

**REQUEST FOR
PROPOSAL**

IT Contract Professional Services

Submitted to: The City of Charlotte

July 29, 2015

COVER LETTER

July 28, 2015

Philip Keller
Management and Financial Services
Procurement Management Division
pkeller@charlottenc.gov

9th Floor, CMGC 600 East Fourth Street,
Charlotte, North Carolina 28202

Dear Mr. Keller:

We are aware of the City's (hereinafter "the City") need for service providers capable of supplying supplementary IT contract professional services to fulfill varied IT functions. Since 1987, Modis has successfully placed qualified, vetted IT candidates with clients throughout North America and Europe. Just last year, nearly 2,000 clients nationally, inclusive of 40+ clients in the Greater Charlotte Area, engaged Modis as their trusted workforce partner. We are pleased to present our response to the City's RFP for IT Contract Professional Services.

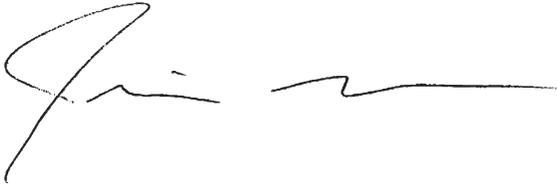
Modis is a leading provider of information technology staffing services that connects companies across all industries to top IT professionals. We are passionate about the people who comprise our business, and we invest heavily in our processes to ensure exceptional connections. From one-on-one meetings with hiring managers for exact understanding of resource needs to candidate conversations regarding their career goals, Modis expertly matches client needs with candidate skill levels and interests. Service checkpoints throughout our operating procedure assure consistent communication with both client representatives and our contractors on assignment. We adapt our dynamic recruitment model in response to market shifts so we may swiftly deliver effective staffing services to our clients.

With more than 2.5 million active candidates ready to work and more than 60 locations throughout North America, we continue filling contract, contract-to-hire and direct-hire positions on a daily basis. Our cost-competitive pricing model applies to every engagement whether the resource need is general or niche. Numerous long-standing relationships with clients and candidates reflect our proven service processes and experience.



We represent that the information contained in our response is accurate and that I, Justin Meharg, am authorized to sign on behalf of Modis. We look forward to growing a strategic partnership with the City. If you have any questions, please contact me by phone at 980.233.6372 or via email at justin.meharg@modis.com.

Sincerely,



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Managing Director – Modis Charlotte

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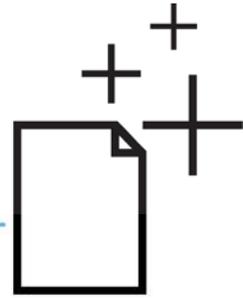


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EXECUTIVE SUMMARY

The Service Provider shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of this Proposal, which make it superior or unique in addressing the needs of the City.

Modis' success to date has come from our ability to quickly respond to the ever changing needs of our clients and the changes inherent to their industries – processes that we will also apply to the City's program to build a best-in-class solution. Our goal is to deliver human resource solutions that will meet your current needs, while working in partnership to respond to additional challenges in order to enhance process efficiencies and increase productivity.

Today, we serve 2,000 clients, many of which are industry leaders in their own space and for which we provide solutions that differentiate us from the competition. We service governmental entities across the country, including: **California** – City of Palo Alto, City of Encinitas, County of Los Angeles, County of San Bernardino, and County of San Joaquin; **Colorado** – Douglas County Government; **Florida** - Leon County, Nassau County Tax Collector, and Brevard County Clerk of Courts; **Georgia** – Gwinnett County Government; **Michigan** – Oakland County; **Missouri** – City of Kansas City; **New York** – City of Salisbury; **North Carolina** – Mecklenburg County; **Pennsylvania** – City of Philadelphia; **Virginia** – City of Richmond; and **Washington DC** – City of Georgetown.

In the following document, we have provided our solution designed specifically for the City, based upon our understanding of your organization's current needs. Additionally, our proposal describes our qualifications and services in detail.

Identification of the Proposed Project Team & Responsibilities

Our typical, proven account team deployed for most local accounts consists of a Modis account manager (internally referred to as a business development manager), Modis recruiting staff from our local office, and the branch's managing director, all overseen by a senior executive in the region. The account manager and the recruiters report to the managing director.

Once we have a better understanding of the City's needs and a contract is in place, we will assign a business development manager to serve as the single point of contact for the City. This individual will serve as your dedicated contact and will oversee the entire delivery process –coordinating with the delivery team on timelines and ensuring that all deadlines are met. They will communicate with local recruiting staff and national recruiting resources, as necessary, to guarantee exceptional connections between the client and the candidates presented. The business development manager and our team of 12 recruiters in our Charlotte branch report directly to Justin Meharg, Managing Director. Justin oversees the account managers, recruiting staff, office staff and other employees in the branch and ensures the overall success of each client relationship within his market. In the interim, Justin will serve as the City's point of contact at our company.





Summary of the Proposed Services

With Modis' IT staffing services and solutions, the City will realize benefits that differentiate our program from those of our competitors. Through our mature operating protocol, the Modis Operating Procedure (MOP), we guarantee that the City and our contractors will receive consistent, superlative service. The MOP delivers a common framework that all Modis branches use to provide our clients with uniform levels of excellence. It enables our account teams dedicated to major clients to leverage the combined assets of our extensive recruiting network and COSMOS database to manage all account activity. The MOP establishes a series of service checkpoints and follow-ups for each account and individual resource, while ensuring management involvement and built-in reporting processes.

As part of the MOP, our pipeline recruiting process and comprehensive screening methods ensure that our clients are provided with the right talent quickly. Modis' dedicated, expert recruitment team can source candidates using our branch network and candidate database and qualify through Behavioral Interviewing. This thorough process sets Modis apart from competitors that typically rely on less-detailed interviewing methods. Once we have filled your open positions, our standardized processes enable us to efficiently monitor quality, and our guarantees are designed to ensure your satisfaction. For services provided to CCPA agencies outside of the Charlotte area, the MOP ensures seamless solutions in accordance with company best practices.

Differentiators

At Modis we use our insight, knowledge and global resources to make exceptional connections. With over 60 offices throughout North America that service companies across every industry, Modis has the reach and experience needed to meet your business objectives and exceed your expectations. Listed below are a few of the many advantages discussed throughout our response.

- Customized Account Management
- Financially Stable and Risk-Averse Company
- Tremendous Geographic Reach
- Adept at Attracting and Retaining Staff
- Proven Customized Recruiting and Screening
- Client-focused Customer Service
- Process-driven Organization





PROPOSED SOLUTION

Given the purpose of this project and the City's goals as stated in this RFP, provide a creative solution to meet such goals. For each component of the Project described in Section 3, state whether your Proposed Solution complies and provide a description of how the Proposed Solution complies as well as any additional information requested. If you wish to add supplemental information, it shall be labeled "Supplemental Information."

3.1. General Scope

The City of Charlotte is seeking Service Providers capable of supplying experienced, qualified, and professional IT Contractors to fulfill the City's varied IT functions when supplementation of full time City staff is necessary.

Contractors provided by the Service Provider will support various IT initiatives across the City to different Departments and Divisions. Following Contract award and at the commencement of each assignment ("Supplement Agreement"), the Service Provider will be provided with a detailed scope of work that contains measurable goals and objectives for the Contractor.

While the City is flexible with respect to certain elements of its proposed relationship with the Service Provider, the City does have certain preferences and has developed the following model.

Modis has read and fully understands item 3.1, as detailed above. We confirm that our proposed solution complies with the City's requirements. Modis is uniquely positioned to provide the requested services, as we have provided similar services as those requested by the City to an annual average of 2,000 clients since 1986. In fact, we place more than 9,000 consultants annually in 150 job categories that encompass several hundred specific IT skillsets. It is our goal to provide custom solutions to each and every client, tailored to meet their requirements.

3.2. Charlotte Cooperative Purchasing Alliance

Pursuant to N.C. G.S. 160A-461 and 143-129(e)(3), the City of Charlotte Procurement Management Division has established the Charlotte Cooperative Purchasing Alliance (CCPA). The purpose of the CCPA is to allow other public agencies regionally and nationwide to use contracts competitively solicited and awarded by the City. Combining the volumes of government agencies achieves cost effective pricing and reduces the administrative and overhead costs of suppliers and public agencies alike. By providing a comprehensive and competitively solicited Contract through a single RFP process, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), state, other government agency or nonprofit organization can utilize the subsequent contract(s) without the need for further solicitation. Service Providers should consider the potential volumes when responding to this RFP. Participation by other entities is strictly voluntary and no volumes are





guaranteed. Participating Public Agencies (PPA's) must register with the CCPA at: www.charlottealliance.org.

The objective of this RFP is to utilize participation among the City, as well as various other Public Agencies, to provide low cost reliable Services. The Service Provider must agree to receive orders from the City and all Participating Public Agencies and to provide all Services ordered to a specified City and Participating Public Agency address.

Modis has read and fully understands item 3.2, as detailed above. We confirm that our proposed solution complies with the City's requirements. We will provide seamless services to CCPA members through the use of an account playbook, outlining all aspects of supporting the account, and company best practices/processes that will be used at each of our 60+ branches throughout North America. Once the City's dedicated point of contact is notified of a need outside of the Charlotte area, they will coordinate with Modis' nearest branch to deliver services in accordance with company best practices and the Modis Operating Procedure. Each location will be assigned a local dedicated point of contact at Modis and will be serviced by the respective Modis account management team in the area.

3.3. Job Categories

Listed below are the categories of technical proficiency and the levels of experience/expertise for each category. These positions and the requirements are not all inclusive, but are meant to be representative of typical IT Contract Professional Services.

Modis has read and fully understands item 3.3 and its subsequent sections. We confirm that our proposed solution complies with the City's requirements. As mentioned, we place more than 9,000 consultants annually in 150 job categories that encompass several hundred specific IT skillsets and quite frequently fill the typical positions that you require.

3.4. Personnel Selection Process.

The Personnel Selection Process includes several steps, which are explained below, with more process details and training to be provided after Contract execution.

3.4.1. Request for Resumes Notification.

The City shall send a Request for Resumes Notification, similar to the sample form provided in Section 7, Exhibit B (the "Request for Resumes Notification"), regarding the position/classification for which Contractors are required, via e-mail, to the Service Provider's Point of Contact. Additional details provided in the Request for Resume shall include, but may not be limited to, the following:

- *City Contact information;*
- *Response Date and Time;*
- *Reason for Assignment;*
- *Assignment Information;*





- *Assignment Category;*
- *Job Title;*
- *Assignment Start/End Dates;*
- *Total Hours;*
- *Lunch Period;*
- *Dress Code;*
- *Physical Assignment Location; and*
- *Parking Information.*
- *Assignment Type (Infrastructure or Applications)*
- *Assignment Requirements;*
- *Required Skills; and*
- *Other Special Assignment Instructions.*

3.4.2. Service Provider Resume Response.

The Service Provider will respond within two (2) business days, via email, to the City Point of Contact specified on the Request for Resumes Notification, detailing the information regarding the applicant(s) the Company has available to fill the position, to include the following:

- *Cover Sheet to including but not limited to the following, and:*
 - *Applicant's Name;*
 - *Hourly Pay Rate and Hourly Billing Rate;*
 - *Start Date Availability;*
 - *Duration of Availability - if limitation exists;*
 - *Previous work history with the City/County;*
 - *Verification of skill levels;*
 - *Verification of driving requirements if applicable; and*
 - *Applicant's Skills Assessment Results.*
- *Applicant's Resume.*

Candidates must be live within a 100 mile radius of Charlotte unless otherwise approved in writing by the City's Point of Contact. Candidates' resumes received from the Service Provider may be verified by the City for their accuracy. Only qualified candidates shall be submitted to the City for review.

Modis has read and fully understands the City's Request for Resumes process as detailed above in item 3.4 and subsections 3.4.1 – 3.4.2. We confirm that our proposed solution complies with the City's requirements.

Recruiting

After reviewing the job requisition, our Charlotte Recruitment Team will use a combination of recruiting strategies, including networking, technology, the Internet, referrals and identification of passive candidates to locate the best talent in the market. Some of those sources include:

- Associate referrals and referral campaigns





- Client referrals
- Passive recruiting/cold calling
- Mobile Recruiting & Social Media (LinkedIn, Twitter, Facebook, Google+ and other applicable social media platforms)
- Internet postings
- Job fairs and open houses
- Outplacement services
- College career centers
- Networking through professional organizations, including bilingual and minority organizations
- Community resources
- Source recruiting
- State job services

Per the City's request, we will present the requested information for each viable candidate within two (2) business days. We are aware that candidates must live within a 100 mile radius of Charlotte and will leverage our team's 50+ years of combined local market experience, as well as, our pool of local candidates to meet this requirement.

Pipeline Recruiting

To make exceptional connections between our candidates and clients, we frequently evaluate and improve our processes based on current market trends. Modis has recently enhanced its pipeline recruiting model that streamlines sourcing efforts and enables us to pinpoint the most requested, in-demand skill sets in each of our markets. Once each market has identified their top skill sets, our recruiters are assigned to source for specific skills and become industry experts in these fields. We have found that recruiters who become industry experts in specific skills are better able to tailor their sourcing efforts into a more concentrated pool of qualified candidates. Our recruiters then pipeline the top 20 percent of candidates into a database separated into three levels of experience: junior, intermediate and senior. Having multiple levels of experience in our candidate pool allows us to present a robust database of prescreened candidates who are ready to connect with client opportunities. On average, Modis has experienced a 50% increase in productivity using this model, and we are pleased to pass this efficiency along to our clients.

3.4.3. City Resume Assessment

The Department or Division may require, at its discretion, the following additional activities to be completed prior to making a decision and completing a Supplement Agreement to begin the assignment:

- ***Additional skills assessments***
- ***Telephone or onsite interviews***
- ***Work Samples***
- ***Language Proficiency***
- ***Produce applicable licenses and certifications***





Modis has read and fully understands subsection 3.4.3 above. We agree to complete the outlined activities prior to your decision being made and completing a Supplement Agreement, as requested.

Screening

As part of our standard process and prior to submitting candidates for consideration, Modis conducts pre-screen interviews with all candidates. During this conversation, the interviewer assesses the candidate's technical skills and aptitudes as they relate to the position requirements. Additionally, the recruiter determines the candidate's motivation for pursuing a new position, financial expectations and geographic limitations, as well as language proficiency and non-technical skills.

The in-person screening interview covers past and current positions, expectations and preferences. This interview specifically addresses client and project needs, both technical and soft or personality requirements. Probing questions seek detail and reveal the true depth of the candidate's skill level. The candidate must also demonstrate a commitment to take the engagement if it is offered as well as a commitment to stay on the engagement for the duration of the contract.

To determine a candidate's previous job performance, Modis checks a minimum of two (2) previous or current professional references for each contractor. These references must reveal positive remarks regarding technical skills, work habits, attendance and interpersonal skills. Since we respect an individual's need for confidentiality in securing new employment, we may rely on previous employment references rather than the current employer. At the client's request, candidate references are submitted to the client along with the resume and profile sheet. Modis' entire process is thoroughly documented at every branch location.

When required, candidates may also go through a technical assessment. Depending on the required skill sets, this may involve a current Modis contractor, who is considered an expert in the required skillset, performing a technical phone screen of the candidate to validate the candidate's technical skills. Should the skill set required for the position fall outside of the expertise of any current Modis contractors, the candidate will be vetted via IBM Kenexa Prove IT! web-based technical screening.

3.4.4. Contractor Services Supplement Agreement.

Upon selection of an applicant for a position, the City will forward the Company a Supplement Agreement detailing the job description, hourly rate, and term of the assignment, for signature ("Supplement"). Upon receipt of a signed Supplement Agreement from the Company, the City will develop and execute a Purchase Order ("PO") for the Supplement Agreement. The PO number will be provided to the Company, and the Company shall include the PO number on all of its invoices related to the same Supplement Agreement. A sample copy of the Supplement Agreement is attached in Section 7, Exhibit C.

Modis has read and fully understands subsection 3.4.4 above and has reviewed the sample copy attached in Section 7, Exhibit C. We agree to promptly sign and return each Supplement Agreement and will include the Purchase Order number provided on all of our invoices related to the same Agreement.





3.4.5. Contractor Services Supplement Amendment.

On occasion, the City may need to make various modifications to an existing Supplement Agreement, including, but not limited to extending an assignment end date, changing the hourly rate, changing the job description, etc. In these types of cases, the City will forward the Company a Supplement Amendment detailing any/all necessary changes to the existing Supplement Agreement, for its signature. Upon receipt of a signed Supplement Amendment, the City will either revise the PO accordingly, or issue a new PO as needed, depending on the changes included in the Supplement Amendment. A sample copy of the Supplement Amendment is attached in Section 7, Exhibit D.

Modis has read and fully understands subsection 3.4.5 above and has reviewed the sample copy attached in Section 7, Exhibit D. We agree to promptly review, sign and return each Supplement Amendment and will utilize the revised Purchase Order number provided.

3.5. City's Current Applications

The City of Charlotte is currently utilizing some of the following applications. This partial list is subject to change without notice and at the City's discretion.

- *Microsoft Products & others:*
- *Office 2010 and higher*
- *Project Server 2013, Microsoft Professional 2013 and 2010*
- *Exchange 2010 and higher*
- *Visio 2010 and 2013*
- *Visual Studio .NET*
- *SharePoint 2010 and 2013*
- *MS Reporting Services*
- *Business Intelligence Applications (Crystal Reports, COGNOS, WebFocus)*
- *BizTalk 2010 and higher*
- *PeopleSoft HRMS*
- *Tyler MUNIS ERP*
- *Hansen Banner Customer Information System*
- *KRONOS Time Management*
- *ESRI ArcGIS, including Server and SDE (both MS SQL and Oracle), Engine, Mobile and Image Server.*
- *ArcMap, including Spatial Analyst, Network and other extensions*
- *Adobe Creative Suite*
- *Cityworks (Azteca)*
- *Expression Suite 4.0*
- *SQL Server*
- *Oracle*
- *WebLogic*
- *Apache*
- *Other proprietary applications*





Modis had reviewed the City's Current Applications list as outlined in item 3.5 and will present candidates that are adept at using these applications, as applicable per position. With branches in 60+ markets throughout North America and additional offices in Europe, our proprietary database contains the profiles of over 2.5 million IT candidates—many of which are proficient in one or several of the applications listed. In the Charlotte market, our team has placed local contractors with proficiency in all of the applications listed.

