APPROVED BY CITY COUNCIL

Emily A. Kunze
September 28, 2015

City of Charlotte

Charlotte-Mecklenburg
Government Center
600 East 4th Street
Charlotte, NC 28202

Agenda Date: 9/28/2015

Agenda #: 43.**File #:** 15-1302 **Type:** Consent Item

Citywide Information Technology Contract Professional Services

Action:

A. Authorize the City Manager to negotiate and approve contracts for Citywide information technology contract professional services for an initial term of three years, with a combined estimated annual expenditure of $2,000,000 with the following Service Providers:

- **BCForward,**
- **Cabling Solutions, Inc.,**
- **Creelman, Inc.,**
- **Experis, A Manpower Company, Inc.,**
- **INT Technologies,**
- **IPSA International Services, Inc.,**
- **JCMR Technology, Inc.,**
- **Milestone Utility Services, Inc.,**
- **Modis,**
- **Principle Solutions Group, LLC,**
- **Randstad Technologies,**
- **ServiceTec International, Inc.,**
- **SystemTec, Inc.,**
- **Tahill, Inc.,**
- **Tailwind Associates,**
- **Team Technology Holdings, LLC,**
- **TECHEAD, and**
- **Universal Voice / Data, and**

B. Authorize the City Manager to renew the contracts for up to two additional, one-year terms with possible price adjustments and to amend the contracts consistent with the City's business needs and the purpose for which the contracts were approved.

Staff Resource(s):
Robert Campbell, Management & Financial Services

Explanation

- The City currently uses a pool of contracted vendors to obtain information technology contract professional services.
- The City has ongoing needs for highly skilled technical staff to support various information technology projects and various Citywide/departmental initiatives and projects throughout the fiscal year, including infrastructure planning/management and technology customer service support.
- These vendors are used on a relatively short-term basis and provide technology expertise where it would be inefficient for the City to hire full-time staff due to the specific skill sets required and/or the sporadic nature of the work. This contract is generally not intended for long-term projects which would be handled by a separate competitive process and then submitted to Council for approval, or potentially by pursuing temporary City positions.
- In order to meet the needs of diverse projects and initiatives, Management & Financial Services partners met with various City Departments to establish contracts that allow for the recruitment and placement of highly skilled technical contractors in an efficient, timely, and cost-effective manner as the support need arises.
- The categories of positions filled through these contracts include; business analyst, project manager, application specialist, testing specialist, technical writer, training specialist, network engineer, system administrator, database administrator, security engineer, technician, and other.
- Pricing is structured based on job categories and level of expertise, per each company's hourly rates, mark up percentage(s), and bill rates. Copies of the Companies' respective pricing are available upon request.
- On June 10, 2015, the City issued a Request for Proposal information technology contract professional services on behalf of the Charlotte Cooperative Purchasing Alliance (CCPA); 64 proposals were received from interested service providers.
- The Project Team, consisting of staff from Management & Financial Services, Innovation & Technology, the Charlotte-Mecklenburg Police Department, Charlotte Water, and Aviation evaluated the proposals and recommends awarding contracts to the Service Providers detailed in Action Item A, as best meeting the City's needs in terms of qualifications, experience, proposed solution, cost, and acceptance of the terms of the contract.
- The contracts give the City the option to renew for two additional, one-year fixed terms at fixed markup percentages, hourly rates, and billing rates to be negotiated based on market conditions.
- The Project Team is recommending multiple awards to ensure alternative solutions, flexibility, and availability in the provision of services to best fit the particular needs of each department.
- The selected Service Providers also include firms who can provide specialized technical services and some statement of work based services, as well as information technology temporary staff-type services.
- Estimated contract expenditures are $2,000,000 annually in the aggregate across all contracts.

Background

- The CCPA is a cooperative purchasing program within Management & Financial Services with the specific purpose of leveraging economies of scale to include volume and uniform pricing, decreased administrative burden and overhead, increased ability to capture usage data and expenditures, and improved service levels.
- Professional Services are commonly needed by entities of all sizes; offering competitively-priced hourly rates through CCPA benefits entities nationwide.

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- CCPA contracts are available for the use and to the benefit of all entities that must comply with state purchasing laws (cities, counties, public and private schools, colleges and universities, non-profits, and all governmental entities).

Charlotte Business INClusion
No subcontracting goals were established because there are no subcontracting opportunities (Part C: Section 2.1(a) of the Charlotte Business INClusion Policy). One of the selected firms (JCMR Technology, Inc.) is a City certified SBE; and another (TECHEAD) is a State WBE. Several other selected firms may be eligible and have been encouraged to register with the CBI Office.

