


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:**
- BCFoward,
 - 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

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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

FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE
IT CONTRACT PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE IT CONTRACT PROFESSIONAL SERVICES (this "First Amendment") is made and entered into this _____ of _____ 20____, by and between SystemTec, Inc., a South Carolina company doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for IT Contract Professional Services dated the 25th day of October, 2015 (the "Contract") pursuant to which the Company agreed to provide IT Contract Professional Services for the City of Charlotte.
- B. The parties now desire to amend the Contract to extend the Term of the Contract by the first of two (2) one-year renewal terms and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this First Amendment by reference.
2. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This First Amendment extends the Term of the Contract by the first of two (2) one-year renewal terms to expire on October 24, 2019.
4. The parties acknowledge and agree that the Contract has been in effect at all times from October 25, 2018 through the present, and that all purchases made during the period from October 25, 2018 through the date of this Amendment are covered by the Contract.
5. Section 18 of the Contract ("Other Obligations of the Company") is hereby appended as follows:

18.6. NC PROHIBITION ON CONTRACTS WITH COMPANIES THAT INVEST IN IRAN OR BOYCOTT ISRAEL.

Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

6. Section 33 of the Contract ("Miscellaneous") is hereby appended as follows:

33.21 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require

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Vendor#: 106005

the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

7. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
8. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

SYSTEMTEC, INC.:

BY: [Signature]
(signature)
PRINT NAME: Wanda L. Hoge
TITLE: VP / GM
DATE: 10/18/18

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: [Signature]
(signature)
PRINT NAME: Sabrina Jey. Hoqq
TITLE: Deputy City Manager
DATE: 12/17/18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: [Signature]
(signature)
PRINT NAME: Christine Gibson
TITLE: Asst Mgr
DATE: 12/6/18