3.6. Pricing

The City expects to establish a long-term relationship with its IT Contract Professional Services Service Provider in order to permit costs and fees to be distributed properly over a sufficient time period. For purposes of this RFP and the Service Provider's Proposal, assume an initial term of three (3) years, with the City having an option to renew for two (2) additional consecutive one (1) year terms thereafter. Regardless of exceptions taken, Service Providers shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all inclusive and cover every aspect of the Project. A pricing worksheet is provided in Section 6, Form 4 to assist you.

Modis has read and fully understands the City's request for all-inclusive pricing based on the requirements and terms set forth in the RFP for the outlined time period. We confirm that our proposed solution complies with the City's requirements and have provided our pricing in Section 6, Form 4 for your review.

3.7. Administrative Fees

The Service Provider(s) shall pay the City a minimum of one (1) percent quarterly administrative fee based on overall CCPA Program spend by the City and Participating Public Agencies during the term of the contract and will include a report as mutually agreed to by the parties outlining the CCPA spend. The Administrative Fee shall be paid no later than 30 days after the end of each calendar quarter during the term of the contract. It is the responsibility of the Service Provider to set the Administrative Fee on Section 6, Form 4.

Modis has read and fully understands item 3.7 above. We agree to pay the City an administrative fee of one (1) percent minimum quarterly based on overall CCPA Program spend during the term of the contract. In addition, we will provide a report that outlines CCPA spend, as requested. Modis shall pay the amount no later than 30 days after the ends of each calendar quarter during the term of the contract.

3.8. Customer Service

The City is very focused on Customer Service and strives to provide all customers with quality services in a manner that is courteous, responsive, accessible, and seamless. The Services shall be delivered with patience, understanding, good will, and without regard to the Service





Provider's convenience. The selected Service Provider will be expected to use these guidelines in providing Services:

- ***Accessible, courteous, responsive and seamless customer service is of highest priority for the City.***
- ***Accessible service means that citizens have easy access to the organization.***
- ***Seamless customer service means that a customer gets good service no matter who is responsible.***
- ***Responsible customer service means that our employees know what they are doing; that information they give is accurate; that they have a good understanding of how to get problems and decisions made; that they are trained and evaluated for the jobs they are doing.***
- ***Customer Service goals must be measurable and regularly evaluated.***
- ***Continuous improvements in customer service must be made in order to make City services accessible, responsive and as seamless as possible.***

Modis has read and fully understands item 3.8 above. We confirm that our solution complies with the City's requirements. Our success depends upon customer satisfaction and our goal is to provide the best possible resources and services, at the best price, in an efficient manner. Modis continuously strives to meet or exceed the expectations of our clients through continuous improvement of our services. We frequently solicit feedback from our clients in order to ensure complete satisfaction. Some feedback is obtained through formal processes such as Client Satisfaction Surveys, Internal Quality Audits, Client Report Cards and Wrap-Up Audits. Other feedback is gained via ongoing client-vendor relations. These activities allow us to identify areas that may require attention or improvements, as well as to reward internal colleagues and contractors on assignment that are exceeding expectations.

3.9. Reporting Requirements

3.9.1. Emergency Contacts.

Throughout the term of the Contract, the Service Provider shall prepare, submit and maintain an updated Emergency Contact List for the Service Provider as well as for each Contractor assigned to the City.

Modis has read and fully understands item 3.9.1 above. We confirm that our solution complies with the City's requirements. Although the City will be provided with one single point of contact for convenience, it is part of Modis' standard process that our clients are provided with multiple points of contact at different levels within our branch for emergencies and/or issues needing escalation. Emergency contact information is collected from every Modis contractor and will be provided to the City prior to placement. Our Charlotte account management team will ensure that this information is kept up-to-date and will keep the City abreast of any potential changes.

3.9.2. Quarterly Invoice Status Report.

Throughout the term of the contract period and on a quarterly basis, the Service Provider shall prepare, submit, and maintain for each Contractor, an Invoice Status Report. This report shall be





submitted by the 15th of the month preceding the end of quarter to the City's Principal Contact, listed in Section 32. of the Contract, and shall include the following information, preferably in an MS Excel or other table format:

A list of all invoices broken down by department with the following supplemental information for each Contractor assigned to the particular department:

- *Contact Employee name;*
- *Invoice Date;*
- *Invoice Number;*
- *Cost Center;*
- *Period Worked;*
- *Amount Billed;*
- *Supervisor and/or Requestor; and*
- *Indication of payment or non-payment.*

** For each indication of non-payment that is over forty-five (45) days past due, attach a copy of the applicable invoice.*

Modis has read and fully understands item 3.9.2 above. We confirm that our solution complies with the City's requirements. It is a standard practice of Modis to add value through the provision of timely reports and metrics at regularly agreed upon intervals. As requested, we shall prepare, submit, and maintain for each Contractor, an Invoice Status Report that will be submitted by the 15th of the month preceding the end of quarter.

3.9.3 CCPA Quarterly Usage Reports

Service Providers must have the ability to provide an itemized usage report to include but not limited to agency name, contract employee name, job description, hours worked, hourly rate and total cost.

Modis has read and fully understands item 3.9.3 above. We confirm that our proposed solution complies with the City's requirements.

As mentioned, it is a standard practice of Modis to add value through the provision of timely reports and metrics at regularly agreed upon intervals. The use of technology provides operational efficiencies, speed of processing and cost savings, and is the preferred method used in our major client relationships. We would be delighted to produce any required reports, statistical or data analysis you may periodically require, both in writing and electronically. Any report required by the City can be supplied or developed if not already available. Furthermore, our team will work closely with the City to provide timely reports to meet changing needs.





3.10. Appearance

Contractors shall be expected to dress appropriately according to the job assignment and environment. Appropriate dress shall be specified in the Supplement Agreement associated with the job assignment.

Modis has read and fully understands item 3.10 above. We confirm that our proposed solution complies with the City's requirements. As part of our standard onboarding process, contractors must agree to Modis' and our clients' specific requirements—to include dress code.

3.11. Employee Expenses

The City shall not pay Contractor expenses such as travel, lodging, meals, relocation costs, etc., except in cases where prior written approval has been obtained from the City Point of Contact for the respective Supplement Agreement.

Modis has read and fully understands item 3.11 above. We confirm that our proposed solution complies with the City's requirements. All contractor expenses such as travel, lodging, meals, relocation costs, etc., except in cases where prior written approval has been obtained from the City, shall be borne by our organization and are part of our all-inclusive pricing structure.

3.12. Time Records

The Service Provider shall provide access to an online portal for reviewing and approving weekly time cards. Access shall be granted to the individual(s) requested by the respective Department for each Supplement Agreement. Each Contractor shall be responsible for completing a weekly time card that accurately states the time billable to the City. Time may not be included on an invoice to the City unless prior approval via the online portal has occurred

Modis has read and fully understands item 3.12 above. We confirm that our proposed solution complies with the City's requirements. Modis will provide access to an online portal for reviewing and approving weekly time cards. We shall grant access to all requested individuals at the City for each supplement agreement.

3.13. Overtime

Overtime is permitted for Contractors at the sole discretion of the City, and only upon prior written authorization from the City Point of Contact for each respective Supplement Agreement. The overtime rate of pay shall be equal to the Contractor's regular hourly rate of pay.

Modis has read and fully understands item 3.13 above. We confirm that our proposed solution complies with the City's requirements. We are aware that overtime is only permitted at the sole discretion of the City, and only upon prior written authorization from the City Point of Contact for each respective Supplement Agreement. Overtime shall be billed at the contractor's regular hourly rate of pay, with Modis covering the additional cost to meet mandated statutory overtime rates.





3.14. Holidays

Contractors may be required to work on City holidays depending on specific job requirements. The Service Provider shall be provided the City holiday schedule(s) upon Contract award and shall be informed of special requirements regarding specific assignments via the Request For Resumes process.

Modis has read and fully understands item 3.14 above. We confirm that our proposed solution complies with the City's requirements. As part of our standard onboarding process, contractors must agree to Modis' and our clients' specific requirements—to include holiday schedules.

3.15. Background Checks

Prior to starting work under the Agreement, the Service Provider is required to conduct a background check on each Contractor assigned to work under the Agreement, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under the Agreement (collectively, the "Background Checks"). The type of information that will be collected as part of a background check includes, but is not limited to: reference checks, social security verification, education verification, criminal conviction record check, and, if applicable, a credit history check, sex offender registry and motor vehicle records check. Background checks must be in compliance with all federal and state statutes, such as the Fair Credit Reporting Act (FCRA) and the Municipal Records Retention Schedule. The checks must be consistent with the guidelines set forth by these laws requiring organizations to obtain a candidate's written authorization before obtaining a criminal background report, motor vehicle records check or credit report; and to properly store and dispose of information derived from such reports.

If the Service Provider undertakes a new project under the Agreement, then prior to commencing performance of the project the Service Provider shall perform a Background Check for each Service Provider employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.

The City may request, and the Company shall provide at an additional cost to the City, additional or more extensive checks from time to time dependent on the nature of the assignment. The Company shall submit a separate invoice to the City for the additional and or more extensive background checks as they are requested. The invoice shall detail the Services rendered. The following are examples of additional checks. The Service Provider must provide pricing for these checks on Section 6, Form 4.

- *If the job duties require driving: A motor vehicle records check.*
- *If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.*
- *If the Supplement Agreement requests an assignment with the Department of Social Services: A sexual offender registry check.*





The Service Provider must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

The Service Provider shall notify the City of the results of each Background Check, to specifically identify whether or not any areas of concern were indicated.

The City and may conduct its own background checks on principals of the Service Provider as the City and deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

Additionally, the Charlotte-Mecklenburg Police Department (CMPD) requires and conducts its own separate background check for any Contractor it selects.

Modis has read and fully understands item 3.15 above. We confirm that our proposed solution complies with the City's requirements. Modis seeks to ensure that the background of the applicant is not indicative of any characteristics that may pose an unreasonable risk to our client or Modis while protecting the interests of the applicant as required by applicable state/provincial and federal law. We rely on First Advantage, our nationally contracted vendor, for our background screening program. All new Modis colleagues must submit to a background investigation, which can include reference checks, social security verification, education verification, criminal conviction record check, and, if applicable, a credit history check, sex offender registry and motor vehicle records check. The background investigation will be conducted for every contractor prior to placement, whether for the initial engagement with the City or any subsequent new project under the Agreement.

In addition, contractors will be required to undergo any additional tests that may be required, including the Charlotte-Mecklenburg Police Department's separate background check.

Client Access to Background Check Results

If the City requests a copy of the actual background check results for a contractor, our offices must contact Modis' corporate Employee Relations Department to obtain permission, as well as provide a copy of the Fair Credit Reporting Act (FCRA) User Certification Letter which our clients must sign. The signed copy is then forwarded to Modis' corporate Legal Department.

3.16. Drug Testing

3.16.1. Pre-Placement Drug Test.

The Company shall ensure that each Contractor assigned to the City is administered a drug test, at no additional cost to the City, within thirty (30) days prior to the first day on assignment with the City. The drug test must be a 9-panel test unless otherwise indicated by the City. No Contractor with a positive test result shall be able to be assigned to the City.

Modis has read and fully understands item 3.16 above. We confirm that our proposed solution complies with the City's requirements. Modis contracts with Quest Diagnostics for 9-panel urine drug testing





services or will use the City's preferred drug testing vendor and will cover the cost of such testing. As requested, drug testing will be conducted within thirty (30) days prior to the first day on assignment with the City.

3.16.2. Post Accident Drug and Alcohol Test.

The Company shall be responsible for ensuring that each Contractor assigned to the City is administered a Post-Accident Drug and Alcohol Test, at the Cost of the Service Provider, immediately following any accident involving the Contractor while on assignment at the City. Contractors must have a negative test result in order to return to the assignment at the City. Testing must take place within thirty-two (32) hours of the incident. If the required testing is not performed or the Contractor has a positive test result, the Contractor's Supplement Agreement shall be immediately terminated.

Modis has read and fully understands item 3.16.2 above. We confirm that our proposed solution complies with the City's requirements. Modis will immediately order, and cover the cost of, any post-accident drug and alcohol testing that may be required following an accident involving our contractor(s). Testing will be conducted within a 32 hour time frame of the incident. Individuals who test positive are terminated from Modis employment and not considered for future employment for a period of six (6) months.

3.17. Driving

Contractors may be required to drive depending on specific job requirements. The Service Provider shall be informed of special requirements regarding specific assignments via the Request For Resumes process.

Modis has read and fully understands item 3.17 above. We confirm that our proposed solution complies with the City's requirements. As part of our standard onboarding process, contractors must agree to Modis' and our clients' specific requirements—to include driving requirements regarding specific assignments.

3.18. Temp-to-Perm Conditions

The City may, from time to time, hire a Contractor after the Contractor has been on assignment with the City for any period of time ("Temp-to-Perm Conversion"). The City shall not be charged any type of fee for Temp-to-Perm Conversions by the Service Provider regardless of the length of assignment prior to the Temp-to-Perm Conversion.

Modis has read and fully understands item 3.18 above. We confirm that our proposed solution complies with the City's requirements. Our company will not assess the City our standard temp-to-perm conversion fee under the resulting agreement, as requested.





3.19. Additional Services

The City may, at its discretion, request "Pay Rolling" Services from the Service Provider. Pay Rolling refers to a request by the City for the Service Provider to enroll an individual, specified by the City, on the Service Provider's payroll for assignment to the City. The specified individual would then be considered an employee of the Service Provider.

Modis has read and fully understands item 3.19 above. We confirm that our proposed solution complies with the City's requirements. Although Modis primarily focuses on the placement of temporary resources for staff augmentation services—placing more than 9,000 consultants on assignment in 2014—we are also an industry leader in payrolling solutions. In fact, we average 2,700 payrolled resources on billing at any given time. Our payroll solution provides our clients with the highest quality, competitively priced resources while providing employer of record coverage.

Payroll Services and Benefits

- W-2 Employer of Record Services and Functions:
 - Financial Responsibility: payroll, statutory costs and taxes, workers' compensation, onboarding expenses, costs to serve
 - Administrative Functions: associate onboarding/offboarding, background check and drug testing (at client's request), management of paperwork and compliance, time and expense, daily maintenance, unemployment and workers' compensation, claims management, human resources management
 - Employee Benefits
 - Indemnification of Insurance Liabilities
 - Associate Coverage under Adecco Group, N.A. Insurance: workers' compensation, general liability, errors and omissions

3.20. Confidentiality and Non-Disclosure Contract and Assignment of Property Rights

Any Contractor assigned to the City shall be required to sign the Confidentiality and Non-Disclosure Contract and Assignment of Property Rights attached herein as Exhibit E.

Modis has read and fully understands item 3.20 above. In addition, we have reviewed the Confidentiality and Non-Disclosure Contract and Assignment of Property Rights form attached as Exhibit E. We confirm that our proposed solution complies with the City's requirements.

3.21. City Contract Requirements

The City will enter into a Contract written by the City with the successful Service Provider(s) that contains the terms and conditions set forth in Exhibit A. Each Service Provider must state specifically in its Proposal any exceptions to the terms and conditions included in Exhibit A, and any proposed additional terms or conditions deemed important by the Service Provider. The City will take any such exceptions and proposed additions into account during the evaluation





process. Any terms and conditions that the Service Provider does not specifically object to will be incorporated into the resultant Contract. Notwithstanding the foregoing, the City reserves the right to change the proposed contractual terms and conditions prior to or during contract negotiations if it is in the City's best interest to do so.

The terms and conditions set forth in Exhibit A are not all inclusive. The City may propose additional terms and conditions based on the responses to this RFP and the City's analysis of the successful Service Provider's Proposal.

Modis has read and fully understands item 3.21 above. Please refer to Modis' proposed redline changes at the end of this document.





ADDENDA RECEIPT CONFIRMATION (FORM 2)

Please refer to the following page for Modis' completed form.



Section 6
Required Forms

REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION

RFP # 269-2015-060

IT Contract Professional Services

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to www.ips.state.nc.us.

ADDENDUM #:

1
2

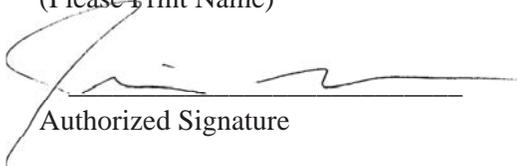
**DATE ADDENDUM
DOWNLOADED FROM NC IPS:**

July 2, 2015
July 16, 2015

I certify that this proposal complies with the General and Specific Specifications and conditions issued by the City except as clearly marked in the attached copy.

Justin Meharg
(Please Print Name)

7/27/2015
Date


Authorized Signature

Managing Director
Title

Modis, Inc.
Company Name



PROPOSAL SUBMISSION (FORM 3)

Please refer to the following page for Modis' completed form.



Section 6
Required Forms

REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM

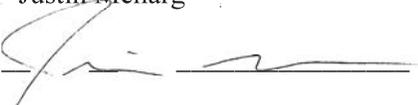
RFP # 269-2015-060

IT Contract Professional Services

This Proposal is submitted by:

Service Provider Name: Modis, Inc.

Representative (printed): Justin Meharg

Representative (*signed*):  _____

Address: 227 West Trade Street, Suite 400

City/State/Zip: Charlotte, NC 28202

Email address: justin.meharg@modis.com

Telephone: (980) 233-6372
(Area Code) Telephone Number

Facsimile: (704) 334-8032
(Area Code) Fax Number

The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts. It is understood by the Service Provider that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this RFP. Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

Modis, Inc.
Service Provider


Authorized Signature

July 27, 2015
Date

Justin Meharg
Please type or print name



PRICING WORKSHEET (FORM 4)

Please refer to the following pages for Modis' completed form.



