



**CITY OF FORT WORTH  
COOPERATIVE PURCHASE**

This Cooperative Purchase ("Coop Purchase") reflects the agreement between the City of Fort Worth, ("City"), a Texas home rule municipal corporation and Apex Systems, LLC, a Virginia corporation ("Vendor") to purchase information technology staff augmentation services under a cooperative agreement.

The Coop Purchase includes the following documents (collectively, Cooperative Documents") which shall be construed in the order of precedence in which they are listed:

1. Schedule A – Fort Worth Terms and Conditions ("Fort Worth Agreement");
2. Schedule B – Texas Department of Information Resources DIR-CPO-4541 ("Cooperative Contract");
3. Schedule C – DIR-CPO-4541 Appendix C, ITSAC Not to Exceed Rates("Quote"); and
4. Schedule D – Network Access Agreement

All the Schedules which are attached hereto and incorporated herein are made a part of this Coop Purchase for all purposes. In the event of a conflict between the Fort Worth Agreement, the Quote and/or the Cooperative Contract, then the Fort Worth Agreement shall control over both, but only to the extent allowable under the Cooperative Contract.

This is a non-exclusive Agreement as stated by City M&C No. 21-0084. Services will be provided by Vendor based on the City's staffing needs and the availability of qualified Vendor resources. No specific contract amount is guaranteed. The maximum amount to be paid to the Vendor for all services performed hereunder shall not exceed \$2,100,000.00. Invoices will be paid by the City based solely on the hourly rates as set forth in Schedule "C", ITSAC Not to Exceed Rates. All compensation is inclusive of all work orders and expenses.

The City shall pay Vendor per terms of individual executed work orders in accordance with the provisions of this Agreement and Schedule "C," which is attached hereto and incorporated for all purposes herein. Each work order shall set forth the name of the Vendor personnel to provide the services, the specific project to which the personnel will be assigned, the specific service to be provided by the personnel, the start and end date of the work to be performed, the hourly rate or salary of the personnel; and the other regulations as agreed to by the parties that may apply to the specific personnel. In no event shall the City be liable for any overtime rates or overtime pay for Vendor personnel, regardless of the number of hours worked by Vendor personnel. Vendor shall be solely responsible for any required overtime pay for its personnel.

Vendor shall not perform any additional services for the City not specific by this Agreement unless the City requests and approves in writing the additional costs for such

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services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first approves such expenses in writing.

The Coop Purchase shall become effective upon the signing of the Coop Purchase by an Assistant City Manager of the City (the "Effective Date") and shall expire August 31, 2022 (the Expiration Date"), unless terminated earlier in accordance with the provisions of the Agreement or otherwise extended by the parties. The Cooperative Contract may be renewed for three (1) one-year renewals and the Coop Purchase will renew in accordance with the DIR Cooperative Contract, each a "Renewal Term."


The undersigned represents and warrants that he or she has the power and authority to execute this Coop Purchase and the Cooperative Documents and bind the Vendor.

*(signature page follows)*

Executed effective as of the date signed by the Assistant City Manager below.

ACCEPTED AND AGREED:

**FORT WORTH:**

<p><b>City of Fort Worth</b></p> <p>By: <u>Valerie Washington</u> Valerie Washington (Mar 12, 2021 14:06 CST)</p> <p>Name: Valerie Washington Title: Assistant City Manager</p> <p>Date: <u>Mar 12, 2021</u></p> <p><b>Approval Recommended:</b></p> <p>By: <u>Kevin Gunn</u> Name: Kevin Gunn Title: Director, IT Solutions</p> <p><b>Attest:</b></p> <p>By: <u>Mary J. Kayser</u> Name: Mary J. Kayser Title: City Secretary</p> 	<p><b>Contract Compliance Manager:</b> By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: <u>Cynthia Tyree</u> Cynthia Tyree (Mar 4, 2021 10:47 CST)</p> <p>Name: Cynthia Tyree Title: Sr. IT Solutions Manager</p> <p><b>Approved as to Form and Legality:</b></p> <p>By: <u>JB Strong</u> JB Strong (Mar 11, 2021 16:56 CST)</p> <p>Name: John B. Strong Title: Assistant City Attorney</p> <p><b>Contract Authorization:</b> <b>M&amp;C:</b> 21-0084 <b>Approval Date:</b> 2/2/2021 <b>1295 Form:</b> 2020-684356</p>
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**VENDOR:**

<p>Apex Systems, LLC.</p> <p>By: <u>Eric Sholl</u> Digitally signed by Eric Sholl DN: cn=Eric Sholl, o=Apex Systems, LLC, ou, email=esholl@apexsystems.com, c=US Date: 2021.03.04 09:22:45 -07'00'</p> <p>Name: Eric Sholl Title: Associate Industry Director   Principal</p> <p>Date: <u>March 4, 2021</u></p>
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1. Termination.

1.1. Convenience. Either the City or Vendor may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

1.2. Breach. If either party commits a material breach of this Agreement, the non-breaching Party must give written notice to the breaching party that describes the breach in reasonable detail. The breaching party must cure the breach ten (10) calendar days after receipt of notice from the non-breaching party, or other time frame as agreed to by the parties. If the breaching party fails to cure the breach within the stated period of time, the non-breaching party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, immediately terminate this Agreement by giving written notice to the breaching party.

1.3. Fiscal Funding Out. In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, the City will notify Vendor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

1.4. Duties and Obligations of the Parties. In the event that this Agreement is terminated prior to the Expiration Date, the City shall pay Vendor for services actually rendered up to the effective date of termination and Vendor shall continue to provide the City with services requested by the City and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Vendor shall provide the City with copies of all completed or partially completed documents prepared under this Agreement. In the event Vendor has received access to City information or data as a requirement to perform services hereunder, Vendor shall return all City provided data to the City in a machine readable format or other format deemed acceptable to the City.

2. Disclosure of Conflicts and Confidential Information.

2.1. Disclosure of Conflicts. Vendor hereby warrants to the City that Vendor has made full disclosure in writing of any existing or potential conflicts of interest related to Vendor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Vendor hereby agrees immediately to make full disclosure to the City in writing.

