECTION E – SCOPE OF WORK**

- 3) Additional Information may be included depending on the Phase of the project. Additional documents may include:
  - a. Statement of Work
  - b. Business Vision
  - c. Staffing Plans
  - d. Software Development Plan
  - e. Project Management Documents
  - f. Requirements Attributes
  - g. Software Requirements Specification
  - h. Software Architecture Document
  - i. Request for Information Document
  - j. Data Models
  - k. Integration Build Plans

**F. BACKGROUND CHECKS:**

Qualified contractors shall be required to perform (at their own expense) pre-employment screening and drug screening for each contractor personnel referred for work in Pinellas County prior to commencement of any work. Vendor shall not refer or assign any candidate to County who has a felony or first degree misdemeanor conviction for a crime related to the type of work assigned.

**G. REPORTING REQUIREMENTS:**

1. During the performance of the work under this Contract, the successful contractor(s) shall keep the following records as are necessary to determine compliance with the service agreement, including but not limited to:
  - a) Actual hours worked
  - b) Type of work performed per the personnel categories position descriptions
  - c) Performance reporting tool to measure performance of Contractor personnel. The County reserves the right to modify or introduce additional performance reporting tools as they are developed
2. Reports shall be submitted with each request for payment not later than the first week of each month to the Project Manager.
3. The Contractor must notify the Project Manager within 24 hours, and in writing when any of its personnel on assignment for the County terminates employment or his or her relationship with the Contractor prior to completion of the contract. The Contractor is responsible for ensuring all issued equipment and property assigned to the departing individual has been recovered and that access to facilities and computer networks has been terminated. Equipment and property includes, but is not limited to, keys, office equipment, computer equipment (hardware and software), manuals and books, telecommunications equipment, badges, and parking passes. A separate notification must be completed for each individual.

**H. STAFFING REPLACEMENT:**

1. During the assignment, the selected candidate will be evaluated to determine whether candidate meets the department's performance standards. If the contractor personnel do not meet standards, the contractor shall be required to replace the person within ten (10) days.
2. Contractor replacement personnel submissions must be presented within five (5) days after the County notifies contractor that any of its personnel are not meeting requirements.
3. Contractor shall not remove any personnel assigned to a project without the prior written consent of County. If for any reason, one or more of the scheduled personnel is unavailable for assignment for work under the contract, the contractor shall request approval from the Project manager to replace the person with a person of equal skills and qualifications.

The County reserves the right to accept or reject a replacement personnel for any reason.

**SECTION E – SCOPE OF WORK****I. TRANSITION OF WORK:**

1. Awarded contractors shall exercise their best efforts and cooperation to affect an orderly and efficient transition of any task order or other contract, project, or other agreement, if necessary.
2. When appropriate, BTS departmental management team shall meet with the replacement personnel to coordinate task order transition.

**J. TRAINING/EXPERIENCE:**

1. The contractor shall provide fully trained and experienced persons (including replacement persons) required for performance of any work under Task Orders awarded. This includes providing 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 contractor at its own expense except when the County has given prior approval for training to meet special requirements that are unique to a particular task order.

**K. UNPLANNED WORK OR OFF-HOUR WORK:**

1. Unplanned work or off hour work may result from a management decision to adjust scheduling practices to meet requirements.
2. Unplanned work or off hour work must be approved by the Project Manager, Division Manager and Department Director.
3. The Contractor shall bill at the rate originally quoted and identified in the contract for unplanned or off-hour work.

**L. EQUIPMENT:**

1. The Contractor is responsible for ensuring all issued equipment assigned has been recovered and that access to facilities and computer networks have been terminated. Equipment includes, but is not limited to, keys, office equipment, computer equipment (hardware and software), manuals and books, telecommunications equipment, badges, and parking passes.
2. A notification by the contractor must be completed for each employee terminating employment. The contractor's personnel will follow County and Departmental policy in regard to building access and remote access, and hours of operation. Contractor personnel will not be permitted on site without a County employee in attendance.

**M. SOFTWARE MADE AVAILABLE FOR THE CONTRACTOR USE:**

1. The County, from time to time, may make certain software acquired under license available to the Contractor for its use in the performance of this contract. Contractor shall be required to sign any documentation required by licensors.
2. The Contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.
3. The Contractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the Vendor.
4. The Contractor is not authorized to violate any software licensing agreement, or to cause Pinellas County to violate any licensing agreement. If, at any time during the performance of this contract, the Contractor has reason to believe that its utilization of the furnished software may involve or result in a violation of County's licensing agreement, the Contractor shall promptly notify the Project Manager, in writing, of the pertinent facts and circumstances.
5. Pending direction from the Project Manager, the Contractor shall continue to perform to the full extent possible without utilizing the software in question.
6. Selected Contractor's personnel are expected to follow Pinellas County's policies and procedures in their use of the internet, telephones, and all other County property.

**SECTION E – SCOPE OF WORK**

**N. EVALUATION CRITERIA:**

Listed below is the criteria that will be used by the County to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the following evaluation criteria:

**1. Experience (200 Points)**

A description of the Proposer’s experience in providing the same or similar services, to include, but not limited to tenure in the business, location, types of clients (i.e., government, private industry), etc.

**Also include the reference information requested in Section D.**

**2. Qualifications (250 Points)**

A description of the Proposer’s qualifications, to include, but not limited to:

- a) Current certifications and industry recognitions
- b) Qualifications of proposed firm’s staff (recruiters, marketing specialists, etc.) as applicable

**3. Attachment 1 - Questionnaire (300 Points)**

- a) Market sub-specialties if any
- b) Specific technology services provided
- c) Staffing resources provided

**4. Recruiting Strategy (250 Points)**

This will be based on the proposer’s strategy to find qualified candidates, including but not limited to recruiting tools, technical pre-screening, networking, sub-contractors, etc.

**5. ITEMS TO BE RETURNED WITH PROPOSAL:**

**Proposal Organization:** Proposers are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this Request for Proposal. Responses should be correlated to the specific submittal, Criterion, section or paragraph number of the request for proposal being addressed. Evaluators will make a reasonable effort to locate information in the proposals; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit.

|           |  |
|-----------|--|
| Section 1 | <b>Experience</b><br>Vendor References as required on Section D of RFP   |
| Section 2 | <b>Qualifications</b>  |
| Section 3 | <b>Attachment 1 - Questionnaire</b>  |
| Section 4 | <b>Recruiting Strategy</b>   |
| Section 5 | Forms <ul style="list-style-type: none"> <li>▪ Signature Page</li> <li>▪ ePayables Form</li> <li>▪ W-9 Form</li> <li>▪ Addendum Acknowledgement Form (if applicable)</li> <li>▪ APPENDIX 1 – E-VERIFY AFFIDAVIT</li> </ul> |

**SECTION F ELECTRONIC PAYMENT**

**Proposal Title: Information Technology (IT) Resources for BTS**

**Proposal Number: 22-0120-P JJ**

**Electronic Payment (ePayables)**

The Pinellas County Board of County Commissioners (County) offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

Would your company accept to participate in the ePayables credit card program?

Yes

No

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature (for payment acceptance)

\_\_\_\_\_  
Printed Signature/Title/Department

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Business name/disregarded entity name, if different from above
Check appropriate box for federal tax classification:
Exemptions (see instructions):
Address (number, street, and apt. or suite no.)
City, state, and ZIP code
List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number grid

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number grid

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
An estate (other than a foreign estate), or
A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**SECTION G – ADDENDA ACKNOWLEDGMENT FORM**

**Proposal Title: Information Technology (IT) Resources for BTS**

**Proposal No: 22-0120-P JJ**

**PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS RFP BY SIGNING AND DATING BELOW:**

**ADDENDA NO.**

**SIGNATURE/PRINTED NAME**

**DATE RECEIVED**

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Note:** Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above and return Addenda Acknowledgement Form with RFP. Failure to do so may result in being considered non-responsive.