REQUIRED FORM 4 - PRICING WORKSHEET

RFP # 269-2015-060

IT Contract Professional Services

Regardless of exceptions taken, Service Providers shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars rounded to the nearest quarter of a dollar. **If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs that the City will be responsible for. Service Providers should only provide pricing for those Categories and Levels for which they are able to provide eligible professional IT Contractors.**

Indicate the low/high Pay Rate range and Bill Rate range for each Category/Level/Type below, as well as the mark-up for each applicable category. Pay Rate and Bill Rate ranges, as well as Mark Up percentages indicated here shall be incorporated into the final Contract with the Service Provider.

CATEGORY	LEVEL	PAY RATE LOW	PAY RATE HIGH	BILL RATE LOW	BILL RATE HIGH	MARK UP %
Business Analyst	Business Analyst Support	21.18	33.75	30.71	48.94	45%
	Business Analyst	31.53	49.11	45.72	71.21	45%
	Senior Business Analyst	42.46	61.17	61.57	88.70	45%
Project Manager	Project Manager Support	24.73	35.14	35.86	50.95	45%
	Project Manager	32.85	42.1	47.63	61.05	45%
	Senior Project Manager	43.95	62.49	63.73	90.61	45%
Application Specialist	Application Specialist Support	21.67	38.78	31.42	56.23	45%
	Application Specialist	34.85	44.12	50.53	63.97	45%
	Senior Application Specialist	41.74	63.57	60.52	92.18	45%
Testing Specialist	Testing Specialist Support	23.66	36.27	34.31	52.59	45%
	Testing Specialist	30.13	40.87	43.69	59.26	45%
	Senior Testing Specialist	35.67	54.01	51.72	78.31	45%
Technical Writer	Technical Writer Support	17.27	30.4	25.04	44.08	45%

	Technical Writer	22.45	36.29	32.55	52.62	45%
	Senior Technical Writer	34.29	44.28	49.72	64.21	45%
Training Specialist	Training Specialist Support	18.62	25.49	27.00	36.96	45%
	Training Specialist	22.95	40.65	33.28	58.94	45%
	Senior Training Specialist	25.98	43.89	37.67	63.64	45%
Network Engineer	Network Engineer Support	21.78	39.54	31.58	57.33	45%
	Network Engineer	28.42	46.81	41.21	67.87	45%
	Senior Network Engineer	35.13	54.67	50.94	79.27	45%
System Administrator	System Administrator Support	23.15	26.44	33.57	38.34	45%
	System Administrator	31.62	41.13	45.85	59.64	45%
	Senior System Administrator	38.46	51.75	55.77	75.04	45%
Database Administrator	Database Administrator Support	25.45	38.86	36.90	56.35	45%
	Database Administrator	39.18	51.81	56.81	75.12	45%
	Senior Database Administrator	51.5	60.1	74.68	87.15	45%
Security Engineer	Security Engineer Support	29.41	36.25	42.64	52.56	45%
	Security Engineer	38.03	40.75	55.14	59.09	45%
	Senior Security Engineer	45.69	62.11	66.25	90.06	45%
Technician	Technician Support	15.25	25.12	22.11	36.42	45%
	Technician	19.21	31.43	27.85	45.57	45%
	Senior Technician	20.44	35.63	29.64	51.66	45%
Other *						45%

*** PLEASE NOTE: The Service Provider is not expected to provide Pay Rate and/or Bill Rate Ranges for the Job Category “Other”. However the Service Provider is required to indicate its Mark Up Percentage for the Job Category “Other”.**

Administrative Fees: Per Section 3.7., the Service Provider shall pay the City of Charlotte an Administrative Fee of 1 % (minimum of 1%) based on all City and Participating Public Agency sales volumes within 30 days of the end of each calendar quarter set forth in the subsequent Contract. It is the responsibility of the Service Provider to set the Administrative Fee.

Pricing Incentives and Rebates: Service Providers shall identify any incentives and rebates offered based on volume, dollar amounts, or other criteria:

REBATE DESCRIPTION	AMOUNT / PERCENTAGE
\$0 - \$999,999	0%
\$1,000,000 - \$1,999,999	1%
\$2,000,000 - \$2,999,999	1.5%
\$3,000,000 - \$3,999,999	2%
\$4,000,000 - \$4,999,999	2.5%
\$5,000,000 and greater	3%

Reference the Charlotte Cooperative Purchasing Alliance (CCPA) website at <http://www.charlottealliance.org>

In the table below, indicate the cost associated for each type of background check that may be requested from time to time. The Rates indicated here shall be incorporated into the final Contract with the Service Provider.

Type	Level	Cost
Criminal (Additional incidences – original and annual checks are at the expense of the Service Provider)	State	\$ N/A* /ea
	National	\$ N/A* /ea
DMV	State	\$ N/A* /ea
	National	\$ N/A* /ea
Employment	State	\$ N/A* /ea
	National	\$ N/A* /ea
Credit Check	State	\$ N/A* /ea
	National	\$ N/A* /ea
Sexual Offender Registry	State	\$ N/A* /ea
	National	\$ N/A* /ea

* The cost of performing criminal, DMV, employment, credit and sexual offender registry checks are included as part of Modis' all inclusive markup and are not billed separately.

Please indicate the cost associated with “Pay Rolling” Services defined in RFP Section 3.19.

Additional Services	Cost
“Pay Rolling”	37%



PROPOSAL CERTIFICATION (FORM 5)

Please refer to the following page for Modis' completed form.



Section 6
Required Forms

REQUIRED FORM 5 - PROPOSAL CERTIFICATION

RFP # 269-2015-060

IT Contract Professional Services

SERVICE PROVIDER: Modis, Inc.

The undersigned Service Provider hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the Service Provider has considered all proposals submitted from qualified, potential subcontractors and suppliers; and has not engaged in or condoned prohibited discrimination.
2. For purposes of this section, *prohibited discrimination* means discrimination against any person, business or other entity in contracting or purchasing practices on the basis of race, color, sex, or national origin. Without limiting the foregoing, *prohibited discrimination* also includes retaliating against any person, business or other entity for reporting any incident of prohibited discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid submitted by the Bidder on this Project and to terminate any contract awarded based on such bid.
4. As a condition of contracting with the City, the Service Provider agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Service Provider further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Service Provider or terminate any contract awarded on such bid.

Modis, Inc.

NAME OF FIRM

BY:  Justin Meharg

SIGNATURE OF AUTHORIZED OFFICIAL

Managing Director

TITLE



MWSBE UTILIZATION (FORM 6)

Please refer to the following page for Modis' completed form.



Section 6 Required Forms



REQUIRED FORM 6 – MWSBE SUBCONTRACTOR UTILIZATION

RFP # 269-2015-060

IT Contract Professional Services

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process when there are viable subcontracting opportunities.

Service Providers must submit this form with their proposal outlining any supplies and/or services to be provided by each City certified Small Business Enterprise (SBE), and/or City registered Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) for the Contract. If the Service Provider is a City-registered MWSBE, note that on this form.

The City recommends you exhaust all efforts when identifying potential MWSBEs to participate on this RFP.

Company Name:	Modis, Inc.
----------------------	-------------

Please indicate if your company is any of the following:

MBE WBE SBE None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: N/A Effective Date: N/A Expiration Date: N/A

Identify outreach efforts that were employed by the firm to maximize inclusion of MWSBEs to be submitted with the firm's proposal (attach additional sheets if needed):

~~As a leading provider of IT staffing services and solutions with access to a candidate database containing the profiles of 2.5 million IT professionals, we do not foresee our company having to utilize a subcontracting partner to provide the requested services. However, Modis often partners with diversity firms to source hard-to-find positions and to help our clients meet mandated diversity spend goals.~~

Identify outreach efforts that will be employed by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

~~Modis maintains an active list of identified/vetted diversity subcontracting partners on both a local and national level. As needed, we will reach out to these partners via telephone and/or email to solicit their assistance. On average, approximately 25% of our total subcontracting spend is with diverse suppliers.~~

[Form continues on next page]

Section 6 Required Forms

List below all **MWSBEs** that you intend to use on this Contract.

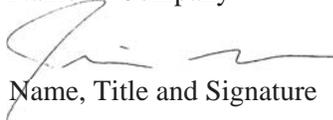
Subcontractor Name	Description of work or materials	Indicate either "M", "S", and/or "W"	City Vendor #
N/A			

Total MBE Utilization	N/A %
Total WBE Utilization	N/A %
Total SBE Utilization	N/A %
Aggregate MWSBE Utilization	N/A %

July 27, 2015
Date

Modis, Inc.
Name of Company

Estimated Total Contract Value

 Justin Meharg, Managing Director
Name, Title and Signature



BACKGROUND AND EXPERIENCE (FORM 7)

Please refer to the following pages for the requested information.



Section 6 Required Forms

REQUIRED FORM 7 – SERVICE PROVIDER’S BACKGROUND RESPONSE

RFP # 269-2015-060

IT Contract Professional Services

Service Providers should complete and submit the form below as part of their response to this RFP.

Question	Response
Service Provider Identification	
Service Provider Name (Official Name)	Modis, Inc.
Service Provider Location (corporate headquarters)	10151 Deerwood Park Blvd. Building 200, Suite 400 Jacksonville, FL 32256
Service Provider Experience	
Years of Experience:	
<i># of years in business:</i>	29 years
Customer Base:	
<i># of public sector clients</i>	Modis services the IT staffing services and solutions needs of more than 2,000 clients on an annual basis, with an average of 100 of those clients being public sector/governmental entities.
<i># of public sector clients using the services being proposed.</i>	Approximately 100% of our public sector/governmental clients use the services being proposed.
<i>Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization)</i>	Modis provides IT staffing services and solutions to an average of 2,000 small to large clients annually. We have provided similar services as those requested by the City to local, state and federal governmental entities since 1986. In addition to servicing the staffing needs of state and federal clients, Modis has serviced local governmental clients that include: California – City of Palo Alto, City of Encinitas, County of Los Angeles, County of San Bernardino, and County of San Joaquin; Colorado – Douglas County Government; Florida - Leon County, Nassau County Tax Collector, and Brevard County Clerk of Courts; Georgia – Gwinnett County Government; Michigan – Oakland County; Missouri – City of Kansas City; New York – City of Salisbury; North Carolina – Mecklenburg County; Pennsylvania – City of Philadelphia; Virginia – City of Richmond; and Washington DC – City of Georgetown.

Section 6 Required Forms

Market Focus:	
<i>Identify industries and public sector market segments served</i>	<p>Modis works with leading companies in a range of industries to provide world-class IT staffing services and solutions. Our specialized industry focus allows us to understand the issues and challenges within your competitive space and gives us the ability to meet your needs with solutions that will propel your organization to the next level. Sectors our clients operate in include:</p> <p>Banking & Brokerage, Education, Financial Services, Government, Healthcare, Hospitality & Travel, Insurance, Manufacturing, Media & Entertainment, Oil & Gas, Pharmaceutical, Retail, Technology, Telecommunications, Transportation and Utilities.</p>
User Groups:	
<i>Identify national and regional user groups</i>	<p>As a national provider of IT staffing services and solutions, with 60+ offices and 874 full-time employees throughout North America, our company is deeply entrenched in the IT community. On a local level across the nation, our consultants and full-time colleagues are part of numerous user groups in their respective areas. Many of Modis Charlotte's team members are familiar faces within the following local tech groups:</p> <ul style="list-style-type: none"> • Tech After Five • North Carolina Technology Association • Carolina IT Professionals Group • Geek Meet • Charlotte BI Group • Help Desk Institute – Charlotte Chapter • Skookum Digital Works Friday Tech Talks • Developers Guild • Charlotte SQL Server User Group • Charlotte Area SharePoint User Group • Charlotte Metro IIBA Chapter • PMI Metrolina Chapter • Ballantyne IT Professionals

Section 6 Required Forms

<p><i>Explain the purpose and function of user groups</i></p>	<p>User groups serve as a forum for subject matter experts and users of a particular technology to meet and discuss trends and share knowledge/experiences, in addition to other related activities. These types of groups help maintain a close, mutually-supportive IT community in cities and towns throughout the country.</p>
<p><i>Identify if there is an annual or biannual user conference</i></p>	<p>As an IT staffing services and solutions provider, Modis does not host annual or biannual user conferences. However, we do host client forums and roundtables to discuss industry trends.</p>
<p><i>Identify next planned national conference (location and date)</i></p>	<p>As an IT staffing services and solutions provider, Modis does not host annual or biannual user conferences. However, we do host client forums and roundtables to discuss industry trends.</p>
<p>Terminated Projects:</p>	
<p><i>List any terminated projects. Please disclose the jurisdiction and explain the reason for the termination.</i></p>	<p>Modis serves nearly 2,000 clients annually in markets all across North America. As such, we are not able to list the clients that we have lost. However, our company has lost very few clients due to performance issues. In fact, many of our clients have chosen to add more of their business divisions and grow our partnerships. We have chosen to terminate few client relationships on occasion for a variety of reasons. Some of those reasons include: client-dictated markup and contractor pay rates for all resources not aligning with market demands; lengthy account receivable cycles; and changes in job requisition quantity or quality from initial client-provided resource needs.</p>
<p>Litigation:</p>	

Section 6 Required Forms

<p><i>List any litigation that you have been involved with during the past two (2) years on IT Contract Professional Services implementations.</i></p>	<p>As a subsidiary of a Fortune Global 500 company, Modis occasionally experiences litigation and/or lawsuits, but none suggest that the company will fail to perform its obligations under its agreement and/or fail to remain in compliance with applicable law. In fact, the relatively small number of matters we see are usually resolved between the parties prior to the need for any judgment(s), and our experience resolving such matters fairly and equitably is a testament to our desire to be a valuable business partner and to deliver exemplary services with integrity and corporate stability.</p>
Organization Size	
<p><i>If Service Provider is a subsidiary, identify # of employees in proposing company/division.</i></p>	<p>Modis is a wholly owned subsidiary and the specialized IT staffing division of Adecco Group, a multi-billion-dollar Fortune Global 500 company and the world's leading provider of HR solutions. Adecco has more than 31,000 full-time employees and around 5,100 offices, in over 60 countries and territories around the world. Modis has 874 full-time employees and 60+ offices throughout North America, with additional offices in Europe. At any given time, Modis has 5,000 contractors on assignment at client locations.</p>
<p><i>If Service Provider is a subsidiary, identify revenues of proposing company/division</i></p>	<p>As a wholly owned subsidiary of Adecco Group, we do not report our financials separately from our parent organization. Adecco reported revenues of \$26,608,000,000 (USD) in 2014.</p>
<p><i>Identify the percentage of revenue used for research & development by the proposing company/division</i></p>	<p>As an IT staffing services and solution company, Modis does not have a budget allocated to research and development. However, we are constantly investing in new technologies and processes that further improve upon our service offering.</p>
Corporate Notes	
<p><i>Privately held? Publicly traded? Parent Company?</i></p>	<p>Adecco Group/Modis is a publicly traded company that is listed on the SIX Swiss Exchange under the ticker symbol ADEN.</p>
<p><i>Identify any certifications held by your firm if you are implementing or reselling another firm's products. Include how long the partnership or certification has been effect.</i></p>	<p>N/A</p>

**Section 6
Required Forms**

Additional Narrative Response

Section 6 Required Forms

<p><i>Provide an overview and history of your company.</i></p>	<p>Company History</p> <p>Modis’ roots can be traced back to 1978 with the founding of Associated Temporary Staffing (ATS) and the founding of Computer Professionals Incorporated (CPI) in 1986. ATS later merged with three staffing companies in 1992 to become AccuStaff Incorporated.</p> <p>In 1995, CPI was acquired by AccuStaff and became Accustaff’s first IT staffing subsidiary. Continuing to grow their IT staffing presence, AccuStaff acquired approximately 40 IT staffing companies in the United States, Canada and the United Kingdom. Three years later, AccuStaff combined their IT staffing subsidiaries into one brand — Modis.</p> <p>When AccuStaff sold their general and administrative staffing interests as well as their name to Randstad in 1998, AccuStaff became Modis Professional Services. Eventually, Modis Professional Services became MPS Group to represent all of their professional staffing subsidiaries.</p> <p>In January 2010, Adecco Group acquired MPS Group, including the Modis brand. On January 1, 2011, Adecco’s North American IT brand, Ajilon Consulting, and MPS’ IT brand, Modis, were integrated to become the Modis that exists today.</p> <p>Today, Modis continues to make exceptional connections between our clients and candidates through our premier programs and services.</p> <p>Company Overview</p> <p>Since 1986, Modis has helped businesses succeed in the complex world of technology by connecting them with exceptional IT talent. We currently supply over 150 job categories that encompass several hundred specific IT skillsets. In fact, on average, we place more than 9,000 contractors with 2,000 clients annually. From our mature operating protocol, the Modis Operating Procedure (MOP), to our National/Strategic Accounts Program, Modis guarantees that both our clients and contractors receive consistent, superlative service.</p>
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Section 6 Required Forms

<p><i>Describe your total organization, including any parent companies, subsidiaries, affiliates and other related entities.</i></p>	<p>As mentioned, Modis is a wholly owned subsidiary—and the specialized IT staffing division—of Adecco Group, a multi-billion-dollar Fortune Global 500 company and the world’s leading provider of HR solutions. Adecco maintains a portfolio of professional staffing brands that Modis is able to leverage in order to provide our clients with comprehensive staffing solutions that are seamless. Our sister divisions include:</p> <ul style="list-style-type: none"> • Accounting Principals – accounting and finance staffing • Ajilon Professional Staffing – admin/clerical staffing • Parker Lynch – executive search services • Special Counsel – legal staffing and eDiscovery solutions • Beeline – managed services, recruitment process outsourcing and technology • VendorPass – W-2 and 1099 payrolling solutions • Paladin – marketing and creative staffing • Soliant Health – healthcare staffing • Pontoon – recruitment process outsourcing, workforce solutions and consulting
<p><i>Describe the ownership structure of your organization, including any significant or controlling equity holders.</i></p>	<p>Modis is a wholly owned subsidiary of Adecco Group; therefore, Adecco, Inc. holds 100% of all investment shares. Our company is governed by a board of directors and company officers.</p>
<p><i>Provide a management organization chart of your overall organization, showing director and officer positions and names and the reporting structure.</i></p>	<p>Please refer to the page(s) following Form 7 for the requested information.</p>
<p><i>Provide detailed information for the IT Contract Professional Services business segments of your organization, showing the reporting structures within these segments and among these segments and the overall organization.</i></p>	<p>Please refer to the page(s) following Form 7 for the requested information.</p>
<p><i>Describe any organizational changes such as divestitures, acquisitions, or spin-offs involving your IT Contract Professional Services business segments that have occurred in the latest two (2) years or are anticipated in the future. Include all appropriate organizational charts.</i></p>	<p>Modis has not experienced any divestitures, acquisitions, or spin-offs that have occurred with the past two (2) years, nor do we anticipate any such changes in the foreseeable future.</p>

