

PROFESSIONAL SERVICES AGREEMENT FOR OPEN-END

IT PROFESSIONAL SERVICES

(For Work Orders ≤\$50,000 in Cost)

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#53845

**PROFESSIONAL SERVICES AGREEMENT
FOR OPEN-END
IT PROFESSIONAL SERVICES**

(For Work Orders ≤\$50,000 in Cost)

MADE 12/11/2022

BETWEEN

CITY OF PITTSBURGH, a home rule municipality and political subdivision of the Commonwealth of Pennsylvania, hereinafter called "CITY",

AND

V Group Inc. at 379 Princeton Hightstown Rd, Building 3 Suite 2A, East Windsor, NJ 08520, hereinafter called "CONSULTANT".

WITNESSETH:

WHEREAS, CITY through its Office of Management & Budget, hereinafter called "Department", desires to secure certain professional services to support CITY projects on an as-needed basis; and

WHEREAS, CONSULTANT represents that it has the present capacity, experience and qualifications to perform these professional services for CITY as further specified in this AGREEMENT; and

WHEREAS, CITY issued an Invitation to Qualify ("ITQ") No. 20000255 on December 17, 2020, for the provision of professional services and the CONSULTANT's ITQ Response was selected as qualified for the provision of said professional services; and

WHEREAS, CITY desires to engage CONSULTANT upon the terms and conditions included herein and CONSULTANT is willing to accept such engagement upon such terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

As used in this AGREEMENT, the following terms will have meanings set out below:

AGREEMENT: means this AGREEMENT and includes all recitals and exhibits incorporated herein by reference.

Change Order: means a valid change to a Work Order as further defined herein.

CITY: means the City of Pittsburgh, a Municipal Corporation of the Commonwealth of Pennsylvania.

CONSULTANT: means the individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers, or other professional specialty that has entered into this AGREEMENT to provide professional services to the CITY.

Department: means the CITY Department issuing the AGREEMENT.

Director: means the Director of the Department issuing the AGREEMENT.

Notice to Proceed: means a written letter issued by the departmental director designated on the Work Order directing that the CONSULTANT may begin or resume performance of a Work Order.

Project: means a capital improvement and/or construction development undertaking of the CITY.

Sub-Consultant: means a person or organization of properly registered professional architects, engineers, or other professional specialty that has entered into a written agreement with the CONSULTANT to furnish specified professional services.

Work Order Authorization (“Authorization”): means a document completed and executed by CITY to form a Work Order.

Work Order: means a written agreement composed of a Solicitation, Proposal and Authorization, formed when CITY executes CONSULTANT’s signed Proposal via an Authorization. A Work Order, upon formation is made part of this AGREEMENT and sets forth the agreed to scope, pricing and associated and additional terms for Work on a Project.

Work Order Proposal (“Proposal”): means CONSULTANT’s response to a Solicitation.

Work Order Solicitation (“Solicitation”): means a request to CONSULTANT to submit a Proposal.

Work: means the services required by the issued Work Order and includes all labor, materials, equipment and services to be provided by CONSULTANT or any Sub-Consultant, material suppliers, or any other entities for which CONSULTANT is responsible to fulfill CONSULTANT’s Work Order obligations.

II. ASSIGNMENT OF WORK

II.1 Subject to all terms and conditions of this AGREEMENT, and only upon proper authorization as further provided herein, CONSULTANT agrees to provide CITY with the services defined in Exhibit "A," on an as-needed basis. Exhibit A provides the universe of services that CONSULTANT may be called upon to perform as Work if assigned by a Work Order.

II.2 CONSULTANT shall only provide Work if assigned to CONSULTANT by Work Order. CONSULTANT acknowledges that there are no guarantees under this AGREEMENT that CONSULTANT will be assigned a Work Order and therefore there are no guarantees that CONSULTANT will be authorized to perform any Work. CONSULTANT understands that potential assignment of a Work Order requires CONSULTANT to satisfy all special terms and conditions required by that particular Work Order including but not limited to obtaining specified additional insurance or entering into non-disclosure agreements with the CITY.

II.3 The process for Work Order assignment is as follows. The CITY will send a Solicitation to one or more eligible consultants. CONSULTANT is not guaranteed to receive a Solicitation under this AGREEMENT. If CONSULTANT receives a Solicitation, CONSULTANT may return a Proposal to the CITY. To be considered, Proposals must be executed by CONSULTANT and meet the Solicitation's requirements to the satisfaction of the CITY. Proposals will be considered based on cost, personnel, availability, experience and any additional factors relative to the specified Work. The CITY reserves the right to negotiate Proposals with consultants. If CITY agrees to CONSULTANT's Proposal, CITY will complete and execute an Authorization. Upon CITY's execution of an Authorization, the Solicitation, Proposal, and Authorization form a Work Order assigned to and binding upon CONSULTANT. Upon formation, a Work Order amends this AGREEMENT as an addition to Exhibit "B." The CITY reserves the right to reject all Proposals to a Solicitation and reissue or withdraw the Solicitation.

II.4 CONSULTANT may be assigned additional Work on an assigned Work Order only by execution of a Change Order. For consideration, Change Orders must conform to the CITY's proper form and procedures, including specification of all fees for the additional

Work. Change Orders must be signed by both parties and upon signature will amend the AGREEMENT as an addition to Exhibit B.

II.5 The CONSULTANT agrees to start Work for an assigned Work Order only upon receipt of a Notice to Proceed from CITY. An independent Notice to Proceed is required before CONSULTANT may start any Work assigned under a Change Order.

III. COMPENSATION

III.1. By Section 161.02A(e)(3) of the Pittsburgh City Code, the amount of total compensation payable by the CITY to the CONSULTANT for Work rendered under the terms of this AGREEMENT cannot exceed **Two Hundred and Fifty Thousand Dollars (\$250,000)** annually. CITY will not have any liability nor will CONSULTANT have any recourse against the CITY for any compensation, payment, reimbursable expenditure, cost or charge above the compensation limits of this AGREEMENT.

III.2. CONSULTANT acknowledges that compensation under this AGREEMENT is available only for Work performed under an assigned Work Order. CONSULTANT cannot receive compensation for any action outside of an assigned Work Order. The Director will specify in each Work Order Solicitation whether compensation will be issued as a lump sum single payment, hourly rate payment or a combination thereof. No Work Order shall exceed fifty thousand dollars (\$50,000) in amount.

III.3. An hourly rate payment as a basis for compensation will be used only in instances where it is not possible to determine the complete nature, aspects, tasks, man-hours, or milestones for a particular Work Order. All compensation based on hourly rates must include a maximum not-to-exceed figure, inclusive of all costs for the Work. The CITY will have no liability for any fee, cost or expense above this figure.

III.4. Upon request, CONSULTANT will provide CITY with CONSULTANT'S multipliers or other methodology of calculation intended to cover the CONSULTANT employee benefits and the CONSULTANT's profit and overhead, including, without limitation, office rent, local telephone and utility charges, office and drafting supplies, depreciation of equipment,

professional dues, subscriptions, stenographic, administrative and clerical support, other employee time or travel and subsistence not directly related to Work.

III.5. CONSULTANT must follow all CITY approved invoicing form requirements and procedures to receive payment for compensable Work. Failure to follow all such requirements may result in denial of payment for an invoice. CONSULTANT will submit statements not more than once a month, for payment of Work using a CITY approved invoicing form. Invoices must be certified by CONSULTANT as to their accuracy and must be sufficiently detailed and accompanied by supporting documentation to allow for a reasonable audit of expenditures. CONSULTANT will furnish copies of any additional records requested by CITY for consideration of an invoice. The CITY will make reasonable efforts to pay an invoice within 30 days of the date that CITY approves the invoice.

III.6. Upon completion of any Work Order or compensable Work outlined therein, any invoice for payment must be received within the number of days specified in the Work Order, or ninety (90) calendar days, whichever is sooner. If CONSULTANT's or any Sub-Consultant's invoices are not received within this timeframe, then any and all rights to payment of said invoices may be forfeited.

III.7. The CONSULTANT will not be compensated by CITY for revisions or modifications to drawings and specifications, for extended construction administration, or for any other Work when such is due to errors or omissions of CONSULTANT as determined by CITY.

IV. TERM AND TIMING

IV.1. This AGREEMENT shall commence on February 1, 2022 and will remain in full force and effect through January 31, 2024. By mutual consent of the parties for each extension, the term of this AGREEMENT may thereafter be extended for up to two successive periods of one (1) year each (each a "Renewal Term"), with each Renewal Term subject to the same terms and conditions set forth herein including any amendments to this AGREEMENT since execution. In the event that CONSULTANT is engaged in completing any Work Orders on the expiration of the term (including any Renewal Term) of this AGREEMENT,

this AGREEMENT will remain in effect until completion or termination of said Work Orders. No new Work Order may be assigned after such expiration date.

IV.2. CONSULTANT must provide all Work within the time limits required under the AGREEMENT. CONSULTANT acknowledges that TIME IS OF THE ESSENCE and that the failure of the CONSULTANT to comply with any required time limits may result in economic or other losses to the CITY.

IV.3 A reasonable extension of the time for completion of Work, via Change Order, may be granted by CITY should there be a delay on the part of CITY in fulfilling its obligations under the AGREEMENT. Such extension of time will not be cause for any claim by the CONSULTANT for extra compensation.

V. WORK QUALITY

V.1 CONSULTANT'S Work will be subject to monitoring and review by the CITY. The CITY will have the right to visit any site for inspection of the Work at any time. Where CONSULTANT'S Work is unsatisfactory to CITY, it will immediately be corrected by CONSULTANT as directed by CITY and at no additional cost to CITY.

V.2 Standards for all Work include but are not limited to the level of care and skill ordinarily exercised by other professionals performing similar professional services with respect to ITIL, NIST, IEEE, CompTIA, ASTD, ASQ and ISO standards and best practices outlined by communities of practice and equipment manufacturers as applicable under similar circumstances and at the time and place where the Work is performed. CITY standards will be utilized where specifically requested in the AGREEMENT. The absence of any standard will be regarded as meaning that only best industry practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

VI. COORDINATION WITH THE CITY

VI.I. The personnel identified in Exhibit "C" are to remain assigned to all Work authorized during this AGREEMENT. Should the assigned personnel leave the employment of CONSULTANT, the CITY reserves the right to terminate or renegotiate this AGREEMENT.