Information regarding Addenda issued is available on the Purchasing Department section of the County’s website at, [www.pinellascounty.org/purchase/Current\\_Bids1.htm](http://www.pinellascounty.org/purchase/Current_Bids1.htm) , listed under category ‘Current Bids’.

**SECTION H – NO BID STATEMENT**

**NOTE:** If you do not intend to submit a proposal on this requirement, please complete this form. *Thank you.*

We, the undersigned have declined to submit a proposal for RFP No. **22-0120-P JJ** for **Information Technology (IT) Resources for BTS.**

- \_\_\_\_\_ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- \_\_\_\_\_ Insufficient time to respond to the Request for Proposal.
- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet specifications.
- \_\_\_\_\_ Unable to meet Bond requirement.
- \_\_\_\_\_ Specifications unclear (explain below).
- \_\_\_\_\_ Unable to Meet Insurance Requirements.
- \_\_\_\_\_ Remove Us from Your "Notification List" Altogether
- \_\_\_\_\_ Other (specify below).

REMARKS:

---



---



---



---

We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TYPED NAME OF ABOVE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_



APPENDIX 1 – E-VERIFY AFFIDAVIT

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that \_\_\_\_\_ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Work Authorization User Identification No.: \_\_\_\_\_

Name of Pinellas County Contract and Contract No.: \_\_\_\_\_

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of 1) physical presence \_\_ or 2) online notarization \_\_, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of contractor company acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

[Notary Seal]

Notary Public: \_\_\_\_\_

Name typed, printed, or stamped: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

|                                     |
|-------------------------------------|
| <b>ATTACHMENT 1 - QUESTIONNAIRE</b> |
|-------------------------------------|

Interested vendors are required to complete the following questions in a **succinct** and **concise manner**.

1. Indicate the category you intend to qualify for:

Project Based  Staffing Resources  Both

2. Indicate any market sub-specialty or niche for the category you intend to qualify for.

3. Based on the job descriptions of Attachment 2, provide with a list of positions you will be able to fulfill on a regular basis. Include others as applicable.

- |  |   |
|--|---|
| <input type="checkbox"/> EBS Professional                | <input type="checkbox"/> Tester/Technical Writer                            |
| <input type="checkbox"/> BI/ Hyperion Professional       | <input type="checkbox"/> Technical Consultant/Architect Senior              |
| <input type="checkbox"/> GIS Professional                | <input type="checkbox"/> Technical Analyst                                  |
| <input type="checkbox"/> Project Manager                 | <input type="checkbox"/> Data Modeler                                       |
| <input type="checkbox"/> Analyst/Project Lead            | <input type="checkbox"/> System Administrator/Network Administrator         |
| <input type="checkbox"/> Architect/Technical Lead        | <input type="checkbox"/> Web Designer/Developer                             |
| <input type="checkbox"/> Analyst/Project Lead            | <input type="checkbox"/> Data Storage Specialist                            |
| <input type="checkbox"/> Data Architect                  | <input type="checkbox"/> Endpoint (Client/Desktop/Mobile Device) Technician |
| <input type="checkbox"/> Data Warehouse Director         | <input type="checkbox"/> Telephony Equipment Installer                      |
| <input type="checkbox"/> Data Warehouse Manager          | <input type="checkbox"/> Network Equipment Installer                        |
| <input type="checkbox"/> Business Intelligence Architect | <input type="checkbox"/> Server and Storage Installer                       |
| <br>   |   |
| <input type="checkbox"/> Database Administrator          | <input type="checkbox"/> Others (specify):                                  |
| <input type="checkbox"/> Developer/Analyst               |   |

4. What is your company's average initial response time to acknowledge a customer request? (Response to be expressed in minutes and or hours and calculated from receipt of initial customer request). Explain.
5. What is the mean time from initial response to providing candidates for consideration that meet the requested staffing criteria? (Response to be expressed in minutes and or hours from receipt of initial request). Explain.
6. How do you ensure quality candidate selection in response to a customer request? Explain
7. What is your success rate percentage (%) of placement from your initial candidate recommendation in response to a customer request? Explain.
8. What is your average turnover percentage (%) within a contract period? Explain.
9. What is a likely timeframe to replace a hired contract position with another if not a healthy fit for a team, project and or our organization?
10. Explain your process on quality assurance and customer satisfaction follow-up.

|  |
|--|
| <b>ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS</b> |
|--|

**NOTE: the following is a sample of the desired staffing positions requirements based on historical requirements. Staffing requirements will depend on BTS' project needs and shall not be limited to those specified below.**

|                                     |  |
|-------------------------------------|--|
| 1) EBS Professional                 | 12) Developer/Analyst  |
| 2) BI/ Hyperion Professional        | 13) Tester/Technical Writer                                    |
| 3) GIS Professional                 | 14) Technical Consultant/Architect Senior<br>Technical Analyst |
| 4) Project Manager                  | 15) Data Modeler   |
| 5) Analyst/Project Lead             | 16) System Administrator/Network Administrator                 |
| 6) Architect/Technical Lead         | 17) Web Designer/Developer                                     |
| 7) Data Architect                   | 18) Data Storage Specialist                                    |
| 8) Data Warehouse Director          | 19) Telephony Equipment Installer                              |
| 9) Data Warehouse Manager           | 20) Network Equipment Installer                                |
| 10) Business Intelligence Architect | 21) Server and Storage Installer                               |
| 11) Database Administrator          | 22) Desktop Technician   |

|  |
|--|
| <b>ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS</b> |
|--|

**1) ORACLE E-BUSINESS SUITE (EBS) PROFESSIONAL****A. Minimum Requirements:**

- 7+ years of Oracle e-Business (EBS) Applications 12.2.X; Access Manager 11g+; Access Gate 11g+; Enterprise Command Center v6+; OBIEE 12c; Mobility; iSupplier Portal; Self-Service.
- 7+ years of actively using the following languages Oracle SQL Developer; SQL, PL/SQL, Java EE7-8 & SE7-8; C#; C++; Python; VB; Fast Formulas; Oracle Forms/Development; JDeveloper; Oracle Application Express; Node.js; Oracle Applications Frameworks; Oracle ADF 12c; Oracle Data Integrator; Oracle Cloud Infrastructure Integration; Oracle SOA; Oracle API Management; and Oracle Workflow development.
- Oracle EBS application (12.2.x plus), ECC, Self-Services, iSupplier, OAM, Access Gate; OID; Database; Data Base Extensions & ADOP/On-line Patching; Data Guard; RAC; and Enterprise Manager (Cloning, Database Security, On-line/Hot Patching, Release Management, Data Masking; Change Management, etc.) technical knowledge, configuration, and support skills in a 7/24 environment
- 7+ years of actively performing database administration activities on the following platforms - Oracle EBS 12.2.x, Databases 12c, 19c, 20c on a RHEL 7/9 platform.
- Experience with the following is a plus: XML, XSLT, JSP, AJAX, MySQL, and Hyperion (Essbase).
- Experience in report development and data extracts using other Oracle development tools including BPEL, web services, BI Publisher, SQL Loader, etc.
- Experience in integration of OBIEE Analytics across functional areas and based on heterogeneous source systems.
- Strong verbal and written skills developing and/or updated Process Documents, System Topography documents; help desk tickets; Infrastructure design; Root Cause Analysis; and audit reviews.
- Must have operations skills and discipline.
- Experience in all OBIEE+ components including Oracle BI Admin, Answers, Interactive Dashboards, BI Publisher, Delivers, Disconnected Analytics, Financial and Interactive Reporting.
- Experience in data mining, scrubbing and modeling, and Extract Transform and Load (ETL)
- Experience building schemas, developing stored procedures and database triggers in PL/SQL.