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<p><i>Detail how long the company has been providing IT Contract Professional Services to local governments and include information regarding experience with similar IT Contract Professional Services projects.</i></p>	<p>Modis has been providing similar services as those requested by the City to local, state and federal governmental entities since 1986. In addition to servicing the staffing needs of state and federal clients, Modis has serviced local governmental clients that include: California – City of Palo Alto, City of Encinitas, County of Los Angeles, County of San Bernardino, and County of San Joaquin; Colorado – Douglas County Government; Florida - Leon County, Nassau County Tax Collector, and Brevard County Clerk of Courts; Georgia – Gwinnett County Government; Michigan – Oakland County; Missouri – City of Kansas City; New York – City of Salisbury; North Carolina – Mecklenburg County; Pennsylvania – City of Philadelphia; Virginia – City of Richmond; and Washington DC – City of Georgetown.</p>
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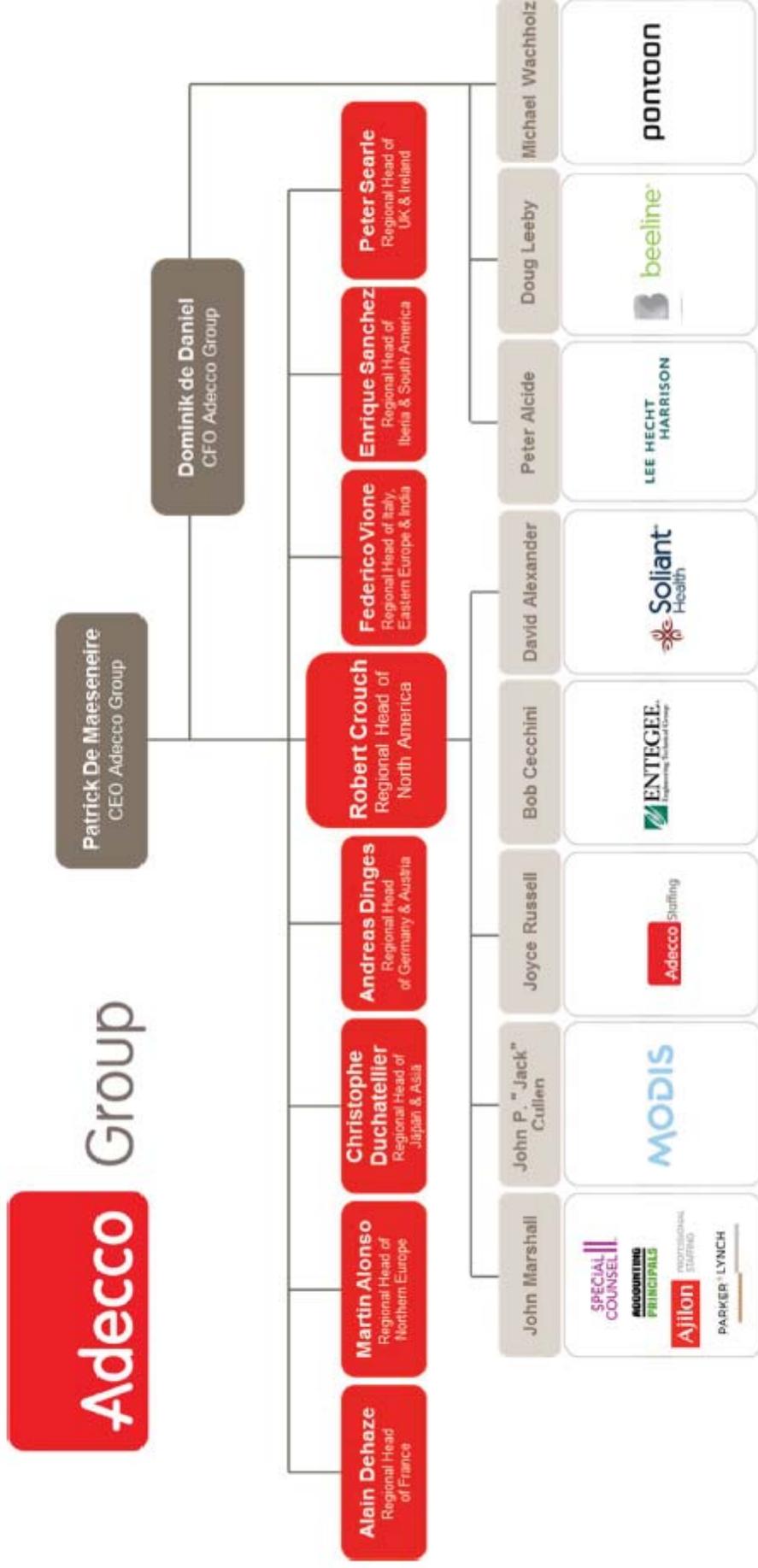
Section 6 Required Forms

<p><i>Describe the key individuals, along with their qualifications, professional certifications and experience that would comprise your organization's team for providing Services to the City.</i></p>	<p>Our typical, proven account team deployed for most local accounts consists of a Modis account manager (internally referred to as a business development manager), Modis recruiting staff from our local office, and the branch's managing director, all overseen by a senior executive in the region. The account manager and the recruiters report to the managing director.</p> <p>Once we have a better understanding of the City's needs and a contract is in place, we will assign a business development manager to serve as the single point of contact for the City. This individual will serve as your dedicated contact and will oversee the entire delivery process — coordinating with the delivery team on timelines and ensuring that all deadlines are met. They will communicate with local recruiting staff and national recruiting resources, as necessary, to guarantee exceptional connections between the client and the candidates presented. In the interim, Justin Meharg, Managing Director, will serve as the City's point of contact at our company. Justin oversees a recruiting staff of 12, as well as, office staff and other employees in the branch to ensure the overall success of each client relationship within his market.</p> <p>Branch Bios Justin Meharg, Managing Director – Justin has 10 years of IT staffing experience, with proven success in Recruiting, Sales, and Management. Justin started with Modis in South Florida (Fort Lauderdale / Miami area) as a Managing Director in 2012 where he grew that office from approximately \$3M in revenue to almost \$10M within 3 years and earned consecutive awards for one of the top growth branches in the company. He has recently relocated to Charlotte and manages a team of 12</p>
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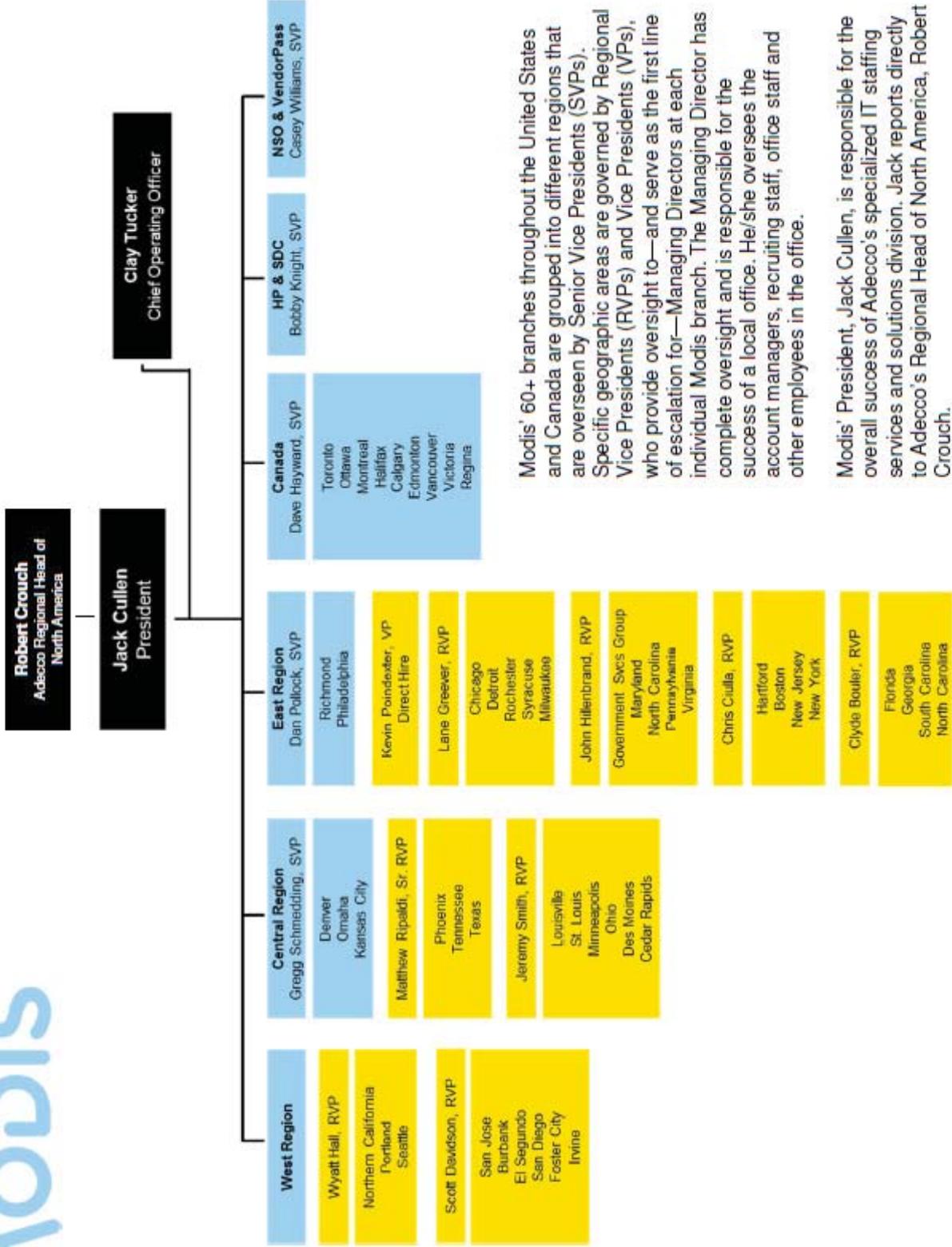
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<p><i>If the Service Provider's proposal submission will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, provide a description, which includes the teaming relationships, form of partnership, each team member's contribution, and the experience of each team member, which qualifies them to fulfill their responsibility. Provide descriptions and references for the projects on which team members have previously collaborated.</i></p>	<p>N/A</p>
<p><i>Explain how your organization ensures that personnel performing technical support services are qualified and proficient.</i></p>	<p>Every Modis candidate must undergo a technical evaluation to determine their skill level and their ability to meet the needs of our client. Depending on the skills required for the job, this may involve a technical phone screen with a current Modis contractor who is an expert in those required skills or, if the skills required are not possessed by a Modis contractor (or if the client requests it), we utilize Prove It! technical testing as an additional technical evaluation tool.</p>
<p><i>Please provide information regarding the level of staffing at your organization's facilities, as well as the level of staffing at subcontractors' facilities, if known.</i></p>	<p>Modis employs 874 full-time employees throughout North America at our 60+ branches. At our Charlotte branch, we have a recruitment staff of 12.</p>
<p><i>If your organization has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.</i></p>	<p>Modis has not been the subject of a dispute or strike by organized labor within the last five (5) years.</p>

Adecco Organizational Structure



MODIS





SERVICE PROVIDER QUESTIONS (FORM 8)

Please refer to the following pages for the requested information.



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REQUIRED FORM 8 – SERVICE PROVIDER QUESTIONS

RFP # 269-2015-060

IT Contract Professional Services

Service Providers should complete and submit the form below as part of their response to this RFP.

Question	Response
Service Provider Name (Official Name)	Modis, Inc.
<i>What steps will your organization take to ensure that any transition of Services runs smoothly?</i>	<p>Modis is able to implement a tailored transition process that will seamlessly allow us to assume assignment ownership of all incumbent contractors while meeting the specific goals of the City. Based on our clients' requirements, Modis will design and customize a project plan, execute the plan and develop our change management recommendations. Our methodology includes the following processes:</p> <ul style="list-style-type: none"> • Providing a detailed plan that is used throughout implementation to enable us to deliver to client expectations • Developing a comprehensive change management plan designed in collaboration with the City • Ensuring an implementation team remains involved throughout the process to facilitate a seamless transition for the City program operations <p>Modis' transition plans are designed to help the City avoid any business disruptions resulting from changing suppliers. Focusing on how a transition can impact your day-to-day operations, we work to ensure assigned contractors remain productive.</p> <p>We Effectively Communicate with Each Group Timely and accurate communication is essential</p>

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to a successful transition. Modis effectively communicates with each group during each stage of the transition process. The examples below highlight our typical communication strategy for each affected party:

Client Transition Team (Client employees directly involved in the selection of a new supplier): During the discovery process, Modis' primary focus is to listen to the needs of our clients. We gather all necessary data, identify our clients' goals and develop a transition plan, including custom communications and tracking tools to monitor and measure results. Once we create a custom plan, our proposed solutions are presented to the City for final review and approval.

Stakeholders (Client employees affected by the transition): End-user communications typically include a description of Modis, executive support of the program, the reasons for the decision and a frequently asked questions (FAQ) document that addresses the incumbent associates' concerns. Our implementation team will visit your high-volume sites to present the new program and describe the transition process to your business managers and stakeholders.

Incumbent Suppliers: Initiated during the early stages of the transition, Modis will advise the City to formally notify incumbent suppliers of the contract award to Modis. This notice typically includes the City's appreciation of their service, the reasons for the decision and the date that their assignment ownership will end. Our implementation team will then contact the suppliers to confirm the dates outlined by the City and begin working directly with the suppliers on the transition timeline.

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	<p>Contractors: After the City releases a formal written notification to the existing workforce, Modis will then manage the remaining components of the transition process, including hosting information sessions and providing onboarding for workers who will continue their assignments after the transition.</p>
<p><i>Prepare and submit a Project Plan (preferably in MS Project format) to describe, to the best of your ability, all times, tasks and resources associated with the performance of Services. The Project Plan is subject to the terms set forth in Section 7 of this RFP.</i></p>	<p>Modis operates according to a time-tested process that has been developed and refined over our 29 years in business. The goal of the process is to provide the highest level of service and efficiency to our client base. We will utilize the Modis Operating Procedure (MOP) to meet the City's IT staffing needs.</p> <p>Below is an overview of the MOP, in addition to a highlight of the process flow along with</p>

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	<p>associated tasks and resources aligned with each step of the process.</p> <p>Account Manager (Modis Business Development Manager) discusses hard and soft skill needs with Hiring Manager → Account Manager writes requisition/enters into database → Account Manager and Modis recruiter(s) review → Screening qualification process, in-office interview → Review "Hotbook" and bench/identify candidates → Huddle meeting/recruiter assigned → Pitch and submit to account managers → Review submittals → Submit resume/qualifications to Hiring Manager → Interview → Feedback → Offer extended deadline/accept → Background and drug screen conducted → Work order issued → First day orientation/walk-in → Follow-up/ongoing maintenance</p> <ol style="list-style-type: none">1. Staffing Requisition (Job Order / JO) is received by Primary Contact (Managing Director – Justin Meharg) via City of Charlotte Vendor Management delivery model2. Primary Contact fully qualifies details of JO (e.g. MUST HAVE technologies, daily responsibilities, experience level needed, etc) through whatever process is available (preferably directly with the hiring manager or a representative for that individual)3. Based on functional category and technical skill sets for the JO, the Primary Contact determines which Technical Recruiter (Resource Development Manager / RDM) will be assigned to the JO4. RDM calls candidate he/she have already pre-screened and qualified* with those baseline
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	<p>skill sets in order to quickly identify viable candidates to submit for the JO</p> <p><i>*Process Note: Our Recruiters are aligned with specific technical skill sets to which they proactively call and qualify (in-person interview, technical assessments, and reference checks) candidates for; using this process allows our Recruiters to have pre-identified and qualified candidates to quickly submit to open positions</i></p> <ol style="list-style-type: none"> 5. Primary and RDM select the best available resources (based on match, rate, availability, etc) out of the potential candidate pool and Submit them to the JO 6. After a candidate is selected to interview, both the Recruiter and Primary contact coordinate with the selected candidate(s) schedule(s) based on Client availability 7. When an offer is made, both the Recruiter and Primary Contact confirm acceptance with the selected candidate 8. Our local Branch Operations specialist then handles all on-boarding requirements (candidate paperwork, background check requirements, as needed, time-keeping & payroll system access, etc). 9. Recruiter maintains contact with the consultant per our Consultant Maintenance Schedule (1st Day, 1st Week, 2nd Week, 30 Day Evaluation, etc) 10. If allowed, Primary Contact maintains contact with the Hiring Manager to ensure quality post-placement (similar to Consultant Maintenance Schedule: Week 1 & Week 2 check in; 30 Day Performance Evaluation; continued monthly check-ins)
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<p><i>Describe the communications scheme that your organization will use to keep City Departments and the City Project Manager informed about the Services.</i></p>	<p>Once we have a better understanding of the City’s exact needs, we will assign one account manager and single point of contact charged with disseminating all information to key stakeholders at both Modis and individual City Departments. This individual will be available to the City and our contractors at all times via email, telephone and/or fax, in order to tend to matters related to the delivery of services.</p> <p>In the interim, Justin Meharg, Managing Director, will serve as the City’s point of contact at our company. All account activity will be documented within our secure database so that, in times of absence or account manager replacement, another team member is able to step in and service the account. For situations requiring escalation, Justin and our regional vice president, Clyde Bouler, are available to assist in resolving the issue. Until a Modis business development manager is assigned to your account, Justin will serve as the dedicated point of contact.</p>
<p><i>Describe the risks associated with this Contract. What contingencies have been built in to mitigate those risks?</i></p>	<p>Back-Office Support One of the biggest risks associated with engaging a staffing partner is that of inadequate legal, human resource, employee benefits, and risk management representation and planning. Because Modis is a wholly owned subsidiary of Adecco Group, the world’s largest staffing provider and a Fortune Global 500 company, we benefit from a corporate back office team that reviews every contract to further ensure that Modis is able to deliver in accordance with a clients’ expectations. Modis works with our clients to avoid all employment law problems, and we employ highly-qualified legal, human resource, employee benefits, risk management, and other career professionals to deal with any issues that may arise.</p> <p>40-hour Guarantee</p>

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Another risk associated with any staffing engagement is the wasted time and money associated with a bad placement. Although our standard operating procedure has built in steps aimed at ensuring that the right candidate is submitted for each position, such as face-to-face meetings with hiring managers and customer approval of job reqs, we recognize that there are rare occasions when a candidate is not the right fit. Through the Modis Guaranteed Delivery Program, we offer a no-risk, 40-hour trial period. If any Modis client is not satisfied with a consultant's performance at the end of the first 40 hours of the consultant's assignment, we will replace the consultant without billing the client for the consultant's time.

