

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
 For Inclusion on Board Agenda

<u> </u>	Resolution or Ordinance (Blue)
<u> X </u>	Recommendations of Boards, Commissions & Committees (Green)
<u> </u>	Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott Niehaus, Village Manager

DATE: January 24, 2024 (COW)(B of T) Date February 1, 2024

TITLE: Request Waiver of Bid and Authorization to Execute a Three (3) Year Extension to the Agreement with Prescient Development, Inc. for Technical Support Services.

SUBMITTED BY: Kevin Goethals, IT Manager

BACKGROUND/POLICY IMPLICATIONS:

Staff is requesting a waiver of bid and authorization to execute a three (3) year extension to the agreement with Prescient Development, Inc. for Technical Support Services in accordance with the terms of the attached agreement.

First year costs for their services will be \$406,850.04. While this is an increase of \$4,596.84 (1%) compared to the current annual cost of \$402,253.20, it is a decrease of \$12,584.64 from the previous year, as a price adjustment was made mid-2023 by Prescient to lower the monthly cost. The Prescient contract will increase annually by the non-union employee COLA increase from the previous January.

Review (as necessary):

Village Attorney X Date

Finance Director X Date

Village Manager X Scott Niehaus Date 1/24/24

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



To: Scott Niehaus, Village Manager

From: Kevin Goethals, IT Manager

Date: January 24, 2024

Subject: Prescient Development Contract Extension

The Village has had a successful relationship with Prescient over the past 17 years. Prescient currently has 120 technical professionals with diverse skill sets available to assist on any projects as needed. The Village has leveraged this benefit on projects that included major phone upgrades, implementation of and conversion to Microsoft Office 365, router and switch configuration, infrastructure upgrades, mobile and asset management, and cyber security.

It is important to note that at any time during the contract period, the annual contract amount and the number of core resources may be increased or decreased based upon a reassessment of resources, changing market conditions or the addition and/or elimination of projects and responsibilities. In addition, the contract allows the Village to terminate the contract for any reason as long as 90 days written notice is given.

Additional benefits include:

- 24/7/ support staff always available – If necessary additional staff is made available to cover sick leave or vacation time.
- Technical staff maintains current certifications and training on new technologies.
- Microsoft Gold Partner with large portion of staff certified in Microsoft technologies including Windows Server and Desktop Operating Systems, Microsoft Exchange, Microsoft SQL Server, Microsoft Virtualization, and Development tools.
- TCO(Total Cost of Ownership) is reduced by not having to hire for specialized expertise.
- Burden to hire qualified technical staff is off loaded to Prescient
- 27/7/365 Emergency Service Restoration
- Prescient handles the IT functions for DU-COMM (Village of Lombard's police and fire dispatching center), as well as several other municipalities

Staff requests that the Village Board approve a waiver of bid and authorization to execute a three (3) year extension to the agreement with Prescient Development, Inc. for Technical Support Services. First year costs for the services are \$406,850.04 and the two following years will increase by the non-union employee cost of living increase from the previous January.

**ADDENDUM TO THE
CONTRACT FOR THE PROVISION OF SERVICES TO
THE VILLAGE OF LOMBARD
BY PRESCIENT DEVELOPMENT, INC.
EFFECTIVE APRIL 5, 2024**

THIS ADDENDUM, made and entered into as of the date of the last signature hereto, supplements and amends the Services Agreement between The Village of Lombard ("Lombard") and Prescient Development, Inc. ("Prescient") dated April 5, 2007 (hereinafter the "Contract").

This addendum describes the core resources and new terms of the Services Agreement and Attachment C signed March 18, 2021 shall be replaced by Attachment C below which is hereby made an integral part of the Services Agreement. The terms of this Addendum and the terms of the Contract as amended by this Addendum will also govern the provision of the new payment amounts.

All of the capitalized terms not otherwise defined in the Addendum have the same meaning as contained in the Contract. The following sections or paragraphs replace or are in addition to the respective sections or paragraphs contained in the Contract. In the event of conflict between this Addendum and the Contract, the terms contained in this Addendum shall prevail. The sections or paragraphs of the Contract that are not expressly replaced by this Addendum shall remain in effect for this project pursuant to their terms.

SECTION 3 RESPONSIBILITIES OF PRESCIENT

Section 3.8 Prior to the placement of a full-time consultant, Lombard shall have the right to interview and approve of said consultant. Such approval shall not be unreasonably withheld.

SECTION 4 TERM & TERMINATION

Section 4.1 The Term of the agreement shall remain 3 years (36 months), with a contract start date of April 5, 2024 and an ending date of April 4, 2027.