**B. Desired Skills**

Candidate must demonstrate proficiency in the following modules/functionality:

1. Oracle Financials
  - General Ledger
  - Accounts Payables
  - Accounts Receivables
  - Fixed Assets
  - Cash Management
  - iExpense
  - Grants
  - Budgets
  
2. Oracle HRMS
  - Performance Management
  - Taleo BE
  - Position Management
  - On Boarding
  - Core HR
  - Self Service HR
  - Time and Labor

|  |
|--|
| <b>ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS</b> |
|--|

- Learning Management
- Advanced Benefits

3. Oracle Supply Chain Management

- Purchasing
- iProcurement
- Sourcing
- iSupplier
- Oracle Fusion Middleware – BPEL, JDeveloper, SOA Architecture,
- Position Control Module
- Custom Components using Oracle Development tools and technologies

4. Database Administration – DBA Support, Oracle Identity & Access Management, Oracle WebLogic Server administration.

- Development
- Oracle Fusion Middleware – BPEL, JDeveloper, SOA Architecture,
- Position Control Module
- Custom Components using Oracle Development tools and technologies
- Database Administration – DBA Support, Oracle Identity & Access Management, Oracle Weblogic Server administration
- DBA Support – Performance Tuning; Data Masking; Maintain and Monitor; Oracle EBS Environments (DEV, TEST and PROD); Cloning; Disaster Recover; On-line Patching

2) **BUSINESS INTELLIGENCE (BI)/**

**A. Objectives:**

- OBIEE / Informatica / BI Apps
- Cloud BI (Example: AWS, Socrata)
- Microsoft Power BI

**B. Minimum Requirements:**

- 5 + years competency with Oracle Business Intelligence Enterprise Edition (OBIEE) analytical applications (Financial Analytics, Procure & Spend, Human Resources, Project Analytics, etc.).
- 3+ years of development/implementation/support experience with Hyperion EPM and Essbase products (preferably EMP V11).
- 3+ years of Oracle eBusiness Suite version 11, 11i, and/or 12.1.3 or higher implementation/development/support experience a plus.
- Technical expertise in Essbase as an OLAP engine.
- Extensive knowledge and experiences in defining enterprise BI strategy, architect and roadmap to enable enterprise-wide BI, analytics and performance management solutions.
- Working knowledge and experiences in ETL/Data integration with commercial tools such as Informatica, Oracle Data Integrator or Oracle Warehouse Builder
- Knowledge of Oracle ERP source systems, including Oracle eBusiness Suite.
- Experience in developing and deploying Dashboard, Analytics/OLAP and performance management solutions.
- Experience with OBIEE Infrastructure with recommended Web Servers and Hardware.
- Must be proficient at SQL, PL/SQL and workflow development.
- Business Intelligence Solution Architect with extensive experience in implementing Oracle Business Intelligence (OBIEE) solutions and pre-built BI analytics, Hyperion Essbase and Planning Forecasting and budgeting applications.

|  |
|--|
| <b>ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS</b> |
|--|

- Experience in all OBIEE+ components including Oracle BI Admin, Answers, Interactive Dashboards, BI Publisher, Delivers, Scheduler, Disconnected Analytics, Financial and Interactive Reporting.
- Strong technical understanding of data modeling, design and architecture principles and techniques across master data, transaction data and derived/analytic data (e.g., KPIs),
- Experience with the following is a plus: JAVA, JAVA Script, HTML, DHTML.
- Experience in report development and data extracts using other Oracle development tools including BPEL, web services, BI Publisher, SQL Loader, etc.
- Experience in integration of OBIEE Analytics/Hyperion EPM across functional areas and based on heterogeneous source systems.
- Experience in data mining, scrubbing, and modeling, and Extract Transform and Load (ETL).
- Must have operations skills and discipline.
- Experience building schemas, developing stored procedures and database triggers in PL/SQL.
- Experience in Crystal Reports and Crystal Server desired.

**C. Desired Skills:**

1. EBS (Oracle 11i, 12 E-Business Suite) technical knowledge/configuration skills.
2. OBIEE Packaged Analytic applications implementations v7.9.5 or higher, v10.1.3.x or higher preferred.
3. Technical knowledge in Hyperion EMP v, Hyperion Essbase.

**3) GEOTECHNICAL INFORMATION SERVICE PROFESSIONAL****A. Minimum Requirements**

- Five plus (5+) years' experience as the performing or participating in complex Information Technology and GIS system architecture evaluation, design, development, integration, deployment, and operations management/software solutions with a particular understanding of complex geospatial integration.
- Bachelor's degree in Computer Engineering, Computer Science, Information Technology, GIS, or a related technical field.
- Experience with local government functions and departments such as Public Works, Utilities, Emergency Management, Planning, Law Enforcement, Traffic and other subject matter areas a plus.

**B. Desired Skills**

- Ability to support the development of processes and methodologies to enhance the overall optimization of software enterprise architecture environments and processes, including, but not limited to: cloud, virtual, and mobile.
- ArcGIS Desktop, Server and Mobile Products
- ArcGIS Online for Organizations (cloud GIS)
- ArcGIS Collector
- ArcGIS JavaScript API
- ArcSDE
- Oracle 11g/SQL
- Software development practices
- Object-oriented software design and programming practices
- GIS systems, architectures, tools
- Cloud solutions, virtualization, virtual platforms
- Large-scale systems integration involving on-premises and cloud platforms
- Mobile software development
- Layered software architecture
- VB.NET, C++, Java, JavaScript, HTML5, C#, and/or other modern programming languages.
- Internet technologies such as XML, HTTP, AJAX, JSON, web services, and related emerging web standards
- XML technology such as XSLT, XML Schema, and XML Namespaces
- Fundamental IP-based networking principles

|  |
|--|
| <b>ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS</b> |
|--|

- Internet Technologies that comprise the OSI Model such as HTTP, DNS, DHCP, TCP, etc.
- Excellent problem solving and troubleshooting skills
- Ability to quickly learn and apply new technologies to ever changing problems
- Ability to write and present technical material in the form of proposals, white papers, test plans and reports, technical reports, and presentations

#### 4) **PROJECT MANAGER**

##### **A. Objective**

To provide senior level skills in Project Management Discipline to include: Superior analytical reasoning and risk assessment skills, adaptability, problem solving skills, initiative, leadership, teamwork, communication, organization, and planning. The Project Manager will manage customer expectations through all aspects of system development life cycle including design, build, testing, training, deployment and post live support activities; provide support and/or lead clinical redesign efforts; manage relationships with clients and vendor support personnel; develop and maintain detailed implementation work plans, communication plans, risk management and mitigation plans, issues logs and other project support documentation; define functional and technical system requirements; facilitate design sessions and/or issue resolution sessions, develop system deployment plans and participate in system deployment tasks; and provide knowledge transfer to client personnel.

- Develop, prioritize and maintain the project plan for the complete project life cycle with tasks, dates and resources. Works with departments and Vendors, to identify appropriate project team.
- Perform ongoing risk assessments of the project through a detailed understanding of project methodology, systems, and customer workflow to identify issues that would impair the success of the project operationally and/or financially if otherwise not addressed.
- Act as a facilitator between all groups to identify and resolve issues by engaging the proper parties to resolve the issues and by actively participating in the resolution process as a subject matter expert.
- Determine project status, issues, and action items and keep all participating groups informed through active tracking and communication as appropriate.
- Works with business users in emphasizing resolution of issues based on maximizing the ratio of return to the department to cost.
- Make commitments to the business process owners on project contents based on consensus of project team. Update team members on changes in project contents if needed. Emphasize timeliness and quality over quantity in project delivery.
- Proficiency with MS Project, and the ability to manage several projects simultaneously.
- Manage one or more key components of critical development projects and operational teams for customer account.
- This person will need to envision, develop, and document the vision for the specific client solution.
- This person will need to drive technology solutions and capabilities that enable improved decision support to both internal and external constituents.
- This person will be responsible for workload prioritization and management of resources, both on large initiatives and small projects.
- The person in this role must be a leader with a positive attitude, good organizational skills, and possess strong verbal and written communication skills for employees, consultants, project teams and clients.
- Typically, teams will consist of Internal Associates and Vendors. Develop task orders, project planning documents and collaborating with the client and stakeholders for project plan approvals.
- Creating and maintaining the project schedule, deliverables, budget, issues, and risks.
- Attaining and utilizing project resources in a matrix organization.
- Tracking progress and variances and mitigating risk and issues throughout the lifecycle.
- Inspiring confidence by providing timely and accurate status.
- Delivering on time and on budget.