Quality Scorecard Process

Lastly, another risk is operating according to unclear expectations on what is expected from both the staffing provider and the client. If Modis submits a candidate for interview, but receives little or no feedback from the hiring manager, the process is slowed and we are not able to come through on our promise of making exceptional connections in the shortest timeframe possible. In order to address this issue and others like it and to enable continuous process improvement, Modis has developed a number of industry-standard metrics that we track and review to keep our account management teams and clients on task. This is accomplished using our Quality Scorecard Process with service levels that are mutually established and agreed upon. The data collected is reflected in monthly and quarterly reviews that help Modis and its clients manage expectations and review areas for improvement.

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<p><i>Describe your contingency plan if key personnel are unable to complete their assignments.</i></p>	<p>Modis' goal is to minimize disruption when an associate leaves an assignment before it is completed. Throughout the life of the contract, Modis keeps in-depth notes within our secured system in relation to supporting the account. This information can be easily accessed to assist with the bedding-in process. Although the specific process will vary subject to our client's needs and the skill level of the work in question, newly placed associates will be provided with appropriate training to assume the position. Further, the replacements may also be trained by the previous associates prior to their departure.</p>
<p><i>Describe relevant industry knowledge (i.e., financial, utilities, customer service, operations, etc.).</i></p>	<p>Modis works with leading companies in a range of industries to provide world-class IT staffing services and solutions. Our specialized industry focus allows us to understand the issues and challenges within your competitive space and gives us the ability to meet your needs with solutions that will propel your organization to the next level. Sectors our more than 2,000 clients annually operate in include: Banking & Brokerage, Customer Service, Media & Entertainment, Education, Oil & Gas, Financial Services, Pharmaceutical, Government, Retail, Healthcare, Technology, Hospitality & Travel, Telecommunications, Insurance, Transportation, Manufacturing, and Utilities.</p>
<p><i>Indicate the location of your offices, include methods of contact (i.e., e-mail address, phone numbers, mailing addresses, voice mail).</i></p>	<p>Modis maintains a branch network of 60+ locations across North America, with additional offices in Europe. However, the resulting account will be serviced by Modis' Charlotte branch, which can be contacted at:</p> <p>227 West Trade Street, Suite 400 Charlotte, NC 28202</p> <p>Tel: 704-334-8303 Fax: 704-334-8032 charlotte@modis.com</p>

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<p><i>Indicate briefly why you consider your firm to be the best to perform the required services.</i></p>	<p>At Modis we use our insight, knowledge and global resources to make exceptional connections. With over 60 offices throughout North America that service companies across every industry, Modis has the reach and experience to meet your business objectives and exceed your expectations. Listed below are a few of the many advantages that working with Modis will bring to your IT staffing program.</p> <p>Customized Account Management Modis customizes our account management program to meet the needs of our clients. We serve clients of all sizes—from small start-ups to Fortune 100—and the needs of these clients are drastically different. In each of our branch offices, we have business development managers devoted to clients within specific industries, markets and demographics. This focus allows our business development managers to have a strong understanding of your environment and needs from the onset. Additionally, for our larger national clients, we have a National Accounts Program to ensure that these clients receive consistent delivery anywhere in North America.</p> <p>Financially Stable and Risk-Averse Company Cultivating business relationships with dependable, stable companies is essential for success. For more than 25 years, Modis has weathered the constantly changing arena of Information Technology staffing. We continue to grow our market share without compromising our level of service to our clients, especially those like the City, through embracing change and looking ever forward. As part of Adecco Group, a \$26.6 billion Fortune Global 500 company, Modis is a stable and financially secure company.</p> <p>Information Technology staffing companies report the highest concentration of clients</p>
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According to a recent study by Staffing Industry Analysts, the median IT staffing firm said that 65 percent of revenue came from their top five clients. However, Modis serves more than 2,000 clients currently and not one client comprises more than ten percent of Modis' revenue. Client diversification allows Modis to more quickly adapt to change in market conditions, client requirements and preferences, invest more in resources and better understand the industries that are prevalent in major North American cities when compared to competitors with more client concentration.

Tremendous Geographic Reach

Our network of over 60 offices across North America, in addition to our large, international presence, provides Modis the ability to support IT staffing needs in all client locations across the country. By leveraging our parent and sister company locations, Modis is further provided with a local presence in more than 1,100 North American locations and more than 60 countries worldwide. As a result, our geographic coverage to support our client's dispersed staffing needs is second to none in the industry.

Attracting and Retaining Staff

In today's business environment, innovation drives success and innovation often comes from having the most efficient talent in place — no matter what field you're in.

We attract today's top technological minds through a number of ways, including:

- Assignment Variety
- Benefits
- Concurrent Assignments
- Training
- Career Path Development

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- Recognition Programs
- Employee Communication
- Consultant Website

Proven Customized Recruiting and Screening

Modis ensures that we are on the forefront of technological and functional advances when it comes to recruiting and screening talent. We pilot HireVue for our clients operating in many locations to facilitate interviews and communication via video, mobile and social media applications, and we employ block interviews to enable our clients to efficiently interview multiple pre-screened candidates in the most time-effective manner possible. Furthermore, Modis understands the importance of connecting top IT talent, including foreign-born workers, with our clients. Modis has developed the National Mobility Program with this in mind, and this program helps qualified consultants from all over the world to work with our clients.

Based on client and market demands, Modis maintains a pipeline of candidates representing the most common skill sets we see in each of our locales throughout North America. Our recruiting process requires each recruiter to identify and pre-screen a select number of resources, allowing our recruiters to become experts in certain skill sets. This pipeline method greatly reduces our time to fill by streamlining the candidate submittal process for our clients.

Client-focused Customer Service

Above all, Modis strives to meet your needs in a timely and efficient manner. As our business partner you are our top priority and when you need us, we'll be there. Starting with the personal attention of an Account Manager, you will have a direct link to Modis keeping the lines of communication open and available. Your

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	<p>Account Manager is supported by a host of back-office individuals ensuring accurate statements and prompt reports.</p> <p>Process-driven Organization Modis is passionate about process. Through our experience supporting large and diverse clients, Modis has honed our programs and processes in order to provide superior delivery and performance to our clients. From our mature operating protocol, the Modis Operating Procedure, to our National Accounts Program, our processes are the cornerstone of our delivery model ensuring consistent delivery and quality across all verticals and geographies. We are confident in our abilities, and we develop mutually beneficial metrics so that we deliver the same quality of service year after year to our clients across multiple locations.</p>
<p><i>Describe in detail your company's approach and process to obtaining staff to meet client requirements, including, but not limited to the following:</i></p> <ul style="list-style-type: none"> • <i>Search process;</i> • <i>Interview process;</i> • <i>Employment screening; and</i> • <i>Background checks</i> 	<p>Recruiting After reviewing the job requisition, our Charlotte Recruitment Team will use a combination of recruiting strategies, including networking, technology, the Internet, referrals and identification of passive candidates to locate the best talent in the market. Some of those sources include:</p> <ul style="list-style-type: none"> • Associate referrals and referral campaigns • Client referrals • Passive recruiting/cold calling • Mobile Recruiting & Social Media (LinkedIn, Twitter, Facebook, Google+ and other applicable social media platforms) • Internet postings • Job fairs and open houses • Outplacement services • College career centers • Networking through professional organizations, including bilingual and minority organizations • Community resources

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- Source recruiting
- State job services

Per the City's request, we will present the requested information for each viable candidate within two (2) business days. We are aware that candidates must live within a 100 mile radius of Charlotte and will leverage our team's 50+ years of combined local market experience, as well as, our pool of local candidates to meet this requirement.

Pipeline Recruiting

To make exceptional connections between our candidates and clients, we frequently evaluate and improve our processes based on current market trends. Modis has recently enhanced its pipeline recruiting model that streamlines sourcing efforts and enables us to pinpoint the most requested, in-demand skill sets in each of our markets. Once each market has identified their top skill sets, our recruiters are assigned to source for specific skills and become industry experts in these fields. We have found that recruiters who become industry experts in specific skills are better able to tailor their sourcing efforts into a more concentrated pool of qualified candidates. Our recruiters then pipeline the top 20 percent of candidates into a database separated into three levels of experience: junior, intermediate and senior. Having multiple levels of experience in our candidate pool allows us to present a robust database of prescreened candidates who are ready to connect with client opportunities. On average, Modis has experienced a 50% increase in productivity using this model, and we are pleased to pass this efficiency along to our clients.

Screening

As part of our standard process and prior to submitting candidates for consideration, Modis conducts pre-screen interviews with all candidates. During this conversation, the interviewer assesses the candidate's technical

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skills and aptitudes as they relate to the position requirements. Additionally, the recruiter determines the candidate's motivation for pursuing a new position, financial expectations and geographic limitations, as well as language proficiency and non-technical skills.

The in-person screening interview covers past and current positions, expectations and preferences. This interview specifically addresses client and project needs, both technical and soft or personality requirements. Probing questions seek detail and reveal the true depth of the candidate's skill level. The candidate must also demonstrate a commitment to take the engagement if it is offered as well as a commitment to stay on the engagement for the duration of the contract.

To determine a candidate's previous job performance, Modis checks a minimum of two (2) previous or current professional references for each contractor. These references must reveal positive remarks regarding technical skills, work habits, attendance and interpersonal skills. Since we respect an individual's need for confidentiality in securing new employment, we may rely on previous employment references rather than the current employer. At the client's request, candidate references are submitted to the client along with the resume and profile sheet. Modis' entire process is thoroughly documented at every branch location.

When required, candidates may also go through a technical assessment. Depending on the required skill sets, this may involve a current Modis contractor, who is considered an expert in the required skillset, performing a technical phone screen of the candidate to validate the candidate's technical skills. Should the skill set required for the position fall outside of the expertise of any current Modis contractors, the candidate will be vetted via IBM Kenexa Prove IT! web-based technical screening.

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Background Screening

Modis seeks to ensure that the background of the applicant is not indicative of any characteristics that may pose an unreasonable risk to our client or Modis while protecting the interests of the applicant as required by applicable state/provincial and federal law. We rely on First Advantage, our nationally contracted vendor, for our background screening program. All new Modis colleagues must submit to a background investigation, which can include reference checks, social security verification, education verification, criminal conviction record check, and, if applicable, a credit history check, sex offender registry and motor vehicle records check. The background investigation will be conducted for every contractor prior to placement, whether for the initial engagement with the City or any subsequent new project under the Agreement.

In addition, contractors will be required to undergo any additional tests that may be required, including the Charlotte-Mecklenburg Police Department's separate background check.

Client Access to Background Check Results

If the City requests a copy of the actual background check results for a contractor, our offices must contact Modis' corporate Employee Relations Department to obtain permission, as well as provide a copy of the Fair Credit Reporting Act (FCRA) User Certification Letter which our clients must sign. The signed copy is then forwarded to Modis' corporate Legal Department.

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<p><i>Describe your company's ability to provide Local Contractors, (i.e. Contractors located within a 100 mile radius of Charlotte, North Carolina).</i></p>	<p>Modis has account management teams located in 60+ markets throughout North America, with additional offices in Europe. Local account teams at each office are comprised of industry professionals who have built vast candidate and client networks in their respective markets. In addition, they are often involved in industry and local professional organizations. Our Charlotte office is comprised of 20 colleagues with a combined 50+ years of experience in the industry. These individuals will leverage their networks when sourcing local candidates for the City. Currently, we have approximately 20,000 local candidates in our database in a number of IT skillsets and have 75 contractors on billing.</p>
<p><i>Describe in detail your company's benefits (i.e. medical, dental, other insurance coverage, holiday pay, sick pay, etc.)</i></p>	<p>Modis offers a wide range of benefits to our contractors that are designed to encourage and reward healthy lifestyles. We offer an extensive benefit program, including health plans that meet the mandate requirements under the Affordable Care Act (ACA).</p> <ul style="list-style-type: none"> ◦ Non-variable associates – high deductible health plan <ul style="list-style-type: none"> • In-network and out-of-network options • Optional supplemental fixed indemnity benefits plan • Optional hospital indemnity plan • Prescription benefit plan ◦ Variable associates – preventive health medical coverage <ul style="list-style-type: none"> • Two available options

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	<ul style="list-style-type: none">• Optional supplemental fixed indemnity benefits plan• OptumRX prescription discount plan• Optional supplemental fixed benefits plan <ul style="list-style-type: none">◦ Dental◦ Vision◦ Life insurance◦ Accidental death and dismemberment◦ Short-term disability◦ Supplemental life (including spouse and child)◦ Voluntary benefits◦ Critical illness◦ Accident insurance◦ Cancer insurance◦ Legal access plans <p>Our contractors are also eligible for our 401(k) retirement plan, holiday pay, service bonus, time off to vote, bereavement leave, jury and witness duty leave, commuter benefits program and educational assistance. Associates are eligible for all benefits on the first day of the month following completion of 30 days of service, with the exception of 401(k) benefits, which are available on the first day of the quarter following three consecutive months of service.</p>
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<p><i>Describe in detail any training provided by the Service Provider to the Contractor(s).</i></p>	<p>Modis offers free online training to our contractors in a variety of technical and professional subjects. For Modis contractors, Skill Builder is a complementary web-based training program that allows contractors to acquire highly sought after skills at their own speed. With more than 3,000 courses available, contractors have plenty of options to cultivate their IT careers.</p> <p>Modis recognizes that Skill Builder may not accommodate all training needs and offers additional training and professional development to our contractors. As appropriate, we send our contractors to conferences, user group meetings and other “live” training programs to strengthen their skills. We also frequently send our contractors to specialized classes directly related to a particular client’s need.</p>
<p><i>Describe in detail how your company will comply with the Affordable Healthcare Act.</i></p>	<p>Modis provides healthcare benefit plan choices for contingent workers, including a fully compliant option that provides for minimum value and is affordable under the PPACA for full time employees. We have implemented processes to address individual and standard measurement look back periods and corresponding stability periods. We have designed IT requirements that provide for information reporting and IRS requirements for 2015.</p>
<p><i>The City requires that security measures be taken – both physical security and network security, in that the City’s information and other documents are made available only to the Service Provider and parties that the City approves. Define and demonstrate any/all security procedures that are in place in relation to the Service Provider’s proposed service(s).</i></p>	<p>At Modis, we believe that information in any format is valuable and must be protected in the same manner as other valued assets. We define information security as the protection of information and technology from threats to confidentiality, integrity, availability, utility, possession and authenticity, whether intentional or accidental. This applies to all Modis information, all types of information and anyone accessing company information. We only grant access to company information based on a demonstrated need-to-know basis. All users of company information are accountable for compliance with this information security policy</p>

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	<p>and its standards, guidelines and procedures. Guidance, direction and authority for information security within the company are centralized in the Security Support Services Function of the Information Technology Department.</p> <p>Modis takes every precaution to protect client and colleague information. All employees must use unique IDs/passwords to access data. Furthermore, all employees are kept up-to-date on our security and privacy practices. To further protect the information you share with us, Modis has security systems such as leading firewall technologies, logical network segmentation, and logical and physical security restrictions to our databases and systems that are housed in secured data centers in Smyrna and Atlanta, Georgia. We utilize security standard 128-bit SSL encryption to protect sensitive Internet data.</p>
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SERVICE PROVIDER CONTRACTOR INFORMATION (FORM 9)

Please refer to the following page for Modis' completed form.



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REQUIRED FORM 9 – SERVICE PROVIDER CONTRACTOR INFORMATION

RFP # 269-2015-060

IT Contract Professional Services

For each of the Category Descriptions listed in Section 3.3.3. of this RFP that your company intends to deliver Contractors to the City for, specify the following historical information regarding your company’s ability to provide those Contractors from the period of January 2013 through June 2015:

Historical Contractor Info (2013-2015)	Business Analyst	Project Manager	Application Specialist	Testing Specialist	Technical Writer	Training Specialist	Network Engineer	System Admin	Database Admin	Security Engineer	Technician
Total # placed in Charlotte area	100	77	71	25	3	2	52	16	26	10	237
Number of Local Contractors	55	65	51	9	3	2	42	16	24	9	175
Number of non-Local Contractors	45	12	20	16	0	0	10	0	2	1	62
Average length of assignment	9 months	12 + months	12+ months	9 months	6 months	6 months	6-9 months	6-9 months	12 months	9 months	9-12 months
Number hired by your clients	20	6	19	8	3	2	10	3	7	1	51

Section 6 Required Forms

For each of the Category Descriptions listed in Section 3.3.3. of this RFP that your company intends to deliver Contractors to the City for, specify the following current information regarding your company's ability to provide those Contractors:

Current Contractor Info	Business Analyst	Project Manager	Application Specialist	Testing Specialist	Technical Writer	Training Specialist	Network Engineer	System Admin	Database Admin	Security Engineer	Technician
Total Number Available	1,000+	1,000+	1,000+	1,000+	505	98	1,000+	1,000+	1,000+	841	1,000+
Number of Local Contractors	141	180	166	72	19	12	108	64	83	43	121
Number of non-Local Contractors	1,000+	1,000+	1,000+	1,000+	486	86	1,000+	1,000+	1,000+	798	1,000+



REFERENCES (FORM 10)

Please refer to the following page for Modis' completed form.



