EXECUTIVE SUMMARY

President’s Transmittal

Board Transmittal

Recommendation that the Broward College Board of Trustees authorize entering into a services contract with Randstad Technologies to outsource technology helpdesk services for the college.

Presenter: Patti Barney, VP for Information Technology

Considerations: The Broward College technology helpdesk is responsible for providing customer service to students, faculty and staff when they have technical difficulties of any kind. The Help Desk was built by converting mainframe computer operators to help desk analysts and adding part-time help. It is very difficult scheduling, training and maintaining qualified technical staff to provide an exceptional level of service to our customers. Although we have been able to reduce the call volume that must be handled by a live agent through automation, the call volume remains overwhelming for current staffing levels and adding more staff will simply add to the complexity and management of the service without improving the quality of the service. We recommend outsourcing the technical calls to a qualified partner, Randstad Technologies, in order to achieve our desired level of service excellence. The initial engagement starts with transitioning general IT support first, with Desire 2 Learn student support calls transitioned prior to the winter semester in January, 2014.

How does this impact student success: These services will greatly enhance the current level of service provided, optimizing the critical support needed for our teaching and learning environment. Randstad Technologies will provide customer support services 24 hours a day, 7 days a week, 365 days a year which will significantly enhance the student, faculty and staff experience.

What Specific Goal of the Strategic Master Plan is advanced through this action: Goal 1 – Student Success.

Fiscal Impact: $355,525.00 for year one, with annual subscription for years 2 and 3 not to exceed $455,000 each year based on call volume. (144125- student tech fee budget and 163405 – IT budget).

Small Business Firm: Yes [ ] No [X] N/A [ ]

Broward Firm: Yes [ ] No [X] N/A [ ]

Prepared by: Patti Barney, Vice President Information Technology

Reviewed by:

Attorney’s Office

Budget Office

SVP, Howdyshell or Olliff
WAIVER OF BID REQUEST

<table>
<thead>
<tr>
<th>REQUESTING DEPARTMENT:</th>
<th>LOCATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information Technology</td>
<td>Cypress Creek Administration Center</td>
</tr>
<tr>
<td>ORIGINATING COST CENTER:</td>
<td>GRANT COST CENTER (IF APPLICABLE):</td>
</tr>
<tr>
<td>163405 &amp; 144125</td>
<td></td>
</tr>
</tbody>
</table>

Pursuant to Community College Rules 6A-14.0734 and College Policy 5Hx2.6.34, the following acquisition in the amount of $1,250,528 is exempt from the competitive solicitation requirement as documented herein.

Description of goods or services: Technology helpdesk support services 24 hours per day, 7 days per week, 365 days a year for handling student, faculty and staff technical support calls per schedule 2 of the attached contract.

Exempt Item Categories (check all applicable):

- Educational tests, textbooks, instructional materials and equipment, films, filmstrips, video tapes, disc or tape recordings (or similar audio-visual materials), computer-based instructional software.
- Library books, reference books, periodicals, and other library materials and supplies.
- Purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law or a non-profit buying cooperative.
  - Contract source and identification number:
- Food
- Service or commodities available from a single or sole source.
- Professional services, including but not limited to, artistic services, instructional services, health services, academic program reviews, lectures by individuals, attorneys, legal services, auditors, and management consultants.
- Information technology resources defined as all forms of technology used to create, process, store, transmit, exchange and use information in various forms of voice, video and data, and shall also include the personal costs and contracts that provide direct information technology support consistent with each individual college’s information technology plan.
- Single or sole source procurements for purposes of economy or efficiency in standardization of materials and equipment.
- Items for resale.

Purpose of Acquisition of Material(s) and/or Service(s): The Information Technology department would like to enter into this contract agreement in order to enhance the level of service, extend the hours and optimize the services needed for supporting the teaching and learning environment.

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED.

<table>
<thead>
<tr>
<th>REQUESTOR NAME (PRINT):</th>
<th>REQUESTOR TITLE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kenneth C. Liberti</td>
<td>IT - Budget, Planning &amp; Contracts Officer</td>
</tr>
<tr>
<td>SIGNATURE:</td>
<td>DATE:</td>
</tr>
<tr>
<td></td>
<td>7/1/2013</td>
</tr>
</tbody>
</table>

PROCUREMENT

<table>
<thead>
<tr>
<th>DIRECTOR OR AVP (PRINT):</th>
<th>TITLE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zaino Bid Nano</td>
<td>Director, Strategic Sourcing Procurement Services</td>
</tr>
<tr>
<td></td>
<td>AVP, Business Services and Resource Management</td>
</tr>
<tr>
<td>SIGNATURE:</td>
<td>DATE:</td>
</tr>
<tr>
<td></td>
<td>7/1/13</td>
</tr>
</tbody>
</table>

SVP, ADMINISTRATION **

<table>
<thead>
<tr>
<th>SENIOR VICE PRESIDENT:</th>
<th>SENIOR VICE PRESIDENT SIGNATURE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOM OLLIFF</td>
<td></td>
</tr>
<tr>
<td>DATE:</td>
<td>7/1/2013</td>
</tr>
</tbody>
</table>

** SIGNATURE REQUIRED IF OVER $65K
EXHIBIT A
SCHEDULE NO. 2

This Schedule No. 2 (this “Schedule”) is executed and made a part of the Contract for Services dated as of June 21, 2013 between Randstad Technologies, LP (“Randstad”) and The District Board of Trustees of Broward College, Florida (“Client”) (the “Agreement”). Capitalized terms not defined in this Schedule shall have the meaning set forth in the Agreement.