SECTION 8 NOTICE AND EXECUTION

Section 8.2 Execution. The Parties agree to the use of a facsimile machine (fax) or an electronic signature (e-signature) in the execution of this agreement and any attachments, addenda and exhibits related thereto. Any signed document transmitted by fax, e-signature or a scanned version of the original shall be treated in all manner as the original document. Likewise, the signature of any Party on any document transmitted by fax, e-signature or a scanned version of the original shall be treated in all manner as the original signature. Any and all such documents and signatures shall be considered to have the same binding legal effect of the original. No Party shall raise as a defense the use of fax, e-signature or the scanned use of the original document or signature.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives.

THE VILLAGE OF LOMBARD
An Illinois municipality

PRESCIENT DEVELOPMENT, INC.
An Illinois corporation

By: _____

By: _____
Philip Greco

Its: _____

Its: CFO

Date: _____

Date: _____

ATTACHMENT C

Attachment to Services Agreement

In accordance with the Services Agreement (the "Agreement"), effective April 5, 2007 and signed between **Prescient Development, Inc.**, doing business under the assumed name in Illinois, **Prescient Solutions** ("Prescient"), with its principal offices and business at 1515 Woodfield Rd., Suite 880, Schaumburg, IL 60173 and **The Village of Lombard**, an Illinois municipality ("Lombard"), with its principal place of business at 255 E. Wilson Ave., Lombard, IL 60148, this Attachment C is an integral part thereof and shall replace Attachment C signed March 18, 2021.

Prescient Resources

Prescient will provide the following resources over the term of this Services Agreement.

- Minimum Core Resources

<u>Resource Type</u>	<u>Number of Resources</u>
Server/Infrastructure Administrator/Helpdesk	1
Helpdesk	1

<u>Remote Resource Type</u>	<u>Number of Resources</u>
Prescient Strategic Services Professionals	Incl.
Prescient Account Relationship Manger	Incl.
Prescient Backend Core Engineer Support	Incl.
Prescient Emergency Service and Restoration Team	Incl.

- Unless otherwise agreed upon by Prescient and Lombard, all day-to-day support is to be accomplished Monday through Friday between 7:00 a.m. and 6:00 p.m. local time. Outsourcing on a fixed bid basis includes 24 x 7 emergency network support by the two (2) core resources defined above at no extra charge. All additional projects outside the scope of this contract and the contract specifications will continue to be bid to Lombard on a per project basis.

Additional Resource Rate Structure

At the request of Lombard, Prescient may provide additional resources outside the scope of this Services Agreement to Lombard for non-project based short-term tasks. Prescient will provide these tasks to Lombard based on the following Time and Material rates.

<u>Resource Type</u>	<u>Time and Material Rate</u>
Network Administrator	\$127.30/Hour
Senior Network/Server Engineer	\$161.00/Hour
WAN/Firewall/Security Engineer	\$192.35/Hour

Prescient will review long-term services and tasks or specific projects and propose them on a per project basis.

Services Agreement Reviews

Lombard and Prescient will schedule and perform the following contract reviews:

- Strategic Plan Review
- Quarterly Task List Review
 - List all Current Tasks and their status
 - Define New Tasks and Priorities
- Annual Contract Performance Review

Contract Dates and Payment Schedule

The term of the Agreement is for 3 years (36 months), with the contract start date of April 5, 2024 and an ending date of April 4, 2027. Monthly payments will be made to Prescient at the beginning of each month for services to be provided during the current month. Payments for Year One (1) of the renewed contract will be paid as follows:

April 5, 2024	\$ 33,904.17
May 5, 2024	\$ 33,904.17
June 5, 2024	\$ 33,904.17
July 5, 2024	\$ 33,904.17
August 5, 2024	\$ 33,904.17
September 5, 2024	\$ 33,904.17
October 5, 2024	\$ 33,904.17
November 5, 2024	\$ 33,904.17
December 5, 2024	\$ 33,904.17
January 5, 2025	\$ 33,904.17
February 5, 2025	\$ 33,904.17
March 5, 2025	<u>\$ 33,904.17</u>
1st Year Total	\$406,850.04

However, the contract provides for an annual increase based on a cost-of-living adjustment (COLA). By agreement of the parties, the percentage increase shall be defined as the percentage increase provided to non-union Village of Lombard employees each preceding January. An Annual Contract Review shall take place on a date that is no less than 90 days prior to the Agreement Anniversary Date. The Agreement Anniversary Date means the anniversary of the Effective Date of the Agreement.

After the 3rd year of the contract, Lombard shall have the option to extend the Support Services Agreement for an additional three (3) year period. The additional Support Services term shall be on the same terms and conditions as the original Support Services Term. In the event Lombard elects to exercise its option for the Additional Term, it shall

provide written notice to Prescient no less than one hundred eighty (180) days before the expiration of the Support Services Term.

At any time during the contract period, by agreement of the parties, the annual contract amount and the number of core resources may be increased or decreased based upon a reassessment of resources, changing market conditions or the addition and/or elimination of projects and responsibilities.