Fiscal Note
Funding: Various Departments' Operating Budgets

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

AGREEMENT TO PROVIDE
IT CONTRACT PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is made and entered into as of this 25th day of October 2015 (the "Effective Date"), by and between ServiceTec International, Inc., a Delaware corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # 269-2015-060) for 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 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 ServiceTec International, Inc. 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
1.3.	EXHIBIT C:	SAMPLE REQUEST FOR RESUMES NOTIFICATION
1.4.	EXHIBIT D:	SAMPLE IT CONTRACTOR SERVICES SUPPLEMENT
1.5.	EXHIBIT E:	SAMPLE IT CONTRACTOR SERVICES SUPPLEMENT AMENDMENT
1.6.	EXHIBIT F:	CONFIDENTIALITY AND NON-DISCLOSURE CONTRACT AND ASSIGNMENT OF PROPERTY RIGHTS
1.7.	EXHIBIT G:	MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

2.1 *Acceptance:* Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria set forth in the Contract.

2.2 *Affiliates:* Refers to all departments or units of the City and all other governmental units, towns, boards, committees or municipalities for which the City processes data or performs services that involve the Deliverables or Services.

2.3 *CCPA:* Refers to the Charlotte Cooperative Purchasing Alliance.

2.4 *City:* Refers to the City of Charlotte, North Carolina.

2.5 *City Point of Contact:* Refers to the City employee who issues a Request for Resumes Notification, Supplement Agreement, and/or Supplement Amendment, or who administers a Supplement Agreement.

2.6 *City Project Manager:* Refers to a specified City employee representing the best interests of the City for this Project.

2.7 *Company:* Refers to a service provider selected by the City to provide the Services required by this Contract.

2.8 *Company Project Manager:* Refers to a specified Company employee representing the best interests of the Company for this Project.

2.9 *Contract:* Refers to the written agreement executed by the City and Company for the Services.

2.10 *Contractor:* Refers to the Company's employee who performs IT functions and roles for the City in accordance with the terms of this Contract, and the specific Supplement Agreement and any Amendments.

2.11 *Deliverables:* Refers to all tasks, reports, information, designs, plans and other items, which the Company is required to complete and deliver to the City in connection with this Contract.

2.12 *Department:* Refers to a department within the City of Charlotte, one of the principal organizational units of the City.

2.13 *Division:* Refers to a division within the City of Charlotte, which is a sub-unit of a Department.

2.14 *Documentation:* Refers to all written, electronic, or recorded works, that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are published or provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the Deliverables or Services.

2.15 *Information Technology (IT):* Refers to the application of computers and telecommunications equipment to store, retrieve, transmit and manipulate data, often in the context of a business or other enterprise.

2.16 *Local Contractor:* Refers to a Contractor who lives within a 100 mile radius of Charlotte, North Carolina. See also Section 4.2. Expenses.

2.17 *Participating Public Agency:* Refers to any public entity, 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), other government agency or nonprofit organization that elects to participate in this Contract through the CCPA.

2.18 *Project:* Refers to the provision of Services pursuant to this Contract.

2.19 *Request for Resumes Notification:* Refers to an e-mail generated by a City Point of Contact notifying Company of specific details related to an available Contract position, and requesting qualified candidates. See also Exhibit B, Section 1.4.1., and Exhibit C.

2.20 *Services:* Refers to the IT Contract Professional Services as detailed in this Contract.

2.21 *Specifications and Requirements:* Refers to all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Deliverables and Services which are set forth or referenced in: (i) this Contract; (ii) the Documentation; and (iii) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

2.22 *Supplement Agreement:* Refers to a document generated by a City Point of Contact detailing the job description, hourly rate, term of the assignment, and other information related to a Contract position. Once executed by both the Company and the City, the Supplement Agreement becomes a part of the Company's Contract with the City. See also Exhibit B, Section 1.4.4., and Exhibit D.

2.23 *Supplement Amendment:* Refers to a document generated by a City Point of Contact detailing any changes to an existing Supplement Agreement. Once executed by both the Company and the City, the Supplement Amendment becomes a part of both the specific Supplement Agreement and Company's Contract with the City. See also Exhibit B, Section 1.4.5., and Exhibit E.

2.24 *Work Product:* Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this Contract, and all partial, intermediate or preliminary versions of any of the foregoing.

3. DESCRIPTION OF SERVICES.

3.1. The Company shall be responsible for providing the Services described in Exhibit B attached to this Contract and all Supplement Agreements, which are incorporated herein by reference. Without limiting the foregoing, the Company will perform the Services and meet the requirements as set forth in Exhibit B and the Supplement Agreements. However, the Company shall not be responsible for tasks specifically assigned to the City in this Contract, including all Supplement Agreements.