Glossary:

a. Interaction – An end user request for Service Desk services made through telephone or email. Includes calls that reach the Service Desk, even if the end user terminates the call upon receipt, or shortly thereafter.

b. Incident – Any activity whereby the Service Desk team logs a call into the incident management system. Incidents are logged and tracked in order for the Service Desk to perform analysis on the collected data.

c. Service Level Agreement – The combined measurable components of service that Randstad commits to meet over a defined service period. Service Level component definitions are listed in section III.

d. Reasonable Best Effort – Randstad making commercially reasonable efforts to meet requirement.

e. Stabilization Period - A 90-day period once Transition is complete, during which Randstad will conduct an assessment to include an analysis of actual Workload Volume. If this analysis indicates that the Workload Volume, call types, or Volume Assumptions are significantly at variance than those indicated by Client, Randstad may define adjustments to resource levels and the associated Monthly Service Fee in order to meet the Service Level Agreements. Randstad and Client may also mutually agree to adjust/modify the Service Level Agreements based on this assessment. Service Level Agreements are met on a reasonable best effort basis during this stabilization period.

f. Steady State - The first business day after the Stabilization Period.

g. Workload Volume – This accounts for all of the activity performed by the Service Desk team in support of the Services. Workload Volume is comprised of Interactions made by Client end users, the average processing time for each Interaction, and outgoing calls (quantity and processing time), all as detailed in Volume Assumptions. Additionally, it includes any other specific tasks as detailed in this Schedule.

h. Change Order – Written documentation, in the form of an amendment to this Schedule, of any change to this Schedule and base scope of work being performed thereunder.

i. Transition – The process that Randstad will undertake, in collaboration with Client, in order to assume responsibility for the additional BCONline Service Desk Services for Client as outlined herein. Transition activities include, but are not limited to, performing due diligence to better understand Client operations; gathering documentation; developing processes, procedures and escalation paths; hiring and training of personnel on Client proprietary systems and applications.

I. Effective Date: Term: The term of this Schedule shall commence as of August 19, 2013 (the “Effective Date”), and shall continue for a period of three (3) years thereafter (the “Initial Term”), unless sooner terminated in accordance with the Agreement. The Schedule shall automatically renew for successive one (1) year terms (each, a “Renewal Term”), unless either party provides the other party with written notice of intent not to renew, not less than ninety (90) days prior to the expiration of the then current Term.

II. Scope of Work – Randstad and Client agree and acknowledge that this Schedule represents a good faith effort to identify the products to be supported by the Service Desk and the Scope of Work constituting the Services. If during the term of this Schedule, including the Transition and Stabilization period, the Client requires additional product support and/or the Scope of Work to be expanded, both parties will follow then current Change Management procedures and/or cause a new Schedule to be executed.

Randstad will provide Internal Technology Service Desk services (“Services”) in support of Client operations. The scope of Services is as follows. Client also has the option for Randstad to provide BCONline Application Service Desk services as part of the Services in support of Client operations.

a. Provide Services during the following hours: Twenty-four hours per day, seven days per week, each day of the year (“24x7x365”).

b. Represent the Service Desk as an organization of the Client.

c. Log and categorize all Incidents and responses in Client’s Incident management system, including time of submittal, status, response/resolution to Incidents, ownership, and time of response.

d. The Service Desk will receive interactions via telephone and email.
e. Provide resolution or escalation following Service Desk procedures. These procedures will be documented during Transition and updated collaboratively by Randstad and Client's Point of Contact during the term of the engagement.

f. Provide support for the software, hardware and infrastructure as defined in Appendix 1, along with escalation if Incident cannot be resolved by the Service Desk.

g. Undertake support activities that include:
   i. Initial problem determination
   ii. Diagnostics and capture
   iii. Assign service requests to appropriate workgroups

h. Provide service level management and problem notification as it relates to the scope of Services. This includes:
   a. Review agreed upon Service Levels with Client on a quarterly basis to determine if they still meet the needs of the business
   b. Development and management of Operating Level Agreements with other non-Randstad support teams that interact with the Service Desk
   c. Reporting on all SLAs contained herein on a monthly basis
   d. Development and management of a Problem Notification process. Problem definition and notification process will be finalized during Transition.

i. Manage all Randstad personnel.

j. Conduct an Assessment upon completion of the Stabilization Period to review all deliverables as specified in the Schedule.

k. Identify and implement continuous service improvements (CSIs). Review Client procedures and make recommendations for increasing productivity and efficiency through use of analysis and best practices.

l. Update and maintain the knowledgebase, as defined during Transition.

m. Implement an agreed-upon Change Management process to ensure the Service Desk can assume additional support responsibilities in an efficient and consistent manner.

n. Conduct orientation, and after Client-provided initial training, ongoing training of Service Desk resources, including training of new resources after Steady State has been achieved.

o. Provide management reporting, as defined in Section V of this Schedule.

p. Develop/implement Operating Level Agreements with other Client/vendor support groups that interact with the Service Desk in collaboration with Client Point of Contact.

q. Develop, administer, conduct and tabulate transactional Client satisfaction surveys. A survey will be sent to each end user upon closure of his/her Incident via email. Returned surveys will be tabulated and reported on a monthly basis. Surveys will be sent via Client's Incident Management system.