|  |
|--|
| <b>ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS</b> |
|--|

**B. Minimum Requirements**

- COTS Implementation experiences a must.
- Knowledge of and work experience with formalized commercial SDLC methodologies.
- Minimum of 8 years project management experience or equivalent.
- Must possess very strong understanding of technology and ability to assess a client's environment.
- Experienced in communication and presenting to clients.
- Ability to meet customer needs via creative problem solving.
- Good working knowledge of project life cycle methodology and prevalent project planning tools.
- Experience working on large-scale integration into diverse legacy and web-based systems a plus.
- Good knowledge of structured analysis techniques.
- Proven ability to converse with and drive requirements for the technical delivery team.
- Exposure to a wide range of technical environments, teams and processes will be advantageous.
- Should have specific knowledge and work experience in two or more of the following Business areas:
  - a. County Government
  - b. Finance (GL, AP, AR, FA, etc.)
  - c. Support Functions (HR, Legal, etc.)
- A large degree of independence and motivation to learn is essential for success.
- Must be detail-oriented and very organized.
- Effective written and oral communication skills
- Ability to interview client stakeholders, facilitate workshops and document current business operations and project objectives/scope for future phases.
- Ability to work with stakeholders to build trust with our organization/consultants in order to capture accurate information about the project engagement
- Consistent use of excellent judgment when making daily decisions about project activities
- Possess analytical and creative abilities to problem solve and offer new/alternate solutions
- Have prior success in managing projects to standard metrics.
- Can manage client expectations throughout the project's lifecycle.
- Ability to multi-task; successfully manage multiple projects of different sizes/types.
- Be a team player - manage and motivate project team members – lead and be led.
- Strong, professional presence.

**5) ANALYST / PROJECT LEAD****A. Objective**

The Analyst is responsible for the planning, development, and successful delivery of strategic assessments and recommendations, business workflow analysis, change management activities, and process measurement. The Analyst must manage communications around project details and expectations with clients and internal practice areas, the Project Manager, and Management team. Analyst acts as a "business partner" assisting departments in the planning, development and implementation of both technology-based and process-based business solutions. The Analyst will create conceptual and functional designs for new and enhanced systems in coordination with technology analysts, external vendors and vendors. Additionally, the Analyst coordinates user review and approval at all stages of system development and delivery and assists in managing system implementation, tracking the timing of deliverables, and developing conversion and migration plans for moving from existing systems to enhance or more effective new systems. Identifies opportunities to utilize existing, enhanced or new technologies or business methods to streamline work processes and improve service delivery within individual County departments. Analyst maintains awareness of systems, products and expertise available both within the County and elsewhere to use in addressing County needs and develops and maintains a functional expertise in the various business and system needs based upon changing industry conditions.

Because the Analyst will be the involved at Project Initiation, this resource may serve as the Subject Matter Expert and work initially to identify areas of opportunity for the client dealing with their organizational operations. The Analyst is responsible for following a business analysis and workflow design approach involving stakeholder interviewing techniques, human factors analysis, process assessment/design, business analysis, workflow modeling, change leadership, and requirements/use case gathering.

The Analyst can apply core business analysis and project management principles to:



|  |
|--|
| <b>ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS</b> |
|--|

- Facilitate requirements gathering and process mapping sessions with clients in group and individual settings
- Lead management consulting sessions to discover and articulate clear organizational and project visions, cases for action, metrics, and resources
- Discover and document as-is and to-be scenarios of organizational processes, technologies, and challenges in detail
- Provide expert recommendations on methods to migrate from the current state to the envisioned state while guiding the change management initiative
- Evangelize, communicate and teach Project Management methodology for process discovery, migration, and measurement
- Prepare, create, and deliver articles and presentations on strategic industry topics in the business and process markets to clients and vendors
- Collaborate with client stakeholders to define the project roadmap and in-scope initiatives.
- Create and maintain detailed project plans in Microsoft Project/Clarity.
- Review the project plan with all project participants and relevant stakeholders to ensure a clear understanding of the project direction and objectives.
- Track progress against the plan by incorporating information gathered in status reports and one-on-one meetings in regularly scheduled updates to the client.
- Communicate project progress to client management through status meetings, deliverables, and deliverable reviews.
- Manage delivery resources to ensure successful completion of project engagements
- Maintain budgetary information and status and communicate costs-to-date to client management.
- Writing business and technical requirements and specifications, functional/conceptual design documents, building business case models, preparing UAT scripts and UAT testing.
- Working with the Project Managers to follow project plans, convey accurate project status, and identify issues and risks.
- Build and maintain project preview sites that can be used by clients to monitor status, deliverables and budget position on an as needed basis.

## **B. Minimum Requirements**

- Knowledge of and work experience with formalized commercial SDLC methodologies.
- Minimum of 8 years project management experience or equivalent.
- Must possess very strong understanding of technology and ability to assess a client's environment.
- Experienced in communication and presenting to clients.
- Ability to meet customer needs via creative problem solving.
- Good working knowledge of project life cycle methodology and prevalent project planning tools.
- Experience working on large-scale integration into diverse legacy and web-based systems a plus.
- Good knowledge of structured analysis techniques.
- Proven ability to converse with and drive requirements for the technical delivery team.
- Exposure to a wide range of technical environments, teams and processes will be advantageous.
- Should have specific knowledge and work experience in two or more of the following Business areas:
  - a. County Government
  - b. Finance (GL, AP, AR, FA, etc.)
  - c. Support Functions (HR, Legal, etc.)
- A large degree of independence and motivation to learn is essential for success.
- Formal and proven experience with business process and system analysis
- Formal experience producing process/system analysis and design documentation
- Must be detail-oriented and very organized.
- Effective written and oral communication skills
- Ability to interview client stakeholders, facilitate workshops and document current business operations and project objectives/scope for future phases.
- Ability to work with stakeholders to build trust with our organization/consultants in order to capture accurate information about the project engagement
- Consistent use of excellent judgment when making daily decisions about project activities

|  |
|--|
| <b>ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS</b> |
|--|

- Possess analytical and creative abilities to problem solve and offer new/alternate solutions
- Have prior success in managing projects to standard metrics.
- Can manage client expectations throughout the project's lifecycle.
- Ability to multi-task; successfully manage multiple projects of different sizes/types.
- Be a team player - manage and motivate project team members – lead and be led.
- Strong, professional presence.
- Process-related certification(s) a plus.
- Experience with ITIL is a plus  
The Business Analyst candidate will be required to learn our organization's project management methodology, 'RoadMap' and required documentation artifacts.
- The Business Analyst candidate will be required to learn our organization's business process management methodology, 'Insight' and required documentation artifacts.
- Experience with the Microsoft technology suite is required.

