

**STAFF REPORT FOR CALENDAR ITEM NO.: 9.2
FOR THE MEETING OF: June 9, 2016**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize amendment of the professional services agreement (Agreement) between the Transbay Joint Powers Authority (TJPA) and Decision Consultants, Inc., for Information Technology (IT) System Support Services in lieu of a TJPA staff IT Manager, exercising an option to extend the term of the agreement for two additional years with an increase in contract amount from \$100,000 to \$260,000.

SUMMARY:

IT support is necessary for the 11 TJPA staff and the 20-25 on-site consultant staff. In April 2013, TJPA issued a Request for Proposals for IT System Support Services in order to engage consultants that could support the then-IT Manager with complex projects or provide backup in his absence. Four proposals were received and evaluated, and contracts were executed in July 2013 with the two highest ranked respondents—Decision Consultants, Inc. (DCI) and The Cypress Group. The contracts included three year terms, with options to extend for an additional three years, and maximum compensation of \$100,000 each, to be authorized incrementally through Requests for Services.

The Cypress Group ceased doing business shortly after execution of the contract and their services were not utilized. Until September 2015, the TJPA IT Manager worked with DCI for support on an as-needed basis, and monthly billings averaged \$300-400. Last September, the TJPA IT Manager left to seek other opportunities. In lieu of filling the staff vacancy, some of the responsibilities of the IT Manager position were reallocated to existing TJPA staff; however, expertise in maintaining network systems, email accounts, helpdesk, and other technology support services is still required to assist staff and ensure the continued functionality of TJPA's network, web, email and desktop computer systems.

DCI is a Disadvantaged Business Enterprise (DBE) located in Phoenix, Arizona and provides support virtually, and via telephone and email to resolve technology issues as they arise. DCI staff is also available for in-person support for large projects, such as recent server room upgrades and relocating several workstations to accommodate TJPA's downsizing of office space. TJPA has been satisfied with the performance and responsiveness from DCI since the transition.

The anticipated annual service cost is estimated to be \$80,000. The Fiscal Year 2015 budget for the IT Manager position was \$128,300; the annual salary for the position per the TJPA Pay Schedule is \$80,654 to \$101,624, and benefits add an additional approximately 36 percent. TJPA staff feels that continuing to utilize a consultant for this work is the most cost-effective and efficient solution for the project.

Of the existing \$100,000 contract, \$92,602 has been billed through May 2016. Amendment No. 1 would add an additional \$80,000 per year for two years, or \$160,000, bringing the contract total to \$260,000 and would extend the term of the Agreement for two additional years, through July 2018.

RECOMMENDATION:

Staff recommends that the Board of Directors authorize amendment of the professional services agreement between the TJPA and DCI for IT System Support Services in lieu of a TJPA staff IT Manager, exercising an option to extend the term of the agreement for two additional years with an increase in contract amount from \$100,000 to \$260,000.

ENCLOSURES:

1. Resolution
2. Amendment

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, In Spring 2013, the Transbay Joint Powers Authority (TJPA) conducted a competitive procurement for consultants to provide information technology (IT) system support services; and

WHEREAS, A Selection Committee found two proposals to be most responsive to the Request for Proposals and staff negotiated contracts with two entities, including Decision Consultants, Inc. (DCI) for IT system support services; and

WHEREAS, The contract with DCI was executed in July 2013 for a maximum compensation of \$100,000 and a term of three years with an option to extend the Agreement for an additional three years; and

WHEREAS, DCI has been responsive in performance of the services and has transitioned to providing more robust system support upon the departure of the TJPA staff IT Manager in September 2015; and

WHEREAS, The TJPA requires IT system support services as well as technical IT expertise for the project, and staff is satisfied with the current level of services and support provided by DCI; and

WHEREAS, Utilizing the services of DCI, a Disadvantaged Business Enterprise, and distributing other IT-related tasks to existing TJPA staff is more cost-effective and efficient than hiring a replacement IT Manager; and

WHEREAS, TJPA staff recommends extending the term of the Agreement by two years for a total term of five years and increasing the contract amount from \$100,000 to \$260,000: now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes execution of Amendment No. 1 to the Agreement with DCI, to modify the Agreement to extend the term of the Agreement to five years and increase the contract amount from \$100,000 to \$260,000.

I hereby certify that the forgoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of June 9, 2016.

Secretary, Transbay Joint Powers Authority

Amendment No. 01
Professional Services Agreement between
the Transbay Joint Powers Authority and
Decision Consultants, Inc.

THIS Amendment No. 1 to the Professional Services Agreement to furnish information technology professional services dated July 1, 2013 (“Agreement”) is entered into as of the 9th day of June 2016 in San Francisco, California, by and between **Decision Consultants, Inc.** (“Contractor”), and the **Transbay Joint Powers Authority** (“TJPA”).

Recitals

The TJPA and Contractor desire to extend the term of the Agreement and increase the maximum compensation of the Agreement without changing the scope or deliverables under the Agreement. The TJPA and Contractor agree to amend Section 2 and Section 5 of the Agreement in their entirety to read as follows:

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be for a period not to exceed five years from the Effective Date of the Agreement, as described in Section 3 below, provided that (i) the TJPA shall have the right to extend this Agreement for an additional one year by providing to the Contractor written notice of such extension on or before the expiration of this Agreement, and (ii) any such extension shall be subject to and conditioned upon the written agreement of the Contractor and the approval of such extension by resolution adopted by the TJPA Board of Directors.

5. Compensation

The Contractor shall perform all services on an as-needed basis, based on RFS that may be issued by the TJPA from time to time. In no event shall the total compensation under this Agreement exceed Two Hundred Sixty Thousand Dollars (\$260,000). Contractor acknowledges that the services under this Agreement could end up to be substantially more or substantially less than \$260,000 stated herein, with no guarantee of a minimum amount.

The TJPA shall set forth in each RFS issued: (1) the scope of work, and (2) the amount of compensation. All work under this Agreement shall be compensated on a monthly basis for the Maintenance and Monitoring Tasks and any additional hours are to be billed on an hourly basis, subject to any maximum price set forth in a particular RFS.

The Contractor’s monthly Maintenance and Monitoring Tasks appear in Appendix D, “Additional Services and Fees”; and the hourly rates appear in Appendix B, “Fees”. Hourly rates for services are to remain fixed during the entire contract period, including any option periods, except for reasonable cost of living increases.

No charges shall be incurred under this Agreement nor shall any payments become due to the Contractor until the Services required under this Agreement are received from Contractor and approved by the Executive Director or Interim Executive Director as being in accordance with this Agreement. The TJPA may withhold payment to the Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall the TJPA be liable for interest or late charges for any late payments.

All other provisions of the Agreement shall remain in full force and effect.

**TRANSBAY JOINT POWERS
AUTHORITY**

Mark Zabaneh
Interim Executive Director

Transbay Joint Powers Authority
Board of Directors

Resolution No. _____
Adopted: _____

Attest:

Secretary, TJPA Board

Approved as to Form:

TJPA Legal Counsel

**CONTRACTOR
Decision Consultants, Inc.**

Rosita Rossi
President
Decision Consultants, Inc.
2600 N. Central Avenue, Suite 615
Phoenix, AZ 85004

Tax Identification Number: 71-0957774