III. **Service Level Agreements** - Randstad will meet the service levels defined in this section. These collectively constitute the Service Level Agreements applicable to this Schedule, and are measured on a calendar month basis:

<table>
<thead>
<tr>
<th>Service Level Component</th>
<th>Monthly Averages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Speed of Answer (Phone)</td>
<td>≤ 60 seconds</td>
</tr>
<tr>
<td>Abandoned Call Rate</td>
<td>≤ 6%</td>
</tr>
<tr>
<td>Average Speed of Answer (Email)</td>
<td>≤ 60 minutes</td>
</tr>
<tr>
<td>Client Satisfaction</td>
<td>≥ 4 out of 5 (Average)</td>
</tr>
<tr>
<td>Voicemail Acknowledgement</td>
<td>Acknowledged within sixty minutes</td>
</tr>
</tbody>
</table>

Randstad shall not be held responsible for missed SLA attainment due to circumstances outside its control (for example, but not all-inclusive: Client systems outage(s), virus/intrusion attacks on Client network, non-performance by other vendors of Client). Appropriate exemptions will be noted in performance reports.

**Service Level Agreement Definitions**

i. **Average Speed of Answer (Phone)** – Measured from the time the caller reaches the queue to the time the Service Desk answers the call as reported by the ACD system.

ii. **Abandoned Call Rate** – Abandoned calls are calls in which the caller disconnects prior to speaking to the Service Desk. This is measured once the average Speed of Answer threshold has been met. All calls that are disconnected before the Speed of Answer threshold are not counted as Abandoned Calls. The Abandoned Call Rate is calculated by dividing the abandoned calls after the Average Speed of Answer threshold by the total calls offered.
iii. **Average Speed of Answer (Email):** Measured from the time an email message is received within the system until the time an email response/phone call is received by the user.

iv. **Client Satisfaction Average:** The average of all Client surveys will be 4 or better (where 5 is extremely satisfied) on surveys that ask Client end users to rate the services provided by the Service Desk.

v. **Voicemail Acknowledgement:** Measured from the time a voicemail message is received in the Service Desk until the time a phone call is placed to the end user.

**IV. Technology & Facilities** – Randstad will deliver Services utilizing the following systems:

a. Randstad's Automatic Call Distribution (ACD)

b. Client's SCSM Incident Management System
c. Client's SCSM Knowledgebase to deliver the Services defined herein.

i. The Client-specific content within the Knowledgebase that is generated as the direct result of providing the Services described herein will remain the property of Client.

**V. Reports** - Randstad will provide Client with the following performance reports:

<table>
<thead>
<tr>
<th>INTERACTION REPORTING</th>
<th>Reporting Interval (Unit of time used in report)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hourly</td>
</tr>
<tr>
<td>Daily</td>
<td></td>
</tr>
<tr>
<td>Weekly</td>
<td></td>
</tr>
<tr>
<td>Monthly</td>
<td>Interactions$^{1-2}$, ASA, Abandon Rate</td>
</tr>
<tr>
<td>Quarterly</td>
<td>Interactions$^{1-2}$, SLA/SLO/KPIs as agreed in Section III</td>
</tr>
</tbody>
</table>

1. Interactions include incoming calls, e-mails, voicemails, outbound calls, and web chats.
2. Assumes all interactions are delivered through Randstad's telephony platform.
3. Daily reporting is provided for the first 90 days of the engagement to enable both Randstad and the Client to closely monitor performance.

Additional reports may be agreed to by the parties hereto during the course of the delivery of the Services. Typical reports developed outside of those identified above require eight hours of report writer effort.

**INCIDENT REPORTING**

Client is responsible for creating and modifying reports in Client owned/managed Incident Management System. At a minimum reports shall provide information to track and manage SLAs/KPIs as agreed in section III in this document. If any of these reports cannot be made available, management of any affected SLA/KPI shall be exempted until 90 days after such reports can be made available. Additional reports may be recommended by
Randstad will collaborate with Client personnel in defining requirements and parameters for these reports.

VI. Fees for Services.

Internal Technology Support:

Client shall pay Randstad the Monthly Service Fee as detailed below per calendar month commencing on the first day after Transition. The Monthly Service Fee is partially derived from the Workload Volume and Volume Assumptions, and will be for the term of the Schedule unless adjusted in accordance with any changes to the Scope of Work agreed upon by the parties. The initial fee schedule shall be set at the Tier 1 Monthly Service Fee below. Regardless of the monthly Workload Volume, Client will pay the Monthly Service Fee for Tier 1 below. If a new Service Volume Tier is to be applied based upon changes in Workload Volumes, both Client and Randstad will agree to the change in writing prior to the start of the month in which the new Service Volume Tier is to take effect. If monthly interaction volumes are in excess of the pre-defined tier volumes, Service Level Agreements will be met on a best effort basis.