Scope of Work (Changes to Scope of Work will be mutually agreed upon)

A. Professional Services

- CIO/COO Service
 - Strategic Planning and Collaboration
 - Information sharing of existing clients' technologies and processes
 - Industry Best Practice Oversight
 - Regulatory and Compliance Planning
 - Business Needs Development
 - Specific to Upcoming Projects or Business initiative
 - Industry Specific Technologies
 - 1-3 Year IT Budgeting Process Oversight
- Account/Project Management
 - Status Reporting - Automated Weekly, Quarterly, Monthly, etc. reporting
 - Monthly On-Site Customer Communications
 - Quality/Customer Satisfaction Review
 - Project/Milestone Timeline Management
 - Staffing/Personnel Review
 - Site Engineer Management
 - Personnel/HR Management
 - Schedule Management
 - Emergency/Project Service Remediation Team Management
 - Communications
 - Strategic Planning
- Emergency Service Restoration and Audit/Project Team
 - Annual Audit of IT Processes by an Independent Prescient Team
 - Prescient Process Compliance Management
 - Quarterly IT reviews of all major systems
 - Infrastructure
 - Servers
 - Workstation
 - Helpdesk
 - Industry Alerts of major systems
 - Virus, Patches, Updates
 - Level 3 Senior Systems Engineer Support

- High End Support for all IT Services
- Architecture and Design
 - HW/SW configuration and Implementation design
 - HW/SW costing review
 - Documentation of design
 - Vendor Certification of design
- 24/7/365 Emergency Service Restoration

B. Run and Maintain Services

- On-Site Systems Engineers
 - Day-to-day Support
 - Implementation and maintenance of automated and reoccurring processes
 - IT HW/SW Inventory Management
 - IT Purchasing/Procurement Management
 - Specifications development
 - Recommendations
 - Developing RFP's/Obtaining Proposals
 - Purchasing
 - IT Support Contract Management – HW/SW
 - IT Vendor Management
 - Project Implementation
 - Definition of new projects
 - Project Task definitions
 - Coordination of additional engineers
 - Level 1 and 2 Helpdesk
 - Status Reporting
 - Time Reporting
 - Implementation of Prescient, Client and Industry Best Practices/Policies
 - 24/7/365 On-Call and Emergency Service Support

C. Day to Day Support Services

Prescient provides Ongoing Support of all IT services from the onset of the services contract. These Ongoing Support services will be performed concurrently with the Remediation Project defined above.

- Maintenance of Servers
 - Monitor System Resources on each server
 - Monitor Daily Backup Operations on each server
 - Monitor and Correct Operating System Errors on each server
 - Review, Download and Install Microsoft Service Packs as necessary for each server
 - Review, Download and Install Microsoft Security Updates as necessary for each server
 - Review, Download and Install Antivirus Updates Daily for each server

- User Administration
 - Add, Change and Delete Users to Corporate Servers
 - Maintain Security and Authentication standards for Server Users
 - Add, Change and Delete File and Share Permissions for Server Users
 - Monitor Security Log for user violations
- Manage SQL Databases
 - Oversee Database Maintenance Jobs
 - Move/Adjust SQL Tables
 - Monitor Queries
 - Monitor Database Response Time
- Manage Switches and Internet Routers
 - Monitor Routers and Switch for Performance
 - Maintain Cisco IOS and Configurations
- Manage Firewalls
 - Use SNMP for monitoring of all network utilizations and system uptime. Monitor SNMP Traps
 - Monitor Firewall for Port Attacks, Virus Attacks and questionable activity
 - Modify Firewall configurations as required by system reports
 - Update Firewall IOS Quarterly
- Helpdesk Management
 - Management of TrackIT Database
 - Level 1-3 Helpdesk tasks
- Physical Environment
 - Monitor Environment controls
 - Review physical security measures

D. Systems Documentation and Knowledge Management

- Account Services Manual
 - Escalation Processes and Contacts
 - Onsite Engineers, Account Relationship Manager, CIO/COO
 - Client escalation priorities
 - Problem Management
 - Service Management
 - Client Services Definitions/Categories
 - Quality of Service Assurance
 - IT Reference Information
 - Diagrams
 - Inventory
 - Defined configurations of all devices (infrastructure, servers, workstations, etc.)
- Status Reporting – Weekly, Monthly, Quarterly, etc.
- Time Reporting – Weekly hours and tasks descriptions
- Helpdesk Management Database

- Via implementation of a Helpdesk management solution, Prescient will create and manage all helpdesk items and projects providing a complete documentation of all IT services performed
- Annual Reviews

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

THE VILLAGE OF LOMBARD
an Illinois municipality

By: _____

Its: _____

Date: _____

PRESCIENT DEVELOPMENT, INC.
an Illinois corporation

By: _____
Philip Greco

Its: CFO

Date: _____