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 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 ("Contractors") are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Contractor. 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 for each Contractor. The Company agrees that the Contractors are not employees of the City.

The Company shall be required, within 90 days after the close of each calendar year, to provide documentation to the City sufficient to allow the City to confirm that the Company has met its obligations pursuant to this Section.

4.4. INVOICES.

4.4.1. Each invoice sent by the Company shall detail all Services performed and delivered that 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, 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.

4.8. ADMINISTRATIVE FEES.
The Company 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. Rebates associated with the Administrative Fee can be found in Exhibit A.

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 by 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 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 that 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 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 B) written progress reports, which accomplish each of the following:

10.1. RESERVED.

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. RESERVED.

10.4. Identify and summarize all risks and problems identified by the Company that 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. RESERVED.

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 B 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.

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 the Agreement, the Company 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 Company undertakes a new project under the Agreement, 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.

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 pricing for these checks is provided in Exhibit A.

- 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 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 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 Company 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.

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 B or a Supplement Agreement), the Company shall submit a written notice to the City's Project Manager and/or the applicable City Point of Contact stating the Deliverable(s) that have been met. This notice shall include a signature page for sign-off by the City Project Manager and/or the applicable City Point of Contact indicating acceptance of such Deliverable(s).

If the City Project Manager and/or the applicable City Point of Contact 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 and/or the applicable City Point of Contact 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 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 or the applicable Supplement Agreement 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, except those services that are subject to a pre-existing contract between the City and the Company.

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 and all Supplement Agreements;

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 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 Contractor 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 Contractor is accurate; and

17.1.8. Each Contractor is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such Contractor.

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 Contractor 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 Contractors 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 TO 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 Contractors 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.

18.5. E-VERIFY.
As a condition for payment under this Contract, Company shall: (i) comply with the E-Verify requirements set forth in Article 2 of Chapter 64 of the North Carolina General Statutes (the "E-Verify Requirements"); and (ii) cause each subcontractor under this Contract to comply with such E-Verify Requirements as well. Company will indemnify and save harmless the City from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of any failure by Company or any subcontractor to comply with the E-Verify Requirements.

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), 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 may terminate the Contract at any time without cause by giving thirty (30) days' prior written notice to the 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 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 Contractor through the termination date and the percentage of completion of each task.

The City may terminate any Supplement Agreement at any time without cause by giving written notice to the Company. 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. Unless a termination notice explicitly states otherwise, the City's termination of an individual Supplement Agreement shall not constitute the termination of the Contract or any other Supplement Agreement.

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. 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

b. 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 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 that 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 "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"). 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 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, any licenses pertaining to or that may be required to be held by field professionals participating in the contract work.

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 Contractor an agent or employee of the City, 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.

To the fullest extent permitted by law, 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 result of any 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) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence 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 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 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).

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.

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.

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 / client 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.

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 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 that 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.

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.

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 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 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:	For the City:
Lynne Harrison	Kay Elmore
ServiceTec International, Inc.	City of Charlotte
12007 Sunrise Valley Drive	Procurement Management Division
Suite 355	600 East Fourth Street, CMGC 9th Floor
Reston, VA 20191	Charlotte, NC 28202-2850
PHONE: 703-259-4008	PHONE: 704-336-2524
FAX: 703-259-4001	FAX: 704-336-2258
E-MAIL: lynne.harrison@servicetec.com	E-MAIL: kelmore@ci.charlotte.nc.us
With Copy To (Company):	With Copy To (City):
_____	Cindy White
_____	City of Charlotte
_____	City Attorney's Office
_____	600 East Fourth Street
_____	CMGC 15th Floor
_____	Charlotte, NC 28202
PHONE: _____	PHONE: (704)336-3012
EMAIL: _____	E-MAIL: 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, North Carolina, and will be performed in Charlotte, 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, 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, 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 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.

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 4.8 "Administrative Fees"
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"
Section 34 "Charlotte Cooperative Purchasing Alliance"

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 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.

34. CHARLOTTE COOPERATIVE PURCHASING ALLIANCE.

The Company acknowledges and agrees that this Contract was entered into following a procurement process through the Charlotte Cooperative Purchasing Alliance ("CCPA"), and that the terms under which other agencies participate in the CCPA are attached to this Contract as **Exhibit G.**

Except as specifically set forth herein, the terms and conditions of the Company's Contract with the City may be extended to other public entities that are, or at any time in the future become members of CCPA ("Participating Public Agencies"). Except as for the "Negotiable Provisions" as defined herein, and subject to the City and the Company entering into an administrative agreement that includes a fee payable to the City, Participating Public Agencies will have the right to enter into contracts with the Company at the same prices, discounts and other terms as are in the Company's Contract with the City. Participating Public Agencies may do so by executing a purchase order or other document that incorporates this Contract by reference, and identifies any additional terms and any Negotiable Provisions that do not apply.