Any Monthly Service Fee changes will be made only with written approval through a Change Order executed by the parties. Randstad shall provide Client with detailed information concerning any proposed adjustment to the Monthly Service Fee at least thirty (30) days prior to the proposed effective date of such adjustment.

<table>
<thead>
<tr>
<th>Interaction Volume Tiers</th>
<th>Monthly Service Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1: up to 1,250 inbound interactions</td>
<td>$19,260</td>
</tr>
<tr>
<td>Tier 2: 1,251 - 1,500 inbound interactions</td>
<td>$21,490</td>
</tr>
<tr>
<td>Tier 3: 1,501 - 1,750 inbound interactions</td>
<td>$23,565</td>
</tr>
</tbody>
</table>

Internal Technology Support along with BConline Support:

If Client adds on Support Services for BConline, Client shall pay Randstad the Monthly Service Fee as detailed below per calendar month commencing on the first day after Transition. The Monthly Service Fee is partially derived from the Workload Volume and Volume Assumptions, and will be for the term of the Schedule unless adjusted in accordance with any changes to the Scope of Work agreed upon by the parties. The initial fee schedule shall be set at the Tier 2 Monthly Service Fee below. Regardless of the monthly Workload Volume, Client will pay the Monthly Service Fee for Tier 2 below. If a new Service Volume Tier is to be applied based upon changes in Workload Volumes, both Client and Randstad will agree to the change in writing prior to the start of the month in which the new Service Volume Tier is to take effect. If monthly interaction volumes are in excess of the pre-defined tier volumes, Service Level Agreements will be met on a best effort basis.

Any Monthly Service Fee changes will be made only with written approval through a Change Order executed by the parties. Randstad shall provide Client with detailed information concerning any proposed adjustment to the Monthly Service Fee at least thirty (30) days prior to the proposed effective date of such adjustment.
### Monthly Inbound Interaction Volumes and Fixed Monthly Fee

<table>
<thead>
<tr>
<th>Month</th>
<th>Jan</th>
<th>Feb, Mar, Apr, May, Jun, Oct,</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Dec</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tier 1: 1,800</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average Monthly</td>
<td>$32,790</td>
<td>$22,405</td>
<td>$31,865</td>
<td>$37,895</td>
<td>$33,975</td>
<td>$29,375</td>
</tr>
<tr>
<td>inbound Interactions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Monthly Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Tier 2: 2,300</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average Monthly</td>
<td>$38,350</td>
<td>$27,960</td>
<td>$37,420</td>
<td>$43,455</td>
<td>$39,530</td>
<td>$34,930</td>
</tr>
<tr>
<td>inbound Interactions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Monthly Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Tier 3: 2,800</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average Monthly</td>
<td>$43,270</td>
<td>$32,880</td>
<td>$44,795</td>
<td>$51,115</td>
<td>$44,450</td>
<td>$39,710</td>
</tr>
<tr>
<td>inbound Interactions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Monthly Fee</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

Monthly inbound interaction volumes will vary in this support model. Assumptions for monthly interaction flows are in the Assumptions section below.

If Client adds Support Services for BCOnline, a Transition Fee will be charged. The Transition Fee is a one-time fee and includes the services of the Transition Director, Delivery Director, Service Delivery Manager and the training of support staff. Travel and expenses related to Transition activities will be pre-approved by Client and billed separately. Transition fees will be billed in the month in which transition activities commence. Training will consist of a total of 2.5 weeks during the Transition timeframe; this training period includes both Randstad-required and Client-specific training. Transition Fees below are representative of the additional BCOnline Support going “live” in January 2014. If “live” Support Services start in a different month, Transition pricing is subject to change up or down depending upon if Temporary Agents are needed for the specific month.

<table>
<thead>
<tr>
<th>Tier</th>
<th>Transition Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tier 1: 1,800 Average Monthly inbound Interactions</strong></td>
<td>$27,720</td>
</tr>
<tr>
<td><strong>Tier 2: 2,300 Average Monthly inbound Interactions</strong></td>
<td>$29,960</td>
</tr>
<tr>
<td><strong>Tier 3: 2,800 Average Monthly inbound Interactions</strong></td>
<td>$32,335</td>
</tr>
</tbody>
</table>

**Special Projects or Add on Services** – Randstad will provide a separate Schedule to support any complex special project or additional service needs that Client may express that are beyond the scope of the Services defined herein. For less complex needs, the following Time and Materials rates apply, and any agreed upon overtime will be billed at one-and-one-half times the Hourly Rate below:

<table>
<thead>
<tr>
<th>Role</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agent</td>
<td>$32.00</td>
</tr>
<tr>
<td>Lead Agent</td>
<td>$36.00</td>
</tr>
<tr>
<td>Service Delivery Manager</td>
<td>$65.00</td>
</tr>
<tr>
<td>Technical Writer / Trainer</td>
<td>$50.00</td>
</tr>
<tr>
<td>---------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Report Developer</td>
<td>$125.00</td>
</tr>
<tr>
<td>Systems Admin (e.g. Remedy)</td>
<td>$125.00</td>
</tr>
</tbody>
</table>