VI.2 Should any personnel or Sub-Consultants of CONSULTANT be absent from assignment longer than one (1) day, CONSULTANT will promptly provide replacements with qualifications comparable to or better than those of the person being replaced. Director may make written request to the CONSULTANT for the prompt removal of any personnel or Sub-Consultants assigned to City Work by CONSULTANT. The CONSULTANT must respond to the CITY within five (5) business days of receipt of such request with either the removal and replacement of such personnel or an alternative satisfactory to CITY. Any removal and replacement will not result in an increase in costs or fees under this AGREEMENT.

VI.3. CONSULTANT may only use Sub-Consultants identified in a Work Order for the specific Work assigned thereunder. Any modification from the Sub-Consultants identified in the Work Order requires written approval by the City. All Work provided by the Sub-Consultants must be performed pursuant to appropriate written agreements between the CONSULTANT and the Sub-Consultants, which must incorporate this AGREEMENT's terms as pertain to indemnity, insurance, compliance with applicable law, and contractor responsibility. The CONSULTANT acknowledges that Sub-Consultants are entirely under its direction, control, supervision, retention and/or discharge, and that nothing contained in the AGREEMENT will create any contractual or business relationship between the CITY and the Sub-Consultants.

VI.4. CITY will make available to CONSULTANT all data and relevant system access for the Work. The data will include documentation, diagrams, maps, standard operating procedures or any other documents relating to Work performed under this AGREEMENT. All information and data should be treated as confidential by the consultant and should be securely disposed after the engagement with a written acknowledgement of the secure disposal.

VI.5 CONSULTANT agrees not to divulge or release any information developed or obtained in conjunction with any aspect of its performance of this AGREEMENT, except to authorized CITY personnel or in response to any federal, state, or local government directive or judicial order. The CONSULTANT will require all of its employees, agents, and Sub-Consultants, to comply with the provisions of this paragraph and will be granted information or data developed or obtained from the CITY only on a need-to-know basis.

VI.6. During the term of this AGREEMENT, CITY reserves the right to change its template forms and internal procedures with respect to invoicing, Work Orders, Solicitations, Proposals, Change Orders and other documents issued to CONSULTANT. CONSULTANT will receive notice from CITY thirty (30) days prior to such changes taking effect. After taking effect, such changes will apply to all future assigned Work Orders. For Work Orders assigned prior to the effective changes, such changes will apply with CONSULTANT'S consent.

VII. TERMINATION

VII.1. The CITY may terminate this AGREEMENT for any reason or no reason at any time, without cause or liability, by Director giving CONSULTANT ten (10) days advance written notice of the intention to terminate. The CONSULTANT may only terminate this AGREEMENT following a material breach by CITY, if not cured within sixty (60) days from the date of CITY's receipt of a written statement from CONSULTANT specifying its breach.

VII.2. The CONSULTANT will have no recourse or remedy from any termination of this AGREEMENT except to receive monies due for Work performed in complete compliance with the AGREEMENT, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will, have against the CITY, its officials or employees. Any payment to CONSULTANT is conditioned on delivery of all paper and electronic copies of configuration files, code, training guides, , and other deliverables related to the Work, whether finished or not, to the department designated on the Work Order within ten (10) business days of termination.

VII.3 If the CONSULTANT fails to comply with any term, condition or obligation of the AGREEMENT, then the CONSULTANT will be in default. The Director will provide written notice to the CONSULTANT as to a finding of default, and the CONSULTANT will take all necessary action to cure said default within thirty (30) days or as designated in the notice of default. If the default has not been corrected to the satisfaction of CITY in that time, CONSULTANT has committed a material breach and the CITY may immediately terminate the AGREEMENT.

VII.4 The CONSULTANT understands and agrees that any termination of this AGREEMENT will not release CONSULTANT from any obligation accruing prior to the

effective date of termination. The CONSULTANT further understands that termination will automatically terminate any Work assigned under this AGREEMENT.

VII.5 In the event of material breach, the CONSULTANT will be liable to the CITY for all expenses incurred by the CITY in preparing and negotiating this AGREEMENT, as well as all costs and expenses incurred by the CITY in the re-procurement of the Work, including consequential and incidental damages. Further, CITY may complete any Work assigned to CONSULTANT and CONSULTANT will be liable to CITY for all reasonable costs in excess of what the CITY would have paid CONSULTANT had there been no termination for material breach.

VIII. DATA OWNERSHIP AND USE

VIII.1. Paper and electronic copies of all source code, documentation, system diagrams, training materials, and reports prepared or obtained under this AGREEMENT, as well as all data collected, together with summaries and charts derived therefrom (hereinafter collectively referred to as "Data"), will belong solely and exclusively to CITY and will be made available, within three business days on request and without condition, to the CITY at any time during the performance or upon completion or termination of this AGREEMENT.

VIII.2 CITY will have the full right to use Data for any purpose and will have unrestricted authority to publish, disclose, distribute and otherwise use any Data, in whole or in part. The CONSULTANT agrees to CITY's reuse of Data without the necessity of further approvals, compensation, fees or documents being required and without recourse for such reuse. The CONSULTANT will not be liable for reuse of Data by the CITY for any purpose other than that provided by the AGREEMENT.

VIII.3. CONSULTANT hereby assigns all statutory and common law copyrights to CITY of any Data that in part or in whole was produced from this AGREEMENT, including all equitable rights. No Data shall be the subject of an application for copyright by CONSULTANT. Consultant shall, at its own expense, defend all suits or proceedings instituted against CITY and pay any award of damages or loss resulting from an injunction, against CITY, insofar as the same are based on any claim that any Data constituted an

infringement of any patent, trade secret, trademark, copyright or other intellectual property right.

IX. AUDIT RIGHTS

The CONSULTANT will keep adequate records and supporting documentation concerning its performance under the AGREEMENT. CITY reserves the right to audit, and inspect CONSULTANT's accounts and supporting documentation related to the AGREEMENT, during performance and for three (3) years after final payment under the AGREEMENT.

X. AMENDMENT, INTEGRATION AND WAIVER

Except as otherwise provided herein, this AGREEMENT may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document fully executed by both parties. In the event of a conflict between a Work Order and this AGREEMENT, the terms of this AGREEMENT shall control except as otherwise stated in Section XXV. This AGREEMENT, as it may be amended from time to time, represents the entire and integrated AGREEMENT between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, written or oral. Waiver by either party of a breach of any provision of the AGREEMENT will not be deemed to be a waiver of any other breach of any provision of the AGREEMENT.

XI. APPLICABLE LAW AND VENUE OF LITIGATION

This AGREEMENT will be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania. Any suit or action brought by any party, concerning the AGREEMENT, or arising out of the AGREEMENT, must be brought in Allegheny County, Pennsylvania. Each party will bear its own attorney's fees except in actions arising out of the CONSULTANT's duties to indemnify the CITY under Section XV where the CONSULTANT will pay the CITY's reasonable attorney's fees.

XII. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, and addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it will have been changed by written notice in compliance with the provisions of this section. For the present, the parties designate the following as the respective places for giving of notice:

For CITY of Pittsburgh:

Jennifer Olzinger
Name
414 Grant Street
Address
Pittsburgh, PA 15219
City, State, Zip

For CONSULTANT:

Monica Rohila
Name
V Group INC.
Address
379Princeton H'town Rd CranburyNJ0812
City, State, Zip

XIII. NO PARTNERSHIP

CONSULTANT is an independent contractor. The AGREEMENT does not create a joint venture, partnership or other business enterprise between parties. CONSULTANT has no authority to bind the CITY to any promise, debt, default, or undertaking of CONSULTANT.

XIV. INTERPRETATION

In the event of any disputes as to the interpretation of the terms of the AGREEMENT, the decision of the Director will be final.

XV. INDEMNITY AND LIABILITY

XV.1. CONSULTANT agrees to indemnify, save and hold harmless CITY, its officers, and employees while acting within the scope of their office or employment from and against losses, costs, penalties, fines, claims, judgments, and damages, including but not limited to court costs and reasonable legal fees and any claims related U.S. patent or copyright infringement, to the extent caused by: 1. the performance by CONSULTANT of any Work under the AGREEMENT; 2. any act, error or omission of CONSULTANT or of any agents, employees, licensees, or Sub-Consultants of CONSULTANT; 3. any failure of the CONSULTANT or any agents, employees, licensees, or Sub-Consultants of CONSULTANT

to conform to statutes, ordinances, rules, or other regulations or requirements of any federal, state, county, or city governmental authority or agency, or 4. any breach by CONSULTANT of any of the terms, conditions or provisions of the AGREEMENT.

XV.2. Nothing in the AGREEMENT will be deemed to impose any liability or duty on CITY for any act, omission, liability or obligation of CONSULTANT or Sub-Consultant. CONSULTANT will be solely responsible for both damage to property and all personal injuries, including death, to its agents, servants or employees, or to any other person, sustained by reason of the performance by CONSULTANT of any Work hereunder, or resulting from any act or omission of any of CONSULTANT'S Sub-Consultants, regardless of CITY'S participation through review or concurrence of CONSULTANT'S action. Acceptance of the final payment by CONSULTANT will be considered full release of all claims against CITY arising out of or by reason of the Work performed under the AGREEMENT.

XVI. MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN'S BUSINESS ENTERPRISE (WBE) AND VETERAN OWNED BUSINESS (VOB) PARTICIPATION

CONSULTANT agrees to provide MBE, WBE and VOB participation in the Work hereunder as set forth in CONSULTANT'S ITQ Response, or as such participation may be hereafter amended with the written approval of CITY. It is a term of this AGREEMENT that final payment will be conditioned on receipt by the CITY of a report from the firm detailing:

1. The dollar amount of the contract paid to MBEs along with the names and addresses of said MBEs;
2. The dollar amount of the contract paid to WBEs along with the names and addresses of said WBEs;
3. The dollar amount of the contract paid to VOBs along with the names and addresses of said VOBs;
4. An explanation of any failure to achieve the goals for MBE, WBE and VOB participation which had been represented to CITY prior to the award of the contract.