2.2. Confidential Information. The City acknowledges that Vendor may use products, materials, or methodologies proprietary to Vendor. The City agrees that Vendor's provision of



services under this Agreement shall not be grounds for the City to have or obtain any rights in such proprietary products, materials, or methodologies unless the parties have executed a separate written agreement with respect thereto. Vendor, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the City ("City Information") as confidential and shall not disclose any such information to a third party without the prior written approval of the City.

2.3. Public Information Act. City is a government entity under the laws of the State of Texas and all documents held or maintained by City are subject to disclosure under the Texas Public Information Act. In the event there is a request for information marked Confidential or Proprietary, City shall promptly notify Seller. It will be the responsibility of Seller to submit reasons objecting to disclosure. A determination on whether such reasons are sufficient will not be decided by City, but by the Office of the Attorney General of the State of Texas or by a court of competent jurisdiction.

2.4. Unauthorized Access. Vendor shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Vendor shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised, in which event, Vendor shall, in good faith, use all commercially reasonable efforts to cooperate with the City in identifying what information has been accessed by unauthorized means and shall fully cooperate with the City to protect such information from further unauthorized disclosure.

### 3. Right to Audit.

3.1. Vendor agrees that the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the Vendor involving transactions relating to this Agreement at no additional cost to the City. Vendor agrees that the City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Vendor not less than 10 days written notice of any intended audits.

3.2. Vendor further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor not less than 10 days written notice of any intended audits.

4. Independent Contractor. It is expressly understood and agreed that Vendor shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Vendor shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors

and subcontractors. Vendor acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Vendor, its officers, agents, employees, servants, contractors and subcontractors. Vendor further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Vendor. It is further understood that the City shall in no way be considered a Co-employer or a Joint employer of Vendor or any officers, agents, servants, employees or subcontractors of Vendor. Neither Vendor, nor any officers, agents, servants, employees or subcontractors of Vendor shall be entitled to any employment benefits from the City. Vendor shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees or subcontractors.

## **5. LIABILITY AND INDEMNIFICATION.**

**5.1. LIABILITY - VENDOR SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF VENDOR, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.**

**5.2. INDEMNIFICATION - VENDOR HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO VENDOR'S BUSINESS, AND ANY RESULTING LOST PROFITS) PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, AND DAMAGES FOR CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF VENDOR, ITS OFFICERS, AGENTS, SUBCONTRACTORS, SERVANTS OR EMPLOYEES.**

### **5.3. INTELLECTUAL PROPERTY INFRINGEMENT.**

**5.3.1. The Vendor warrants that all Deliverables, or any part thereof, furnished hereunder, including but not limited to: programs, documentation, software, analyses, applications, methods, ways, and processes (in this Section 8C each individually referred to as a "Deliverable" and collectively as the "Deliverables,") do not infringe upon or violate any patent, copyrights, trademarks, service marks, trade secrets, or any intellectual property rights or other third party proprietary rights, in the performance of services under this Agreement.**

**5.3.2. Vendor shall be liable and responsible for any and all claims made against the City for infringement of any patent, copyright, trademark, service mark, trade secret, or other intellectual property rights by the use of or supplying of any Deliverable(s) in the course of performance or completion of, or in any way connected with providing the services, or the City's continued use of the Deliverable(s) hereunder.**

**5.3.3. Vendor agrees to indemnify, defend, settle, or pay, at its own cost**

and expense, including the payment of attorney's fees, any claim or action against the City for infringement of any patent, copyright, trade mark, service mark, trade secret, or other intellectual property right arising from City's use of the Deliverable(s), or any part thereof, in accordance with this Agreement, it being understood that this agreement to indemnify, defend, settle or pay shall not apply if the City modifies or misuses the Deliverable(s). So long as Vendor bears the cost and expense of payment for claims or actions against the City pursuant to this section 8, Vendor shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect the City's interest, and City agrees to cooperate with Vendor in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against the City for infringement arising under this Agreement, the City shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Vendor shall fully participate and cooperate with the City in defense of such claim or action. City agrees to give Vendor timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, the City's assumption of payment of costs or expenses shall not eliminate Vendor's duty to indemnify the City under this Agreement. If the Deliverable(s), or any part thereof, is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Vendor shall, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the Deliverable(s); or (b) modify the Deliverable(s) to make them/it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the Deliverable(s); or (c) replace the Deliverable(s) with equally suitable, compatible, and functionally equivalent non-infringing Deliverable(s) at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Vendor, terminate this Agreement, and refund all amounts paid to Vendor by the City, subsequent to which termination City may seek any and all remedies available to City under law. **VENDOR'S OBLIGATIONS HEREUNDER SHALL BE SECURED BY THE REQUISITE INSURANCE COVERAGE AND AMOUNTS SET FORTH IN SECTION 10 OF THIS AGREEMENT.**

6. Assignment and Subcontracting.

6.1. Vendor shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Vendor under which the assignee agrees to be bound by the duties and obligations of Vendor under this Agreement. The Vendor and assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Vendor referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Vendor under this Agreement as such duties and obligations may apply. The Vendor shall provide the City with a fully executed copy of any such subcontract.

6.2. MBE Goal – Intentionally Omitted

7. Insurance.

7.1. The Vendor shall carry the following insurance coverage with a company that is licensed to do business in Texas or otherwise approved by the City:

7.1.1. Commercial General Liability:

7.1.1.1. Combined limit of not less than \$2,000,000 per occurrence; \$4,000,000 aggregate; or

7.1.1.2. Combined limit of not less than \$1,000,000 per occurrence; \$2,000,000 aggregate and Umbrella Coverage in the amount of \$4,000,000. Umbrella policy shall contain a follow-form provision and shall include coverage for personal and advertising injury.

7.1.1.3. Defense costs shall be outside the limits of liability.

7.1.2. Automobile Liability Insurance covering any vehicle used in providing services under this Agreement, including owned, non-owned, or hired vehicles, with a combined limit of not less than \$1,000,000 per occurrence.