## 6) **ARCHITECT / TECHNICAL LEAD**

### A. **Position Objectives:**

One who designs and supervises the identification, classification, index and display of knowledge to facilitate the user-centric organization and presentation of data in an interactive environment, as determined by experience, instruction and research. An Architect defines enterprise architectural blueprints and roadmaps, which encompass IT strategy, governance, development models, logical and physical data assets, portal and integration technologies, application architectures and hardware and software infrastructure intended to support the development and of core, mission-critical applications. Will be involved from project inception through discovery, strategy, definition, architecture, documentation, testing and iterative development. Participate in design of system services, including security, diagnostics, disaster recovery/back-up with system architect, selects software, development tools, hardware to meet application needs. Responsibilities include all of the following:

- Recognize, interview, and work closely with key stakeholders – including internal, client and end-users – to identify and prioritize goals and objectives as related to the project.
- Must be able to clearly articulate those goals to the extended team.
- Map the relation of goals, internal and external influences to success matrices.
- Identify project scope in totality and clearly demarcate the individual components, their interaction with internal and external actors and/or actions.
- Work closely with department to accurately determine, design and develop for the appropriate psychographic/demographic/geo-targeted audience for outward facing applications.
- Construct the internal vocabulary as related to all project components.
- Provide feedback and recommendations during conceptual phases of a project.
- Work in tandem with technical architect or technology lead to define platform and environment per project.
- Ensure accessibility guidelines are well understood and accepted.
- Demonstrate desire and capacity to be a strong team player.
- Works with other Information architects to transfer knowledge, extend expertise and participate in larger team efforts.
- Participate in the definition of application development principles, standards and best practices
- Develop strategies and recommendations for presentation to executive management
- Provide mentoring and guidance to BTS Team/Technology partners
- Analysis of business problems and requirements to determine appropriate technical solutions following standards
- Application of industry best practices to all architecture, design and programming activities

|  |
|--|
| <b>ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS</b> |
|--|

**B. Minimum Requirements:**

- Familiarity with the iterative development process, facilitation and/or participation in focus groups.
- Strong grasp of HCI and UI.
- Extensive experience working in collaborative environments, integrating user-centered design, technology, and business strategy, and be client-facing.
- Must be able to work independently, take initiative, and innovate.
- Must have strong verbal and communication skills, as this is integral to the position.
- Perform content analysis, task analysis, task modeling, and usage scenarios.
- Create and document information design concepts and solutions by various means, including diagrams, maps, flows, and rapid prototypes.
- Develop effective user-centered solutions for all interactive applications. Work with developers and testers to ensure high usability of applications.
- Exhibit expert-level knowledge in information and interaction design; apply this knowledge appropriately to create solutions that best meet clients' strategic goals.
- Work to integrate effective information and interaction design strategies and practices into the overall design process.
- Stay abreast of new and innovative trends in the information architecture discipline as well as industry news and developments; work to build similar knowledge among other design and production team members.
- Assist project managers, account managers, and creative director in scoping and estimating projects, and presenting concepts to customer, when appropriate.

**7) DATA ARCHITECT****A. Minimum Requirements:**

- Expert/lead technical role
- Bachelor's or master's degree in Computer Science, Information Systems, or other related field or equivalent work experience
- Minimum 7 to 10 years of experience with large and complex database management systems
- 7+ years of experience with Oracle Database systems and SQL (Oracle 12.1)
- 7+ years of database design and Modeling
- 5+ years' experience in Data Warehousing
- Strong knowledge of application development and SQL query tuning
- Data Modeling (use of Erwin or other data modeling tools)
- Knowledgeable in most aspects of designing and constructing data architectures operational data stores and data marts
- Experience tuning SQL queries and databases for optimum performance
- Ability to analyze and solve complex database problems
- Demonstrated ability to work effectively with management, team members and users
  
- Leadership and/or management experience, including project management Experience ITIL
- Minimum 5 years dedicated experience in information architecture
- Experience conducting user research, including contextual inquiry and usability testing
- Superb writing and presentation skills
- An outstanding portfolio of detailed page schematics, functional specifications, interaction flows, site maps, navigation systems, and use case models and diagrams
- Ability to articulate business strategy and to balance these with user needs and technological constraints
- Demonstrated ability to manage internal customers and external vendors, communicate effectively and resolve issues
- Background in technical writing
- Background in software UI or system design Experience working in a collaborative environment
- Strong understanding of interactive technology and applied uses
- Strong aptitude for change management and ability to work within dynamic project constraints
- Ability to work independently, prioritize, and solve problems proactively

|  |
|--|
| <b>ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS</b> |
|--|

- Creativity and attention to detail
- Seasoned architect with solid knowledge of the current technology trends
- Ability to design complex enterprise software applications using design tools and methodologies
- Experience in the implementation of COTS packages
- Ability to guide teammates in Object Oriented development and act as a mentor
- Must have ability to work seamlessly with both large and small teams to design and develop complex strategic business software solutions
- Strong interpersonal and communication skills
- Excellent problems solving and team building skills
- Working knowledge of Database concepts, Testing types, Change and configuration management principles, User-interface design techniques and best practices, Object-oriented Systems Engineering (OOSE), “Gang of Four” design patterns, Software Architecture Principles
- Platforms and Products, Component-based development
- Strong skills in architecture, business process, information, and systems development; familiarity with data modeling, workflow, rules-based systems techniques and tools

### **B. Essential Functions**

- Defines and plans database architectures for enterprise systems
- Works on multiple projects as a project leader or as the subject matter expert
- Works on projects/issues of high complexity that require in-depth knowledge across multiple technical areas and business segments
- Coaches and mentor’s more junior technical staff
- Responsible for enterprise-wide data design, balancing optimization of data access with batch loading and resource utilization factors
- Design and build efforts for the data warehouse implementation and execution.
- Responsible for delivery of the technical architecture and solution based on the business requirements.
- Focuses on enterprise-wide data modeling and database design
- Defines data architecture standards policies and procedures for the organization structure attributes and nomenclature of data elements
- Applies accepted data content standards to technology projects
- Responsible for business analysis, data acquisition and access analysis and design
- Database Management Systems optimization recovery strategy and load strategy design and implementation
- Develop new database schema, including indexes and constraints

## **8) DATA WAREHOUSE DIRECTOR**

### **A. Minimum Requirements**

- Senior level management - oversees strategic planning and development of data warehouse solutions in partnership with technical and business leadership.
- Accountable for enterprise-wide results. Frequently reports to a Chief Information Officer or Chief Technology Officer.
- Responsible for the overall architecture, design, development, and maintenance of data warehousing and data mart systems and services for the entire enterprise’s business function
- Bachelor’s or master’s degree in Computer Science, Information Systems, or another related field. Or equivalent work experience.
- Minimum 10 to 15 years of IT and business/industry work experience, with at least 3 years of leadership experience in managing multiple, large, cross-function teams and projects, and influencing senior level management and key stakeholders
- Experience in strategic planning, development, implementation and maintenance of large-scale integrated relational database systems

|  |
|--|
| <b>ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS</b> |
|--|

- Extensive knowledge and proven success in the implementation of **Datawarehouse** and Business Intelligence solutions.
- Demonstrated success in working effectively with internal business partners, vendors, and consultant resources. Strong interpersonal and relationship building skills.
- Experience with Oracle BI and Data tools (e.g., OBIEE, Oracle Multi-Dimensional Database/ESSBASE, etc.)
- Familiarity with integration tools (ETL and ESB) and architectures and combining multiple sources of data including cloud, ERP (NetSuite and Salesforce.com) as well as 3rd party data
- Familiarity with Predictive Data Analytics familiarity and tools (e.g., IBM SPSS)
- Excellent verbal and written communications skills and the ability to effectively articulate ideas and build alignment.
- Ability to step in and take ownership in a fast-paced results-oriented environment
- Knowledge of project management principles, [methodsmethods](#), and techniques. Project Management Professional (PMP) certification preferred but --not required. Familiarity with developing Agile DW-BI User Stories, Use Cases and Acceptance Criteria

#### **B. Essential Functions**

- Works closely with customers from a strategic perspective to identify and maximize opportunities to utilize data marts and/or data warehouse systems to improve business processes, promote the strategic use of information technology, and enable the work force to use technologies as a competitive tool
- Ensures the development of enterprise-wide standards for the Data Warehouse to ensure compatibility and integration of multi-vendor platforms
- Responsible for organizational balance and system coherency between front-end desktop/client environment and Data Warehouse back-end processing functions
- Provides corporate leadership, vision, and direction for data warehouse systems, in support of the enterprise's business objectives and requirements
- Ensure integration, [scalabilityscalability](#), and supportability of BI and related DW infrastructure environment working with Infrastructure Support Services.