If a Participating Public Agency decides to participate in this Contract, the Company must deal directly with that agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The City acts only as the entity conducting the initial procurement, and will not be responsible for any obligations of any Participating Public Agency or of the Company in connection with matters.

The Company may notify other public entities of the availability of the Contract(s) for use under the CCPA. Other public entities desiring to procure Products and Services under the terms set forth in the City's Contract will need to make their own legal determinations as to whether the use of this Contract is consistent with their laws, regulations, and other policies.

Each Participating Public Agency has the option of executing a separate contract with Company to incorporate the terms and conditions set forth in this Contract. Participating Public Agencies may add terms and conditions to their proposed contract(s) with the Company to the extent allowed or required by statute, ordinances, regulations or policy. If such proposed additional terms are not acceptable to the Company, the Company may refuse to enter into a contract with such public entity.

The City **shall not** be held liable for any costs or damages incurred by any other Participating Public Agency or the Company as a result of any order, contract or other arrangement entered into between that public entity and the Company.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

SERVICETEC INTERNATIONAL, INC.:

BY: _____

PRINT NAME: LYNNE A HARRISON

TITLE: CHIEF FINANCIAL OFFICER

DATE: 10/16/2015

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 10/23/15

CITY OF CHARLOTTE:
RISK MANAGEMENT DIVISION

BY: _____

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 10/22/15

CITY OF CHARLOTTE:
CITY CLERK'S OFFICE

BY: N/A

PRINT NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A – PRICE SCHEDULE

This **Exhibit A** is incorporated into and made a part of the Contract for IT Contract Professional Services ("Contract") between the City of Charlotte (the "City") and ServiceTec International, Inc. (the "Company"). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the main body of this Contract.

CATEGORY	LEVEL	PAY RATE LOW	PAY RATE HIGH	BILL RATE LOW	BILL RATE HIGH	MARK UP %
Network Engineer	Network Engineer Support	**$46.25**	**$60.25**	**$67.00**	**$87.25**	**45%**
	Network Engineer	**$49.00**	**$64.00**	**$71.00**	**$92.75**	**45%**
	Senior Network Engineer	**$55.00**	**$71.75**	**$79.75**	**$104.00**	**45%**
System Administrator	System Administrator Support	**$46.25**	**$60.25**	**$67.00**	**$87.25**	**45%**
	System Administrator	**$49.50**	**$64.50**	**$71.75**	**$93.50**	**45%**
	Senior System Administrator	**$55.00**	**$72.25**	**$79.75**	**$104.50**	**45%**
Technician	Technician Support	**$27.25**	**$35.00**	**$39.50**	**$50.75**	**45%**
	Technician	**$30.00**	**$38.50**	**$43.50**	**$55.75**	**45%**
	Senior Technician	**$32.50**	**$42.25**	**$47.00**	**$61.25**	**45%**
Other						**45%**

The Company shall provide rebates as follows:

REBATE DESCRIPTION	AMOUNT / PERCENTAGE
NONE	NONE

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

In the table below, the Company's cost is indicated for each type of background check that may be requested from time to time.

Type	Level	Cost
Criminal	State	$ 12.95/ea.
(Additional incidences – original and annual checks are at the expense of the Service Provider)	National	$ 9.95/ea.
DMV	State	$ 5.95/ea.
	National	$ 5.95/ea.
Employment	State	$ 13.95/ea.
	National	$ 13.95/ea.
Credit Check	State	$ 13.95/ea.
	National	$ 13.95/ea.
Sexual Offender Registry	State	$ 6.95/ea.
	National	$ 6.95/ea.

EXHIBIT B – SCOPE OF WORK

This **Exhibit B** is incorporated into and made a part of the Contract for IT Contract Professional Services ("Contract") between the City of Charlotte (the "City") and ServiceTec International, Inc. (the "Company"). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the main body of this Contract.

1. SCOPE OF IT CONTRACT PROFESSIONAL SERVICES.

1.1. General Scope.

The Company shall provide 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 Company will support various IT initiatives across the City to different Departments and Divisions. At the commencement of each assignment as detailed in a supplement agreement to this Contract ("Supplement Agreement"), the Company will be provided with a detailed scope of work that contains measurable goals and objectives for the Contractor.

1.1.1. **Definitions**.

