

**Meeting Date:** 6/23/2015

**Report Type:** Consent

**Report ID:** 2015-00502

**Title: Fiscal Year 2015/16 Maintenance and Technical Support Services for Computer-Related Software and Hardware Equipment Report (Published 06/11/2015 for Review)**

**Location:** Citywide

**Recommendation:** Pass a Motion 1) authorizing the City Manager or his designee to renew the annual software license and maintenance/technical support services agreements with County of Sacramento, EMC Corporation, ESRI Inc., Generis Corp, PaperFree Corporation, Sitecore USA, The Active Network, and Versaterm for an amount not to exceed \$2,284,000; 2) authorizing the City Manager or his designee to execute Supplemental Agreement No. 2 to Agreement 2015-0137 with Community College Foundation for a student intern program and to increase the amount by \$150,000 to a total not to exceed amount of \$200,000; 3) authorizing the City Manager or his designee to execute Supplemental Agreement No. 3 to Agreement 2011-1247 with 3D Datacom for telecommunication cabling services and to increase amount by \$150,000 for a total not to exceed amount of \$712,500; 4) authorizing the City Manager or his designee to execute Supplemental Agreement No. 3 to Agreement 2011-1248 with Integrity Data and Fiber for telecommunication cabling services and to increase the amount by \$250,000 for a total not to exceed amount of \$1,187,500.

**Contact:** Cassy Vaioleti-Matu, Program Analyst, (916) 808-8047, Information Technology Department

**Presenter:** Ignacio Estevez, IT Manager, (916) 808-7349, Information Technology Department, Maria MacGunigal, (916) 808-7998, Chief Information Officer, Information Technology Department

**Department:** Information Technology

**Division:** IT Business Management

**Dept ID:** 07001011

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Exhibit A
- 4-Contract

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### **City Attorney Review**

Approved as to Form  
Audreyell A. Anderson  
6/4/2015 1:45:32 PM

### **Approvals/Acknowledgements**

Department Director or Designee: Maria MacGunigal - 6/2/2015 4:20:27 PM

## Description/Analysis

**Issue Detail:** In May 2015, the Information Technology (IT) Department conducted its annual review of all citywide computer-related supplies and technical services purchased in FY2014/15. The review shows the City has ongoing agreements which provide for annual renewal of software license and maintenance/technical support services from multiple vendors where the annual expenditures per vendor exceed \$100,000. The Sacramento City Code requires Council approval for purchases of \$100,000 or more.

Staff requests spending authorization to cover the annual renewal of the software license, maintenance, and technical services agreements with the vendors listed in Exhibit A.

**Policy Considerations:** The recommendations in this report are in accordance with the goals, objectives, initiatives and operating principles of the City's IT Department, Sacramento City Code Chapters 3.56 and 3.64, and Administrative Policy Nos. 4001, 4104 and 4102.

**Economic Impacts:** None

**Environmental Considerations:** The report concerns administrative activities that will not have a significant effect on the environment, and does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) [CEQA Guidelines Sections 15061(b)(3);15378(b)(2)].

**Sustainability:** Under Phase 1 of the City of Sacramento's Climate Action Plan, all applicable "Green" technology initiatives will be considered prior to the purchase of IT equipment hardware and software.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** The vendors listed in Exhibit A have met the City's policy requirements for contracting and are providing ongoing maintenance and technical support services for software and hardware equipment purchases previously approved by City Council. The maintenance agreements identified in Exhibit A provide required support for several of the City's most critical business systems. To increase efficiency, the request for spending authorization is presented in an annual consolidated fashion rather than as multiple requests throughout the year.

**Financial Considerations:** The request for authority to renew the software license, maintenance and technical service agreements identified in Exhibit A does not exceed \$2,834,000. Staff has spent considerable time negotiating with all vendors to minimize or, where possible, eliminate these annual increases. At such time that the overall total or individual limit by company exceeds the amounts in this resolution, or in cases involving unanticipated purchases of IT hardware, software or services, separate Council authorization will be requested. Funding for the renewal of ongoing license and maintenance/support services are included in the FY2015/16 IT operating and CIP budgets.