CITY intends to monitor the progress closely, including revising the practices and procedures from time to time as conditions warrant. As requested by City from time to time

during the term of this AGREEMENT, CONSULTANT must provide supplemental reports on MBE, WBE, and VOB participation as related to specific assigned Work Orders.

XVII. INSURANCE

CONSULTANT must carry insurance as follows, during the entirety of this AGREEMENT:

	<u>Individual Occurrence</u>	<u>Aggregate</u>
<u>Commerical General Liability</u>		
Bodily injury, including death and property damage combined	\$500,000	\$1,000,000
<u>Automobile Liability</u>		
Bodily injury, including death and property damage combined	\$500,000	\$1,000,000
<u>Professional Liability</u>	\$1,000,000	\$1,000,000
<u>Workers' Compensation</u>	Statutory	

All policies, except professional liability, must be on an *occurrence* basis. The CITY must be named as an additional insured on all policies except professional liability and workers' compensation. All policies must be non-cancelable, except upon thirty (30)-day prior written notice to CITY. CONSULTANT will ensure that all Sub-Consultants comply with these same insurance requirements. CONSULTANT will not receive a Solicitation until delivering to CITY certificates of insurance, attached as Exhibit "D", evidencing the required coverage. In the event that the term of said insurance will expire prior to the expiration of the term of this AGREEMENT or the completion of all Work required hereunder, whichever will occur later, CONSULTANT will renew said insurance in a timely manner and will promptly deliver a new certificate evidencing coverage. CONSULTANT, as a condition of assignment to certain Work Orders, may also be required to procure cyber-security insurance in accordance with the terms and conditions of this Section XVIII.

XVIII. WORKERS' COMPENSATION

CONSULTANT hereby certifies that it has accepted the provisions of the Pennsylvania Workers' Compensation and Occupational Disease Acts, as amended and supplemented,

insofar as Work covered by this AGREEMENT is concerned, and that it has insured its liability thereunder in accordance with the terms of said acts, or has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.

XIX. ANTI-DISCRIMINATION

CONSULTANT will not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non-job related handicap, or sexual orientation. CONSULTANT will comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V – Discrimination. CONSULTANT will also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act (“ADA”).

XX. COMPLIANCE WITH LAWS

CONSULTANT will fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith that are applicable to Work under the AGREEMENT.

XXI. ASSIGNMENTS

CONSULTANT will not assign any part of the AGREEMENT or any rights to monies to be paid hereunder without the prior written consent of the CITY. The CITY may require bonding, other security, certified financial statements and tax returns from any proposed assignee and the execution of an assignment agreement in a form satisfactory to the City Solicitor as a condition precedent to considering approval of an assignment.

XXII. CONSULTANT RESPONSIBILITY

XXII.1 CONSULTANT must certify in writing that CONSULTANT and its Sub-Consultants are not under suspension or debarment by the CITY, pursuant to Section 161.22 of the Pittsburgh Code, or any governmental entity, instrumentality, or authority. An affidavit certifying compliance with these provisions is attached hereto as Exhibit “E.” CONSULTANT also certifies that as of the date of execution of this AGREEMENT, it has no tax liabilities or other obligations to CITY.

XXII.2 CONSULTANT’S obligations pursuant to these provisions are ongoing from and after the effective date of the AGREEMENT through the termination date thereof.

Accordingly, CONSULTANT will have an obligation to inform the CITY if, at any time during the term of the AGREEMENT, it becomes delinquent in the payment of taxes, or other CITY obligations, or if it or any Sub-Consultants are suspended or debarred by the CITY, the Federal government, or any other State or governmental entity. Such notification will be made within fifteen (15) days of the date of suspension or debarment.

XXII.3 If any of CONSULTANT's taxes or municipal claims become delinquent and owing during the term of this AGREEMENT or prior to final payment by CITY, CONSULTANT hereby grants CITY the right to set-off that indebtedness against any amounts owing to CONSULTANT under the terms of the AGREEMENT. CITY reserves the right to apply set-off payments in whatever manner it deems appropriate.

XXIII. NO THIRD-PARTY BENEFICIARIES

Enforcement of the terms and conditions of the AGREEMENT, and all rights of action relating to such enforcement, are strictly reserved to the CITY and CONSULTANT, and nothing contained in the AGREEMENT will give or allow any claim or right of action by any other third person under this AGREEMENT. It is the express intention of the parties that any person other than the CITY or CONSULTANT receiving benefits under the AGREEMENT will be deemed to be an incidental beneficiary only.

XXIV. STATEMENT OF AFFILIATIONS

CONSULTANT must file and supplement as needed, a Statement of Affiliations with CITY, attached hereto as Exhibit "F", in compliance with Section 197.08(c) of the Pittsburgh Code. This Statement of Affiliations will include: 1. description of any contractual or other business relationship with CITY or any of its departments, agencies, boards, commissions or authorities, including the value of any contract or business relationship entered into during the three (3) calendar years previous to the execution of this AGREEMENT; 2. CONSULTANT'S qualifications and experience for the performance of professional services to be rendered under this AGREEMENT; 3. An identification of CONSULTANT'S principals, including the names and addresses of all owners or partners or shareholders and officers, or, if CONSULTANT is a public corporation, the officers, the members of the board of directors, and shareholders holding more than three (3) percent of the corporate stock.

XXV. PITTSBURGH HOME RULE CHARTER; LIABILITY OF CITY

This AGREEMENT is subject to the provisions of the Pittsburgh Home Rule Charter and the liability of the CITY hereunder is zero dollars (\$0). This amount may be amended by execution and incorporation of Work Orders as provided herein.

XXVI. AUTHORIZING RESOLUTIONS

This AGREEMENT is entered into by the City of Pittsburgh pursuant to Resolution No. 813, effective December 3, 2021.


IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT on the day and year first above written:

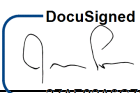
V Group Inc.

By:  DocuSigned by:
Monica Rohila
1E8131D9E3594BE...

Title: President

CITY OF PITTSBURGH

 DocuSigned by:
Ed Gainey
AA1F670B64C14EA...
Mayor

By:  DocuSigned by:
27AF02A6C7C04BE...
Office of Management & Budget

EXAMINED BY:  DocuSigned by:
Anthony Bilan
06A07A111E3D458...
Assistant City Solicitor

APPROVED AS TO FORM:  DocuSigned by:
Krystia Kubiak
A4C91186A3CF4B7...
City Solicitor

COUNTERSIGNED:  DocuSigned by:
Michael E. Lamm
5C4ED88FC5C14BD...
City Controller

EXHIBIT A

IT General

1. Training, Training Development and Training Facilitation Services

Professional services to include, but are not limited to, online, on-site, and off-site instructor-led training for commercially available courses or custom-developed courses. It also may include training needs assessment and needs analysis, skills gap analysis and training plans. Also includes, but is not limited to, delivering training via facilitated workshops, Computer-Based Training (CBT), multi-media, video, audio, distance learning, Internet-provided services, instruction on client-developed systems, course materials, and train-the-trainer training.

Training topics may include, but are not limited to: commercially available IT systems/applications, client/custom-developed IT systems/applications, agile development, DevOps, change management, business relationship management, process improvement, performance improvement, project management, program evaluation, KPIs, impact evaluation and reporting, ITIL 4, human centered design, project implementation, digital storytelling and writing, leadership and team building, lean enterprise and six sigma.

Exhibit B Sample Work Order Documents

WORK ORDER SOLICITATION

for
(*Project Name*)

Issued by City of Pittsburgh ("CITY") to (*Consultant*) ("CONSULTANT") for
(*Category*) Professional Services, pursuant to Professional Services Agreement (#####)

Date: [Click here to enter a date.](#)

I. General Instructions

In accordance with Professional Services Agreement (#####) ("AGREEMENT"), the City Department of *Dept. Name* issues this document as a Work Order Solicitation ("Solicitation"). If CONSULTANT wants to submit a Work Order Proposal ("Proposal"), CONSULTANT must complete all requested information in the Solicitation and Proposal sections of this document. CONSULTANT must also sign the Proposal section where indicated and return this document to CITY by (date). CONSULTANT understands that by signing and returning this document, City will consider it as a Proposal. City will have ___ days to consider this Proposal. During which time, City may accept the Proposal and complete the Work Order Authorization to form a Work Order assigned to CONSULTANT. City's additions to the Work Order Authorization will be limited to signatures, a date, a Work Order number, CONSULTANT'S Proposal cost, and necessary financial account information.

II. Project Information

Address/Location: _____
Dept. Name Project No: _____

III. Scope of Work

A. Work Activities:

Detailed description in outline and narrative form of each activity to be undertaken to accomplish each task and/or deliverable. (*Dept. to fill in this information*)

B. Work Products:

A concise list of all deliverables required for the Work (*Dept. to fill in this information*)

C. Other References:

Reports, drawings, other misc. documents, etc. attached as needed. (*Dept. to fill in this information*)

WORK ORDER PROPOSAL

(To be completed by CONSULTANT)

Date: _____

I. Contact Information

Contact Name:	
Address:	
Phone:	
Email Address:	

II. Schedule of Work

A listing of dates, times, and schedules prepared by CONSULTANT (*or as provided by CITY*) for all work tasks and deliverables. Add rows as needed.

Schedule of Work		
Task or Deliverable	Duration: (Weeks or Days)	Delivery Date

III. Sub-Consultants (if applicable)

CONSULTANT provides that the following Sub-Consultants will participate in the requested Work. Add rows as needed.

Sub-Consultant Name	Specialty or Expertise

IV. Compensation

Payment for this Work will be on a (*To be determined by Dept.*) basis.