7.1.3. Professional Liability (Errors & Omissions) in the amount of \$1,000,000 per claim and \$1,000,000 aggregate limit.

7.1.4. Statutory Workers' Compensation and Employers' Liability Insurance requirements per the amount required by statute.

7.1.5. Technology Liability (Errors & Omissions)

7.1.5.1. Combined limit of not less than \$2,000,000 per occurrence; \$4million aggregate or

7.1.5.2. Combined limit of not less than \$1,000,000 per occurrence; \$2,000,000 aggregate and Umbrella Coverage in the amount of \$4,000,000. Umbrella policy shall contain a follow-form provision and shall include coverage for personal and advertising injury. The umbrella policy shall cover amounts for any claims not covered by the primary Technology Liability policy. Defense costs shall be outside the limits of liability.

7.1.5.3. Coverage shall include, but not be limited to, the following:

7.1.5.3.1. Failure to prevent unauthorized access;

7.1.5.3.2. Unauthorized disclosure of information;

7.1.5.3.3. Implantation of malicious code or computer virus;



7.1.5.3.4. Fraud, Dishonest or Intentional Acts with final adjudication language;

7.1.5.3.5. Intellectual Property Infringement coverage, specifically including coverage for intellectual property infringement claims and for indemnification and legal defense of any claims of intellectual property infringement, including infringement of patent, copyright, trade mark or trade secret, brought against the City for use of Deliverables, Software or Services provided by Vendor under this Agreement;

7.1.5.3.6. Technology coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, a separate policy specific to Technology E&O, or an umbrella policy that picks up coverage after primary coverage is exhausted. Either is acceptable if coverage meets all other requirements. Technology coverage shall be written to indicate that legal costs and fees are considered outside of the policy limits and shall not erode limits of liability. Coverage shall be maintained for the duration of the contractual agreement and for two (2) years following completion of services provided. An annual certificate of insurance, or a full copy of the policy if requested, shall be submitted to the City to evidence coverage; and

7.1.5.3.7. Any other insurance as reasonably requested by City.

## 7.2. General Insurance Requirements:

7.2.1. All applicable policies shall name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agents, and volunteers in respect to the contracted services.

7.2.2. The workers' compensation policy shall include a Waiver of Subrogation (Right of Recovery) in favor of the City of Fort Worth.

7.2.3. A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days' notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the Risk Manager, City of Fort Worth, 1000 Throckmorton, Fort Worth, Texas 76102, with copies to the City Attorney at the same address.

7.2.4. The insurers for all policies must be licensed and/or approved to do business in the State of Texas. All insurers must have a minimum rating of A- VII in the current A.M. Best Key Rating Guide, or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.

7.2.5. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement.

7.2.6. Certificates of Insurance evidencing that the Vendor has obtained all required insurance shall be delivered to and approved by the City's Risk Management Division prior to execution of this Agreement.

8. Compliance with Laws, Ordinances, Rules and Regulations. Vendor agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Vendor of any violation of such laws, ordinances, rules or regulations, Vendor shall immediately desist from and correct the violation.

9. Non-Discrimination Covenant. Vendor, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Vendor's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Vendor, its personal representatives, assigns, subcontractors or successors in interest, Vendor agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

10. Notices. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

TO THE CITY:	TO VENDOR:
City of Fort Worth Attn: Assistant City Manager 200 Texas Street Fort Worth TX 76102 Facsimile: (817) 392-6134  With Copy to the City Attorney at same address	Apex Systems, LLC. Attn: Legal Notices 4400 Cox Rd., Suite 200 Glen Allen, VA 23060

11. Solicitation of Employees. Neither the City nor Vendor shall, during the term of this Agreement and additionally for a period of one year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other during the term of this Agreement, without the prior written consent of the person's employer. This provision shall not apply to an employee who responds to a general solicitation or advertisement of employment by either party.

12. Governmental Powers. It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

13. No Waiver. The failure of the City or Vendor to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Vendor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

14. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

15. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. Force Majeure. The City and Vendor shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

17. Headings Not Controlling. Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

18. Review of Counsel. The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

19. Amendments. No amendment of this Agreement shall be binding upon a party hereto unless such amendment is set forth in a written instrument, and duly executed by an authorized representative of each party.

20. Entirety of Agreement. This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Vendor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

21. Counterparts. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or e-mail, and reflects the signing of the document by any party. Duplicates are valid and binding even if an original paper document bearing each party's original signature is not delivered.

22. Warranty of Services. Vendor warrants that its services will be of a professional quality and conform to generally prevailing industry standards. City must give written notice of any breach of this warranty within thirty (30) days from the date that the services are completed. In such event, at Vendor's option, Vendor shall either (a) use commercially reasonable efforts to re-perform the services, up to a maximum of the equivalent of forty (40) billable hours, in a manner that conforms with the warranty, or (b) refund the fees paid by the City to Vendor for the nonconforming services.

23. Network Access.

23.1. City Network Access. If Vendor, and/or any of its employees, officers, agents, servants or subcontractors (for purposes of this section "Vendor Personnel"), requires access to the City's computer network in order to provide the services herein, Vendor shall execute and comply a Network Access Agreement.

23.2. Federal Law Enforcement Database Access. If Vendor, or any Vendor Personnel, requires access to any federal law enforcement database or any federal criminal history record information system, including but not limited to Fingerprint Identification Records System ("FIRS"), Interstate Identification Index System ("III System"), National Crime Information Center ("NCIC") or National Fingerprint File ("NFF"), or Texas Law Enforcement Telecommunications Systems ("TLETS"), that is governed by and/or defined in Title 28, Code of Federal Regulations Part 20 ("CFR Part 20"), for the purpose of providing services for the administration of criminal justice as defined therein on behalf of the City or the Fort Worth Police Department, under this Agreement, Vendor shall comply with the Criminal Justice Information Services Security Policy and CFR Part 20, as amended, and shall separately execute the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum. No changes, modifications, alterations, or amendments shall be made to the Security Addendum. The document must be executed as is, and as approved by the Texas Department of Public Safety and the United States Attorney General.