### **9) DATA WAREHOUSE MANAGER**

#### **A. Minimum requirements:**

- Middle level management in the data warehouse function.
- Bachelor's Degree in Computer Science, Information Systems, or other related field or equivalent work experience
- Typically has 7 to 10 years of IT work experience including managing team(s)
- Needed knowledge includes process and data modeling, data architectural development methodology, project management and extensive knowledge of data warehouses and data marts

#### **B. Essential Functions**

- Responsible for systems/applications development, database management systems and data warehouse development and management
- Works with the Business and Senior IT leadership to identify and establish information requirements, develop and implement data warehouse strategies that utilize data marts and/or data warehouse systems to enhance business processes and manage business intelligence
- Leads the activities of data warehouse project teams in the design, development and implementation of data warehouses and the configuration and auditing of data warehouses to ensure quality control of data

|  |
|--|
| <b>ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS</b> |
|--|

- Responsible for overseeing the development, operations, and maintenance of data warehouse environment, including organizational balance and system coherency between front-end desktop/client environment and data warehouse back-end processing functions
- Provides guidance regarding the use of data warehouse system, capability of systems to deliver information, and subject matter expertise regarding current systems and emerging technology
- Optimizes the performance of enterprise business intelligence tools by defining data to filter and index that add value to the user
- Creates testing methodology and criteria
- Designs and coordinates a curriculum for coaching and training customers in the use of business intelligence tools to enhance business decision-making capability
- Develops standards, policies and procedures for the form, structure and attributes of the business intelligence tools and systems
- Develops data/information quality metrics
- Works under general direction of senior level management. Typically manages and mentors' supervisors, project leaders and/or technical staff. Works on multiple, complex projects as a project leader and a subject matter expert. Frequently reports to a Director, Data Warehouse or Director, Systems and Programming

## **10) BUSINESS INTELLIGENCE ARCHITECT**

### **A. Minimum Requirements:**

- Expert/lead technical role. Provides technical expertise and direction for the development of complex enterprise-wide business intelligence and decision support systems solutions.
- Minimum 7 to 10 years of experience with large and complex database management systems, business intelligence tools and systems
- Extensive knowledge and proven success in the implementation of Datawarehouse and Business Intelligence solutions.
- Experience with Oracle BI and Data tools (e.g., OBIEE, ROLAP, MOLAP... etc.)
- Familiarity with integration tools (ODI, Informatica and ESB) and architectures and combining multiple sources of data including cloud, ERP... etc.
- Familiarity with Predictive Data Analytics.
- Knowledge of project management principles, methods, and techniques. Project Management Professional (PMP) certification preferred but --not required. Familiarity with developing Agile DW-BI User Stories, Use Cases and Acceptance Criteria

### **B. Essential Functions**

- Works with enterprise-wide business and IT senior management to understand and prioritize data and information requirements
- Solves complex technical problems
- Optimizes the performance of enterprise business intelligence tools by defining data to filter and index that add value to the user
- Creates testing methodology and criteria
- Designs and coordinates a curriculum for coaching and training customers in the use of business intelligence tools to enhance business decision-making capability
- Develops standards, policies and procedures for the form, structure and attributes of the business intelligence tools and systems
- Develops data/information quality metrics
- Research new technology and develops business cases to support enterprise-wide business intelligence solutions.

|  |
|--|
| <b>ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS</b> |
|--|

- Works on multiple projects as a project leader or sometimes as a business subject matter expert. Works on highly complex projects that require in-depth knowledge across multiple technical areas and business segments.
- Coaches and mentor's more junior technical staff. Bachelor's or master's degree in Computer Science, Information Systems, or other related field or equivalent work experience.
- Responsible for leading the design and support of enterprise-wide business intelligence applications and architecture

**11) DEVELOPER / ANALYST****A. Minimum Requirements:**

- Excellent written & verbal communication skills
- Proven analytical abilities
- Minimum 8+ years in computer programming in a similar technical environment
- Strong academic and/or business system background along with a displayed willingness and ability to learn Experience in software development using Oracle Developer tools (FORMS and REPORTS), PL/SQL and PRO\*C is a must
- Computer programming concepts including thorough knowledge of "SQL", "C", Structured coding techniques, and UNIX/NT operating systems. Also has a familiarity with structured methodology
- Experience with Business Applications, Relational Database systems, client/server, and web development tools
- Good working knowledge of project life cycle methodology and prevalent project planning tools.
- Experience working on large-scale integration into diverse legacy and web-based systems a plus.
- Good knowledge of structured analysis techniques.
- Proven ability to converse with and drive requirements for the technical delivery team.
- Exposure to a wide range of technical environments, teams and processes will be advantageous.
- Should have specific knowledge and work experience in two or more of the following Business areas:
  - County Government
  - Finance (GL, AP, AR, FA, etc.)
  - Support Functions (HR, Legal, etc.)
- A large degree of independence and motivation to learn is essential for success.
- Developer should have strong problem and issue resolution skills and must be able to be involved in multiple projects at the same time.
- Must be able to write design specifications for software extracts; create process flow diagrams and manage project tasks to the project plan.
- Should have good organization skills, be able to prioritize multiple activities and objectives in a rapidly changing environment and deliver quality service and must be able to work closely with project team users, vendors, and technical professional.
- Developer must be committed to providing exceptional customer service and responding to user needs in a prompt, courteous manner.
- Must be able to convey complex technical concepts and user needs to 'lay' individuals, as well as communicate technical issues and solutions in business terms.
- Must have a high commitment of detail and accuracy. Must have a positive attitude and be willing to learn new skills.
- Must possess the ability to maintain a high level of energy and creativity while working independently or as part of a team.

|  |
|--|
| <b>ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS</b> |
|--|

**B. Essential Functions**

- Individual will be part of a team - performs analysis, design and directs development and implementation for delivering the County's vision of an enterprise-wide system solution by applying selected technologies.
- Client's Interaction - Communicates with clients' users to develop definition, test results and problem resolution both on a written and oral basis
- Assists in producing technical design and system definition documentation
- Under general supervision, analyze broad range of business systems requirements and technical specifications, including evaluating and documenting various system processing and business logic options
- Prepares design specifications from which programs can be written
- Assists in most phases of application analysis/design Development / Programming
- Able to direct developers with coding, testing, debugging programs from design specifications, requires only small amount of technical assistance.
- Creates test data, testing conditions, and correcting programming and design errors

**12) TESTER / TECHNICAL WRITTER****A. Objective:**

Responsible for system testing activities, including writing test plans, completing automated testing needs, working with Programmers to troubleshoot any testing issues and provide testing results documentation to the development team. Responsible for quality assurance of software. This position works closely with the Project Manager, Business Analyst, Technical Project Manager and Technical Lead to proactively define testing strategies and test plans, execute test scripts and follow through on the prioritization and resolution of defects. Work closely with the Project Manager/ Business Analyst, Technical Project Manager and Technical Lead to define test plans based on business analyst requirements and functional specifications. Test plans will include unit, integration, regression, performance and other tests as required. Determine test scripts based on anticipated user interaction and system requirements. Determine scheduling of tests and defect resolution consistent with the overall project schedule. Update and prioritize tests in coordination with the Project Manager based on changing business requirements, communicate clearly the manifestation of defects to developers in order to resolve them as quickly as possible. Prioritize defects for resolution in coordination with the technical team. Test and verify defect repairs and follow-up using defect tracking tools or any other methodology implemented by the client.