Section 6
Required Forms

REQUIRED FORM 10 – REFERENCES

RFP # 269-2015-060

IT Contract Professional Services

REFERENCE 1:

Name of Client: County of Mecklenburg **Phone:** 704-336-7600

Address: 3205 Freedom Drive, Charlotte, NC 28208

Primary Contact: Bill Battaile **Title:** Enterprise Project Manager

Phone: 704-621-6484 **E-mail address:** William.Battaile@mecklenburgcountync.gov

Service Dates: 2002 – Present for account; 2013 – 2015 for reference

Job Category(ies) (see Section 3.3.) placed by Service Provider: Senior Project Manager

Assignment scope:

3 Project Manager resources placed to help implement an E-Procurement system for the County's Procurement Department. Assignment length of approx. 12 – 18 months for each resource.

REFERENCE 2:

Name of Client Lennar **Phone:** 305.559.4000

Address: 700 Northwest 107th Avenue, Miami, FL

Primary Contact: Steve Smith **Title:** Chief Technology Officer

Phone: 305.559.4000 **E-mail address:**

Service Dates: 2012 - Present

Job Category(ies) (see Section 3.3.) placed by Service Provider: PM, BA, Network Engineer, Technician, Applications Specialist,

Assignment scope: Over the course of 3 years, Modis helped to build out Lennar's IT Team including, but not limited to: Network Operations Center Team (NOC) – including Database Administrator
Network Engineers, Admins, and Technicians; ServiceNow Implementation – including PMs and Bas; New Site Location (Home Building Sites) Infrastructure – including PMs, BAs, and Network / Telecom Engineers; Data Warehouse and BI Projects – including Database Developers, Administrators, and Applications Specialists

Section 6 Required Forms

REFERENCE 3:

Name of Client: City of Phoenix **Phone:** 602.261.8481
Address: 251 West Washington Street, 6th Floor, Phoenix, Arizona 85003
Primary Contact: Gloria Elliott **Title:** IT Director
Phone: 602.261.8481 **E-mail address:** gloria.elliott@phoenix.gov
Service Dates: September 2011-Present
Job Category(ies) (see Section 3.3.) placed by Service Provider: _____
Assignment scope: _____

REFERENCE 4:

Name of Client: City of Encinitas **Phone:** 760.633.2661
Address: 505 S. Vulcan Avenue, Encinitas, CA 92024
Primary Contact: Maureen Salmon **Title:** IT Project Manager
Phone: 760.633.2661 **E-mail address:** msalmon@cityofencinitas.org
Service Dates: 9/8/2014-Present
Job Category(ies) (see Section 3.3.) placed by Service Provider: Technicians
Assignment scope: Helpdesk duties including design, configuration, implementation, repair, and troubleshooting of computer equipment

Section 6
Required Forms

REFERENCE 5:

Name of Client: City of Palo Alto **Phone:** 650.329.2604

Address: 250 Hamilton Ave, Palo Alto, CA 94301

Primary Contact: Thomas Fehrenbach **Title:** Economic Development Manager

Phone: 650.329.2604 **E-mail address:** thomas.fehrenbach@cityofpaloalto.org

Service Dates: December 2012 - Present

Job Category(ies) (see Section 3.3.) placed by Service Provider: _____

Assignment scope: _____



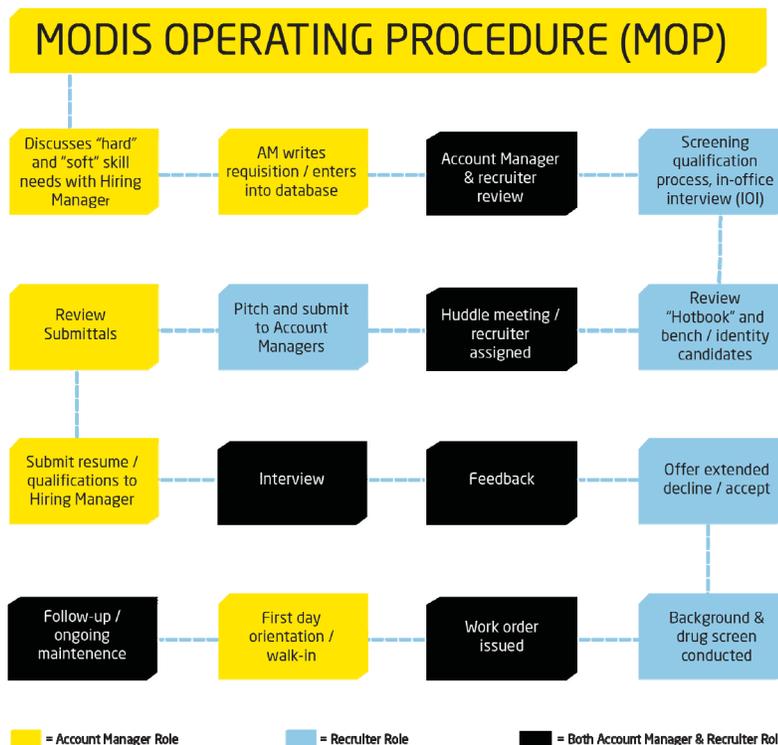
CCPA PLAN: ATTACHMENT # 1

Proposals must include in detail how the Service Provider plans to service all Participating Public Agencies as it relates to the CCPA. Currently the CCPA has approximately 225 registered Participating Public Agencies in California, Georgia, Michigan, North Carolina, South Carolina, Tennessee, Virginia and West Virginia. Please address the following in your Proposal as CCPA Plan: Attachment #1:

- A. Ability to provide the Services to any Participating Public Agencies in the contiguous forty-eight (48) states and the ability to deliver the Services in Alaska and Hawaii; and

Modis maintains a branch network throughout the United States that services the IT staffing services and solutions needs of our clients in the lower 48. At this time, we do not provide coverage in Alaska and Hawaii. Once the City's dedicated Modis point of contact / account manager is notified of a need outside of the Charlotte area, they will coordinate with Modis' nearest branch to deliver services to the respective CCPA agency. The CCPA agency will be assigned a dedicated point of contact in the area and will benefit from the expertise and knowledge of a local recruiting team. Each branch operates according to company best practices and is audited for compliance with our standard operating procedure. The Modis Operating Procedure (MOP) delivers a common framework all Modis branches use to provide our clients with uniform levels of excellence. It enables our account teams dedicated to major clients to leverage the combined assets of our extensive recruiting network and COSMOS database to manage all account activity.

The MOP establishes a series of service checkpoints and follow-ups for each account and individual resource, while ensuring management involvement and built-in reporting processes. The implementation of MOP has provided our clients with a consistent level of service, resource quality, and responsiveness. We would be happy to share the entire process with you at your convenience, but the following diagram depicts the frame of the process.





B. Address if the Service Provider has a national sales force, dealer network or distributor with the ability to serve Participating Public Agencies in all fifty (50) states.

At the current time, Modis only provides services to clients located within the contiguous United States, Canada and select markets in Europe.

Proposals must include in detail how the Service Provider will monitor and report all spend by the City and Participating Public Agencies to the City for auditing purposes as CCPA Plan: Attachment #1.

It is a standard practice of Modis to add value through the provision of timely management information and performance metrics at regularly agreed intervals (typically monthly and quarterly). The use of technology provides operational efficiencies, speed of processing and cost savings, and is the preferred method used in our major client relationships.

We would be delighted to produce any required reports, statistical or data analysis you may periodically require, both in writing and electronically. Any report required by the City can be supplied or developed if not already available. Furthermore, our team will work closely with the City to provide timely reports to meet changing needs.

Some examples of typical reports we provide are as follows:

Account Status Reports	Performance Reports
Status with live vacancies	Responsiveness to requirements (%)
Pay/bill-rate/margin information	Ratio of resume submissions to requirements
Performance by location	Ratio of Resume to Interview
Invoice Accuracy and Status	Ratio of Interview to Offer
Performance against service level agreement	Ratio of Offer to Placement
Contractor placements per month/quarter/annum	Order Fill Rate Ratio
Monthly, Quarterly, Annual spend	Lead Time to Fill Orders
Usage Trends	Reason for Offers being declined
Activity Reports	Spend / billing
Consultant Reports	
Retention	Length of Assignment
Attendance/Punctuality	Skills Required/Utilized
Quality/Productivity of Consultant	

The City will post all awarded contracts on the CCPA website, along with the respective vendor information. Please address the following in your Proposal in CCPA Plan: Attachment #1:

A. Whether your company will allow the City to utilize your organization’s logo on the CCPA website;





Modis grants the City permission to utilize our organization's logo on the CCPA website.

B. Whether your company is willing to advertise the CCPA logo and website on your organization's website; and

Modis is willing to advertise the CCPA logo and website on our website, as needed.

C. Detail how you plan to market the resulting Contract.

Our recruitment teams across the country use a combination of recruiting strategies, including networking, technology, the Internet, referrals and identification of passive candidates to locate the best talent in the market. Some of those sources include:

- Associate referrals and referral campaigns
- Client referrals
- Passive recruiting/cold calling
- Mobile Recruiting & Social Media (LinkedIn, Twitter, Facebook, Google+ and other applicable social media platforms)
- Internet job postings on paid job boards and Modis' website
- Modis' Mobility Program – connecting clients with H1B talent, while alleviated the burden of sponsorship
- Job fairs and open houses
- Outplacement services
- College career centers
- Networking through professional organizations, including bilingual and minority organizations
- Community resources
- Source recruiting
- State job services





EXCEPTIONS

Exceptions must be submitted in accordance with Section 1.6.13. of this RFP. If exceptions are not identified in your Proposal they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample City Contract prior to signature, reviews must be completed before your Proposal is submitted.

Please refer to the following pages for redline changes proposed by our Corporate Legal Department.



Section 7, Exhibit A Sample Contract

EXHIBIT A – SAMPLE CITY CONTRACT

As used in this Section of the RFP, the term “Contract” shall refer to the agreement entered into between the City and the successful Service Provider, and the term “Company” shall refer to [Modis, Inc.](#), the successful Service Provider.

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # 269-2015-060) for [temporary](#) IT Contract Professional Services dated June 10, 2015. This Request for Proposals together with all attachments and addenda, is referred to herein as the “RFP”; and

WHEREAS, the City desires that the Company provide certain [temporary](#) IT Contract Professional Services (“Services”), and the Company desires to provide such Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced Services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to COMPANY NAME in the Exhibits and Appendices shall be deemed to mean the Company.

- 1.1. EXHIBIT A: PRICE SCHEDULE
- 1.2. EXHIBIT B: SCOPE OF WORK

2. DEFINITIONS.

This section shall include, but not be limited to, all terms defined in Section 1 of the RFP.

3. DESCRIPTION OF SERVICES.

- 3.1. The Company shall be responsible for providing the Services described in Exhibit B attached to this Contract and incorporated herein by reference. Without limiting the foregoing, the Company will perform the Services and meet the requirements as set forth in Exhibit B. However, the Company shall not be responsible for tasks specifically assigned to the City in this Contract or in Exhibit B.
- 3.2. The Company shall perform the Services on site at the City’s facility in Charlotte, North Carolina, except as mutually agreed upon in writing in specific instances by the City.

4. COMPENSATION.

- 4.1. TOTAL FEES AND CHARGES.
The City agrees to pay the Company on a time and materials basis. The City agrees to pay the Company for the Services at the hourly rates set forth in Exhibit A, which shall remain firm for the duration of the Contract. These rates constitute the

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Section 7, Exhibit A Sample Contract

maximum total fees and charges payable to the Company under this Contract including Expenses and will not be increased except by a written instrument duly executed by both parties.

4.2. EXPENSES.

4.2.1. The Company shall not be entitled to charge the City for any travel, mileage, meals, materials, training, or other costs or expenses associated with this Contract, except in cases where prior written approval has been obtained from the City Point of Contact for the respective Supplement Agreement.

4.2.2. In cases where prior written approval of expenses has been obtained from the City Point of Contact for the respective Supplement Agreement, the following language shall apply:

As used in this Contract, the term "Expenses" shall mean the following expenses which are actually incurred by employees of the Company or its subcontractors who live outside of a 100 mile radius of Charlotte, North Carolina and who travel to Charlotte in the performance of the Services, when such travel would not otherwise have been necessary for the performance of this Contract:

- Lodging at a local hotel.
- A per diem meals reimbursement of \$40 per day.
- Long distance calls made by employees of Company while in Charlotte, if a given call is necessary for performance of the Services detailed in this Contract.
- Parking, tolls, or rental car.
- Travel costs to and from the City.

For Company or subcontractors and employees who stay in Charlotte over extended time periods, the Company will rent an apartment in the City if doing so proves to be more economical on a monthly average. Otherwise, the Company will attempt to obtain accommodations at the same rates as those applicable for federal government employees. The Company will attempt to minimize travel costs by obtaining the lowest fares reasonably practicable under the circumstances.

Each invoice for Expenses shall itemize in detail and provide documentation for all Expenses for which the Company seeks reimbursement. The parties acknowledge that the Expenses apply only to the Services covered by this Contract, and that the Company shall not be permitted to charge the City for Expenses related to services not performed under this Contract. The City shall not be required to pay for Expenses that are not reasonable.

4.3. EMPLOYMENT TAXES AND EMPLOYEE BENEFITS.

The Company represents and warrants that the employees provided by the Company to perform the Services ("Consultants") are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Consultant. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions that are required by law

Section 7, Exhibit A Sample Contract

for each Consultant. The Company agrees that the Consultants are not employees of the City.

4.4. INVOICES.

4.4.1. Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. All invoices must include the City purchase order number for purchases made under the Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.

4.4.2. The Company shall email all invoices to cocap@charlottenc.gov with Accounts Payable (or AP) in the subject line.

Invoices that are addressed directly to City departments and not to Accounts Payable may not be handled as quickly as invoices that are addressed correctly.

4.5. DUE DATE OF INVOICES.

Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.

4.6. PRE-CONTRACT COSTS.

The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date of this Contract.

4.7. AUDIT.

During the term of this Contract and for a period of one (1) year after termination of this Contract, the City shall have the right to audit, upon reasonable written notice and during regular business hours, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

5. RECORDS.

The Company shall be responsible for keeping a record that accurately states the type of Service performed and the number of hours worked by the Company. The City shall have the right to audit the Company's invoices, expense reports and other documents relating to the Services performed under the Contract, and shall not be required to pay for Services which did not occur, or which occurred in breach of the Contract. The Company shall make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday, ~~whenever requested~~ upon reasonable written notice -by from the City.

6. TIME IS OF THE ESSENCE.

Time is of the essence in having the Company perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit A, including all completion dates, response times and resolution times (the "Completion Dates"). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All

Section 7, Exhibit A Sample Contract

references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.

7. NON-APPROPRIATION OF FUNDS.

If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

8. COMPANY PROJECT MANAGER.

The duties of the Company Project Manager include, but are not limited to:

- 8.1. Coordination of Project schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;
- 8.2. Management of the overall Project by monitoring and reporting on the status of the Project and actual versus projected progress, and by consulting with the City's Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;
- 8.3. Provision of consultation and advice to the City on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's normal implementation staff;
- 8.4. Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;
- 8.5. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;
- 8.6. Communication among and between the City and the Company's staff;
- 8.7. Promptly responding to the City Project Manager when consulted in writing or by E-mail with respect to Project deviations and necessary documentation;
- 8.8. Identifying and providing the City with timely written notice of all issues that may threaten the Company's Services in the manner contemplated by the Contract (with "timely" meaning immediately after the Company becomes aware of them);
- 8.9. Ensuring that adequate quality assurance procedures are in place through the Project; and
- 8.10. Meeting with other service providers working on City projects that relate to this effort as necessary to resolve problems and coordinate the Services.

9. CITY PROJECT MANAGER.

The duties of the City Project Manager are to (1) ensure that the Company delivers all requirements and specifications in the Contract; (2) coordinate the City's resource assignment as required to fulfill the City's obligations pursuant to the Contract; (3) promptly respond to the Company Project Manager when consulted in writing or by E-mail with respect to project issues; and (4) act as the City's point of contact for all aspects of the Project including contract administration and coordination of communication with the City's staff. The City

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Sample Contract

shall be allowed to change staffing for the City Project Manager position on one (1) business day's notice to the Company.

10. PROGRESS REPORTS.

The Company shall prepare and submit to the City bi-weekly (or at such other times as may be agreed in Exhibit A) written progress reports, which accomplish each of the following:

- 10.1. Update the project schedule set forth in Exhibit A, indicating progress for each task and Deliverable.
- 10.2. Identify all information, personnel, equipment, facilities and resources of the City that will be required for the Company to perform the Services for the subsequent month.
- 10.3. Identify and report the status of all tasks and Deliverables that have fallen behind schedule.
- 10.4. Identify and summarize all risks and problems identified by the Company, which may affect the performance of the Services.
- 10.5. For each risk and problem, identify the action and person(s) responsible for mitigating the risk and resolving the problem.
- 10.6. For each risk and problem identified, state the impact on the project schedule.

11. DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.

The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City's personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel or facilities other than those that Exhibit A specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

12. COMPANY PERSONNEL REMOVAL, REPLACEMENT, PROMOTION, ETC.

- 12.1. The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the City in writing. The Company will replace any personnel that leave the Project, with persons having at least equivalent qualifications who are approved by the City in writing.

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12.2. As used in this Contract, the “personnel” includes all staff provided by the Company or its subcontractors.

13. BACKGROUND CHECKS.

Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the “Background Checks”). Each Background Check must include: (a) the person’s criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a reference check.