1.1.1.1. *Applications:* Refers to one of two types of IT Contractor Resume Requests, with the other being "Infrastructure". Refers to the computer programs designed to perform a specific function directly for the end-user or for another application program that enables people to perform activities, but does not include a computer operating system, maintenance utilities, and other components related to the infrastructure platform. It can be the application software residing above the system software. Applications are inclusive of commercial off the shelf (COTS), software development, monitoring applications, database programs, integrations, and more. Applications are classified as individual, departmental, and enterprise depending upon the applications use. Applications may be accessed individually, organizationally, and through the Internet (Software-as-a-Service). Individual Applications include software such as Microsoft Office. Departmental Applications are specific to a business line, and include such software as water billing systems. Enterprise Applications are those used across the organization to facilitate specific shared functions, for example financial and payroll systems. Applications may be developed for various infrastructure platforms to include desktop, server, middleware, integration, Web, and more.

1.1.1.2. *Infrastructure:* Refers to one of two types of IT Contractor Resume Requests, with the other being "Applications". Refers to the hardware, software, and maintenance utilities required for supporting the flow and processing of information across local area networks (LANs), wide area networks (WAN), and wireless systems. Infrastructure is the platform collection of physical or virtual hardware and related operating system resources (server, storage, desktop, and network components) that support the IT environment necessary to support applications and functions delivered to the organization and end-user. Infrastructure

components enable the connectivity between data centers (on premise/off premise to include cloud computing), building facilities, and are the transport system to the end-user device which includes computers, mobile devices, and other devices.

1.1.1.3. *Job Categories:* Refers to the categories of technical proficiency and the levels of experience/expertise of IT Contract Professional Services positions. The responsibilities listed for each Job Category provide a basic functional description for types of positions needed.

1.2. 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. 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 Contract is to utilize participation among the City, as well as various other Public Agencies, to provide low cost reliable Services. The Company agrees 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.

1.2.1. **Marketing Plan.**

The City shall post the awarded Contract on the CCPA website, along with the Company's information. The Company shall:

- Allow the City to utilize Company's logo on the CCPA website;
- Advertise the CCPA logo and website on Company's website; and
- Market the Contract on the ServiceTec International, Inc. website, and in future customer Requests For Quotes (RFQ's).

1.3. 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.

1.3.1. **Category.**

The categories provide a basic functional description for types of positions needed. Depending on the needs of the Department or Division, there may also be additional or less functional responsibilities. Functional responsibilities shall be determined in greater detail in the Department's or Division's Resume Request.

1.3.2. **Level.**
The levels provide different options for each category, including the basic position, and also lower responsibility positions (Support), and higher responsibility positions (Senior). The appropriate levels of responsibility shall be determined at the sole discretion of the Department or Division in its Resume Request.

CATEGORY	LEVEL
Business Analyst	Business Analyst Support
	Business Analyst
	Senior Business Analyst
Project Manager	Project Manager Support
	Project Manager
	Senior Project Manager
Application Specialist	Application Specialist Support
	Application Specialist
	Senior Application Specialist
Testing Specialist	Testing Specialist Support
	Testing Specialist
	Senior Testing Specialist
Technical Writer	Technical Writer Support
	Technical Writer
	Senior Technical Writer
Training Specialist	Training Specialist Support

	Training Specialist
	Senior Training Specialist
Network Engineer	Network Engineer Support
	Network Engineer
	Senior Network Engineer
System Administrator	System Administrator Support
	System Administrator
	Senior System Administrator
Database Administrator	Database Administrator Support
	Database Administrator
	Senior Database Administrator
Security Engineer	Security Engineer Support
	Security Engineer
	Senior Security Engineer
Technician	Technician Support
	Technician
	Senior Technician
Other	(Other) Support
	(Other)
	Senior (Other)

*** NOTE: The special skills and/or experience required for each position will vary depending on the assignment. The appropriate skills and experience shall be determined at the sole discretion of the Department or Division in its Resume Request.**

1.3.3. **Category Descriptions.**

1.3.3.1. **Business Analyst**

The Business Analyst (BA) acts as a liaison among stakeholders in order to understand the structure, policies, and operations of the Department or Division, and to recommend solutions that enable the Department or Division to achieve its goals. The BA's responsibilities include completing process maps identifying current and future processes, gathering end-user requirements for solution needs, (including the creation of use cases), and completing technical screen design for applications. The Business Analyst must have a detailed understanding of the business processes and procedures as well as the technical aspects of the Department's or Division's systems.

1.3.3.2. **Project Manager**

The position is responsible for managing the Department's or Division's technology projects and representing the City as a team leader on various project teams as appropriate to ensure project objectives are accomplished. Key responsibilities include creating clear and attainable project objectives, building the project requirements, and managing the constraints of cost, time, scope, and quality. Responsibilities also include review of project proposals to determine goals, time frame, funding limitations, and procedures for accomplishing project; development of documentation for scope, requirements and design of project; development of project plans specifying goals, strategy, staffing needs, and allotment of resources; identification and scheduling of project deliverables, milestones, and required tasks; assigning duties, responsibilities, and scope of authority to project personnel; directing and coordinating activities of project personnel; preparing project status reports; and planning, executing, and closing project.

