

**Council Meeting: December 4, 2012****SUBJECT: Modify an Existing Contract for Temporary Agency Services for the Information Technology Department (F13-29)****BACKGROUND**

Approval is requested to modify an existing contract with Robert Half Technology of San Jose to provide temporary staffing agency services for the Information Technology Department (ITD) by extending the current contract through June 30, 2013 and increasing the not-to-exceed value from \$40,400 to \$144,612.

**DISCUSSION**

The Information Technology Department currently has several major projects underway, including the payroll system upgrade, the transition to Google email and citywide computer replacements. Concurrently, the recent departure of three programmers has required ITD to shift workloads from the helpdesk and desktop computer support to free existing Infrastructure Division staff to keep the projects on track. One permanent programmer has been hired, but two programmer positions remained unfilled and are currently under recruitment.

In order to maintain business continuity and ensure minimal impacts to service levels, it was necessary to hire two temporary employees on a short-term basis (a programmer and a helpdesk support person). A third temporary employee is now required to backfill desktop support while the citywide computer replacement project is underway. Once all of the new computers are deployed, this third temporary employee will be released.

The City's two temporary staffing agencies, AppleOne Employment Services and Coast Personnel Services, were unable to provide employees with the requisite level of technical expertise, so ITD staff contacted Robert Half Technology due to their specialization in IT professionals. A short-term contract was awarded to Robert Half under the City Manager's award authority. That contract is scheduled to expire on December 31, 2012. A contract extension is recommended through June 30, 2013 while the recruitment process for the two programmers is completed.

The recommended contract extension will ensure that an appropriate level of overlap/training can occur during the transition from temporary to permanent programming staff. If permanent programmers can be hired and transitioned prior to June 30, 2013, and as workloads are appropriately re-balanced, the temporary programmer assignment will end accordingly.

**FISCAL IMPACT**

The total value of the Robert Half Technology blanket purchase order will increase from \$40,400 to \$144,612 for the three positions. Budgeted funds are available in Information Technology operating programs 746 (Software Application Services and Support) and 747 (IT Infrastructure Services and Support).

**PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

**RECOMMENDATION**

It is recommended that Council approve a modification to the existing Blanket Purchase Order with Robert Half Technology, in substantially the same form as the attached draft Change Order, by increasing the not-to-exceed value from \$40,400 to \$144,612.

Reviewed by:

Grace K. Leung, Director of Finance  
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:

David Jensen  
Director of Information Technology

Reviewed by:

Teri Silva  
Director of Human Resources

Approved by:

Gary M. Luebbbers  
City Manager

**Attachments**

A. Draft Change Order to Blanket Purchase Order



<b>ORDERED FROM</b> 18787 - 001  Robert Half Technology 10 Almaden Blvd Ste 900 San Jose, CA 95113  (408) 271-9063	<b>ORDER DATE</b> 	<b>BILL TO:</b>  City of Sunnyvale Finance Department Accounts Payable PO Box 3707 Sunnyvale, CA 94088-3707
	<b>EFFECTIVE DATE</b> 9/20/2012	
	<b>EXPIRATION DATE</b> 6/30/2013	
	<b>CONTRACT AMOUNT</b> \$144,612.00	
<b>REQUISITIONING DEPARTMENT</b> (3502) HRD/Recruitment & Selection	<b>FOB</b>	<b>FREIGHT CHARGES</b>
	<b>PAYMENT TERMS</b> N/30	<b>BID NO</b>

ITEM	DESCRIPTION	UNIT	UNIT COST
1	Provide a contract employee for the City of Sunnyvale Information Technology Department per RHI Customer Agreement dated 9/20/2012, which is attached and incorporated herein by this reference.  Rate shall be \$85.00 per hour.  Requisition Number: RQ010265  Change Order #1: Increase contract amount by \$20,000.00, extend to 12/31/2012 and add Statement of Work dated 10/5/2012, which is attached and incorporated herein by this reference.  Requisition Number: RQ010333  Change Order #2: Increase contract amount to \$144,612.00 and extend to 6/30/2013. Approved by City Council 12/4/2012, RTC _____. Requisition Number: RQ010495	DLR	\$1.0000

AUTHORIZED DEPARTMENT(S)		
NO	DEPT NAME	RELEASE AMT
3502	HRD/Recruitment & Selection	\$144,612.00
4501	ITD/Information Technology Services	\$144,612.00



**DOCUMENT TERMS**

Invoices must be sent directly to Accounts Payable by mail to the address above or by e-mail to [accountspayable@ci.sunnyvale.ca.us](mailto:accountspayable@ci.sunnyvale.ca.us) and must reference the purchase order number. Failure to comply will result in a delay in payment processing.