After starting work under this Contract, the Company is required to perform a Background Check for each new Company employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Company undertakes a new project under this Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each Company employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.

If a person’s duties under this Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

- If the job duties require driving: A motor vehicle records check.
- If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.
- If job duties include entering a private household or interaction with children: A sexual offender registry check.

The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

14. ACCEPTANCE OF TASKS AND DELIVERABLES.

Within a reasonable time after a particular Deliverable has been completed (or such specific time as may be set forth in Exhibit A), the Company shall submit a written notice to the City’s Project Manager stating the Deliverable(s) that have been met. This notice shall include a signature page for sign-off by the City Project Manager indicating acceptance of such Deliverable(s).

If the City Project Manager is not satisfied that the Deliverable(s) have been met, a notice of rejection (a “Rejection Notice”) shall be submitted to the Company by the City Project Manager that specifies the nature and scope of the deficiencies that the City wants corrected. Upon receipt of a Rejection Notice, the Company shall: (a) act diligently and promptly to correct all deficiencies identified in the Rejection Notice, and (b) immediately upon completing such corrections give the City a written, dated certification that all deficiencies have been corrected (the “Certification”). In the event the Company fails to correct all

Section 7, Exhibit A Sample Contract

deficiencies identified in the Rejection Notice and provide a Certification within thirty- (30) days after receipt of the Rejection Notice, the City shall be entitled to terminate this Contract for default without further obligation to the Company and without obligation to pay for the defective work.

Upon receipt of the corrected Deliverable(s), or a Certification, whichever is later, the above-described Acceptance procedure shall recommence. The City shall not be obligated to allow the Company to recommence curative action with respect to any deficiency previously identified in a Rejection Notice, or more than once for any given Deliverable (and shall be entitled to terminate this Contract for default if the Company does not meet this time frame).

15. NON-EXCLUSIVITY.

The Company acknowledges that it is one of several providers of Professional Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.

16. EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS.

Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date.

17. REPRESENTATIONS AND WARRANTIES OF COMPANY.

17.1. GENERAL WARRANTIES.

- 17.1.1. The Services shall satisfy all requirements set forth in the Contract, including but not limited to the attached Exhibits;
- 17.1.2. The Services provided by the Company under the Contract will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party;
- 17.1.3. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under the Contract by virtue of interruptions in the computer systems used by the Company;
- 17.1.4. All Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest-prevailing industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 17.1.5. Neither the Services, nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
- 17.1.6. The Company and each Consultant provided by the Company to the City shall have the qualifications, skills and experience necessary to perform the Services described or referenced in Exhibit B;
- 17.1.7. All information provided by the Company about each Consultant is accurate; and
- 17.1.8. Each Consultant is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such Consultant.

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17.2. **ADDITIONAL WARRANTIES.**

The Company further represents and warrants that:

- 17.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
- 17.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 17.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;
- 17.2.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 17.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 17.2.6. The performance of this Contract by the Company and each Consultant provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

18. OTHER OBLIGATIONS OF THE COMPANY.

18.1. **WORK ON CITY'S PREMISES.**

The Company and all Consultants will, whenever on the City's premises, obey all instructions and City policies that are provided to them with respect to performing Services on the City's premises.

18.2. **RESPECTFUL AND COURTEOUS BEHAVIOR.**

The Company shall assure that its employees interact with City employees and with the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.

18.3. **REPAIR OR REPLACEMENT OF DAMAGE EQUIPMENT OR FACILITIES.**

In the event that the Company causes damage to the City's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Company's action.

18.4. **REGENERATION OF LOST OR DAMAGED DATA.**

With respect to any data that the Company or any Consultants have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.

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19. REMEDIES.

19.1. RIGHT TO COVER.

If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:

- a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
- b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the services exceed the amount due the Company, collect the amount due from the Company.

19.2. RIGHT TO WITHHOLD PAYMENT.

If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.

19.3. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.

The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches the Contract.

19.4. SETOFF.

Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.

19.5. OTHER REMEDIES.

Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

20. TERM AND TERMINATION OF CONTRACT.

20.1. TERM.

This Contract shall commence on the Effective Date and shall continue in effect for three (3) years with the City having the unilateral right to renew for two (2) consecutive one (1) year terms.

20.2. TERMINATION ~~BY THE CITY.~~

~~The City~~Either party may terminate the Contract at any time without cause by giving thirty (30) days prior written notice to the ~~other party~~Company. As soon as practicable after receipt of a written notice of termination without cause, Company shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. The forgoing payment obligation is contingent upon: (i) the Company

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having fully complied with Section 20.8; and (ii) the Company having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered by each Consultant through the termination date and the percentage of completion of each task.

20.3. **TERMINATION FOR DEFAULT BY EITHER PARTY.**

By giving written notice to the other party, either party may terminate the Contract upon the occurrence of one or more of the following events:

- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in the Contract, provided that, unless otherwise stated in the Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- b. The other party attempts to assign, terminate or cancel the Contract contrary to the terms hereof; or
- c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of the Contract and shall state the party's intent to terminate the Contract if the default is not cured within the specified period.

Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Company for default, the Company shall continue to perform the Services required by this Contract for the lesser of: (i) six (6) months after the date the City receives the Company's written termination notice; or (ii) the date on which the City completes its transition to a new Service Provider.

20.4. **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.**

By giving written notice to the Company, the City may also terminate the Contract upon the occurrence of one or more of the following events (which shall each constitute separate grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- a. Failure of the Company to complete a particular task by the completion date set forth in this Contract;
- b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of the Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as

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required by the Contract, or failure to provide the proof of insurance as required by the Contract.

- 20.5. **NO SUSPENSION.**
In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in the Contract, the Company agrees that it will not terminate the Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 20.6. **CANCELLATION OF ORDERS AND SUBCONTRACTS.**
In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination.
- 20.7. **AUTHORITY TO TERMINATE.**
The following persons are authorized to terminate this Contract on behalf of the City: the City Manager, or any designee of the City Manager.
- 20.8. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.**
Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all computer programs, files, documentation, media, related material and any other material and equipment that is owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information", as defined in this Contract.
- 20.9. **NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS.**
Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 20.10. **OTHER REMEDIES.**
The remedies set forth in this Section and **Section 19** shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.
- 21. TRANSITION SERVICES UPON TERMINATION.**
Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to shift the Services of the Company to another provider or to the City itself as described below (the

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“Transition Services”). Transition Services may include but shall not be limited to the following:

- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
- Notifying all affected service providers and subcontractors of the Company;
- Performing the Transition Service Plan activities;
- Answering questions regarding the Services on an as-needed basis; and
- Providing such other reasonable services needed to effectuate an orderly transition to a new service provider.

22. CHANGES.

In the event changes to the Services (collectively “Changes”), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a “Change Statement”). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party’s Project Manager a proposed Change Statement. If the receiving party does not accept the Change Statement in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Statement. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the City may require execution by the City Manager or a designee depending on the amount. Some increases may also require approval by Charlotte City Council.

23. CITY OWNERSHIP OF WORK PRODUCT.

23.1. The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the “Intellectual Property”). Upon full payment, the Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City’s rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.

23.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes

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without the City's prior written consent, and shall treat the Intellectual Property as "Confidential Information" pursuant to Section 28 of the Contract.

- 23.3. The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by the Contract.

24. LICENSING.

The Company shall provide copies of all valid licenses and certificates required for performance of the Services. The copies shall be delivered to the City no later than ten (10) days after the Company receives the notice of award from the City. Current copies of licenses and certificates shall be provided to the City within twenty-four (24) hours of demand at any time during the Contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following: 1) a business license valid in North Carolina; 2) any additional licenses pertaining to or that may be required to be held by field professionals participating in the contract work.

Failure to obtain a valid Charlotte Business License within thirty (30) days of receiving contract award notification will result in garnishment by the Tax Office from any payments made to the Company.

25. RELATIONSHIP OF THE PARTIES.

The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Consultant an agent or employee of the County, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

26. INDEMNIFICATION AND LIMITATION OF LIABILITY.

To the fullest extent permitted by law, excluding any and all claims arising from the negligent acts or omissions of the City and its affiliates, subsidiaries, officers, employees, and agents, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a direct result of any third party claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) to the extent arising from the Company's failure to perform its obligations under this Contract, or from any act of ~~negligence~~ negligent act or omission or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or tangible property damage ~~or destruction to any property, real or personal, tangible or intangible;~~ (iv) ~~arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like.~~ For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and

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independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

Notwithstanding the foregoing, Company shall not be responsible for or liable to City for any infringement of a third party's intellectual or other property right arising out of (i) Company's adherence to City's specific written instructions; (ii) modifications, enhancements or alterations of materials delivered hereunder not produced by Company, Company makes no warranty whatsoever concerning, and shall bear no liability related to, any third party software, hardware or documentation. If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Company shall promptly refund to the City all amounts paid under this Contract.

IN NO EVENT SHALL EITHER PARTY BE LIABLE IN ANY MANNER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EXPRESSLY EXCLUDING CLAIMS BASED ON ITS BREACH OF CONFIDENTIALITY OBLIGATIONS, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS. FURTHER IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM OR LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID TO COMPANY FOR THE PROVISION OF SERVICES HEREUNDER.

This **Section 26** shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

27. SUBCONTRACTING.

Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations that it is required to perform under the Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

28. CONFIDENTIAL INFORMATION.

28.1. CONFIDENTIAL INFORMATION.

Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

28.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

28.1.2. *Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."*

28.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*

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- 28.1.4. *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168.* This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.
 - 28.1.5. *Citizen or employee social security numbers collected by the City.*
 - 28.1.6. *Computer security information of the City,* including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
 - 28.1.7. *Local tax records of the City that contains information about a taxpayer's income or receipts.*
 - 28.1.8. *Any attorney / City privileged information disclosed by either party.*
 - 28.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
 - 28.1.10. *The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*
 - 28.1.11. *Building plans of city-owned buildings or structures, as well as any detailed security plans.*
 - 28.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility services.*
 - 28.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories 28.1.3 through 28.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

28.2. RESTRICTIONS.

The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 28.2.1. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.
- 28.2.2. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.

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- 28.2.3. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 28.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
- 28.2.5. The Company shall use ~~reasonable~~^{its best} efforts to enforce the proprietary rights of the City and the City's vendors, licensors and suppliers (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by this Contract.
- 28.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 28.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 28.3. **EXCEPTIONS.**
The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:
- 28.3.1. Was already known to the Company prior to being disclosed by the disclosing party;
- 28.3.2. Was or becomes publicly known through no wrongful act of the Company;
- 28.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;
- 28.3.4. Was used or disclosed by the Company with the prior written authorization of the City;
- 28.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;
- 28.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.
- 28.4. **UNINTENTIONAL DISCLOSURE.**
Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.

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28.5. REMEDIES.

The Company acknowledges that the unauthorized disclosure of the Confidential Information of the City will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

29. INSURANCE.

29.1. TYPES OF INSURANCE.

Company shall obtain and maintain during the life of this Contract, with an insurance Company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:

29.1.1. Automobile Liability - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.

29.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for ~~products, operations, personal~~ and advertising injury liability and contractual liability, assumed under the indemnity provision of this Contract.

29.1.3. Professional Liability - Professional Liability as shall protect the Company and Company's employees for negligent acts, errors or omissions in performing the services under this contract. Network Security and Privacy Liability as shall protect the Company and its employees from claims alleging from the failure: (1) to provide adequate electronic or physical security to safeguard against the theft, loss or other threat to confidential information; or, (2) to protect information of the City of Charlotte in any format. This policy shall be specific to the performance of this Contract and shall provide combined single limit each occurrence/aggregate of \$3,000,000. Policy will include acts of rogue employees and have a retroactive date of no later than the first date services under this contract are to be performed

29.1.4. Workers' Compensation and Employers Liability - meeting the statutory requirements of the State of North Carolina, \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

The Company shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

29.2. OTHER INSURANCE REQUIREMENTS.

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- 29.2.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.
- 29.2.2. City of Charlotte shall be named as an additional insured with respect to the Services performed under this Agreement, including defense costs but excluding the proportionate share of negligence of such additional insured for operations or services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.
- 29.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.
- 29.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.
- 29.2.5. If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

30. COMMERCIAL NON-DISCRIMINATION.

The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). As a condition of entering into this Contract the Company agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, sexual orientation, ethnicity, age, disability, or political affiliation in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five (5) years, including the total dollar amount paid by Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment

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affidavits detailing the amounts paid by Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination or disqualification of the Company from participating in City contracts and other sanctions.

31. DRUG-FREE WORKPLACE.

The Company shall provide a drug-free workplace during the performance of this Contract. This obligation is met by:

- 31.1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Company's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- 31.2. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 31.3. Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in (a) Section 31.1, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- 31.4. Notifying the City within ten days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction;
- 31.5. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of drug crime;
- 31.6. Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- 31.7. Requiring any party to which it subcontracts any portion of the Services under the Contract to comply with the provisions of 31.1 through 31.6.

Failure to comply with the above drug-free workplace requirements during the performance of the Contract shall be grounds for suspension, termination or debarment.

32. NOTICES AND PRINCIPAL CONTACTS.

Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the Company:

Justin Meharg
Modis, Inc.
227 W Trade St Ste 400
Charlotte, NC 28202

PHONE: _____
FAX: _____

For the City:

Kay Elmore
City of Charlotte
Procurement Management Division
600 East Fourth Street, CMGC 9th Floor
Charlotte, NC 28202-2850

PHONE: 704-336-2524
FAX: 704-336-2258

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E-MAIL: _____ kelmore@ci.charlotte.nc.us

<u>With Copy To (Company):</u>	<u>With Copy To (City):</u>
Modis, Inc.	Cindy White
Attention: General Counsel	City of Charlotte
10151 Deerwood Park Blvd.	City Attorney's Office
Building 200, Suite 400	600 East Fourth Street
Jacksonville, FL 32256	CMGC 15 th Floor
	Charlotte, NC 28202
PHONE: _____	PHONE: (704)336-3012
EMAIL: _____	cwhite@ci.charlotte.nc.us

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice, which is sent by telefax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

33. MISCELLANEOUS.

33.1. ENTIRE AGREEMENT.

This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.

33.2. AMENDMENT.

No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.

33.3. GOVERNING LAW AND JURISDICTION.

The parties acknowledge that this Contract is made and entered into in ~~Charlotte, the State of~~ North Carolina, and will be performed in ~~Charlotte, the State of~~ North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in ~~Mecklenburg County, the State of~~ North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in ~~Mecklenburg County, the State of~~ North Carolina.

33.4. BINDING NATURE AND ASSIGNMENT.

This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations thereunder without the

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Section 7, Exhibit A Sample Contract

prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

33.5. **CITY NOT LIABLE FOR DELAYS.**

It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder caused by injunction or other legal or equitable proceedings or on account of any other delay for any cause beyond the City's reasonable control. The City shall not be liable under any circumstances for lost profits or any other consequential, special or indirect damages.

33.6. **FORCE MAJEURE.**

33.6.1. The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.

33.6.2. Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

33.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Contract.

33.6.4. Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.

33.7. **SEVERABILITY.**

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

Section 7, Exhibit A

Sample Contract

- 33.8. **NO PUBLICITY.**
No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City.
- 33.9. **APPROVALS.**
All approvals or consents required under this Contract must be in writing.
- 33.10. **WAIVER.**
No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 33.11. **SURVIVAL OF PROVISIONS.**
The following sections of this Contract shall survive the termination hereof:
Section 4.3 "Employment Taxes and Employee Benefits"
Section 17 "Representations and Warranties of Company"
Section 20 "Term and Termination of Contract"
Section 23 "City Ownership of Work Product"
Section 26 "Indemnification"
Section 28 "Confidential Information"
Section 29 "Insurance"
Section 32 "Notices and Principal Contacts"
Section 33 "Miscellaneous"
- 33.12. **CHANGE IN CONTROL.**
In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 33.13. **DRAFTER'S PROTECTION.**
Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 33.14. **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.**
The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding

Section 7, Exhibit A

Sample Contract

employment practices. Such laws will include, but shall not be limited to, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.

33.15. **CONFLICT OF INTEREST.**

The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed under the Contract.

33.16. **NO BRIBERY.**

The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.

33.17. **HARASSMENT.**

The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.

33.18. **TRAVEL UPGRADES.**

The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract unless this Contract specifically requires reimbursement. If this Contract requires reimbursement by the City: (a) the City will only pay coach/economy rate airline fares, and (b) the Company's invoices shall include sufficient detail of travel expenses to demonstrate that fares were at coach/economy rates. Notwithstanding the forgoing, nothing in this provision shall preclude complimentary upgrades to first class or business class seating, mileage, points, or credits based upgrades, or upgrades paid for by the contractor so long as the City is not charged for or asked to reimburse the upgrade charge or the value of the miles, points, or credits used.

33.19. **TAXES.**

Except as specifically stated elsewhere in this Contract, the Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.

33.20. **COUNTERPARTS.**

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

Section 7, Exhibit B
Sample Request for Resumes Notification

EXHIBIT B – SAMPLE REQUEST FOR RESUMES NOTIFICATION

Request ID: 000

The City of Charlotte is seeking resumes from _____ to fill a temporary position for a _____ . This request is being sent to all companies identified as being able to provide this type of Contractor under the City's technology umbrella contracts.

DO NOT REPLY TO THIS SYSTEM GENERATED E-MAIL - You must provide resumes for suitable candidates to _____@CI.CHARLOTTE.NC.US by 00/00/0000 12:00:00 AM to be considered.