The maximum amount(s) to be incurred and invoiced for this Work are as follows:

Summary of Compensation

For Lump Sum Items	
Task/Deliverable Description	Total Lump Sum Amount
TOTAL	\$

For Hourly Rate / Not-to-Exceed Fee Items			
Task/Deliverable Description	Hours	Rates	Total Fee

V. Work Order

Consultant understands that, as an amendment to the AGREEMENT, a Work Order binds CONSULTANT to the terms and conditions contained in the Solicitation, Proposal and Work Order Authorization. A Work Order and all Work authorized thereunder is subject to and governed by all terms, conditions, definitions, and exhibits of the AGREEMENT. A Work Order shall amend the AGREEMENT as an addition to Exhibit B of the AGREEMENT. All Work authorized under a Work Order must be completed by CONSULTANT under the terms and conditions of the AGREEMENT **and** under any additional terms and conditions of the Work Order.

[CONSULTANT NAME]

ATTEST: _____

By: _____

Title: _____
 (Secretary or Treasurer)
 (Corporate Seal)

Title: _____
 (President or Vice President)

To be completed ONLY if Work Order is awarded to Consultant

WORK ORDER AUTHORIZATION

(To be completed by CITY)

Date: [Click here to enter a date.](#)

Work Order No: _____

I. Project Funding

By signature below, City accepts CONSULTANT's Proposal and assigns CONSULTANT this complete document as a Work Order. Consultant shall perform all Work in this assigned Work Order for the total amount of _____. The City will not be liable for any fee, cost, expense, reimbursable expense or other compensation beyond this amount.

Res. No.	Account No.	JDE Fund	JDE Job No.	Budget Year	Amount	Source	Item No.

This amount may only be increased if additional funds have been pre-approved by legislative action or are newly appropriated with proper legislative action, **and** this Work Order is supplemented by amending the AGREEMENT via a Change Order.

CITY OF PITTSBURGH

By: _____
Director, Department of *(Name)*

By: _____
Director, Office of Management and Budget

COUNTERSIGNED: _____
City Controller



EXHIBIT C

Organizational Structure

V Group has the organization structure and qualified personnel to meet the needs of the contracts. The company has been providing professional services since 1999 and has served the public sector since 2004. The organization chart below shows the reporting structure and key personnel who will be engaged in serving.

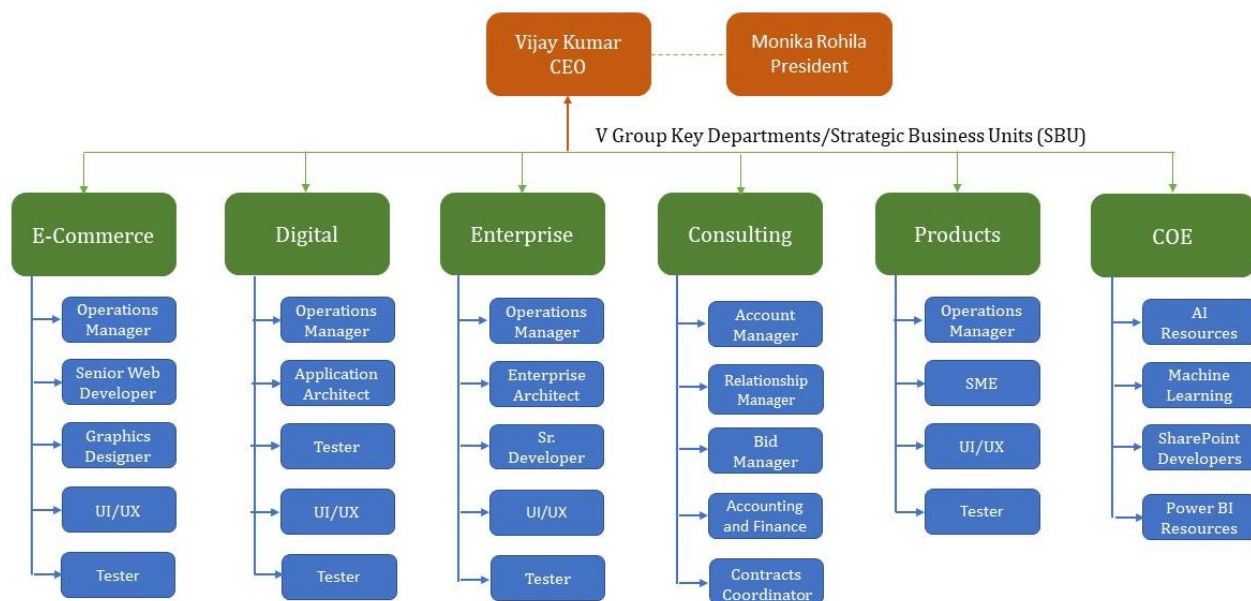


Figure 1: V Group's Organization Chart

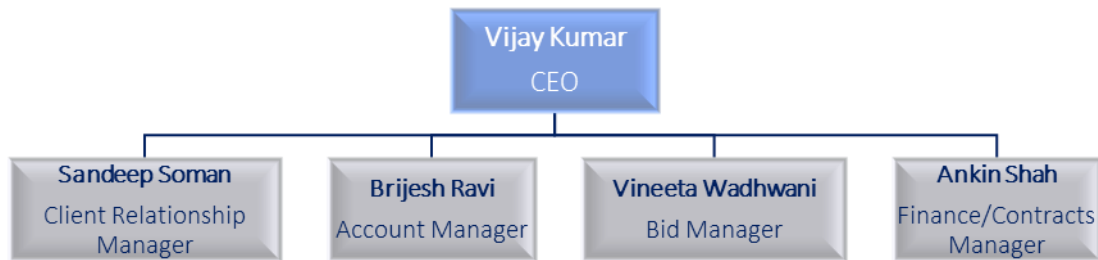
V Group Verticals

V Group has 6 key departments/Strategic Business Units (SBU) to create a seamless business environment. Entire operation is overseen by our CEO who acts as the head of business. Each SBU is managed by a Department Head/Operational Manager reporting directly to the CEO and consists of a team of industry veterans. Below is the list of SBUs.

- **E-Commerce:** Customized E-Store and Apps tailor made for clients to stand out in the world of online business.
- **Digital:** Highly scalable and comprehensive Apps designed to integrate with client environments.
- **Enterprise:** Custom Tailored solutions that to fit perfectly into enterprise-wide corporations.
- **Consulting:** Enabling the best of professionals for client's Staff Augmentation needs
- **Products:** In-house product building team to stay ahead of the industry trend
- **Center of Excellence:** Separate verticals from the ones described above and deals mostly with emerging cutting-edge platforms and technologies including AI and Machine Learning.

IT Consulting Operational Structure

V Group Inc. has robust organizational structure and qualified personnel to meet the requirements under this contract. We follow a team management approach for handling such IT Professional Staffing Services contracts and use a proven organizational structure and a highly skilled management team to ensure that the project requirements are supported. The organization chart below shows our management structure:



V Group brings together a team of technology, business, and social visionaries who provide direction to V Group's executive management in a dynamic and economic business environment. V Group principals to be assigned to provide services for the **City of Pittsburgh** are Client Relationship Manager – Sandeep Soman, and Account Manager – Brijesh Ravi. **Client Relationship Manager, Sandeep Soman with his team of recruiters will be responsible for receiving the requirement, recruiting, and submitting profiles.** He will be supervising and handling the entire recruitment cycle. He has personally placed many of the qualified candidates for both temporary and permanent positions with various clients.

Our dedicated Account Manager – Brijesh Ravi will be supervising all Contract activities including Client Introduction after Award, Problem Escalation and Supervision of Contract Activities. Our Contract Manager, Ankin Shah will be supervising the billing and invoice process. Bid Manager, Vineeta Wadhvani will oversee the SOW and terms and conditions and other technicalities of the contract. V Group is fully capable of providing the best-qualified resources with exceptional knowledge and experience to perform the services required by **the City of Pittsburgh**. Our trusted professionals will be delivering the services throughout the lifecycle of the Contract and provide access to expert advice and proven leadership for the duration of the Contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Technology Insurance Associates InsureYourCompany.com Gordons Corner Road 1H Manalapan NJ 07726	CONTACT NAME: Benjamin Levenson PHONE (A/C, No, Ext): (888) 242-4675 FAX (A/C, No): (732) 862-1177 E-MAIL ADDRESS: Ben@insureyourcompany.com												
INSURER(S) AFFORDING COVERAGE													
INSURED V Group, Inc. 379 Princeton Hightstown Rd Bldg 3, Ste 2A Cranbury NJ 08512	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: TWIN CITY FIRE INSURANCE COMPANY</td> <td style="width: 20%; text-align: center;">NAIC # 29459</td> </tr> <tr> <td>INSURER B: Progressive / Drive New Jersey Insurance</td> <td style="text-align: center;">24260</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: TWIN CITY FIRE INSURANCE COMPANY	NAIC # 29459	INSURER B: Progressive / Drive New Jersey Insurance	24260	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: TWIN CITY FIRE INSURANCE COMPANY	NAIC # 29459												
INSURER B: Progressive / Drive New Jersey Insurance	24260												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 165942**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	13SBAIO9726	10/12/2022	10/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	00647508-2	04/26/2022	04/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	13SBAIO9726	10/12/2022	10/12/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	13WECBN6540	10/12/2022	10/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof Liab/E&O- Contract. Liab	X	X	13TE0340932	10/12/2022	10/12/2023	\$5,000,000 Occurrence / \$5,000,000 Aggregate
A	Fidelity Crime	X	X	13TP0245108	10/12/2022	10/12/2023	\$5,000,000 Occurrence / \$5,000,000 Aggregate
A	DataBreach/Cyber- ContractLiab	X	X	13TE0340932	10/12/2022	10/12/2023	\$5,000,000 Occurrence / \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Pittsburgh is named as additional insured only if there is a written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Pittsburgh Office of Management and Budget 414 Grant Street, Suite 502 Pittsburgh, PA 15219	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>Benjamin Levenson</i></p>
--	--

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

CERT NO:165942

Benjamin Levenson

11/18/2022

EXHIBIT E

CERTIFICATION OF DEBARMENT

I, Monica Rohila, the undersigned and duly authorized representative, hereby certify that to the best of my actual knowledge, information or belief, neither self nor any affiliated individual is prohibited from entering a bid or participating in a City of Pittsburgh contract by reason of disqualification as set forth in Pittsburgh Code §161.22(b).