VII. **Client Responsibilities** - Client will:

a. Appoint a primary and backup Client point of contact, with the authority and responsibility to coordinate internal scheduling (e.g. department managers, security personnel, associated contractors, etc.) to expedite incident escalations, and secure timely responses to requests for information as required to meet agreed-upon service levels.

b. Ensure that appropriate personnel are available to review completed Services or deliverables as requested and notified by Randstad.

c. Within a reasonable timeframe, bring to the attention of the Randstad Service Delivery Manager and, if unresolved, to the Randstad Delivery Director, any services issues or discrepancies.

d. Ensure Client personnel are sufficiently dedicated to the engagement so as to make achievement of Randstad's tasks and responsibilities feasible and reasonable within the constraints of the Schedule.

e. Provide documented escalation procedures for incidents that cannot be resolved by the Service Desk. Client will provide resources during Transition to provide knowledge for documentation.

f. Provide Client's documented standard operating procedures at Transition start date. Client will provide resources during Transition to provide knowledge for documentation.

g. In collaboration with Randstad's Transition Director, the Client Primary Point of Contact shall establish and manage the responsibilities and tasks for Client personnel as identified within this Schedule and as agreed upon during Transition planning. If commitments are missed that impact scheduled milestones that have material cost implications, additional fees may apply.

h. Provide an initial training program (two weeks in duration) to the Service Desk personnel with regard to the specifics of the Client environment. This training program will be established between the Randstad Transition Director, Randstad Service Delivery Manager and the Client Primary Point of Contact.

i. Provide ongoing training to the Service Desk personnel on custom configurations/applications, processes, procedures or change management issues. Randstad requires a minimum of four weeks’ notice to schedule training. If training is not provided, all SLAs will be suspended until training has been completed.

j. At the commencement of Transition, provide Client environment-specific knowledgebase content in publish-ready form and, for Client-directed changes to the support environment, provide updates thereto with four weeks’ notice. At a minimum this will include: standard operating procedures, problem/resolution for all supported incident types, and all training materials needed to meet the Service Levels in this Schedule. Client will provide resources during Transition to provide knowledge for documentation.

k. Provide a minimum of four weeks’ advance notice of any projects, roll-outs, upgrades, application changes or environment changes that might impact normal business operations, delivery of Services or the required skill sets of Service Desk personnel.

l. Include Randstad Service Delivery Manager or his/her designee in regular client Change Control meetings.

m. If Services are to be provided onsite at Client’s facility, provide an adequate working environment for on-site technical resources provided by Randstad. “Adequate working environment” includes, but is not limited to: workspace, desk, chair, phone, voicemail, reasonable personal computer, Internet access, office supplies, bathroom facilities, climate controlled environment free from dangerous or hostile conditions, accessibility to sufficient parking, security/ID badge, etc.

n. Provide the Service Desk Incident management system that Randstad's Service Desk team will use to record all Incident data. This system will be the source of all performance reports and Randstad's ability to provide Client reports will be based on the ability of the system to produce such reports.

o. Provide licensing, remote and/or network connectivity and any necessary security access, clearance and required rights, when applicable, to all applications and Client end user systems needed for Randstad to perform Services and related responsibilities, including application troubleshooting, limited to the requirements as agreed by the parties. Costs for equipment and connectivity charges between Randstad and Client site are the responsibility of Client.

p. Provide a toll free telephone line if required, directed to Randstad's local line. Toll charges are the responsibility of Client.

q. Make key individuals available for Randstad-conducted meetings, forums, conference calls, and presentations with respect to the Scope of Work. This includes:
i. Ensure key Client support operation management personnel attend monthly and quarterly review meetings with Randstad.
ii. Ensure Client’s key stakeholder team meet with Randstad’s support management team at least on a quarterly basis.

r. Provide updated and accurate contact information on:
   i. Client key personnel
   ii. Third party vendor lists
   1. Any changes for (i) or (ii) must be communicated in writing to the Service Delivery Manager within 24 hours of change.

s. Supply current Operating Level Agreements (OLAs). If they do not exist, Randstad will work with Client to develop OLAs following the Stabilization Period.

t. Act as a reference for Randstad on the Services provided through this Schedule. Randstad will coordinate and schedule any reference calls with Client with reasonable advance notification.

VIII. Assumptions - The following assumptions apply:

a. Average Monthly Inbound Interactions:
   a. Internal Technology Support: based upon Interaction Volume Tiers in Section VI.
   b. Internal Technology Support plus BC Online Support:

<table>
<thead>
<tr>
<th>Month</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internal</td>
<td>733</td>
<td>1,493</td>
<td>1,200</td>
<td>1,200</td>
<td>1,161</td>
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<td>Total</td>
<td>2,856</td>
<td>2,096</td>
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<td>2,039</td>
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Average Monthly Inbound Interactions for Tier 1 would be the above Tier 2 volumes, minus 500 monthly interactions removed evenly (250 from each Support type) from both Internal Technology Support and BC Online Support.

Average Monthly Inbound Interactions for Tier 3 would be the above Tier 2 volumes, plus 500 monthly interactions added evenly (250 from each Support type) from both Internal Technology Support and BC Online Support.