The City's job description for a _____ is as follows:

ASSIGNMENT CONTACT INFORMATION:

CITY DEPARTMENT:

CITY CONTACT NAME:

CITY CONTACT PHONE:

CITY CONTACT E-MAIL:

REASON FOR ASSIGNMENT:

JOB CATEGORY:

JOB TITLE:

START DATE: 00/00/0000 12:00:00 AM

END DATE: 00/00/0000 12:00:00 AM

TOTAL HOURS: _____

LUNCH PERIOD:

PHYSICAL LOCATION:

PARKING:

Section 7, Exhibit B
Sample Request for Resumes Notification

ASSIGNMENT TYPE:

ASSIGNMENT REQUIREMENTS:

GENERAL TECHNICAL SKILLS:

DESIRED SKILLS AND EXPERIENCE:

REQUIRED SOFTWARE SPECIFIC SKILLS:

SPECIAL JOB INSTRUCTIONS:

Section 7, Exhibit C

Sample IT Contractor Services Supplement Agreement

EXHIBIT C – SAMPLE IT CONTRACTOR SERVICES SUPPLEMENT

IT CONTRACTOR SERVICES SUPPLEMENT#0000

This IT Contractor Services Agreement is made by and between the City of Charlotte (the "City") and _____ (the "Company").

1. PURPOSE.

This document is a Supplement to the Agreement to provide Information Technology Contract Professional Services (the "Agreement") and is incorporated into and made part of the Agreement # _____. This document specifies the IT Contractor, duration of engagement, the work to be performed, hourly rate and other matters.

2. TECHNICAL COORDINATORS.

For The Company:

Vendor Contact Name:

Vendor Contact Title:

Vendor Contact Phone:

Vendor Contact Fax:

Vendor Contact Email

For The City:

City Contact Name:

City Contact Department:

City Contact Phone:

City Contact Email:

Section 7, Exhibit C

Sample IT Contractor Services Supplement Agreement

3. PLACE OF PERFORMANCE.

The IT Contractor will be located at (ADDRESS FIELD) in Charlotte, NC.

4. TIMEFRAME.

Assignment Start Date:

Assignment End Date:

5. PERSONNEL ASSIGNED TO PERFORM THE SERVICES.

Temporary Employee Name:

6. ALLOCATED FUNDING.

Hourly Billing Rate: \$00.00

Total Authorized Hours: 0

Not To Exceed Dollar Amount: \$00.00

7. INVOICING.

Each Invoice must contain the following information accompanied by a copy of the appropriate timesheet:

- Temporary Employee Name:
- Hourly Billing Rate:
- Number of hours being billed:
- Contract Number:
- City Contact Name:
- City Contact Department:
- City Purchase Order Number:

Submit invoices for payment using **one** of the following options:

Option 1 – Email invoices to cocap@ci.charlotte.nc.us.

Option 2 – Mail invoices to our P.O. Box:

City of Charlotte AP
Attn: Department
P.O. Box 37979
Charlotte, NC 28237-7979

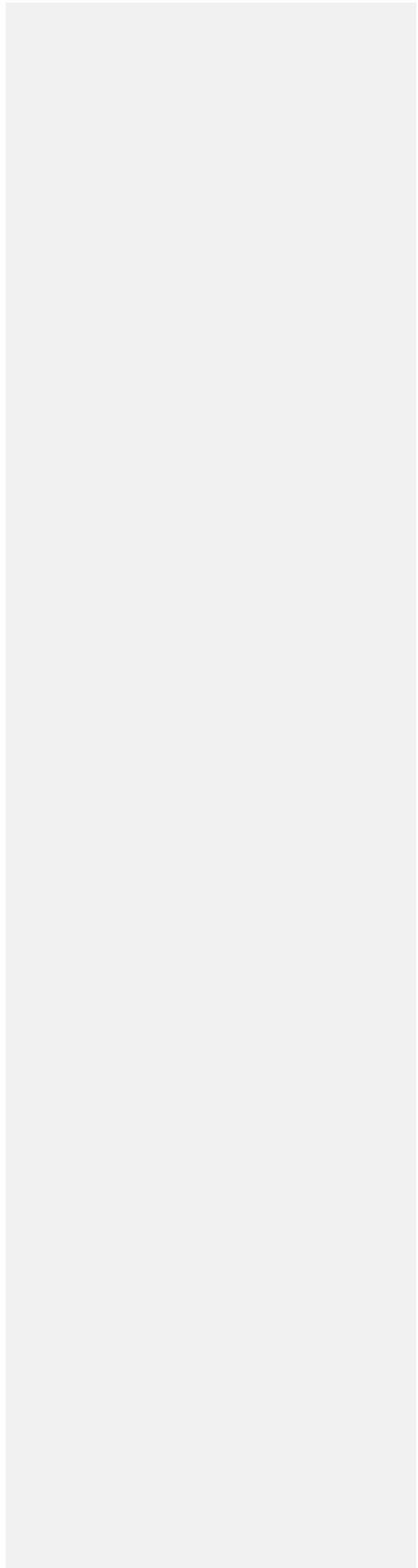
8. TERMINATION BY THE CITY.

~~The City~~Either party may terminate this Contract or any IT Contractor Services Supplement at any time without cause by giving written notice to the ~~Company~~other party. If the City terminates an IT Contractor Services Supplement without cause, the City shall pay the Company for Work rendered under that IT Contractor Services Supplement through the date of termination.

Section 7, Exhibit C

Sample IT Contractor Services Supplement Agreement

9. SERVICES TO BE PERFORMED.



Section 7, Exhibit C

Sample IT Contractor Services Supplement Agreement

The Service Provider acknowledges and agrees to the terms and conditions stated herein and through its execution below agrees to be bound thereby.

(Company Name):

BY: _____

TITLE: _____

DATE: _____

The City shall signify acceptance of the terms and conditions stated herein through the issuance of a purchase order that incorporates this Supplement.

Section 7, Exhibit D

Sample IT Contractor Services Supplement Amendment

EXHIBIT D – SAMPLE IT CONTRACTOR SERVICES SUPPLEMENT AMENDMENT

**IT CONTRACTOR SERVICES SUPPLEMENT#0000
AMENDMENT#00**

This IT Contractor Services Supplement Amendment is made by and between the City of Charlotte (the "City") and _____(the "Company").

1. PURPOSE.

This document is an Amendment to the Supplement to provide Information Technology IT Contractor Services (the "Amendment") and is incorporated into and made part of the Supplement # _____ of Agreement # _____. This document incorporates the following modifications to the original supplement:

2. TECHNICAL COORDINATORS.

For The Company:

Vendor Contact Name:

Vendor Contact Title:

Vendor Contact Phone:

Vendor Contact Fax:

Vendor Contact Email

For The City:

City Contact Name:

City Contact Department:

City Contact Phone:

City Contact Email:

Section 7, Exhibit D

Sample IT Contractor Services Supplement Amendment

3. PLACE OF PERFORMANCE.

The IT Contractor will be located at (ADDRESS FIELD) in Charlotte, NC.

4. TIMEFRAME.

Assignment Start Date: 00/00/0000

Assignment End Date: Original 00/00/0000/ New _____

5. PERSONNEL ASSIGNED TO PERFORM THE SERVICES

Temporary Employee Name:

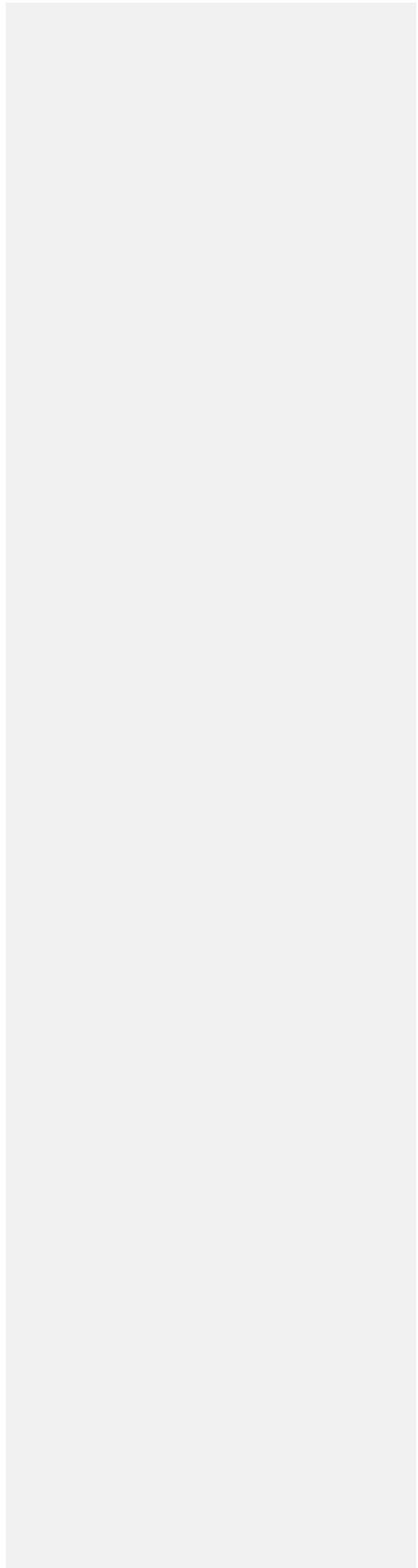
6. ALLOCATED FUNDING.

Hourly Billing Rate: Original \$00.00 / New \$00.00

Total Authorized Hours: Original 00 / New 00

Not To Exceed Dollar Amount: \$00.00

7. SERVICES TO BE PERFORMED.



Section 7, Exhibit D

Sample IT Contractor Services Supplement Amendment

The Service Provider acknowledges and agrees to the terms and conditions stated herein and through its execution below agrees to be bound thereby.

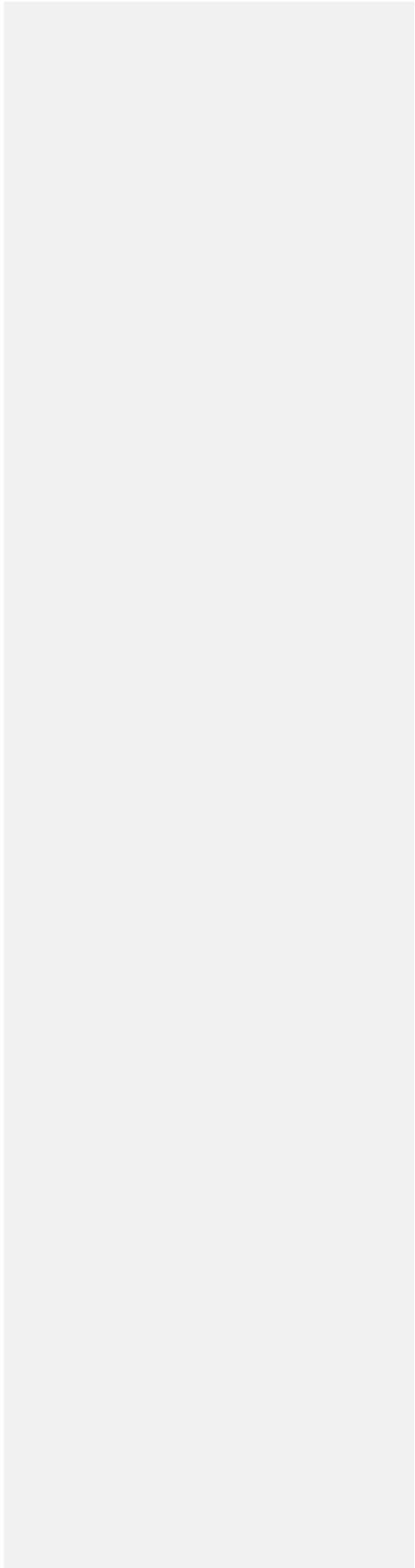
(Company Name):

BY: _____

TITLE: _____

DATE: _____

The City shall signify acceptance of the terms and conditions stated herein through the issuance of a purchase order that incorporates this Amendment.



Section 7, Exhibit E
Sample Confidentiality and Non-Disclosure
Contract and Assignment of Property Rights

EXHIBIT E - CONFIDENTIALITY AND NON-DISCLOSURE CONTRACT AND ASSIGNMENT OF PROPERTY RIGHTS

THIS CONFIDENTIALITY AND NONDISCLOSURE CONTRACT AND ASSIGNMENT OF PROPERTY RIGHTS (the "Contract ") is made and entered into as of this day of , 20 (the "Effective Date"), by and between Modis, Inc., a Florida corporation doing business in North Carolina (the "Company"), and __, an employee of the Company ("Employee").

WHEREAS, the City of Charlotte (the "City") and Company are contemplating certain business relationships, pursuant to which Employee will work on a temporary assignment at the City; and

WHEREAS, The City owns or licenses certain computer software, other technology and business information which are trade secrets of and/or are proprietary to the City or its vendors; and

WHEREAS, the Company and Employee anticipate that Employee may need to obtain confidential information from the City in connection with such relationship, and

WHEREAS, as a condition of accepting Employee for the assignment, the City requires that Employee execute this Contract to protect the confidentiality of such information and assign to the City all rights in works created by the Employee in connection with this Contract , and

WHEREAS, the Employee desires to accept the assignment at the City and the Company and Employee desire to enter into this Contract to enable Employee to accept the temporary assignment at the City.

NOW, THEREFORE, in consideration of the pursuit of current discussion and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. CONFIDENTIAL INFORMATION.

- 1.1. **CONFIDENTIAL INFORMATION.** Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:
 - 1.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of *information* of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
 - 1.1.2. *Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."*
 - 1.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*
 - 1.1.4. *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168.* This consists all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.

Section 7, Exhibit E

Sample Confidentiality and Non-Disclosure Contract and Assignment of Property Rights

- 1.1.5. *Citizen or employee social security numbers collected by the City.*
- 1.1.6. *Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.*
- 1.1.7. *Local tax records of the City that contain information about a taxpayer's income or receipts.*
- 1.1.8. *Any attorney / client privileged information disclosed by either party.*
- 1.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 1.1.10. *The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.*
- 1.1.11. *Plans to prevent or respond to terrorist activity, including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure or information storage system(s).*
- 1.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility services*
- 1.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories 1.1.3 through 1.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Employee acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Employee will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

- 1.2. **STANDARD OF PROTECTION.** Employee agrees to keep the Confidential Information in the strictest confidence, in the manner set forth below:
 - 1.2.1. Employee shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information or anything containing or embodying Confidential Information and shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any third party or to any individual employed by the City, other than an employee of the City having a need to know such Confidential

Section 7, Exhibit E

Sample Confidentiality and Non-Disclosure Contract and Assignment of Property Rights

Information and who has executed a confidentiality Contract in substantially the form hereof.

- 1.2.2. Employee shall not use any Confidential Information or the concepts therein for its own benefit or for the benefit of a third party or for any purpose other than the purpose for which such Confidential Information is being disclosed.
- 1.2.3. Employee shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 1.2.4. Employee shall take appropriate action with respect to each and every person permitted access to any Confidential Information to ensure that each person complies with the confidentiality provisions hereof.
- 1.2.5. Any materials which are, or which relate to or derive from any, Confidential Information, shall be kept confidential and all such materials shall be returned to the City upon satisfaction of the purpose for the disclosure of such information.
- 1.3. Employee shall have no obligation with respect to any information which Employee can, by legally sufficient evidence establish:
 - 1.3.1. was already known to the Employee; or
 - 1.3.2. was or becomes publicly known through no wrongful act of Employee; or
 - 1.3.3. was rightfully obtained by Employee from a party other than the City without similar restriction and without breach hereof; or
 - 1.3.4. was used or disclosed by Employee with the prior written authorization of The City; or
 - 1.3.5. was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Employee shall first give to The City notice of such requirement or request; or
 - 1.3.6. was designated Confidential Information solely due to requirements of state or federal law, and such requirements have been lifted or no longer apply
2. **DISCLOSURE.** Notwithstanding anything contained herein to the contrary, in the event that it is unintentionally exposed to any Confidential Information, Employee shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.
3. **AUTHORITY AND INDEMNITY.** Excluding any and all claims arising from the negligent acts of the City. The Employee shall indemnify and hold harmless the City from any third party claims, demands, actions, damages, expenses, costs or other liability to the extent arising from or related to the disclosure of Confidential Information by Employee.
4. **PROPRIETARY CREATIONS; ASSIGNMENT.** Employee and Company shall promptly disclose to the City and, upon full payment, hereby assign to the City all work product created in relation to the City's products and services or those of its vendors or licensors, including inventions, improvements, modifications, discoveries, methods and developments (hereinafter referred to as "Creations"), whether patentable, subject to copyright protection, trademark protection or not, made or conceived by Employee or under Employee's direction during work conducted in relation to the City's products and services or those of its vendors or licensors during the term of this Contract, whether or not made or conceived while working at or on the

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Section 7, Exhibit E
Sample Confidentiality and Non-Disclosure
Contract and Assignment of Property Rights

premises of the City. Upon full payment, Employee and Company hereby transfer and assign to the City all intellectual property rights in all Creations. Employee and Company further agree to execute and deliver such other assignments, patents and applications, and other documents as may be necessary to effectuate the provisions of this Contract and to fully cooperate with the City to secure and patent or otherwise protect such Creations in any and all countries. This provision shall survive the termination of this Contract.

5. **MODIFICATION; WAIVER.** No modifications of this Contract or waiver of any of its terms will be effective unless set forth in a writing signed by the party against whom it is sought to be enforced.
6. **GOVERNING LAW.** This Contract shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina without application of the principles of conflicts of laws. Any legal proceedings relating to this Contract shall be brought in Mecklenburg County North Carolina.
7. **REMEDIES.** Employee acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the proprietary interests of the City or its vendors or licensors therein. Accordingly, it is agreed that if Employee breaches its obligations hereunder, the Company and the City shall be entitled to equitable relief to protect their interests, including but not limited to injunctive relief, as well as monetary damages.
8. **THIRD PARTY BENEFICIARY.** The parties acknowledge that the City is a third party beneficiary to this Contract, and that the City shall have the right to enforce all of the Company's and the City's rights hereunder.
9. **ASSIGNMENT.** Employee may not assign its rights or delegate its obligations hereunder.
10. **SEVERABILITY.** The provisions of this Contract shall be deemed severable, and the invalidity or enforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
11. **COUNTERPARTS.** This Contract may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed on the day and year first above written.

COMPANY NAMEMODIS, INC.:

By: _____

Printed Name: _____

Title: _____

Date: _____

EMPLOYEE:

By: _____

Printed Name: _____

Section 7, Exhibit E
Sample Confidentiality and Non-Disclosure
Contract and Assignment of Property Rights

Title: _____

Date: _____