**Local Business Enterprise (LBE):** The City's LBE program requirements do not apply to cooperative purchase agreements bid by other agencies.

## Background

This report has been prepared to ensure that City Council is aware of the overall levels of IT purchases citywide and that we are in compliance with the Council's directive that all purchases from a single company exceeding \$100,000 cumulatively be reviewed and approved.

Staff Review: For the past several years, the City Council has approved and authorized the purchase of ongoing computer related supplies (including hardware and software maintenance) and technical services in a consolidated approval format. Below is a summary of the previously approved IT purchases for ongoing hardware and software maintenance, and technical support services.

- a. Fiscal Year 2009/10: not-to-exceed \$1,785,000 (Resolution 2009-418).
- b. Fiscal Year 2010/11: not-to-exceed \$2,285,000 (Resolution 2010-261)
- c. Fiscal Year 2011/12: not-to-exceed \$2,426,500 (Resolution 2011-382)
- d. Fiscal Year 2012/13: not-to-exceed \$2,677,000 (Resolution 2012-426)
- e. Fiscal Year 2013/14: not-to-exceed \$4,410,000 (Motion 2013-00465).
- f. Fiscal Year 2014/15: not-to-exceed \$2,221,584 (Motion 2014-00458)

During the third quarter of each fiscal year, staff reviews IT purchases, comparing the level of those purchases to budgets in the new fiscal year preparing a report similar to this for Council review and approval. In certain situations where the overall total or individual limit by the vendor exceeds the amounts listed in the attached resolution, or in cases involving unanticipated purchases of IT hardware, software and/or services, individual Council report requests will be prepared for Council's approval. Although annual contract amounts may fluctuate, an average of \$2.6 million per year has been allocated for software licenses and maintenance/technical support services over the past five years.

**IT Technical Support and Maintenance Contracts**

<b>Vendor Name</b>	<b>Amount</b>	<b>Description</b>
3D Datacom	\$150,000	Execute Supplemental Agreement No. 3 to City Agreement 2011-1247 for telecommunication cabling services increasing the new total not-to-exceed amount to \$712,500.
Community College Foundation	\$150,000	Execute Supplemental Agreement No.1 to Agreement 2015-0137 for student Intern program increasing the new total not-to-exceed amount to \$200,000.
County of Sacramento	\$1,403,000	Maintenance and access to County of Sacramento information database systems that include support to law enforcement (CJIS, JIMS) (\$360,000) – City Agreement 2006-0784.  800 MHz radio system user fees for the Sacramento Regional Radio Communication System (SRRCS) (\$965,000) – City Agreement 2010-1010.  Web Geographic Information Systems and other IT systems (\$78,000) – City Agreement 2013-0453
EMC	\$100,000	Software license, maintenance and technical support for the Citywide Content Management System (CCM). City Agreement 2007-1203-A.
ESRI Inc.	\$150,000	Software license, maintenance and technical support for ESRI software. City Agreement 2005-0949.
Generis Corp	\$140,000	Software license, maintenance and technical support for CARA software. City Agreement 2015-0652.
Integrity Data and Fiber	\$250,000	Execute Supplemental Agreement No. 3 to City Agreement 2011-1248 for fiber and data networking increase the new total not-to-exceed amount to \$1,187,500.
PaperFree Corporation -	\$6,000	Software license, maintenance and technical support for the City's Accounts Payable Invoice Automation System. City Agreement 2015-0185.
Sitecore USA	\$15,000	Software license, maintenance and technical support for the City's website. City Agreement 2012-0794.
The Active Network	\$70,000	Software license, maintenance and technical support for the City's Cashiering and Class Registration System. City Agreement 2005-094
Versaterm	\$400,000	Software license, maintenance and technical support for the CAD and RMS database system used by the Police Department – City Manager Agreement 2002-189.
<b>Total</b>	<b>\$2,834,000</b>	