Based upon the above volumes, Randstad will staff to the following inbound interaction levels:

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<tr>
<th>Month</th>
<th>Jan</th>
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<th>Apr</th>
<th>May</th>
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In months were inbound interaction volumes are more than 10% above the volumes that Randstad is staffing for, Service Levels will be met on a best effort basis.

b. BCOnline Support inbound interactions will be broken out approximately as follows:
   a. Inbound Calls: 56%
b. Call Backs: 6%
c. Web Chats: 31%
d. Emails: 7%

c. Inbound Interaction Process Times (includes inbound and outbound talk/process time, after call documentation and research, and wrap-up): 9 minutes
d. A Stabilization Period will occur. If, as a result of the Stabilization Period, Randstad proposes adjustments to resource levels and/or the Monthly Service Fee, and both parties do not come to a mutual agreement, either party has the right terminate the Agreement, without penalty, with thirty 30 days' written notice.
e. Once Steady State is achieved, unless related to an identifiable project or rollout of a solution by the Client, if actual workload volumes fall within Volume Variance Assumptions for a period of three consecutive months, or technology support requirements change at any time during the Term of the Agreement or the Schedule, Randstad and Client will agree to new contract terms. During the months where actual interaction volumes fall within Volume Variance Assumptions, service levels will be achieved on a best effort basis until Randstad and Client develop mutually acceptable resource levels and/or Service Level Agreements. If both parties do not come to a mutual agreement, either party has the right to terminate the Agreement, without penalty, with thirty 30 days’ written notice.
f. Service Desk support will be provided to English-speaking customers only. Content for the knowledgebase will be provided in ready-to-use form.
g. If Client standard operating procedures for the supported environment are not documented, accurate or current and made available to Randstad at Transition start date, Randstad will provide a Technical Writer at an additional fee as noted above during Transition.
h. Customer satisfaction surveys can be conducted using Client's current email and/or Incident management system (where applicable).
i. In order to minimize service disruption to Client's end user community, Services as described herein will be provided by Client during Transition.
j. Client will provide Randstad resources with access to all applications and clearances required and needed to perform their responsibilities described herein and those later agreed.
k. If reasonable advance notice (generally two to four weeks depending on scope and complexity of change) is not provided by Client of known changes in the Client environment that may impact Services delivery or Workload Volumes, Randstad will perform on a Reasonable Best Effort basis to support the changes, and Service Level Agreements will be suspended until the Service Desk has received sufficient resources and/or training to support the changes without any impact to then-current service levels and Services.
l. Randstad may cite Client as a customer, as well as the general nature of the work performed by Randstad in Randstad's marketing and sales literature and efforts.
m. Randstad's Monthly Service Fee and any other prices provided herein are based on a 36-month Term.

IX. Government Mandated Cost Increases. If after the date of execution of this Schedule Randstad's compliance with any law or the mandatory requirements of any governmental agency shall result in an increase in the labor cost to Randstad of providing the Services (an "Event of Change"), then Randstad shall have the right to immediately increase its fees to compensate for such increased costs and to place Randstad in the same position after any Event of Change as Randstad was in prior to such Event of Change (e.g. a change to minimum wage rates, state unemployment insurance, workers' compensation, mandatory benefits requirements).

X. Cost of Living Adjustments. Annually in conjunction with the anniversary of the commencement date of the Schedule, the Monthly Service Fees then in effect for the Services shall be increased by an amount equal to four (2%) percent.
APPENDIX 1

This Appendix 1 to Schedule No. 2 between Randstad Technologies, LP ("Randstad"), and Broward College ("Client") defines the products to be supported within the Services.

Software:

<table>
<thead>
<tr>
<th>Software</th>
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<tbody>
<tr>
<td>Microsoft applications</td>
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<tr>
<td>Windows Operating Systems</td>
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</table>

Hardware; Infrastructure:

<table>
<thead>
<tr>
<th>Infrastructure</th>
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<tbody>
<tr>
<td>Password Reset</td>
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Executed by the parties as of the date set forth below.

RANDSTAD TECHNOLOGIES, LP

By: ____________________________
Name: ___________________________
Title: ____________________________
Date: ____________________________

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA:

By: ____________________________
Name: ___________________________
Title: ____________________________
Date: ____________________________
This contract for services ("Contract") is entered into as of June 21, 2013 between the District Board of Trustees of Broward College, Florida ("College") Information Technology and Randstad Technologies, L.P. ("Vendor") (collectively, the "Parties"), will be in effect until June 30, 2016 ("Contract").

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of the Department's Contract Originator. Invoices may be submitted via email, facsimile or U.S. mail. It is the policy of the College that payment for all goods and services shall be made in a timely manner. In accordance with Florida Statutes, Section 218.70, Florida Prompt Payment Act, a "Proper" invoice is defined as an invoice that conforms to all statutory requirements and all College requirements as specified in this Contract for invoice submission. The time at which payment shall be due from the College shall be thirty (30) days from receipt of a Proper invoice and acceptance of deliverables, based on compliance with the statutory requirements set forth in Section 218.70 et al., Florida Statutes and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys’ fees for any claim or lawsuit brought alleging infringement of any intellectual property right based on any software, books, articles or any other materials ("Materials") used by Vendor in accordance with this Contract. Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.
4. TERMINATION FOR DEFAULT.