DocuSigned by:

Monica Rohila

1E8131D9E3594BE...

Signature

President

Title

12/7/2022

Date

EXHIBIT F

Statement of Affiliations

1. Name of Contractor: V Group Inc.

Office Address and Phone Number:

Address: 379 Princeton-Hightstown Rd Building 3, Suite 2A East Windsor, NJ 08520
Phone Number: 609-371-5400

2. List your qualifications and experience for performance of the contract.

Formed in 1999, V Group Inc. has been providing IT staff augmentation and consulting services and worked successfully to strengthen these offerings. With over 22 years of growth, our offerings have matured to provide customized solutions including high-quality personnel, projects, and solutions to our customers. Attached below is the list out current contracts.

3. Have you had any contractual or business relationships with the CITY within the past three years?

No

If yes please give a brief description. Please include the dollar value of the contract or business relationship.

4. Please identify by name and address the contractor's principals including all owners, partners, or shareholders and officers. If the contractor is a public corporation identify by name and address the officers, members of the board of directors, and shareholders holding more than three (3) percent of the corporate stock.

Name: Monika Rohila
Title: President
Address: : 379 Princeton-Hightstown Rd Building 3, Suite 2A East Windsor, NJ 08520

****Additional pages may be attached to complete the information herein requested.**

#53852

PROFESSIONAL SERVICES AGREEMENT FOR OPEN-END

IT PROFESSIONAL SERVICES

(For Work Orders ≤\$50,000 in Cost)

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**PROFESSIONAL SERVICES AGREEMENT
FOR OPEN-END
IT PROFESSIONAL SERVICES**

(For Work Orders ≤\$50,000 in Cost)

MADE 12/11/2022

BETWEEN

CITY OF PITTSBURGH, a home rule municipality and political subdivision of the Commonwealth of Pennsylvania, hereinafter called “CITY”,

AND

V Group Inc. at 379 Princeton Hightstown Rd, Building 3 Suite 2A, East Windsor, NJ 08520, hereinafter called “CONSULTANT”.

WITNESSETH:

WHEREAS, CITY through its Office of Management & Budget, hereinafter called “Department”, desires to secure certain professional services to support CITY projects on an as-needed basis; and

WHEREAS, CONSULTANT represents that it has the present capacity, experience and qualifications to perform these professional services for CITY as further specified in this AGREEMENT; and

WHEREAS, CITY issued an Invitation to Qualify (“ITQ”) No. 20000255 on December 17, 2020, for the provision of professional services and the CONSULTANT’s ITQ Response was selected as qualified for the provision of said professional services; and

WHEREAS, CITY desires to engage CONSULTANT upon the terms and conditions included herein and CONSULTANT is willing to accept such engagement upon such terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

As used in this AGREEMENT, the following terms will have meanings set out below:

AGREEMENT: means this AGREEMENT and includes all recitals and exhibits incorporated herein by reference.

Change Order: means a valid change to a Work Order as further defined herein.

CITY: means the City of Pittsburgh, a Municipal Corporation of the Commonwealth of Pennsylvania.

CONSULTANT: means the individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers, or other professional specialty that has entered into this AGREEMENT to provide professional services to the CITY.

Department: means the CITY Department issuing the AGREEMENT.

Director: means the Director of the Department issuing the AGREEMENT.

Notice to Proceed: means a written letter issued by the departmental director designated on the Work Order directing that the CONSULTANT may begin or resume performance of a Work Order.

Project: means a capital improvement and/or construction development undertaking of the CITY.

Sub-Consultant: means a person or organization of properly registered professional architects, engineers, or other professional specialty that has entered into a written agreement with the CONSULTANT to furnish specified professional services.

Work Order Authorization (“Authorization”): means a document completed and executed by CITY to form a Work Order.

Work Order: means a written agreement composed of a Solicitation, Proposal and Authorization, formed when CITY executes CONSULTANT’s signed Proposal via an Authorization. A Work Order, upon formation is made part of this AGREEMENT and sets forth the agreed to scope, pricing and associated and additional terms for Work on a Project.

Work Order Proposal (“Proposal”): means CONSULTANT’s response to a Solicitation.

Work Order Solicitation (“Solicitation”): means a request to CONSULTANT to submit a Proposal.

Work: means the services required by the issued Work Order and includes all labor, materials, equipment and services to be provided by CONSULTANT or any Sub-Consultant, material suppliers, or any other entities for which CONSULTANT is responsible to fulfill CONSULTANT’s Work Order obligations.

II. ASSIGNMENT OF WORK

II.1 Subject to all terms and conditions of this AGREEMENT, and only upon proper authorization as further provided herein, CONSULTANT agrees to provide CITY with the services defined in Exhibit "A," on an as-needed basis. Exhibit A provides the universe of services that CONSULTANT may be called upon to perform as Work if assigned by a Work Order.

II.2 CONSULTANT shall only provide Work if assigned to CONSULTANT by Work Order. CONSULTANT acknowledges that there are no guarantees under this AGREEMENT that CONSULTANT will be assigned a Work Order and therefore there are no guarantees that CONSULTANT will be authorized to perform any Work. CONSULTANT understands that potential assignment of a Work Order requires CONSULTANT to satisfy all special terms and conditions required by that particular Work Order including but not limited to obtaining specified additional insurance or entering into non-disclosure agreements with the CITY.

II.3 The process for Work Order assignment is as follows. The CITY will send a Solicitation to one or more eligible consultants. CONSULTANT is not guaranteed to receive a Solicitation under this AGREEMENT. If CONSULTANT receives a Solicitation, CONSULTANT may return a Proposal to the CITY. To be considered, Proposals must be executed by CONSULTANT and meet the Solicitation's requirements to the satisfaction of the CITY. Proposals will be considered based on cost, personnel, availability, experience and any additional factors relative to the specified Work. The CITY reserves the right to negotiate Proposals with consultants. If CITY agrees to CONSULTANT's Proposal, CITY will complete and execute an Authorization. Upon CITY's execution of an Authorization, the Solicitation, Proposal, and Authorization form a Work Order assigned to and binding upon CONSULTANT. Upon formation, a Work Order amends this AGREEMENT as an addition to Exhibit "B." The CITY reserves the right to reject all Proposals to a Solicitation and reissue or withdraw the Solicitation.

II.4 CONSULTANT may be assigned additional Work on an assigned Work Order only by execution of a Change Order. For consideration, Change Orders must conform to the CITY's proper form and procedures, including specification of all fees for the additional Work. Change Orders must be signed by both parties and upon signature will amend the AGREEMENT as an addition to Exhibit B.

II.5 The CONSULTANT agrees to start Work for an assigned Work Order only upon receipt of a Notice to Proceed from CITY. An independent Notice to Proceed is required before CONSULTANT may start any Work assigned under a Change Order.

III. COMPENSATION

III.1. By Section 161.02A(e)(3) of the Pittsburgh City Code, the amount of total compensation payable by the CITY to the CONSULTANT for Work rendered under the terms of this AGREEMENT cannot exceed **Two Hundred and Fifty Thousand Dollars (\$250,000)** annually. CITY will not have any liability nor will CONSULTANT have any recourse against the CITY for any compensation, payment, reimbursable expenditure, cost or charge above the compensation limits of this AGREEMENT.

III.2. CONSULTANT acknowledges that compensation under this AGREEMENT is available only for Work performed under an assigned Work Order. CONSULTANT cannot receive compensation for any action outside of an assigned Work Order. The Director will specify in each Work Order Solicitation whether compensation will be issued as a lump sum single payment, hourly rate payment or a combination thereof. No Work Order shall exceed fifty thousand dollars (\$50,000) in amount.

III.3. An hourly rate payment as a basis for compensation will be used only in instances where it is not possible to determine the complete nature, aspects, tasks, man-hours, or milestones for a particular Work Order. All compensation based on hourly rates must include a maximum not-to-exceed figure, inclusive of all costs for the Work. The CITY will have no liability for any fee, cost or expense above this figure.

III.4. Upon request, CONSULTANT will provide CITY with CONSULTANT'S multipliers or other methodology of calculation intended to cover the CONSULTANT employee benefits and the CONSULTANT's profit and overhead, including, without limitation, office rent, local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, stenographic, administrative and clerical support, other employee time or travel and subsistence not directly related to Work.

III.5. CONSULTANT must follow all CITY approved invoicing form requirements and procedures to receive payment for compensable Work. Failure to follow all such requirements may result in denial of payment for an invoice. CONSULTANT will submit statements not more than once a month, for payment of Work using a CITY approved invoicing form. Invoices must be certified by CONSULTANT as to their accuracy and must be sufficiently detailed and accompanied by supporting documentation to allow for a reasonable audit of expenditures. CONSULTANT will furnish copies of any additional records requested by CITY for consideration of an invoice. The CITY will make reasonable efforts to pay an invoice within 30 days of the date that CITY approves the invoice.

III.6. Upon completion of any Work Order or compensable Work outlined therein, any invoice for payment must be received within the number of days specified in the Work Order, or ninety (90) calendar days, whichever is sooner. If CONSULTANT's or any Sub-Consultant's invoices are not received within this timeframe, then any and all rights to payment of said invoices may be forfeited.

III.7. The CONSULTANT will not be compensated by CITY for revisions or modifications to drawings and specifications, for extended construction administration, or for any other Work when such is due to errors or omissions of CONSULTANT as determined by CITY.

IV. TERM AND TIMING

IV.1. This AGREEMENT shall commence on February 1, 2022 and will remain in full force and effect through January 31, 2024. By mutual consent of the parties for each extension, the term of this AGREEMENT may thereafter be extended for up to two successive periods of one (1) year each (each a "Renewal Term"), with each Renewal Term subject to the same terms and conditions set forth herein including any amendments to this AGREEMENT since execution. In the event that CONSULTANT is engaged in completing any Work Orders on the expiration of the term (including any Renewal Term) of this AGREEMENT, this AGREEMENT will remain in effect until completion or termination of said Work Orders. No new Work Order may be assigned after such expiration date.