SUPPLEMENT AGREEMENT

Project Title and Job Number: IT Department Internship Program
Purchase Order #:

Date:
Contract Supplement No.: 1

The City of Sacramento ("City") and The Community College Foundation ("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number 2015-0137, including any prior contract supplements modifying the agreement (the agreement and contract supplements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

- 1. The Agreement's Time of Performance specified in Exhibit A is hereby extended through June 20, 2016 .
2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by \$150,000 and the Agreement's maximum not-to-exceed amount is amended as follows:

Table with 2 columns: Description and Amount. Rows include Agreement's original not-to-exceed amount (\$50,000), Net change by previous contract supplements (\$0), Not-to-exceed amount prior to this contract supplement (\$50,000), Increase/decrease by this contract supplement (\$150,000), and New not-to exceed amount including all contract supplements (\$200,000).

- 3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
4. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this contract supplement.

Approval Recommended By:

Approved As To Form By:

Project Manager

City Attorney

Approved By:

Handwritten signature of Project Manager

Contractor

Attested To By:

Approved By:

City of Sacramento

City Clerk

**SUPPLEMENTAL AGREEMENT**

**Project Title and Job Number: Telecommunications OSP/ISP Cabling Services**  
**Purchase Order #:**

Date: 6-10-15  
**Supplemental Agreement No.: 3**

The City of Sacramento ("City") and 3D Datacom ("Contractor"), as parties to that certain Non-Professional Services Agreement designated as Agreement Number 2011-1247, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of services specified in Exhibit A of the Agreement is amended as follows:
  - a. The Term of the agreement is extended to June 30, 2016.
2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by \$150,000 and the Agreement's maximum not-to-exceed amount is amended as follows:
 

Agreement's original not-to-exceed amount:	\$150,000
Net change by previous supplemental agreements:	\$412,500
Not-to-exceed amount prior to this supplemental agreement:	\$562,500
Increase by this supplemental agreement:	\$150,000
New not-to exceed amount including all supplemental agreements:	\$712,500
3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

**Approved :**

**Approved As To Form By:**

\_\_\_\_\_  
Maria MacGunigal, Chief Information Officer  
Information Technology Department  
For: John F. Shirey, City Manager

\_\_\_\_\_  
City Attorney

**Approved By:**

Peter Pedersen, V.P.

Signature of Authorized person for  
3D Datacom, Contractor

**Attested To By**

Peter Pedersen, V.P.

Print Name and Title

\_\_\_\_\_  
City Clerk

**SUPPLEMENTAL AGREEMENT**

**Project Title and Job Number: Telecommunications OSP/ISP Cabling Services**  
**Purchase Order #:**

**Date:** \_\_\_\_\_  
**Supplemental Agreement No.: 3**

The City of Sacramento ("City") and Integrity Data and Fiber ("Contractor"), as parties to that certain Non-Professional Services Agreement designated as Agreement Number 2011-1248, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of services specified in Exhibit A of the Agreement is amended as follows:
  - a. The term of the agreement is extended to June 30, 2016.
2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses is increased by \$250,000 and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$250,000
Net change by previous supplemental agreements:	\$687,500
Not-to-exceed amount prior to this supplemental agreement:	\$937,500
Increase by this supplemental agreement:	\$250,000
New not-to exceed amount including all supplemental agreements:	\$1,187,500

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

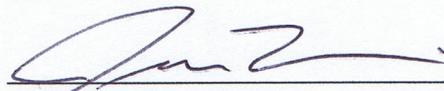
**Approved:**

**Approved As To Form By:**

\_\_\_\_\_  
 Maria MacGunigal, Chief Information Officer  
 Information Technology Department  
 For: John F. Shirey, City Manager

\_\_\_\_\_  
City Attorney

**Approved By:**

  
 \_\_\_\_\_  
 Signature of Authorized person for  
 Integrity Data and Fiber, Contractor

**Attested To By:**

  
 \_\_\_\_\_  
 Print Name and Title

\_\_\_\_\_  
City Clerk