



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

17

2. Council Meeting Date:

February 26, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: January 22, 2009

THROUGH: CITY MANAGER

4. Requesting Department: City Manager

5. SUBJECT: Approve an amendment to add \$184,000 to the agreement for consulting services with Triora Group for a total amount not to exceed \$359,000.

6. RECOMMENDATION: Recommend approval of an amendment to add \$184,000 to the agreement for consulting services with Triora Group for a total amount not to exceed \$359,000.

7. HISTORICAL BACKGROUND/DISCUSSION: The City currently uses Oracle Applications software to support its financial and human resources management functions. Due to the specialized technical requirements necessary to support this system, IT needs to hire professional services to perform upgrades to the software. These upgrades keep the City's mission critical business applications on the most current version for support and maintenance. This will include family packs for payroll, patching, and maintenance for the Oracle databases that contain the City's information for Oracle Apps on production and test.

The published rate for this resource is \$150/hr. The city's current rate is \$125/hr. Under this extension, the city's rate will be \$110/hr. This is 27% off the published rate and 12% off the city's current rate. The contract extension provides a full-time consultant through the end of December 2009.

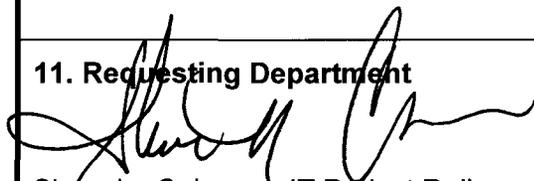
8. EVALUATION PROCESS: Triora Group was selected to provide Oracle Database consulting services based on the qualifications of their consultants and their knowledge of City operations. Continuing to use the same consultant for further consulting services has been determined to be in the best interest of the City.

9. FINANCIAL IMPLICATIONS: Funds for this service are available in 101.1199.0000.5219.ITPMOX General Funds, IT Administration, Other Professional Services, IT Project Management Office \$184,000

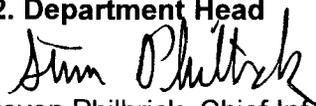
10. PROPOSED MOTION: Approve an amendment to add \$184,000 to the agreement for consulting services with Triora Group for a total amount not to exceed \$359,000.

APPROVALS

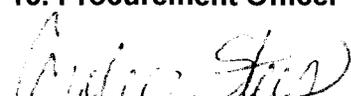
11. Requesting Department


Sheneka Coleman, IT Project Delivery Manager

12. Department Head


Steven Philbrick, Chief Information Officer

13. Procurement Officer


Carolee Stees, CPPB

14. City Manager


W. Mark Pentz

**AMENDMENT NUMBER TWO,
TO AGREEMENT BETWEEN THE CITY OF CHANDLER AND TRIORA GROUP LLC
FOR ORACLE DATABASE CONSULTING SERVICES**

This Amendment #2 to that certain Agreement Between the City Of Chandler (CITY) and Triora Group LLC (Consultant) for Oracle Database Consulting Services (Agreement) dated May 9, 2008 is entered into on this 13th day of February, 2009:

NOW THEREFORE, the parties agree as follows:

1. Section 4 of the Agreement that sets forth the Fee Schedule, is amended to increase the total amount of the contract by One Hundred Eighty-four Thousand Dollars (\$184,000) for a total amount not to exceed Three Hundred Fifty-nine Thousand Dollars (\$359,000). Exhibit B to the Agreement is amended to change the hourly rate to \$110 per hour for hours worked and to specify that the consultant shall work a full time schedule except for City holidays. The total is amended to an amount not to exceed Three Hundred Fifty-nine Thousand Dollars (\$359,000).

2. Attached "Contractor Immigration Warranty" document shall be incorporated as Exhibit E.

3. The following section is hereby added to the agreement:

14. Compliance with Applicable Laws

14.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

14.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

14.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

14.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

14.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

14.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

14.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.

4. All terms and conditions in the original Agreement not specifically amended herein shall remain in full force and effect.

13th IN WITNESS WHEREOF, the parties have hereunto subscribed their names this day of February, 2009.

CITY OF CHANDLER:

By: _____
Mayor

CONSULTANT:

By: Robert A. Miller
Title: President

APPROVED AS TO FORM:

City Attorney [Signature]

ATTEST: (If corporation)

[Signature]
Secretary

ATTEST:

City Clerk

WITNESS: (If individual or Partnership)

[SEAL]

EXHIBIT E

**Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:		
Name (as listed in the contract): Triora Group LLC		
Street Name and Number: 3928 Esquire		
City: Plano	State: TX	Zip Code: 75023

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:

Robert Lee McMillen

Printed Name: Robert Lee McMillen

Title: President

Date (month/day/year): 2/13/09