1.3.3.3. **Application Specialist**

This individual writes software using industry standard tools and computer technology. Responsibilities include developing, testing, implementing, maintaining, and documenting code using a variety of software programming languages and tools. The Application Specialist provides programming support in all phases of the software lifecycle, including but not limited to upgrading to new versions of software and applying patches and fixes as needed. The specific application will vary depending on the business need(s) of the requesting Department or Division, but a list of applications is provided below in Section 3.5.

1.3.3.4. **Testing Specialist**

The Testing Specialist is responsible for defining and implementing the role testing plays within the organizational structure, defining the scope of testing within the context of each release / delivery, and deploying and

managing the appropriate testing framework to meet the testing mandate. Other key responsibilities include implementing and evolving appropriate measurements and metrics to be applied against the product under test, and implementing and evolving appropriate measurements to be applied against the testing team. The Testing Specialist is also responsible for planning, deploying, and managing the testing effort for any given engagement / release, and managing and growing the testing assets required for meeting the testing mandate, such as team members, testing tools, and testing process.

1.3.3.5. **Technical Writer**

The Technical Writer develops user's guides, manuals, procedural documentation, user policies, job aids, training materials, business cases, and screen-level on-line help, and documents processes and procedures. Responsibilities also include ensuring final documents are usable and of high quality by reviewing materials and recommending revisions or changes in scope, grammar, format, content, and methods of reproduction, binding etc. This position also works with City staff to develop "how to" related service scripts and documentation, supports the development of blended learning approaches for training (i.e. a combination of instructor-led training, e-learning and self-paced learning), and maintains documentation, procedure and training content for enterprise-wide functionality. Other key responsibilities include maintaining software documentation, including formal planning and tracking, layout and writing style guidelines, and quality assurance through editing and technical review processes. The Technical Writer performs copy editing, technical content editing, and working with contract writers to ensure that documentation standards are met.

1.3.3.6. **Training Specialist**

This position is responsible for managing training including the design, development, scheduling, delivery, evaluation, continuous improvement, and optimization training. Key responsibilities include facilitating individual training, group instruction, presentations, demonstrations, and workshops, utilizing the most effective delivery of training including live in-person delivery, recorded training, live web-based training, videoconferencing, etc., and interfacing with cross-functional work teams to develop course specifications and gather course content. The Training Specialist also identifies, develops and executes training-related quality improvement initiatives, establishes and follows effective control processes and compliance monitoring to ensure risks are measured, monitored, controlled, and mitigated. Other responsibilities include using researched-based/best practice methodology, developing and presenting training metrics/statistics to Department or Division leadership, developing and executing verification and validation standards for software programs and materials utilized in training programs, and conducting train-the-trainer courses.

1.3.3.7. **Network Engineer**

This individual is responsible for configuring and installing various network devices and services for software and/or hardware, and performing network maintenance and system upgrades including service packs, patches, hot fixes and security configurations. He/she also monitors performance and ensures system availability and reliability, monitors system resource utilization, trending, and capacity planning, and provides support and troubleshooting to resolve issues. Other key responsibilities include working within established configuration and change management policies to ensure awareness, approval and success of changes made to the network infrastructure, selecting and implementing security tools, policies, and procedures in conjunction with the City staff, and working with other IT personnel for problem resolution.

1.3.3.8. **System Administrator**

The System Administrator is responsible for the upkeep, configuration, and reliable operation of computer systems, including multi-user computers, such as servers, and seeks to ensure that the uptime, performance, resources, and security of the computers he or she manages meet the needs of the users, without exceeding the budget. Other responsibilities include acquiring, installing, or upgrading computer components and software, providing routine automation, maintaining security policies, troubleshooting, training staff, and offering technical support for projects.

1.3.3.9. **Database Administrator**

The Database Administrator (DBA) is responsible for the installation, configuration, upgrading, administration, monitoring, maintenance, and security of a database(s). The role includes the development and design of database strategies, system monitoring and improving database performance and capacity, and planning for future expansion requirements. The DBA may also plan, co-ordinate, and implement security measures to safeguard the database(s).