**B. Minimum Requirements**

- 5+ years working experience designing, developing, configuring, implementing, and supporting documentation and/or computer validation documentation
- 3+ years working experience writing technical equipment, software, or business process documentation.
- Execution or functional testing of documentation.
- Demonstrated ability to work independently and experience working with distributed project teams
- Strong oral and written communication skills,
- Excellent interpersonal/organizational skills,
- Ability to work within a team environment (this person will need to develop team chemistry to drive results).
- Highly detailed oriented with extensive analytical and quantitative skills.
- Successful demonstration of pro-actively identifying and communicating tasks and following-through; a self-starter.
- Extensive experience with MS Office, Visio, technical drawing, and document management and automation tools is needed.
- Ability to follow written directions, communicate test results clearly in written form, and understand/apply relevant standards to testing projects.
- Experience in performance testing, quality assessment and metrics, process analysis. Intermediate level - broad experience and used successfully on several projects.
- Experience defining and executing test cases in an iterative development environment
- Development of and execution of Test Plans
- Perform functional and system testing (Functional tests, UI Tests, Security Tests, Configuration Tests, Defect Verification Tests, Performance Tests and Regression Tests)
- Document/Manage issues
- Experience creating ad hoc queries/reports using MS Access or SQL Tools



|  |
|--|
| <b>ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS</b> |
|--|

- Project Management Experience
- Experience with Automated test tool experience Performance/Load Testing
- Experience Testing on a large-scale project
- Excellent Written and Verbal Communication
- Excellent Customer Service

### **13) TECHNICAL CONSULTANT / ARCHITECT SENIOR TECHNICAL ANALYST**

#### **A. Objective:**

The Technical Consultant is responsible for technology adoption and technical consulting for customers who could benefit from use products in hybrid and process applications. This will provide a foundation for Pinellas County's demonstration of excellence and application knowledge in process related industries. Typical activities include Proof of Concept programming, process system design review, technical presentation, application note development, and system startup support. Advanced application knowledge and other software as they relate to process application.

#### **B. Minimum Requirements**

- Focus on long-term technology adoption activity at customer sites.
- Act as undisputed expert in the application of products in markets served.
- Participate in Project Kick-off and Status meetings
- Execute proof of concept program design
- Support Process customers with development of engineering standards, methods and guidelines related to the application technologies
- Spearhead the exchange of best practices within the customer as well as provide feedback from application experience
- Manage customer product expectations and obtain product and systems requirements through direct customer interaction.
- Provide focal point for direct communication with business in matters regarding technical customer or product issues. Examples include technical requirements definition, beta site evaluation
- Provide product configuration analysis for new or existing customer systems
- Develop and execute proper complementary training of customer personnel on features / benefits, capabilities, performance, and applications specific to his application. This is in addition to the standard product training the customer should follow separately.
- Understand market and control system trends. Have insight into the actions the business must take to capitalize on these trends
- Team and communicate effectively on projects requiring coordination.
- Work with Vendors to create product demonstrations that highlight a particular set of features.
- Write application notes that present a technical solution for special application requirements, product quality concerns, product updates and application specific training.
- Establish a reputation for excellence and knowledge of applied automation technology.
- Strong knowledge of technical software concepts and an ability to quickly understand product functionality in the context of its business application
- Demonstrated ability to learn quickly and adapt to constant change
- Above-average business skills including the ability to quickly understand a client's business and apply that understanding to software implementations that create maximum business value for the client
- Well-developed oral and written communication skills, including detail-oriented business writing and the ability to convey complex technical information accurately and at an appropriate level of detail
- Exceptional ability to capture and document detailed business objectives and system requirements
- At least 4 years of hands-on participation in the analysis, design, integration, testing, documentation, training and production deployment of complex data management and/or analysis systems for clients
- Demonstrated ability and willingness to perform as a team member on multiple projects simultaneously
- Exceptional interpersonal and customer relationship management skills, including the mature judgment required to manage relationships

|  |
|--|
| <b>ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS</b> |
|--|

- Demonstrated skills in the analysis of business or intelligence data as well as a working knowledge of one or more database management systems and a related ETL tool
- Proven ability to work effectively in a fast-paced, dynamic team environment with high expectations for quality and a deadline-beating mentality
- Proven ability to manage conflicting expectations of multiple client stakeholders on complex projects

**14) DATA MODELER****A. Minimum Requirements**

- Qualified candidates will have at least 5 years database expertise
- 2 years' experience in data modeling.
- Data Modeler will be experienced in the use a variety of data modeling and warehousing methods to develop data models for end-user evaluation
- Experience should include Oracle DB, MS SQL, dimensional and relational data modeling, performance techniques, data integration, and lifecycle documentation techniques.

**15) DATABASE ADMINISTRATOR****A. Objective:**

The DBA resolves all database-related issues and works closely with the Development, Project Management and staff to document business requirements, and independently to create database related cost estimates. The DBA performs database design reviews to enforce best practices and standards and may develop detailed logical data models. The DBA's support activities include analyzing, testing, and implementing physical database designs to support various business applications. The DBA is required to work with customers of varying technical levels in a high-pressure and complex environment.

**B. Minimum Requirements**

- Must be a motivated self-starter and able to perform job responsibilities and lead database related projects with little or no direct supervision. Must have excellent written and oral communication skills.
- Bachelor's degree
- 7+ yrs. experience as a Database Administrator
- A minimum of 3 years' experience in SQL Server and Oracle Database Administration.

**16) SYSTEM / NETWORK ADMINISTRATOR****A. Essential Functions**

- Support mission critical production in Windows 2007 and 2010 systems Environment; perform routine System/Network administration functions including: OS tuning, performance monitoring, security monitoring, and system upgrades.
- Responsible for participating in the installation and implementation of all systems.
- Design, setup and daily management of MS Windows Server (2000, 2003), MS Windows Server (2003) terminal servers and MS SQL Server (2007).
- Direct administrative experience with TCP/IP networking and LAN/WAN and Direct administrative experience with Cisco Switches, Cisco Routers, and Watch guard firewall.
- Supporting the company on technical issues
- Installing new software applications and updating licenses
- Inventory Management.
- Setting up new users' workstations, desktops and telephones
- Assisting in workflow optimization with technical improvements

**B. Minimum requirements:**

- A self-starter and be willing to manage multiple tasks.
- Will need to possess self-confidence and a good problem-solving skill.
- Must have vast experience with Active directory and direct administrative experience with MS Exchange 2000 and 2003 including exchange disaster recovery.

**ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS**

- Direct administrative experience with TCP/IP networking and LAN/WAN and Direct administrative experience with Cisco Switches, Cisco Routers, and Watch guard firewall.

**ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS****17) WEB INTERFACE DESIGNER****A. Objective:**

The Web Interface Designer is the important link between the development of functional web components and our users (with and outside of the organization). This position and skill set essentially manifests itself in a role of a user advocate, creating thoughtful, well organized, and visually pleasing user interfaces for web applications. Gathering business requirements for web applications. Rationalize and analyze business requirements to determine root business problems and needs to be addressed in application/user interface design. Creates pre-development design plans to meet user/client needs. Coordination with web developers in design and development of web applications. Develop and maintain a set of web design and interface standards for the organization.

**B. Minimum Requirements:**

- Strong functional design skills coupled with aesthetic design applications
- Understanding of application and user interface design principles and methodologies
- Applied knowledge of Internet applications (e.g. browsers) their similarities and differences
- Applied knowledge of Microsoft Office tools
- Strong written and verbal communication skills with the ability to deliver complex technical concepts to businesspeople in a clear, concise manner
- Ability to critically evaluate business requirements to understand the root business problems and needs
- Applied knowledge of web scripting languages such as PHP, ASP, or JSP
- Ability to work within and around the architecture of dynamic web applications to implement design plans.
- Experienced in Flash, Photoshop, Illustrator, Dreamweaver
- Web Programmer (any combination of) HTML, Action Script, Dreamweaver, JavaScript, Java, CSS, ASP, SQL, PHP, NET, C++, ColdFusion



**SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and \_\_\_\_\_, \_\_\_\_\_ (“Contractor”) (individually, “Party,” collectively, “Parties”).