A “material breach” of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College shall issue a Termination for Default Notice. The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor’s breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days’ prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit “A.” The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. RECORDS RETENTION/AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.
8. PUBLIC ENTITY CRIMES/SDN LIST.

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida’s discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC ACCESS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

10. COLLEGE’S TAX EXEMPTION.

The Vendor shall not utilize the College’s tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

11. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College’s credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College’s credit shall also be construed to include the use of “factoring agents” or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

12. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.
13. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

14. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

15. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

16. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

17. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

18. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

19. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of
this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor’s responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor’s employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

20. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor in writing after the adoption of the final College budget for each subsequent fiscal year if funding is not approved for this Contract.

21. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than $________________ in general liability insurance, $________________ in automobile liability insurance, $________________ in professional liability insurance, and all Florida statutory required workers’ compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier’s name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

22. OWNERSHIP.

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or
otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

23. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws.

24. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

25. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

26. IMMIGRATION.

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the pay rate for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.
27. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College’s written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

28. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security. Vendor shall conduct thorough background checks for all of the Vendor’s employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled “IMMIGRATION.” After reviewing the results of the background check, the Vendor shall determine whether the Vendor’s employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor’s assessment of its employees’ or hired workers’ suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the “Contractor Policy Code Acknowledgement Form,” which is attached hereto and incorporated herein as Exhibit “B.”

29. MARKETING.

Vendor may use the College’s name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College’s approval is at its sole discretion; however, such approval will not be unreasonably withheld.
30. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

31. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College’s best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College’s Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

Additional terms and conditions are on Exhibit C, incorporated herein.

FOR VENDOR USE ONLY

Vendor Name (type)  Randlsted Technologies
Authorized Representative Brian Harris
Address  4127 10 Kynleigh Pl. AB
Signature of Vendor
Attested By Name (type)
Signature of Attester

Tax ID No. 58-2126357
Title VP Operations
Telephone 479-725-2880
Date 6-27-13
Date Signed
FOR COLLEGE USE ONLY

Contract Originator - Name: [Signature]
Signer: [Signature]
AVP/Dean Name: [Signature]
Campus President/VP Name: [Signature]
Senior Vice President: [Signature]

IF REQUIRED

College President Name: J. David Armstrong, Jr.
Approved as to Form and Legality
College Attorney Name: [Signature]

Board Chairperson Name: [Signature]

Original Agreement Goes to the Board of Trustees
Copy of Agreement Goes to Originator

Page 9 of 9 Contract for Services SBL 06/21/2013
EXHIBIT “C”
TO CONTRACT FOR SERVICES
Between
The District Board of Trustees of Broward College, Florida and Randstad Technologies, L.P.
Dated June 21, 2013

SPECIAL PROVISIONS

The purpose of this Exhibit “C” is to delineate any and all changes, deletions and/or additions to the Terms and Conditions. In the event of any conflict between this Exhibit “C” and any other provision specified in this Contract, this Exhibit “C” shall take precedence.

<table>
<thead>
<tr>
<th>Section #</th>
<th>Exception</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1</td>
<td>Add the following after the 2nd sentence: &quot;Vendor shall invoice the College on a monthly basis.&quot;</td>
</tr>
<tr>
<td>Section 2</td>
<td>Revise this section to read as follows: &quot;For value received in connection with the outsourcing and/or project-based services provided by Vendor hereunder, the Vendor shall indemnify, defend and hold the College, its officers, directors, board of trustees, agents, assigns, and employees (collectively, the “Indemnitees”) harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees (collectively, “Claims”), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the outsourcing and/or project-based services under this Contract; provided, however, that Vendor shall have no liability to the Indemnitees to the extent that such Claims are caused by (i) Vendor or its employees and agents complying with the instructions or policies provided to Vendor by an Indemnitee with actual or apparent authority to provide such instructions or policies, or (ii) the negligence willful misconduct or unlawful acts of any Indemnitee. The College agrees to notify Vendor of any asserted Claim within 10 days of learning of the Claim. The Vendor will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The College will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; however, the Vendor will have the right to control the settlement or defense of the Claim. The Vendor will not enter into any settlement that imposes any liability or obligation on the College without the College’s prior written consent. The Parties will cooperate in the settlement or defense and give each other full access to all relevant information. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This indemnification clause is subject to the provisions and limitations of Florida Statute Section 768.28, as applicable. This paragraph shall survive the expiration or termination of this Contract.”</td>
</tr>
</tbody>
</table>
| Section 3 | Revise this section to read as follows: "For value received in connection with the outsourcing and/or project-based services provided by Vendor hereunder, the Vendor shall indemnify, defend and hold the Indemnitees harmless from Claims and lawsuits brought alleging infringement of any intellectual property right based on any software, books, articles or any other materials ("Materials") used by Vendor in accordance with this Contract; provided, however, that Vendor shall have no liability to the Indemnitees to the extent that such Claims or lawsuits result from (i) Vendor or its employees and agents complying with the instructions, procedures or specifications provided to Vendor by an Indemnitee with actual or apparent authority to provide such instructions or
policies. (ii) Vendor’s or its employees’ or agents’ use or incorporation of Materials provided by an Indemnitee with actual or apparent authority to provide such Materials, or (iii) an Indemnitee’s modification of the Materials. Vendor warrants that the Materials (except Materials provided by an Indemnitee) are owned by or licensed by the Vendor. The College agrees to notify Vendor of any asserted Claim within 10 days of learning of the Claim. The Vendor will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The College will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; however, the Vendor will have the right to control the settlement or defense of the Claim. The Vendor will not enter into any settlement that imposes any liability or obligation on the College without the College’s prior written consent. The Parties will cooperate in the settlement or defense and give each other full access to all relevant information. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This indemnification clause is subject to the provisions and limitations of Florida Statute Section 768.28, as applicable. This paragraph shall survive the expiration or termination of this Contract.