1.3.3.10. **Security Engineer**

This position is responsible for developing effective computing solutions to increase the security of the City's systems and projects. This individual must have a strong knowledge of common computer languages and operating systems, and possess exceptional incident-response skills, and a high understanding of computer forensics. Responsibilities include assessing current workflows to determine possible future issues, and working with other City staff to deploy new strategies containing and mitigating production problems. The Security Engineer also works on keeping logs, performing regular security checks to find new vulnerabilities, and developing automation scripts to handle and track incidents. This position must maintain excellence at multitasking and reporting progress to City staff. Other key responsibilities include creating test plans to allow for proper evaluation of new hardware/ software security issues, identifying security solutions and implementing

multi-layered defenses to protect networks, testing new/upgraded hardware/software and implementing new technologies, configuring and setting up firewalls and intrusion detection systems, responding to network intrusions, and performing forensic investigation.

1.3.3.11. **Technician**

This individual is responsible for day to day support and maintenance. Responsibilities include installing and maintaining computer systems, (including software and hardware on desktops and laptops, resolving internet and network access issues (both wired and wireless)), providing network printer support, meeting with City staff to provide one-on-one technical assistance as needed/requested, providing training to staff on software and hardware use, determining causes of computer/software/network malfunctions through evaluation and testing, and resolution of malfunctions via modifications, repair, or external support assistance. The Technician may also be responsible for installation, troubleshooting and replacement of basic components, such as computers (mice, keyboards, monitors, and other external devices), printers (replacing toner, loading paper, clearing paper jams), video equipment and networks (including designing and deploying and system integration and configuration), cabling (including general cleanup, basic cable testing, and creating/maintaining documentation), maintaining inventory, and performing security escorts and access, process, and procedures.

1.3.3.12. **Other**

In cases where the basic functional description does not fit within the categories above, the Department or Division will be able to create its own functional description, along with the appropriate level, type, and special skills and experience needed.

1.4. 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.

1.4.1. **Request for Resumes Notification.**

The City shall send a Request for Resumes Notification, similar to the sample form provided in Exhibit C (the "Request for Resumes Notification"), regarding the position/classification for which Contractors are required, via e-mail, to the Company'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.

1.4.2. **Company Resume Response.**
Unless explicitly provided in the Request for Resumes Notification, the Company will respond within two (2) business days, via e-mail, 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 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 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 Company may be verified by the City for their accuracy. Only qualified candidates shall be submitted to the City for review.

1.4.3. **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

1.4.4. **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 issue 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 Exhibit D.

1.4.5. **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 Exhibit E.

1.5. 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

1.6. Other proprietary applications**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 Company's convenience. The Company shall 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.

1.7. Reporting Requirements.

1.7.1. Emergency Contacts.

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

1.7.2. Quarterly Invoice Status Report.

Throughout the term of the contract period and on a quarterly basis, the Company 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.

1.7.3. CCPA Quarterly Usage Reports.

Company shall 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.

1.8. 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.

1.9. 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.

1.10. Time Records.
The Company 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.

1.11. 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.

1.12. Holidays.
Contractors may be required to work on City holidays depending on specific job requirements. The Company shall be provided the City holiday schedule(s) upon award of a Supplement Agreement and shall be informed of such special requirements regarding specific assignments via the Request For Resumes process.

1.13. Drug Testing.

1.13.1. 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.

1.13.2. 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 Company, 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.

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

1.15. 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 Company regardless of the length of assignment prior to the Temp-to-Perm Conversion.

1.16. 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 F.

EXHIBIT C – 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:

ASSIGNMENT TYPE:

ASSIGNMENT REQUIREMENTS:

GENERAL TECHNICAL SKILLS:

DESIRED SKILLS AND EXPERIENCE:

REQUIRED SOFTWARE SPECIFIC SKILLS:

SPECIAL JOB INSTRUCTIONS:

EXHIBIT D – 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 Phone:

Vendor Contact Fax:

Vendor Contact Email:

For The City:

City Contact Name:

City Contact Department:

City Contact Phone:

City Contact Email:

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 Pay Rate: $00.00

Contract Mark Up Maximum Percentage: 00%

Final Supplement Mark Up Percentage: 00%

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 Pay Rate:
- Final Supplement Mark Up Percentage:
- Hourly Billing Rate:
- Number of hours being billed:
- Contract Number:
- City Contact Name:
- City Contact Department:
- Purchase Order Number(s) to be provided by the City.

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 may terminate this Contract or any IT Contractor Services Supplement at any time without cause by giving written notice to the Company. 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.

9. SERVICES TO BE PERFORMED.

The Company 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.

EXHIBIT E – 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 Phone:

Vendor Contact Fax:

Vendor Contact Email:

For The City:

City Contact Name:

City Contact Department:

City Contact Phone:

City Contact Email:

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 00/00/0000

5. PERSONNEL ASSIGNED TO PERFORM THE SERVICES

Temporary Employee Name:

6. ALLOCATED FUNDING.

Hourly Pay Rate: Original $00.00 / New $00.00

Final Supplement Mark Up Percentage: Original 00% / New 00%

Hourly Billing Rate: Original $00.00 / New $00.00

Total Authorized Hours: Original 00 / New 00

Not To Exceed Dollar Amount: Original $00.00 / New $00.00

7. SERVICES TO BE PERFORMED.

The Company 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.