**BUYER:**

Howard, Dreama

**PHONE** (408) 730-7396

**FAX** (408) 730-7710

TIME RECEIVED

September 20, 2012 12:05:11 PM PDT

REMOTE CSID

DURATION

118

PAGES

4

STATUS

Received

AUG. 28. 2012 1:01PM

NO. 816

P. 1

**RHI Customer Agreement for Services for Robert Half Technology  
(with Statement(s) of Work)**

This RHI Customer Agreement for Services for Robert Half Technology (with Statement(s) of Work) (the "Agreement") governs transactions by which you retain the Services of Robert Half International Inc., doing business through the Division ("RHI"), to assist City of Sunnyvale ("you" or "your") in meeting its staffing needs.

**Part 1 - General**

**1.1 Definitions**

"Assigned Individual" means the individual assigned to you by RHI.

"Branch" means the RHI branch located at the address identified on page 3 of this Agreement.

"Division" means the Robert Half Technology division of RHI.

"Services" means the provision of services by the Assigned Individual to you.

**1.2 Agreement Structure**

All Services provided under this Agreement shall be memorialized in a statement of work substantially in the form attached hereto as Exhibit A, which, when fully executed by both parties, shall be incorporated into and made a part of this Agreement as though fully set forth herein (each a "Statement of Work"). Each Statement of Work will include, among other things, a description of the Services, fees for Services and the name of your supervisor. In order to initiate Services, the parties will execute a Statement of Work. Once RHI agrees to provide the requested Services, RHI will send you a job arrangement letter confirming each Assigned Individual's name, bill rate and overtime rate ("Job Arrangement Letters"). The terms in the Job Arrangement Letters are also part of this Agreement.

You accept the terms in a Job Arrangement Letter by your approval of the Assigned Individual's weekly timesheet or electronic time record. Services become subject to this Agreement when a) the parties sign a Statement of Work for the Services or b) RHI accepts your order by 1) sending you a job arrangement letter, or 2) providing the Services.

In the event there is a conflict among the terms in the various documents, the order of precedence shall be: (1) the body of this Agreement; (2) the Statement of Work; and (3) the Job Arrangement Letter.

**1.3 Charges and Payment**

Assigned Individuals will present a time sheet or an electronic time record to you or your representative for verification and approval at the end of each week. RHI will bill you weekly for the total hours worked. RHI's invoices are due upon receipt, including applicable sales and services taxes, all of which are payable by you. If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary.

**1.4 Changes to the Agreement Terms**

For a change to be valid, both parties must sign it. Additional or different terms in any written communication from you (such as a purchase order) are void.

**1.5 General Principles of Our Relationship**

- a. RHI will be responsible for any workers' compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for its employees.
- b. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

**1.6 Agreement Term**

This Agreement will continue for a period of three months, unless mutually extended or terminated earlier. Either party may terminate this Agreement on thirty days' written notice to the other.

Either party may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

**1.7 Warranties**

RHI guarantees your satisfaction with the Services of the Assigned Individual by extending to you a three-day (24 hours) guarantee period. If, for any reason, the Assigned Individual does not perform satisfactorily, RHI will not charge for the first twenty-four hours worked, provided that you allow RHI to replace the Assigned Individual. Notwithstanding any language to the contrary contained in this Agreement or a Statement of Work with regard to fixed-prices, deliverables, acceptance of deliverables or milestones, RHI is compensated on an hourly basis only. RHI is a temporary staffing firm and is not in the business of providing project-based services or deliverables.

EXCEPT AS SET FORTH IN THIS SECTION 1.8, RHI MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

**Part 2 - Services**

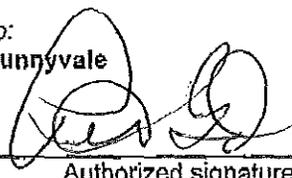
- 2.1 RHI usually checks references only by asking specific questions to select past employers with regard to skills and work history before RHI places an individual on his or her first assignment. RHI has not engaged in any verification process other than this initial reference check (e.g., RHI has not screened for drug use, administered a medical exam or conducted a criminal background or credit check.). The City will perform all necessary background checks, including but not limited to, DOJ clearance.
- 2.2 You agree that you are responsible for supervising the Assigned Individuals. You will not permit or require an Assigned Individual (i) to perform Services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to make any management decisions; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vi) to operate machinery (other than office machines) or automotive equipment or (vii) to perform Services remotely (e.g., on premises other than your or your customer's premises), or to use computers, software or network equipment owned or licensed by the Assigned Individual.
- 2.3 You agree that you will provide safe working conditions. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, you will notify RHI immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if RHI is legally required to initiate E-Verify verification procedures for any Assigned Individual.
- 2.5 You agree that you are responsible for implementing and maintaining usual, customary and appropriate internal procedures and controls (including accounting, information technology, proprietary information, creative designs and trade secret safeguards) for your company. You agree that you are fully responsible for, and that RHI will not be responsible for, any injuries, claims, damages or losses that may result from your failure to comply with the foregoing, unless due to RHI or it's employees sole negligence or willful misconduct.
- 2.6 Assigned Individuals will execute any confidentiality agreement that you may require. You are responsible for obtaining the Assigned Individual's signature. You agree to hold in confidence the identity of any Assigned Individual and the Assigned Individual's resume, social security number and other legally protected personal information, and you agree to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

This Agreement is only applicable to, and the only RHI division and branch obligated under this Agreement are, the Division of the Branch. This Agreement, its Statements of Work and its Job Arrangement Letter(s) are the complete agreement regarding these transactions, and replace any prior oral or written communications between the Branch and you regarding these transactions.