24. Immigration Nationality Act. Vendor shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Vendor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Vendor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Vendor employee who is not legally eligible to perform such services. **VENDOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY VENDOR, VENDOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to Vendor, shall have the right to immediately terminate this Agreement for violations of this provision by Vendor.

25. Informal Dispute Resolution. Except in the event of termination pursuant to Section 4.2, if either City or Vendor has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation in Tarrant County, Texas, upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. The mediator shall be agreed to by the parties. Each party shall be liable for its own expenses, including attorney's fees; however, the parties shall share equally in the costs of the mediation. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance



with this informal dispute resolution process, the parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

26. No Boycott of Israel. If Vendor has fewer than 10 employees or the Agreement is for less than \$100,000, this section does not apply. Vendor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. *By signing this Addendum, Vendor certifies that Vendor's signature provides written verification to City that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.*

27. Reporting Requirements.

27.1. For purposes of this section, the words below shall have the following meaning:

27.1.1. *Child* shall mean a person under the age of 18 years of age.

27.1.2. *Child pornography* means an image of a child engaging in sexual conduct or sexual performance as defined by Section 43.25 of the Texas Penal Code.

27.1.3. *Computer* means an electronic, magnetic, optical, electrochemical, or other high-speed data processing device that performs logical, arithmetic, or memory functions by the manipulations of electronic or magnetic impulses and includes all input, output, processing, storage, or communication facilities that are connected or related to the device.

27.1.4. *Computer technician* means an individual who, in the course and scope of employment or business, installs, repairs, or otherwise services a computer for a fee. This shall include installation of software, hardware, and maintenance services.

27.2. Reporting Requirement. If Vendor meets the definition of Computer Technician as defined herein, and while providing services pursuant to this Agreement, views an image on a computer that is or appears to be child pornography, Vendor shall immediately report the discovery of the image to the City and to a local or state law enforcement agency or the Cyber Tip Line at the National Center for Missing and Exploited Children. The report must include the name and address of the owner or person claiming a right to possession of the computer, if known, and as permitted by law. Failure by Vendor to make the report required herein may result in criminal and/or civil penalties.

28. Survival of Provisions. The parties' duties and obligations pursuant to sections related to Duties and Obligations, Disclosure of Conflicts and Confidential Information, Right to Audit, and Liability and Indemnification shall survive termination of this Agreement.

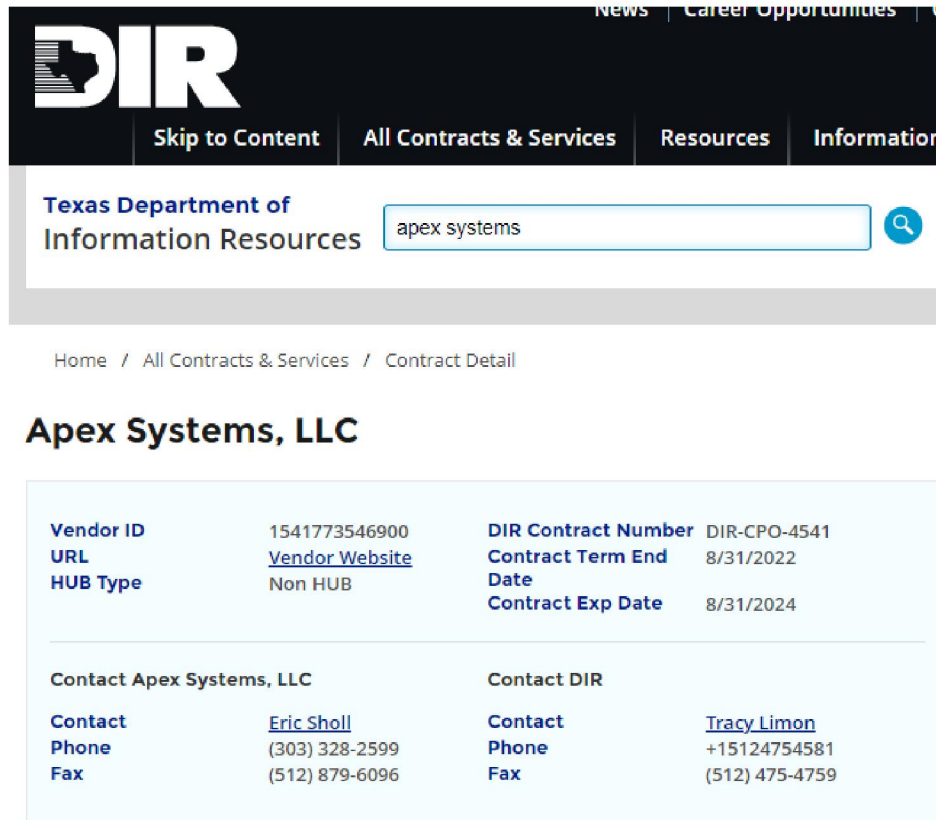
**Schedule B  
Cooperative Contract**

Texas Department of Information Resources

DIR-CPO-4541

Initial Term: October 1, 2020 through August 31, 2022 with two (2) optional one-year renewals

<https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-CPO-4541&keyword=apex%20systems>



<b>Vendor ID</b>	1541773546900	<b>DIR Contract Number</b>	DIR-CPO-4541
<b>URL</b>	<a href="#">Vendor Website</a>	<b>Contract Term End Date</b>	8/31/2022
<b>HUB Type</b>	Non HUB	<b>Contract Exp Date</b>	8/31/2024

<b>Contact Apex Systems, LLC</b>		<b>Contact DIR</b>	
<b>Contact</b>	<a href="#">Eric Sholl</a>	<b>Contact</b>	<a href="#">Tracy Limon</a>
<b>Phone</b>	(303) 328-2599	<b>Phone</b>	+15124754581
<b>Fax</b>	(512) 879-6096	<b>Fax</b>	(512) 475-4759