EXHIBIT F - 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 ServiceTec International, Inc., a Delaware 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 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:

C O N T R A C T

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.

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 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.** The Employee shall indemnify and hold harmless the City from any claims, demands, actions, damages, expenses, costs or other liability 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 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 premises of the City. 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.

SERVICETEC INTERNATIONAL, INC.:

By: _____

Printed Name: _____

Title: _____

Date: _____

EMPLOYEE:

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT G- MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This **Exhibit G** is incorporated into and made a part of the Contract for IT Contract Professional Services ("Contract") between the City of Charlotte (the "City") and ServiceTec International, Inc. (the "Company"). Some of the terms under which other agencies participate in the Charlotte Cooperative Purchasing Alliance appear in this **Exhibit G**.

This Charlotte Cooperative Purchasing Alliance ("CCPA") Master Intergovernmental Cooperative Purchasing Agreement ("CCPA Master Agreement") will allow a Participating Public Agency to purchase commodities and/or services from any and all CCPA cooperative purchasing contracts, under the same terms, conditions and prices as stated in each contract competitively solicited and awarded by the City of Charlotte, North Carolina ("Contracting Agent") on behalf of itself and all other public agencies. It is hereby agreed to by CCPA and the Participating Public Agency that:

1. CPPA has followed procurement procedures for Products and/or Services offered by each CCPA cooperative purchasing contract in accordance with CCPA's governing procurement statutes and regulations.

2. The cooperative use of proposals obtained by a party to this CCPA Master Agreement shall be in accordance with the terms and conditions of the solicitation document, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

3. It is the sole responsibility of each Participating Public Agency to follow its state procurement statutes as it pertains to cooperative purchasing, and the rules and regulations that govern each Participant's procurement practices.

4. CCPA cooperative purchasing contracts are available to Participating Public Agencies "as is," and CCPA is under no obligation to revise the terms, conditions, scope, price, and/or other conditions of the contract for the benefit of the Participating Public Agencies.

5. It is the sole responsibility of the Participating Public Agency to accept delivery of Products and/or Services, and the Participating Public Agency hereby agrees to make timely payments to each company for Products and/or Services received pursuant to a CCPA cooperative purchasing contract. Any dispute which may arise between the Participating Public Agency and the Company are to be resolved between the Participating Public Agency and a company that is a party to a CCPA contract.

6. The Contracting Agent shall not be held liable for any costs, damages, expenses, fees, or liabilities incurred by any other Participating Public Agency as a result of any contract or other arrangement entered into between that Participating Public Agency and the Company.

7. A procuring Participating Public Agency shall not use a CCPA cooperative purchasing contract as a method for obtaining additional concessions or reduced prices for similar products or services.

8. This CCPA Master Agreement incorporates all contracts, covenants and understandings between CCPA and the Participating Public Agency. No prior agreement or understanding, verbal or

otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this CCPA Master Agreement. This CCPA Master Agreement shall not be altered, changed, or amended except by written revision or addendum executed by both parties.

9. This CCPA Master Agreement is non-exclusive and shall not in any way preclude Participating Public Agencies from entering into similar agreements and/or arrangements with other cooperative purchasing programs, or from acquiring similar goods and services from other sources.

10. This CCPA Master Agreement shall take effect after the Participating Public Agency submits the competed electronic CCPA registration and shall remain in effect until termination by a party giving 30 days written notice to the other party.

Client#: 242570 SERVICETEC1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
HUB International New England 299 Ballardvale St Wilmington, MA 01887 978 657-5100	PHONE (A/C, No, Ext): 978 657-5100	FAX (A/C, No): 978-988-0038
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Co	20281
INSURER B : Hartford Fire Insurance Co	19682
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ServiceTec International, Inc.
12007 Sunrise Valley Drive, Suite 355
Reston, VA 20191

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			36870881	06/30/2015	06/30/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
	X BI/PD Ded:5,000						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$1,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$1,000,000
								$
B	AUTOMOBILE LIABILITY			08UECHX2814	06/30/2015	06/30/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			79844754	06/30/2015	06/30/2016	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE			Excess over			AGGREGATE	$10,000,000
	DED X RETENTION $0			Auto & EL				$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			08WBCEG8806	11/07/2015	11/07/2016	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Charlotte is included as an additional insured on the general liability policy with respect to operations of the named insured as required by written contract.

CERTIFICATE HOLDER

City of Charlotte
CMGC, 600 East Fourth Street
Charlotte, NC 28202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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