



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

SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE
IT CONTRACT PROFESSIONAL SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE IT CONTRACT PROFESSIONAL SERVICES (this "Second Amendment") is made and entered into this 23rd of November 2019, by and between SystemTec, 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 amended 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.
- C. The parties now desire to amend the Contract to extend the Term of the Contract by the second of two (2) one-year renewal terms.

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 Second Amendment by reference.
- 2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Second Amendment extends the Term of the Contract by the second of two (2) one-year renewal terms to expire on October 24, 2020.
- 4. The parties acknowledge and agree that the Contract has been in effect at all times from October 25, 2015 through the present, and that all purchases made during the period from October 25, 2015 through the date of this Amendment are covered by the Contract.
- 5. 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.
- 6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2016000484
Amendment#: 2
Vendor#: 106005

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

SYSTEMTEC, INC.:

BY: [Signature]
(signature)

PRINT NAME: Laura L. Hoge

TITLE: VP / Managing Director

DATE: 10/30/2019

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: [Signature]
(signature)

PRINT NAME: Angela Lee

TITLE: Asst. City Manager

DATE: 11/22/19

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 2000 Center Point Rd, Ste 2400 P. O. Box 8628, 29202 Columbia, SC 29210	CONTACT NAME: Lauren Fincher	
	PHONE (A/C, No, Ext): 803-748-0100	FAX (A/C, No): 877-467-7214
E-MAIL ADDRESS: lfincher@mcgriffinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hanover Insurance Company		22292
INSURER B: Travelers		25674
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		


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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	x		OZ6D802719	02/01/2019	02/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			OZ6D802719	02/01/2019	02/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			OZ6D802719	02/01/2019	02/01/2020	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WZ6D801356	02/01/2019	02/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	EPLI			LH6A19382206	02/01/2019	02/01/2020	1,000,000
A	Cyber/E&O			LH6D802703	02/01/2019	02/01/2020	5,000,000
B	Crime (3rd Party)			105551480	02/01/2019	02/01/2020	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Contract no: 2016000484

As required by and specified in a written contract or agreement, the CERTIFICATE HOLDER AND ANY OTHER PARTY SPECIFIED IN THE CONTRACT are included as additional insureds as respects to the General Liability but only with respect to liability arising out of the named insured's operations under said written contract or agreement and always subject to the terms, conditions and exclusions of the policy forms.

CERTIFICATE HOLDER City of Charlotte CMGC - 9th Floor 600 East Fourth St Charlotte, NC 28202-2850	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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