**WITNESSETH:**

**WHEREAS**, the County requested proposals pursuant to 22-0120-P JJ (“RFP”) for Information Technology (IT) Resources for BTS services; and

**WHEREAS**, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

**WHEREAS**, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

**1. Definitions.**

**A. “Agreement”** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

**B. “County Confidential Information”** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced and any other information designated in writing by the County as County Confidential Information.

**C. “Contractor Confidential Information”** means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

**D. “Contractor Personnel”** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

**E. “Services”** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

**2. Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

**3. Services.**

**A. Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

**B. Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Business Technology Services (BTS) Manager.

**C. Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

**D. De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

**E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

**F. Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

**G. Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

**4. Term of Agreement.**

**A. Initial Term.** The term of this Agreement shall commence on the Effective Date; and shall remain in full force and for Five (5) Years, or until termination of the Agreement, whichever occurs first.

**B. Term Extension.**

The Parties may extend the term of this Agreement for one (1) additional two(2) year period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

**5. Compensation and Method of Payment.**

**A. Services Fee.** As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 (“Services Fee”), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

**B.** The County agrees to pay the Contractor the not-to-exceed sum of \$\_\_\_\_\_, for Services completed and accepted as provided in Section 15 herein if applicable, payable:

\_\_\_ Project Based Work shall be based on a fixed-fee, not subject to any adjustment on the basis of the contractor’s experience in performing the Services, which will be determined at the time the Task Order is issued, payable upon submittal of an invoice as required herein.

\_\_\_ Staffing Resources shall be based at the hourly rates determined at the time the Task Order is issued, payable upon submittal of an invoice as required herein.

**C. Travel Expenses.**

**The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.**

**D. Taxes.** Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation, and certain excise taxes.

**E. Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.” The County may dispute any payments invoiced by Contractor in accordance with the County’s Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

**6. Personnel.**

**A. E-Verify.** The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.



A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

**B. Qualified Personnel.** Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

**C. Approval and Replacement of Personnel.** The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

## 7. Termination.

### A. **Contractor Default Provisions and Remedies of County.**

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

**B. County Default Provisions and Remedies of Contractor.**

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

**C. Termination for Convenience.** Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. Confidential Information and Public Records.

**A. County Confidential Information.** Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

**B. Contractor Confidential Information.** All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County’s obligations under this Section may be superseded by its obligations under any requirements of said laws.

**C. Public Records.** Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, [purchase@pinellascounty.org](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

**10. Audit.** Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

**11. Compliance with Laws.**

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**12. Digital Accessibility**

Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section 14(b) of this Agreement, "Indemnification."

**13. Public Entities Crimes**

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**14. Liability and Insurance.**

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

**15. County's Funding.** The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

**16. Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the BTS Manager or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to *[Proposer]* \_\_\_\_\_. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

**17. Subcontracting/Assignment.**

**A. Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

**B. Assignment.** (Select appropriate box.)

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

**18. Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

**19. Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:  
Business Technology Services Department  
Attn: Contracts Administrator  
400 S Ft. Harrison Avenue  
Clearwater, FL 33756  
Phone: 727-464-3395

For Contractor:  
Attn:

with a copy to:  
Purchasing Director  
Pinellas County Purchasing Department  
400 South Fort Harrison Avenue  
Clearwater, FL 33756

**20. Conflict of Interest.**

**A.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

**B.** The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

**21. Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the “Work Product”) shall be County’s property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due, therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

**22. Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.

**23. Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

**24. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

**25. Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

**26. Due Authority.** Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

**27. No Third Party Beneficiary.** The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

**28. Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements either oral or written.

*(Signature Page Follows)*

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

PINELLAS COUNTY, FLORIDA

By and through its

Board of County Commissioners

\_\_\_\_\_  
Name of Firm

By \_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name

ATTEST:

Ken Burke,  
Clerk of the Circuit Court

\_\_\_\_\_  
Title

By: \_\_\_\_\_

Deputy Clerk

Approved as to Form

By: \_\_\_\_\_

Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

**PERSONNEL SERVICES**

[The terms in this Exhibit may be supplemented, at the County’s sole discretion, at the time the final Agreement is prepared to include additional provisions as appropriate, including but not limited to relevant provisions from the RFP document]

**WORK ASSIGNMENT SERVICES**

[The terms in this Exhibit may be supplemented, at the County’s sole discretion, at the time the final Agreement is prepared to include additional provisions as appropriate, including but not limited to relevant provisions from the RFP document]

County agrees that Contractor is qualified and eligible to provide project-based Services as described in the RFP pursuant to which this Agreement has been executed, and Contractor agrees to perform Services for the County as described in mutually-negotiated and executed work assignments (“Work Assignments”). All work performed pursuant to a Work Assignment shall be subject to the terms of the Agreement to which this scope is attached and incorporated, as well as the terms of the Work Assignment, and in the event of a conflict between the terms, the terms of the Agreement, including this Exhibit, shall prevail over the terms stated in the Work Assignment.

As needed, and at the County’s sole discretion, County will present Contractor with a scope of work for a proposed work assignment (“Proposed Work Assignment”). The County will request that Contractor review the Proposed Work Assignment and provide a response within a time frame stated in the request. Within that timeframe, Contractor shall provide a response that either states that Contractor cannot perform the Proposed Work Assignment or describes Contractor’s proposal for completing the Proposed Work Assignment, including Contractor’s quoted price in the format called for in County’s request (e.g., lump sum, hourly rates, etc.), and any other information requested by the County in the Proposed Work Assignment. The County will review the Contractor’s response and will determine in its sole discretion whether to negotiate a Work Assignment with Contractor based on Contractor’s response.

Prior to the authorization of each Work Assignment, the Contractor shall submit for acceptance and approval by the County a detailed schedule of performance (“Performance Schedule”). The Performance Schedule shall show a breakdown of all tasks to be performed, and their relationship in achieving the completion of the work. These schedules will be used to evaluate Contractor’s invoices to allow the County’s Project Manager to monitor the Contractor’s efforts. The Contractor shall be responsible for any updates to these schedules and for documenting in writing to the County any major deviations in the actual versus estimated Work Assignment time frames.

All Work Assignments shall be in writing and in a form determined by the County, and no Work Assignment shall be valid until it has been duly executed by each Party. The Contractor shall not be entitled to any compensation for work performed without an executed Work Assignment. No Work Assignment shall be awarded unless the Work Assignment shall reasonably be capable of being completed before the expiration of this Agreement. The County is not obligated to award any particular Work Assignment, or any particular number of Work Assignments, to Contractor.

In the event that this Agreement is terminated under the provisions of this Agreement the total and complete compensation due the Consultant shall be as established by the County based on the County’s determination of the actual work percentage of work effort completed to date of termination.

Other than matters covered under the County’s Dispute Resolution Process, the County shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under pursuant to a Work Assignment. The decision of the County upon all claims, questions, disputes, and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement.



**EXHIBIT B**

**INSURANCE REQUIREMENTS**

[INSERT INSURANCE REQUIREMENTS PRIOR TO EXECUTION]

**EXHIBIT C**

**PAYMENT SCHEDULE**

PAGE INTENTIONALLY LEFT BLANK

(Document to be Provided Prior to Agreement Execution)

EXHIBIT D

PAYMENT/INVOICES

**PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**INVOICE INFORMATION:**

**Supplier Information** Company name, mailing address, phone number, contact name and email address as provided on the PO

- Remit To** Billing address to which you are requesting payment be sent
- Invoice Date** Creation date of the invoice
- Invoice Number** Company tracking number
- Shipping Address** Address where goods and/or services were delivered
- Ordering Department** Name of ordering department, including name and phone number of contact person
- PO Number** Standard purchase order number
- Ship Date** Date the goods/services were sent/provided
- Quantity** Quantity of goods or services billed
- Description** Description of services or goods delivered
- Unit Price** Unit price for the quantity of goods/services delivered
- Line Total** Amount due by line item
- Invoice Total** Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

## EXHIBIT E

**DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
  - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
  - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

**DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
  
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.