**Contract Overview**

Apex Systems, LLC., offers Information Technology Staff Augmentation Contract (ITSAC) services through this contract at set not-to-exceed labor rates. Customers may competitively solicit ITSAC services through requests for resume or statements of work (SOW). Contracts may be used by all eligible Customers including Texas State Agencies, as defined by TGC 2054.003 (13), units of Local Government, as defined by TGC 2054.003 (9), cities, counties, public school districts, municipalities, Special Purpose Districts, Institutions of Higher Education, as defined by TEC 61.003, assistance organizations, as defined by TGC 2175.001, Electric Reliability Council of Texas (ERCOT), Lower Colorado River Authority (LCRA), Private Schools, as defined by TEC 5.001, Private or Independent Institutions of Higher Education, as defined by TEC 61.003, Volunteer Fire Departments, as defined by TTC 152.001, Public Safety Entities, as defined by 47 U.S.C. Section 1401, County hospitals, public hospitals or hospital districts, and public entities outside Texas, as defined by TGC 2054.0565. Resellers are not available for this ITSAC contract.

**Schedule C**

Texas DIR-CPO-4541

Appendix C, ITSAC Not To Exceed Rates

## Not to Exceed Rates

These rates represent the highest bill rate for each Title that a Contract Holder may propose in Response to a Customer solicitation.

NOTE: Areas shaded gray (Undefined Rows and the Specialist Level Column) are for use on Customer solicitations only.

Category	Title	Intern Level 1	Intern Level 2	Intern Level 3	Level 1	Level 2	Level 3	Specialist Level
		Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Open Hourly Bill Rate
Applications / Software Development	DevOps Engineer	\$ 36.98	\$ 55.47	\$ 73.95	\$ 92.44	\$ 121.86	\$ 166.85	
	Systems Analyst	\$ 39.28	\$ 58.92	\$ 78.57	\$ 98.21	\$ 119.20	\$ 144.24	
	Applications Architect	\$ 34.54	\$ 51.80	\$ 69.07	\$ 86.34	\$ 108.68	\$ 149.51	
	Business Analyst	\$ 34.31	\$ 51.47	\$ 68.62	\$ 85.78	\$ 98.21	\$ 127.59	
	Cloud Solutions Architect	\$ 46.47	\$ 69.71	\$ 92.94	\$ 116.18	\$ 137.36	\$ 185.43	
	Artificial Intelligence/Machine Learning Engineer	\$ 38.46	\$ 57.70	\$ 76.93	\$ 96.16	\$ 117.47	\$ 142.12	
	Developer/Programmer Analyst	\$ 20.40	\$ 30.60	\$ 40.80	\$ 63.50	\$ 79.00	\$ 104.50	
	Enterprise Architect	\$ 36.56	\$ 54.84	\$ 73.13	\$ 91.41	\$ 116.79	\$ 151.54	
	Enterprise Resource Planning (ERP) Business Analyst	\$ 25.35	\$ 38.03	\$ 50.70	\$ 89.20	\$ 102.40	\$ 120.80	
	ERP Developer	\$ 29.26	\$ 43.88	\$ 58.51	\$ 73.14	\$ 114.79	\$ 167.84	
	Mobile Applications Developer	\$ 36.56	\$ 54.84	\$ 73.13	\$ 91.41	\$ 115.80	\$ 152.32	
	Technical Writer	\$ 18.69	\$ 28.03	\$ 37.37	\$ 46.72	\$ 73.94	\$ 93.79	
	Digital Product Manager	\$ 40.62	\$ 60.93	\$ 81.24	\$ 101.54	\$ 137.07	\$ 193.94	
	Software Engineer	\$ 28.85	\$ 43.27	\$ 57.70	\$ 72.12	\$ 101.57	\$ 147.35	
	Software Developer	\$ 42.03	\$ 63.05	\$ 84.07	\$ 105.08	\$ 131.12	\$ 144.24	
	Undefined Title: Applications/Software Development							
Data / Database Administration	Database Administrator	\$ 39.28	\$ 58.92	\$ 78.57	\$ 98.21	\$ 119.20	\$ 144.24	
	Data Analyst/Report Writer	\$ 21.95	\$ 32.92	\$ 43.89	\$ 54.87	\$ 90.63	\$ 147.25	
	Data Architect	\$ 57.69	\$ 86.54	\$ 115.39	\$ 144.24	\$ 160.00	\$ 179.60	
	Data Modeler	\$ 28.01	\$ 42.01	\$ 56.01	\$ 70.01	\$ 110.71	\$ 152.32	
	Data Scientist (Big Data Engineer)	\$ 34.92	\$ 52.38	\$ 69.84	\$ 87.30	\$ 112.00	\$ 142.24	
	Business Intelligence Analyst	\$ 23.64	\$ 35.46	\$ 47.28	\$ 59.11	\$ 85.32	\$ 121.86	
	Undefined Title: Data/Database Administration							
Web Development	Front-End Web Developer/Web Designer	\$ 17.16	\$ 25.74	\$ 34.32	\$ 42.89	\$ 70.00	\$ 117.43	
	Web Developer	\$ 20.36	\$ 30.55	\$ 40.73	\$ 50.91	\$ 85.00	\$ 123.38	
	Senior Web Developer	\$ 31.91	\$ 47.87	\$ 63.82	\$ 79.78	\$ 103.04	\$ 127.40	
	Web Administrator	\$ 34.31	\$ 51.47	\$ 68.62	\$ 85.78	\$ 98.21	\$ 119.20	
	Undefined Title: Web Developer							
Quality Assurance & Testing	QA Engineer - Automated	\$ 24.03	\$ 36.05	\$ 48.06	\$ 60.08	\$ 77.68	\$ 92.17	
	QA/Test Manager	\$ 29.61	\$ 44.42	\$ 59.23	\$ 74.03	\$ 116.31	\$ 144.95	
	QA Associate/Analyst	\$ 19.59	\$ 29.38	\$ 39.17	\$ 48.96	\$ 59.73	\$ 75.48	
	Undefined Title: Quality Assurance (QA) and Testing							
Networking / Telecommunications	Network Engineer	\$ 23.40	\$ 35.10	\$ 46.80	\$ 58.50	\$ 86.36	\$ 127.59	
	Wireless Network Engineer	\$ 21.12	\$ 31.68	\$ 42.24	\$ 52.80	\$ 82.24	\$ 145.20	
	Network Administrator	\$ 34.31	\$ 51.47	\$ 68.62	\$ 85.78	\$ 98.21	\$ 119.20	
	Telecommunications Manager	\$ 29.27	\$ 43.90	\$ 58.53	\$ 73.16	\$ 90.00	\$ 122.86	
	Telecommunications Technician	\$ 29.97	\$ 44.95	\$ 59.94	\$ 74.92	\$ 85.78	\$ 98.21	
	Network Operations Center (NOC) Technician	\$ 16.68	\$ 25.02	\$ 33.36	\$ 41.70	\$ 65.09	\$ 96.52	
	Undefined Title: Networking/Telecommunications							
Security	Data Security Analyst	\$ 36.71	\$ 55.07	\$ 73.43	\$ 91.78	\$ 105.08	\$ 131.12	
	Security Administrator	\$ 20.87	\$ 31.31	\$ 41.75	\$ 52.19	\$ 85.03	\$ 122.69	
	Network Security Analyst	\$ 42.03	\$ 63.05	\$ 84.07	\$ 105.08	\$ 131.12	\$ 158.66	
	Network Security Engineer	\$ 26.45	\$ 39.67	\$ 52.90	\$ 66.12	\$ 105.66	\$ 123.91	
	Information Security Manager	\$ 41.89	\$ 62.83	\$ 83.78	\$ 104.72	\$ 139.62	\$ 174.53	
	IT Auditor	\$ 36.71	\$ 55.07	\$ 73.43	\$ 91.78	\$ 105.08	\$ 131.12	
	Undefined Title: Security							
Project Management	Project Manager	\$ 39.28	\$ 58.92	\$ 78.57	\$ 98.21	\$ 119.20	\$ 144.24	
	Project Lead	\$ 35.35	\$ 53.03	\$ 70.71	\$ 88.39	\$ 125.96	\$ 169.09	
	Program Manager	\$ 41.04	\$ 61.56	\$ 82.08	\$ 102.60	\$ 120.87	\$ 163.55	
	Agile Scrum Master	\$ 27.31	\$ 40.97	\$ 54.62	\$ 68.28	\$ 109.68	\$ 154.39	
	Agile Coach	\$ 30.50	\$ 45.76	\$ 61.01	\$ 76.26	\$ 121.88	\$ 167.65	
	Undefined Title: Project Management							