Section 4
Add the following to the end of this section: “If the College materially fails to fulfill its obligations under this Contract, the Vendor will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The College shall have thirty (30) days to cure the breach. If the College fails to cure the breach within the thirty (30) day period, the Vendor shall issue a Termination for Default Notice. The Vendor may pursue whatever legal and/or equitable remedies it chooses regarding the College’s breach of contract. The College expressly acknowledges that failure to pay a Proper invoice when due constitutes a material breach of this Contract.”

Section 5
Make this section mutual.

Section 11
Add the following to the end of this section: “The foregoing notwithstanding, Vendor shall have the right to assign its accounts receivable to an affiliate of Vendor without prior notice to or consent of the College.”

Section 17
Revise this section to read as follows: “Except as expressly provided in this Contract, Vendor disclaims all other representations and warranties, whether express, implied or statutory, including but not limited to any warranties of quality, performance, merchantability, or fitness of use or purpose. The Vendor warrants that the services will be performed in a workmanlike manner in accordance with the standards of Vendor’s industry.”

Section 19
Revise the first sentence by adding “reasonable” between “the” and “satisfaction”. Delete the fourth sentence in this section.

Section 21
Revise the 3rd sentence to read as follows: “The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than $1,000,000 in general liability insurance, $1,000,000 in automobile liability insurance (which may be waived if services are not being provided that require Vendor personnel to use an automobile to complete their responsibilities on behalf of the College), $1,000,000 in professional liability insurance, and all Florida statutorily required workers’ compensation insurance.” Revise the 4th sentence to read as follows: “The coverage required shall extend to all employees and the requirements shall be flowed down to any subcontracts of the Vendor.” Revise the 6th sentence to read as follows: “The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured on the general liability insurance as required.”

Section 23
Revise the last sentence to read as follows: “The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify, have the right to defend, and hold the College harmless for any Claims resulting from any failure by Vendor to comply with such laws.”

Section 27
Revise the first sentence to read as follows: “The College may at any time and at its
sole discretion for any reason that is not unlawful request that the Vendor replace any
Vendor personnel provided by the Vendor to work on this Contract if the College
believes that it is in the best interest of the College to do so."

Section 28
Revise the fourth sentence to read as follows: "After reviewing the results of the
background check, the Vendor, in compliance with applicable laws, shall determine
whether the Vendor’s employee and/or hired worker meets the necessary criteria for the
position sought to be filled by the College."

Section 32
Add a new Section 32, which should read as follows: "LIMITATIONS ON LIABILITY
EXCEPT TO THE EXTENT RESULTING FROM A PARTY’S GROSS NEGLIGENCE,
WILLFUL MISCONDUCT OR VENDOR’S INDEMNIFICATION OBLIGATION SET
FORTH IN SECTION 3, IN NO EVENT SHALL EITHER PARTY BE LIABLE IN
CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, SPECIAL OR
CONSEQUENTIAL DAMAGES INCLUDING LOSS OF ACTUAL OR ANTICIPATED
PROFIT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS
OPPORTUNITY, LOSS OF REVENUE OR THE USE OF MONEY OR LOSS OF
ANTICIPATED SAVINGS, NO MATTER HOW ARISING, EVEN IF SUCH PARTY HAS
BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANYTHING TO THE
CONTRARY CONTAINED HEREIN NOTWITHSTANDING, VENDOR’S ENTIRE
LIABILITY TO COLLEGE FOR ANY CAUSE OF ACTION UNDER THIS AGREEMENT,
REGARDLESS OF THE FORM AND WHETHER BASED IN CONTRACT, TORT,
NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL IN THE AGGREGATE
BE LIMITED TO THE GREATER OF (i) THE FEES PAID BY THE COLLEGE FOR THE
SPECIFIC SERVICES THAT ARE THE SUBJECT OF THE ALLEGED CLAIM, OR (ii)
$100,000."

DISTRICT BOARD OF TRUSTEES
OF BROWARD COLLEGE, FLORIDA

By:  

Title:  Vice President
        for Information Technology

Date:  June 25, 2013

RANDSTAD TECHNOLOGIES, LP

By:  

Title:  VP Operations Solutions

Date:  6.27.13

APPROVED AS TO FORM AND LEGALITY:

GREGORY A. HAILE