IV.2. CONSULTANT must provide all Work within the time limits required under the

AGREEMENT. CONSULTANT acknowledges that TIME IS OF THE ESSENCE and that the failure of the CONSULTANT to comply with any required time limits may result in economic or other losses to the CITY.

IV.3 A reasonable extension of the time for completion of Work, via Change Order, may be granted by CITY should there be a delay on the part of CITY in fulfilling its obligations under the AGREEMENT. Such extension of time will not be cause for any claim by the CONSULTANT for extra compensation.

V. WORK QUALITY

V.1 CONSULTANT'S Work will be subject to monitoring and review by the CITY. The CITY will have the right to visit any site for inspection of the Work at any time. Where CONSULTANT'S Work is unsatisfactory to CITY, it will immediately be corrected by CONSULTANT as directed by CITY and at no additional cost to CITY.

V.2 Standards for all Work include but are not limited to the level of care and skill ordinarily exercised by other professionals performing similar professional services with respect to ITIL, NIST, IEEE, CompTIA, ASTD, ASQ and ISO standards and best practices outlined by communities of practice and equipment manufacturers as applicable under similar circumstances and at the time and place where the Work is performed. CITY standards will be utilized where specifically requested in the AGREEMENT. The absence of any standard will be regarded as meaning that only best industry practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

VI. COORDINATION WITH THE CITY

VI.I. The personnel identified in Exhibit "C" are to remain assigned to all Work authorized during this AGREEMENT. Should the assigned personnel leave the employment of CONSULTANT, the CITY reserves the right to terminate or renegotiate this AGREEMENT.

VI.2 Should any personnel or Sub-Consultants of CONSULTANT be absent from assignment longer than one (1) day, CONSULTANT will promptly provide replacements with qualifications comparable to or better than those of the person being replaced. Director may make written request to the CONSULTANT for the prompt removal of any personnel or Sub-Consultants

assigned to City Work by CONSULTANT. The CONSULTANT must respond to the CITY within five (5) business days of receipt of such request with either the removal and replacement of such personnel or an alternative satisfactory to CITY. Any removal and replacement will not result in an increase in costs or fees under this AGREEMENT.

VI.3. CONSULTANT may only use Sub-Consultants identified in a Work Order for the specific Work assigned thereunder. Any modification from the Sub-Consultants identified in the Work Order requires written approval by the City. All Work provided by the Sub-Consultants must be performed pursuant to appropriate written agreements between the CONSULTANT and the Sub-Consultants, which must incorporate this AGREEMENT's terms as pertain to indemnity, insurance, compliance with applicable law, and contractor responsibility. The CONSULTANT acknowledges that Sub-Consultants are entirely under its direction, control, supervision, retention and/or discharge, and that nothing contained in the AGREEMENT will create any contractual or business relationship between the CITY and the Sub-Consultants.

VI.4. CITY will make available to CONSULTANT all data and relevant system access for the Work. The data will include documentation, diagrams, maps, standard operating procedures or any other documents relating to Work performed under this AGREEMENT. All information and data should be treated as confidential by the consultant and should be securely disposed after the engagement with a written acknowledgement of the secure disposal.

VI.5 CONSULTANT agrees not to divulge or release any information developed or obtained in conjunction with any aspect of its performance of this AGREEMENT, except to authorized CITY personnel or in response to any federal, state, or local government directive or judicial order. The CONSULTANT will require all of its employees, agents, and Sub-Consultants, to comply with the provisions of this paragraph and will be granted information or data developed or obtained from the CITY only on a need-to-know basis.

VI.6. During the term of this AGREEMENT, CITY reserves the right to change its template forms and internal procedures with respect to invoicing, Work Orders, Solicitations, Proposals, Change Orders and other documents issued to CONSULTANT. CONSULTANT will receive notice from CITY thirty (30) days prior to such changes taking effect. After taking

effect, such changes will apply to all future assigned Work Orders. For Work Orders assigned prior to the effective changes, such changes will apply with CONSULTANT'S consent.

VII. TERMINATION

VII.1. The CITY may terminate this AGREEMENT for any reason or no reason at any time, without cause or liability, by Director giving CONSULTANT ten (10) days advance written notice of the intention to terminate. The CONSULTANT may only terminate this AGREEMENT following a material breach by CITY, if not cured within sixty (60) days from the date of CITY's receipt of a written statement from CONSULTANT specifying its breach.

VII.2. The CONSULTANT will have no recourse or remedy from any termination of this AGREEMENT except to receive monies due for Work performed in complete compliance with the AGREEMENT, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will, have against the CITY, its officials or employees. Any payment to CONSULTANT is conditioned on delivery of all paper and electronic copies of configuration files, code, training guides, , and other deliverables related to the Work, whether finished or not, to the department designated on the Work Order within ten (10) business days of termination.

VII.3 If the CONSULTANT fails to comply with any term, condition or obligation of the AGREEMENT, then the CONSULTANT will be in default. The Director will provide written notice to the CONSULTANT as to a finding of default, and the CONSULTANT will take all necessary action to cure said default within thirty (30) days or as designated in the notice of default. If the default has not been corrected to the satisfaction of CITY in that time, CONSULTANT has committed a material breach and the CITY may immediately terminate the AGREEMENT.

VII.4 The CONSULTANT understands and agrees that any termination of this AGREEMENT will not release CONSULTANT from any obligation accruing prior to the effective date of termination. The CONSULTANT further understands that termination will automatically terminate any Work assigned under this AGREEMENT.

VII.5 In the event of material breach, the CONSULTANT will be liable to the CITY for all expenses incurred by the CITY in preparing and negotiating this AGREEMENT, as well as all costs and expenses incurred by the CITY in the re-procurement of the Work, including consequential and incidental damages. Further, CITY may complete any Work assigned to

CONSULTANT and CONSULTANT will be liable to CITY for all reasonable costs in excess of what the CITY would have paid CONSULTANT had there been no termination for material breach.

VIII. DATA OWNERSHIP AND USE

VIII.1. Paper and electronic copies of all source code, documentation, system diagrams, training materials, and reports prepared or obtained under this AGREEMENT, as well as all data collected, together with summaries and charts derived therefrom (hereinafter collectively referred to as "Data"), will belong solely and exclusively to CITY and will be made available, within three business days on request and without condition, to the CITY at any time during the performance or upon completion or termination of this AGREEMENT.

VIII.2 CITY will have the full right to use Data for any purpose and will have unrestricted authority to publish, disclose, distribute and otherwise use any Data, in whole or in part. The CONSULTANT agrees to CITY's reuse of Data without the necessity of further approvals, compensation, fees or documents being required and without recourse for such reuse. The CONSULTANT will not be liable for reuse of Data by the CITY for any purpose other than that provided by the AGREEMENT.

VIII.3. CONSULTANT hereby assigns all statutory and common law copyrights to CITY of any Data that in part or in whole was produced from this AGREEMENT, including all equitable rights. No Data shall be the subject of an application for copyright by CONSULTANT. Consultant shall, at its own expense, defend all suits or proceedings instituted against CITY and pay any award of damages or loss resulting from an injunction, against CITY, insofar as the same are based on any claim that any Data constituted an infringement of any patent, trade secret, trademark, copyright or other intellectual property right.

IX. AUDIT RIGHTS

The CONSULTANT will keep adequate records and supporting documentation concerning its performance under the AGREEMENT. CITY reserves the right to audit, and inspect CONSULTANT's accounts and supporting documentation related to the AGREEMENT, during performance and for three (3) years after final payment under the AGREEMENT.

X. AMENDMENT, INTEGRATION AND WAIVER

Except as otherwise provided herein, this AGREEMENT may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document fully executed by both parties. In the event of a conflict between a Work Order and this AGREEMENT, the terms of this AGREEMENT shall control except as otherwise stated in Section XXV. This AGREEMENT, as it may be amended from time to time, represents the entire and integrated AGREEMENT between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, written or oral. Waiver by either party of a breach of any provision of the AGREEMENT will not be deemed to be a waiver of any other breach of any provision of the AGREEMENT.

XI. APPLICABLE LAW AND VENUE OF LITIGATION

This AGREEMENT will be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania. Any suit or action brought by any party, concerning the AGREEMENT, or arising out of the AGREEMENT, must be brought in Allegheny County, Pennsylvania. Each party will bear its own attorney's fees except in actions arising out of the CONSULTANT's duties to indemnify the CITY under Section XV where the CONSULTANT will pay the CITY's reasonable attorney's fees.

XII. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, and addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it will have been changed by written notice in compliance with the provisions of this section. For the present, the parties designate the following as the respective places for giving of notice:

For CITY of Pittsburgh:

Jennifer Olzinger
Name
414 Grant Street
Address
Pittsburgh, PA 15219
City, State, Zip

For CONSULTANT:

Monica Rohila
Name
Monika Rohila
Address
379 Princeton H'town Rd Cranbury NJ 08
City, State, Zip

XIII. NO PARTNERSHIP

CONSULTANT is an independent contractor. The AGREEMENT does not create a joint venture, partnership or other business enterprise between parties. CONSULTANT has no authority to bind the CITY to any promise, debt, default, or undertaking of CONSULTANT.

XIV. INTERPRETATION

In the event of any disputes as to the interpretation of the terms of the AGREEMENT, the decision of the Director will be final.

XV. INDEMNITY AND LIABILITY

XV.1. CONSULTANT agrees to indemnify, save and hold harmless CITY, its officers, and employees while acting within the scope of their office or employment from and against losses, costs, penalties, fines, claims, judgments, and damages, including but not limited to court costs and reasonable legal fees and any claims related U.S. patent or copyright infringement, to the extent caused by: 1. the performance by CONSULTANT of any Work under the AGREEMENT; 2. any act, error or omission of CONSULTANT or of any agents, employees, licensees, or Sub-Consultants of CONSULTANT; 3. any failure of the CONSULTANT or any agents, employees, licensees, or Sub-Consultants of CONSULTANT to conform to statutes, ordinances, rules, or other regulations or

requirements of any federal, state, county, or city governmental authority or agency, or 4. any breach by CONSULTANT of any of the terms, conditions or provisions of the AGREEMENT.