Category	Title	Intern Level 1	Intern Level 2	Intern Level 3	Level 1	Level 2	Level 3	Specialist Level
		Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Open Hourly Bill Rate
Technical Services, Help Desk & Operations	Support Technician	\$ 15.83	\$ 23.74	\$ 31.65	\$ 39.56	\$ 58.00	\$ 82.52	
	Help Desk Technician	\$ 14.83	\$ 22.25	\$ 29.66	\$ 37.08	\$ 52.55	\$ 65.75	
	Business Continuity Analyst	\$ 42.03	\$ 63.05	\$ 84.07	\$ 105.08	\$ 112.00	\$ 119.20	
	Product Support Analyst	\$ 18.45	\$ 27.67	\$ 36.90	\$ 46.12	\$ 70.00	\$ 101.93	
	Site Reliability Engineer	\$ 30.00	\$ 45.00	\$ 60.00	\$ 75.00	\$ 85.62	\$ 95.06	
	Instructor Trainer	\$ 23.33	\$ 34.99	\$ 46.66	\$ 58.32	\$ 73.18	\$ 91.75	
	Operations							
Information Technology Service Management (ITSM Operations)	Change Management Manager/ Organizational Change Management (OCM)	\$ 24.64	\$ 36.97	\$ 49.29	\$ 61.61	\$ 100.00	\$ 144.08	
	Process Improvement Manager	\$ 24.35	\$ 36.53	\$ 48.70	\$ 60.88	\$ 92.82	\$ 118.55	
	Undefined Title: ITSM Operation							
IT Marketing	Communication Coordinators	\$ 15.72	\$ 23.58	\$ 31.43	\$ 39.29	\$ 45.68	\$ 61.94	
	Customer Relationship Management (CRM)	\$ 19.51	\$ 29.26	\$ 39.02	\$ 48.77	\$ 64.99	\$ 98.48	
	Digital Marketing Analyst	\$ 18.38	\$ 27.58	\$ 36.77	\$ 45.96	\$ 56.16	\$ 72.63	
	Web Content Technician/Manager	\$ 17.66	\$ 26.49	\$ 35.32	\$ 44.16	\$ 85.00	\$ 133.94	
	Undefined Title: IT Marketing							
Information Technology Contract Management	IT Contract Manager	\$ 28.01	\$ 42.01	\$ 56.02	\$ 70.02	\$ 82.24	\$ 120.83	
	IT Contract Administrator/Technician	\$ 22.58	\$ 33.87	\$ 45.16	\$ 56.45	\$ 64.58	\$ 73.90	
	IT Procurement Technician	\$ 26.18	\$ 39.26	\$ 52.35	\$ 65.44	\$ 74.92	\$ 85.78	
	Undefined Title: IT Contracting and Procurement							

## **SCHEDULE D**

### **NETWORK ACCESS AGREEMENT**

1. The Network. The City owns and operates a computing environment and network (collectively the "Network"). Vendor wishes to access the City's network in order to provide description of services. In order to provide the necessary support, Vendor needs access to the City's Network including, but not limited to, i.e. Internet, Intranet, email, HEAT System, and INNOTAS.