By signing below, both parties agree to the terms of this Agreement. Once signed, 1) any reproduction of this Agreement, its Statements of Work, or Job Arrangement Letters made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Services ordered under this Agreement are subject to it.

Agreed to:  
City of Sunnyvale

By \_\_\_\_\_



Authorized signature

Name (type or print):

Date: September 20, 2012

Address:

Agreed to:  
Robert Half International Inc.

By \_\_\_\_\_



Authorized signature

Name (type or print): Susan Cheele

Date: September 20, 2012

Address: Ten Almaden Blvd.; Suite #900  
San Jose, CA 95113

## Exhibit A

**STATEMENT OF WORK FOR RHI CUSTOMER AGREEMENT****DATED SEPTEMBER 20, 2012**

This is a Statement of Work referred to in the RHI Customer Agreement for Services for Robert Half Technology (with Statement(s) of Work) (the "Agreement") dated September 20, 2012, 2012, by and between City of Sunnyvale ("you", "your" or "Client") and Robert Half International Inc. ("RHI"), which Agreement is incorporated into and made a part of this Statement of Work. This Statement of Work shall be effective as of the last date listed below after it is signed by both parties. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

**Description of Services:** The Services of Robert Kirchgessner at \$85.00 per hour and to the extent applicable overtime will be paid at 1.5 multiplied by the hourly bill rate.

**Services Start Date:** September 20, 2012

**Estimated Timetable:** Assignment is estimated to last 6 weeks

**Job Skills:**

Windows Server/Administration

Unix OS/Administration

Unix Korn Shell Scripting

COBOL Programming

Oracle db Administration

OAS

SQL Server db Administration (secondary)

At least four years of experience in database development using Oracle (and SQL Server), including stored procedures and user functions in T-SQL or PL/SQL, using tools such as SQL Server Management studio or SQL\*Plus (SQL Server is less relevant but desirable)

A background in supporting/maintaining a Finance System and/or Payroll system and HRIS.

Reporting tools, e.g.

Crystal Reports/Crystal Enterprise/Business Objects

Discoverer

SQL Server Reporting Services (SSRS) (secondary)

Redwood Software Report2Web (optional):

**Client Supervisor:**Eddie Soliven *Klaus Daeher*

Information Technology Manager

City of Sunnyvale, CA

408 730-7557<sup>7554</sup> phone**RHI Account Representative:****Thuan Lee**

Ten Almaden Blvd.; Suite #900

San Jose, CA 95113

408-271-9063 phone

**RHI Assigned Individual:**

Name:

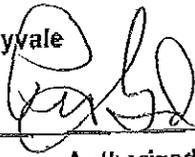
Job Order:

Bill Rate:

**Termination:** Either party may terminate this Statement of Work by giving written notice to the other party.  
The parties hereby concur to this Statement of Work.

Agreed to:

City of Sunnyvale



By \_\_\_\_\_

Authorized signature

Name (type or print):

Date:

9/20/12

Agreed to:

Robert Half International Inc.



By \_\_\_\_\_

Authorized signature

Name (type or print): Khang Nguyen, Regional  
Vice President

Date: September 20, 2012

Susan Cheedle  
Senior District President



# Robert Half Technology

Information Technology Professionals

10 Almaden Blvd., Ste. 900  
San Jose, CA 95113  
Phone: 408-271-9063  
Fax: 408-271-9487

## Description of Services

### Name of Worker

Linda Montgomery

### Name of Client Supervisor of Worker(s)

Eddie Soliven

### Description of position(s) to be filled and other information (if applicable)

- o Help Desk Support
- o Desktop Support
- o Hardware refresh
- o Software updates

### Assignment Dates:

Commencement Date: 10/8/2012

Expiration Date: 12/31/2012

Optional Duration of: twelve (12) weeks.

### Hourly Rates

\$41.00

### Estimated Value

\$20,000.00

### Location and Hours

Location where services are to be performed: 650 W Olive Ave., Sunnyvale, CA 94086

Hours during which services are to be performed: 8:00AM – 5:00PM: Mon-Fri

### Other relevant information

This Work Order Number shall be governed by the Service Agreement between Robert Half International and City of Sunnyvale dated <sup>September 20, 2012</sup> October 8, 2012

City of Sunnyvale

X

Signature

Name

PETE GOMBA

Title

PURCHASING OFFICER

Date

10/5/12

Robert Half International

X

Signature

Name

PETE KRESPIAK

Title

DIVISION DIRECTOR

Date

10/5/2012