XV.2. Nothing in the AGREEMENT will be deemed to impose any liability or duty on CITY for any act, omission, liability or obligation of CONSULTANT or Sub-Consultant. CONSULTANT will be solely responsible for both damage to property and all personal injuries, including death, to its agents, servants or employees, or to any other person, sustained by reason of the performance by CONSULTANT of any Work hereunder, or resulting from any act or omission of any of CONSULTANT'S Sub-Consultants, regardless of CITY'S participation through review or concurrence of CONSULTANT'S action. Acceptance of the final payment by CONSULTANT will be considered full release of all claims against CITY arising out of or by reason of the Work performed under the AGREEMENT.

XVI. MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN'S BUSINESS ENTERPRISE (WBE) AND VETERAN OWNED BUSINESS (VOB) PARTICIPATION

CONSULTANT agrees to provide MBE, WBE and VOB participation in the Work hereunder as set forth in CONSULTANT'S ITQ Response, or as such participation may be hereafter amended with the written approval of CITY. It is a term of this AGREEMENT that final payment will be conditioned on receipt by the CITY of a report from the firm detailing:

1. The dollar amount of the contract paid to MBEs along with the names and addresses of said MBEs;
2. The dollar amount of the contract paid to WBEs along with the names and addresses of said WBEs;
3. The dollar amount of the contract paid to VOBs along with the names and addresses of said VOBs;
4. An explanation of any failure to achieve the goals for MBE, WBE and VOB participation which had been represented to CITY prior to the award of the contract.

CITY intends to monitor the progress closely, including revising the practices and procedures from time to time as conditions warrant. As requested by City from time to time during the

term of this AGREEMENT, CONSULTANT must provide supplemental reports on MBE, WBE, and VOB participation as related to specific assigned Work Orders.

XVII. INSURANCE

CONSULTANT must carry insurance as follows, during the entirety of this AGREEMENT:

	<u>Individual Occurrence</u>	<u>Aggregate</u>
<u>Commerical General Liability</u>		
Bodily injury, including death and property damage combined	\$500,000	\$1,000,000
<u>Automobile Liability</u>		
Bodily injury, including death and property damage combined	\$500,000	\$1,000,000
<u>Professional Liability</u>	\$1,000,000	\$1,000,000
<u>Workers' Compensation</u>	Statutory	

All policies, except professional liability, must be on an *occurrence* basis. The CITY must be named as an additional insured on all policies except professional liability and workers' compensation. All policies must be non-cancelable, except upon thirty (30)-day prior written notice to CITY. CONSULTANT will ensure that all Sub-Consultants comply with these same insurance requirements. CONSULTANT will not receive a Solicitation until delivering to CITY certificates of insurance, attached as Exhibit "D", evidencing the required coverage. In the event that the term of said insurance will expire prior to the expiration of the term of this AGREEMENT or the completion of all Work required hereunder, whichever will occur later, CONSULTANT will renew said insurance in a timely manner and will promptly deliver a new certificate evidencing coverage. CONSULTANT, as a condition of assignment to certain Work Orders, may also be required to procure cyber-security insurance in accordance with the terms and conditions of this Section XVIII.

XVIII. WORKERS' COMPENSATION

CONSULTANT hereby certifies that it has accepted the provisions of the Pennsylvania Workers' Compensation and Occupational Disease Acts, as amended and supplemented,

insofar as Work covered by this AGREEMENT is concerned, and that it has insured its liability thereunder in accordance with the terms of said acts, or has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.

XIX. ANTI-DISCRIMINATION

CONSULTANT will not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non-job related handicap, or sexual orientation. CONSULTANT will comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V – Discrimination. CONSULTANT will also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act (“ADA”).

XX. COMPLIANCE WITH LAWS

CONSULTANT will fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith that are applicable to Work under the AGREEMENT.

XXI. ASSIGNMENTS

CONSULTANT will not assign any part of the AGREEMENT or any rights to monies to be paid hereunder without the prior written consent of the CITY. The CITY may require bonding, other security, certified financial statements and tax returns from any proposed assignee and the execution of an assignment agreement in a form satisfactory to the City Solicitor as a condition precedent to considering approval of an assignment.

XXII. CONSULTANT RESPONSIBILITY

XXII.1 CONSULTANT must certify in writing that CONSULTANT and its Sub-Consultants are not under suspension or debarment by the CITY, pursuant to Section 161.22 of the Pittsburgh Code, or any governmental entity, instrumentality, or authority. An affidavit certifying compliance with these provisions is attached hereto as Exhibit “E.” CONSULTANT also certifies that as of the date of execution of this AGREEMENT, it has no tax liabilities or other obligations to CITY.

XXII.2 CONSULTANT’S obligations pursuant to these provisions are ongoing from and after the effective date of the AGREEMENT through the termination date thereof. Accordingly,

CONSULTANT will have an obligation to inform the CITY if, at any time during the term of the AGREEMENT, it becomes delinquent in the payment of taxes, or other CITY obligations, or if it or any Sub-Consultants are suspended or debarred by the CITY, the Federal government, or any other State or governmental entity. Such notification will be made within fifteen (15) days of the date of suspension or debarment.

XXII.3 If any of CONSULTANT's taxes or municipal claims become delinquent and owing during the term of this AGREEMENT or prior to final payment by CITY, CONSULTANT hereby grants CITY the right to set-off that indebtedness against any amounts owing to CONSULTANT under the terms of the AGREEMENT. CITY reserves the right to apply set-off payments in whatever manner it deems appropriate.

XXIII. NO THIRD-PARTY BENEFICIARIES

Enforcement of the terms and conditions of the AGREEMENT, and all rights of action relating to such enforcement, are strictly reserved to the CITY and CONSULTANT, and nothing contained in the AGREEMENT will give or allow any claim or right of action by any other third person under this AGREEMENT. It is the express intention of the parties that any person other than the CITY or CONSULTANT receiving benefits under the AGREEMENT will be deemed to be an incidental beneficiary only.

XXIV. STATEMENT OF AFFILIATIONS

CONSULTANT must file and supplement as needed, a Statement of Affiliations with CITY, attached hereto as Exhibit "F", in compliance with Section 197.08(c) of the Pittsburgh Code. This Statement of Affiliations will include: 1. description of any contractual or other business relationship with CITY or any of its departments, agencies, boards, commissions or authorities, including the value of any contract or business relationship entered into during the three (3) calendar years previous to the execution of this AGREEMENT; 2. CONSULTANT'S qualifications and experience for the performance of professional services to be rendered under this AGREEMENT; 3. An identification of CONSULTANT'S principals, including the names and addresses of all owners or partners or shareholders and officers, or, if CONSULTANT is a public corporation, the officers, the members of the board of directors, and shareholders holding more than three (3) percent of the corporate stock.

XXV. PITTSBURGH HOME RULE CHARTER; LIABILITY OF CITY

This AGREEMENT is subject to the provisions of the Pittsburgh Home Rule Charter and the liability of the CITY hereunder is zero dollars (\$0). This amount may be amended by execution and incorporation of Work Orders as provided herein.

XXVI. AUTHORIZING RESOLUTIONS

This AGREEMENT is entered into by the City of Pittsburgh pursuant to Resolution No. 813, effective December 3, 2021.

IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT on the day and year first above written:

V Group Inc.

By: DocuSigned by:
Monica Kohila
1E8131D9E3594BE...

Title: President

CITY OF PITTSBURGH

DocuSigned by:
Ed Gainey
AA1F670B64C14EA...

Mayor

DocuSigned by:
[Signature]
27AF02A6C7CD4BE...

By: Office of Management & Budget

DocuSigned by:
Anthony Bilan
05807A111E3D458...

EXAMINED BY: Assistant City Solicitor

DocuSigned by:
Krysia Kubiak
AAC94186A3CF2B7...

APPROVED AS TO FORM: City Solicitor

DocuSigned by:
Michael E. Lamb
3C1ED8FFC8C14BD...

COUNTERSIGNED: City Controller

EXHIBIT A

IT Cloud Architecture Support

Professional services include, but are not limited to:

- Developing planning and documentation for migrating current application and data sources to a cloud resource
- Developing plans and documentation for new cloud based solutions
- Provide monitoring and troubleshooting of cloud connectivity resources
- Provide a dashboard style monitoring tool to facilitate communication and interoperation with City Infrastructure staff

Exhibit B Sample Work Order Documents

WORK ORDER SOLICITATION

for
(Project Name)

Issued by City of Pittsburgh ("CITY") to *(Consultant)* ("CONSULTANT") for
(Category) Professional Services, pursuant to Professional Services Agreement (#####)

Date: [Click here to enter a date.](#)

I. General Instructions

In accordance with Professional Services Agreement (#####) ("AGREEMENT"), the City Department of *Dept. Name* issues this document as a Work Order Solicitation ("Solicitation"). If CONSULTANT wants to submit a Work Order Proposal ("Proposal"), CONSULTANT must complete all requested information in the Solicitation and Proposal sections of this document. CONSULTANT must also sign the Proposal section where indicated and return this document to CITY by (date). CONSULTANT understands that by signing and returning this document, City will consider it as a Proposal. City will have ___ days to consider this Proposal. During which time, City may accept the Proposal and complete the Work Order Authorization to form a Work Order assigned to CONSULTANT. City's additions to the Work Order Authorization will be limited to signatures, a date, a Work Order number, CONSULTANT'S Proposal cost, and necessary financial account information.

II. Project Information

Address/Location: _____
Dept. Name Project No: _____

III. Scope of Work

A. Work Activities:

Detailed description in outline and narrative form of each activity to be undertaken to accomplish each task and/or deliverable. *(Dept. to fill in this information)*

B. Work Products:

A concise list of all deliverables required for the Work *(Dept. to fill in this information)*

C. Other References:

Reports, drawings, other misc. documents, etc. attached as needed. *(Dept. to fill in this information)*

WORK ORDER PROPOSAL

(To be completed by CONSULTANT)

Date: _____

I. Contact Information

Contact Name:	
Address:	
Phone:	
Email Address:	

II. Schedule of Work

A listing of dates, times, and schedules prepared by CONSULTANT (*or as provided by CITY*) for all work tasks and deliverables. Add rows as needed.