2. Grant of Limited Access. Vendor is hereby granted a limited right of access to the City's Network for the sole purpose of providing staff augmentation services. Such access is granted subject to the terms and conditions forth in this Agreement and applicable provisions of the City's Administrative Regulation D-7 (Electronic Communications Resource Use Policy), of which such applicable provisions are hereby incorporated by reference and made a part of this Agreement for all purposes herein and are available upon request.

3. Network Credentials. The City will provide Vendor with Network Credentials consisting of user IDs and passwords unique to each individual requiring Network access on behalf of the Vendor. Access is being granted for purposes of completing services for the City pursuant to the Agreement and Access shall expire at the completion of the, or upon termination of the Agreement, whichever occurs first.

4. Renewal. This Network Access Agreement shall be renewed in accordance with the Agreement if the following conditions are met:

- 4.1. Contracted services have not been completed;
- 4.2. Contracted services have not been terminated; and
- 4.3. Within the thirty (30) days prior to the scheduled annual expiration of this Agreement, the Vendor has provided the City with a current list of its officers, agents, servants, employees or representatives requiring Network credentials.

Notwithstanding the scheduled contract expiration or the status of completion of services, Vendor shall provide the City with a current list of officers, agents, servants, employees or representatives that require Network credentials on an annual basis. Failure to adhere to this requirement may result in denial of Access and/or termination of this Network Access Agreement.

5. Network Restrictions. Vendor officers, agents, servants, employees or representatives may not share the City-assigned user IDs and passwords. Vendor acknowledges, agrees and hereby gives its authorization to the City to monitor Vendor's use of the City's Network in order to ensure Vendor's compliance with this Network Access Agreement. A breach by Vendor, its officers, agents, servants, employees or representatives, of this Agreement and any other written instructions or guidelines that the City provides to Vendor pursuant to this Network Access Agreement shall be grounds for the City immediately to deny Vendor access to the Network and Vendor's Data, terminate the Agreement and the Network Access Agreement, and pursue any other remedies that the City may have under the Agreement or this Network Access Agreement or at law or in equity.

5.1. Notice to Vendor Personnel – For purposes of this section, Vendor Personnel shall include all officers, agents, servants, employees, or representatives of Vendor. Vendor shall be responsible for specifically notifying all Vendor Personnel who will provide services to the

City under this agreement of the following City requirements and restrictions regarding access to the City's Network:

5.1.1. Vendor shall be responsible for any City-owned equipment assigned to Vendor Personnel, and will immediately report the loss or theft of such equipment to the City;

5.1.2. Vendor, and/or Vendor Personnel, shall be prohibited from connecting personally-owned computer equipment to the City's Network;

5.1.3. Vendor Personnel shall protect City-issued passwords and shall not allow any third party to utilize their password and/or user ID to gain access to the City's Network;

5.1.4. Vendor Personnel shall not engage in prohibited or inappropriate use of Electronic Communications Resources as described in the City's Administrative Regulation D7;

5.1.5. Any document created by Vendor Personnel in accordance with this Agreement is considered the property of the City and is subject to applicable state regulations regarding public information;

5.1.6. Vendor Personnel shall not copy or duplicate electronic information for use on any non-City computer except as necessary to provide services pursuant to this Agreement;

5.1.7. All network activity may be monitored for any reason deemed necessary by the City; and

5.1.8. A Network user ID may be deactivated when the responsibilities of the Vendor Personnel no longer require Network access

6. Termination. In addition to the other rights of termination set forth herein, the City may terminate this Network Access Agreement at any time and for any reason with or without notice, and without penalty to the City. Upon termination of this Network Access Agreement, Vendor agrees to remove entirely any client or communications software provided by the City from all computing equipment used and owned by the Vendor, its officers, agents, servants, employees and/or representatives to access the City's Network.

7. Information Security. Vendor agrees to make every reasonable effort in accordance with accepted security practices to protect the Network credentials and access methods provided by the City from unauthorized disclosure and use. Vendor agrees to notify the City immediately upon discovery of a breach or threat of breach which could compromise the integrity of the City's Network, including but not limited to, theft of Vendor-owned equipment that contains City-provided access software, termination or resignation of officers, agents, servants, employees or representatives with access to City-provided Network credentials, and unauthorized use or sharing of Network credentials.

ACCEPTED AND AGREED:

**FORT WORTH:**

<p><b>City of Fort Worth</b></p> <p>By: <u><i>Valerie Washington</i></u> Valerie Washington (Mar 12, 2021 14:06 CST)</p> <p>Name: Valerie Washington Title: Assistant City Manager</p> <p>Date: <u>Mar 12, 2021</u></p> <p><b>Approval Recommended:</b></p> <p>By: <u><i>Kevin Gunn</i></u> Name: Kevin Gunn Title: Director, IT Solutions</p> <p><b>Attest:</b></p> <p>By: <u><i>Mary J. Kayser</i></u> Name: Mary J. Kayser Title: City Secretary</p> 	<p><b>Contract Compliance Manager:</b> By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: <u><i>Cynthia Tyree</i></u> Cynthia Tyree (Mar 4, 2021 10:47 CST)</p> <p>Name: Cynthia Tyree Title: Sr. IT Solutions Manager</p> <p><b>Approved as to Form and Legality:</b></p> <p>By: <u><i>JB Strong</i></u> JB Strong (Mar 11, 2021 16:56 CST)</p> <p>Name: John B. Strong Title: Assistant City Attorney</p> <p><b>Contract Authorization:</b> <b>M&amp;C:</b> 21-0084 <b>Approval Date:</b> 2/2/2021 <b>1295 Form:</b> 2020-684356</p>
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**VENDOR:**

<p>Apex Systems, LLC.</p> <p><b>Eric Sholl</b></p> <p>By: _____ Name: Eric Sholl Title: Associate Industry Director   Principal</p> <p>Date: <u>March 4, 2021</u></p> <p><small>Digitally signed by Eric Sholl DN: cn=Eric Sholl, o=Apex Systems, LLC., ou, email=esholl@apexsystems.com, c=US Date: 2021.03.04 09:23:57 -07'00'</small></p>
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**OFFICIAL RECORD  
CITY SECRETARY  
FT. WORTH, TX**



# CITY COUNCIL AGENDA



**DATE:** 2/2/2021 **REFERENCE NO.:** \*\*M&C 21-0084 **LOG NAME:** 13P STAFF AUGMENTATION ITS AND WATER ADK

**CODE:** P **TYPE:** CONSENT **PUBLIC HEARING:** NO

**SUBJECT:** (ALL) Authorize the Execution of Agreements with SRB Systems Inc., Luna Data Solutions, Inc., Insight Global LLC, TEKsystems, Inc., GTS Technology Solutions, Inc., and Apex Systems, LLC for Staff Augmentation Services in the Annual Amount of \$2,550,000.00 Using Various Cooperatives and Ratify Expenditures in the Amount of \$100,000.00 for the Information Technology Solutions and Water Departments

## RECOMMENDATION:

It is recommended that the City Council authorize the execution of agreements with SRB Systems Inc., Luna Data Solutions, Inc., Insight Global LLC, TEKsystems, Inc., GTS Technology Solutions, Inc., and Apex Systems, LLC for staff augmentation services in the annual amount of \$2,550,000.00 using various cooperatives and ratify expenditures in the amount of \$100,000.00 for the Information Technology Solutions and Water Departments.

## DISCUSSION:

On November 1, 2016, City Council approved Mayor and Council Communication (M&C) C-27983, authorizing the execution of Professional Service Agreements (Agreements) with staff augmentation vendors in the annual amount of \$2,100,000.00. M&Cs C-28636 and C-28999 were subsequently executed to add additional vendors, increasing the opportunity of receiving competitive pricing. The annual spending authority was increased by \$300,000.00 in June of 2020 via M&C 20-0410 for a total annual amount of \$2,400,000.00 to support the implementation of the Water Department's MyH2O initiative.

The purpose of these Agreements is to add staff augmentation vendors for the Information Technology Solutions (ITS) and Water Departments to have Agreements in place to assist in the development and implementation of technology projects and to use as temporary backfills for staffing vacancies. When augmentation services are needed, individual recruitments are sent to each vendor to ensure that the City receives competitive pricing and qualified candidates.

Upon approval of this M&C, the funds will be distributed between the ITS and Water Departments as follows:

Information Technology Solutions	\$2,100,000.00
Water	\$450,000.00

The previously utilized DIR cooperative contracts have expired and the vendors have been awarded new contracts. This action seeks to replace the existing M&Cs to allow for continued services. The following cooperative contracts will be utilized for the respective vendors:

Vendor	Contract No.	Contract Expiration
Insight Global	GS-35F-0247Y	March 19, 2022
SRB Systems, Inc.	DIR-CPO-4589	August 31, 2024
Luna Data Solutions, Inc.	DIR-CPO-4582	August 31, 2024
TEKSystems, Inc.	DIR-CPO-4638	August 31, 2024
GTS Technology Solutions, Inc.	DIR-CPO-4526	August 31, 2024
Apex Systems, LLC	DIR-CPO-4521	August 31, 2024

It is requested that City Council ratify expenditures in the amount of \$100,000.00. In anticipation of a new M&C, ITS staff executed a contract with TekSystems, Inc. in the amount of \$100,000.00. A contractor, engaged through TekSystems under their previous DIR cooperative contract, has been assigned to high priority tasks for the Human Capital Management (HCM) system payroll task initiative. To ensure that the progress of the project was not impacted, the contract was executed to allow for continued services.

In order for these Agreements to align with the City's fiscal year, adoption of this Mayor and Council Communication (M&C) technically authorizes (i) a series of Purchase Agreements, each of which will align to the terms of the respective cooperative contract to ensure legal authority exists for the contract, and (ii) an annual spend amount, future years of which would be subject to City Council appropriation.

In the event that a cooperative contract is not renewed, staff would cease purchasing at the end of the last Purchase Agreement coinciding with the valid cooperative contract. If the City Council were to not appropriate funds for a future year, staff would stop making purchases when the last appropriation expires, regardless of whether the then-current Purchase Agreement has expired. The City initially use these cooperative contracts to make purchases authorized by this M&C. The cooperative contracts expire on various dates. If a cooperative contract is extended, this M&C authorizes the City to purchase similar services under the extended contracts. If a cooperative contract is not extended, but a new cooperative contract is executed with the respective vendor with substantially similar terms as the previous cooperative contract, this M&C authorizes the City to purchase the services under the new cooperative contract.

**COOPERATIVE PURCHASE** - State law provides that a local government purchasing an item under a Cooperative Purchasing Agreement satisfies any state law requiring that the local government seek competitive bids for the purchase of the item. The contract was competitively bid to increase and simplify the purchasing power of government entities across the State of Texas.

**M/WBE** - An MBE/SBE goal is not assigned when purchasing from an approved purchasing cooperative or public entity.

**ADMINISTRATIVE CHANGE ORDER** - An administrative change order or increase may be made by the City Manager up to the amount allowed by relevant law and the Fort Worth City Code and does not require specific City Council approval as long as sufficient funds have been appropriated.

**AGREEMENT TERM:** Upon City Council's approval, the initial term of these Agreements shall commence upon final execution of the Professional Services Agreements and expire in accordance with the terms and conditions of the respective cooperative agreement. The Agreements may be renewed up to five (5) additional one-year terms.

#### **FISCAL INFORMATION/CERTIFICATION:**

The Director of Finance certifies that funds are available in the current operating and capital budgets, as previously appropriated, in the participating departments' Operating Funds to support the approval of the above recommendations and execution of the contracts. Prior to any expenditure being incurred, the participating departments have the responsibility to validate the availability of funds.

BQN\\

**TO**

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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**FROM**

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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**Submitted for City Manager's Office by:**

Jay Chapa (5804)  
Valerie Washington (6192)

**Originating Department Head:**

Kevin Gunn (2015)  
Reginald Zeno (8517)

**Additional Information Contact:**

Cynthia Garcia (8525)  
Ashley Kadva (2047)

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**ATTACHMENTS**