Schedule of Work		
Task or Deliverable	Duration: (Weeks or Days)	Delivery Date

III. Sub-Consultants (if applicable)

CONSULTANT provides that the following Sub-Consultants will participate in the requested Work. Add rows as needed.

Sub-Consultant Name	Specialty or Expertise

IV. Compensation

Payment for this Work will be on a *(To be determined by Dept.)* basis.

The maximum amount(s) to be incurred and invoiced for this Work are as follows:

Summary of Compensation

For Lump Sum Items	
Task/Deliverable Description	Total Lump Sum Amount
TOTAL	\$

For Hourly Rate / Not-to-Exceed Fee Items			
Task/Deliverable Description	Hours	Rates	Total Fee

V. Work Order

Consultant understands that, as an amendment to the AGREEMENT, a Work Order binds CONSULTANT to the terms and conditions contained in the Solicitation, Proposal and Work Order Authorization. A Work Order and all Work authorized thereunder is subject to and governed by all terms, conditions, definitions, and exhibits of the AGREEMENT. A Work Order shall amend the AGREEMENT as an addition to Exhibit B of the AGREEMENT. All Work authorized under a Work Order must be completed by CONSULTANT under the terms and conditions of the AGREEMENT **and** under any additional terms and conditions of the Work Order.

[CONSULTANT NAME]

ATTEST: _____

By: _____

Title: _____
(Secretary or Treasurer)
(Corporate Seal)

Title: _____
(President or Vice President)

To be completed ONLY if Work Order is awarded to Consultant

WORK ORDER AUTHORIZATION

(To be completed by CITY)

Date: [Click here to enter a date.](#)

Work Order No: _____

I. Project Funding

By signature below, City accepts CONSULTANT's Proposal and assigns CONSULTANT this complete document as a Work Order. Consultant shall perform all Work in this assigned Work Order for the total amount of _____. The City will not be liable for any fee, cost, expense, reimbursable expense or other compensation beyond this amount.

Res. No.	Account No.	JDE Fund	JDE Job No.	Budget Year	Amount	Source	Item No.

This amount may only be increased if additional funds have been pre-approved by legislative action or are newly appropriated with proper legislative action, **and** this Work Order is supplemented by amending the AGREEMENT via a Change Order.

CITY OF PITTSBURGH

By: _____
Director, Department of *(Name)*

By: _____
Director, Office of Management and Budget

COUNTERSIGNED: _____
City Controller



EXHIBIT C

Organizational Structure

V Group has the organization structure and qualified personnel to meet the needs of the contracts. The company has been providing professional services since 1999 and has served the public sector since 2004. The organization chart below shows the reporting structure and key personnel who will be engaged in serving.

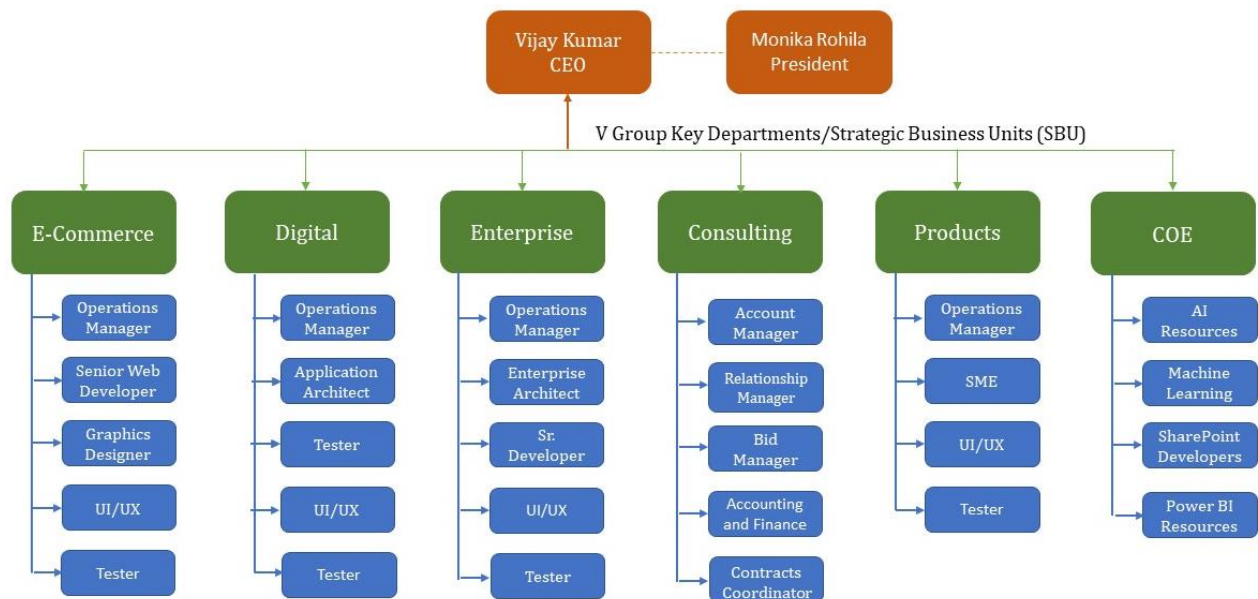


Figure 1: V Group's Organization Chart

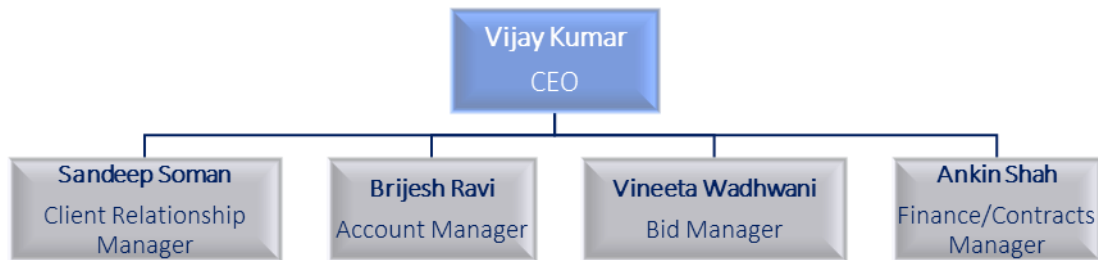
V Group Verticals

V Group has 6 key departments/Strategic Business Units (SBU) to create a seamless business environment. Entire operation is overseen by our CEO who acts as the head of business. Each SBU is managed by a Department Head/Operational Manager reporting directly to the CEO and consists of a team of industry veterans. Below is the list of SBUs.

- **E-Commerce:** Customized E-Store and Apps tailor made for clients to stand out in the world of online business.
- **Digital:** Highly scalable and comprehensive Apps designed to integrate with client environments.
- **Enterprise:** Custom Tailored solutions that to fit perfectly into enterprise-wide corporations.
- **Consulting:** Enabling the best of professionals for client's Staff Augmentation needs
- **Products:** In-house product building team to stay ahead of the industry trend
- **Center of Excellence:** Separate verticals from the ones described above and deals mostly with emerging cutting-edge platforms and technologies including AI and Machine Learning.

IT Consulting Operational Structure

V Group Inc. has robust organizational structure and qualified personnel to meet the requirements under this contract. We follow a team management approach for handling such IT Professional Staffing Services contracts and use a proven organizational structure and a highly skilled management team to ensure that the project requirements are supported. The organization chart below shows our management structure:



V Group brings together a team of technology, business, and social visionaries who provide direction to V Group's executive management in a dynamic and economic business environment. V Group principals to be assigned to provide services for the **City of Pittsburgh** are Client Relationship Manager – Sandeep Soman, and Account Manager – Brijesh Ravi. **Client Relationship Manager, Sandeep Soman with his team of recruiters will be responsible for receiving the requirement, recruiting, and submitting profiles.** He will be supervising and handling the entire recruitment cycle. He has personally placed many of the qualified candidates for both temporary and permanent positions with various clients.

Our dedicated Account Manager – Brijesh Ravi will be supervising all Contract activities including Client Introduction after Award, Problem Escalation and Supervision of Contract Activities. Our Contract Manager, Ankin Shah will be supervising the billing and invoice process. Bid Manager, Vineeta Wadhvani will oversee the SOW and terms and conditions and other technicalities of the contract. V Group is fully capable of providing the best-qualified resources with exceptional knowledge and experience to perform the services required by **the City of Pittsburgh**. Our trusted professionals will be delivering the services throughout the lifecycle of the Contract and provide access to expert advice and proven leadership for the duration of the Contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Technology Insurance Associates InsureYourCompany.com Gordons Corner Road 1H Manalapan NJ 07726	CONTACT NAME: Benjamin Levenson PHONE (A/C, No, Ext): (888) 242-4675 FAX (A/C, No): (732) 862-1177 E-MAIL ADDRESS: Ben@insureyourcompany.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: TWIN CITY FIRE INSURANCE COMPANY INSURER B: Progressive / Drive New Jersey Insurance INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED V Group, Inc. 379 Princeton Hightstown Rd Bldg 3, Ste 2A Cranbury NJ 08512	NAIC # 29459 24260	

COVERAGES

CERTIFICATE NUMBER: 165942

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	13SBAIO9726	10/12/2022	10/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> HIRED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY	X	X	00647508-2	04/26/2022	04/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	13SBAIO9726	10/12/2022	10/12/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	13WECBN6540	10/12/2022	10/12/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof Liab/E&O- Contract. Liab	X	X	13TE0340932	10/12/2022	10/12/2023	\$5,000,000 Occurrence / \$5,000,000 Aggregate
A	Fidelity Crime	X	X	13TP0245108	10/12/2022	10/12/2023	\$5,000,000 Occurrence / \$5,000,000 Aggregate
A	DataBreach/Cyber- ContractLiab	X	X	13TE0340932	10/12/2022	10/12/2023	\$5,000,000 Occurrence / \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Pittsburgh is named as additional insured only if there is a written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Pittsburgh Office of Management and Budget 414 Grant Street, Suite 502 Pittsburgh, PA 15219	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Benjamin Levenson</i>
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ACORD 25 (2016/03)

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CERT NO:165942

Benjamin Levenson

11/18/2022

EXHIBIT E

CERTIFICATION OF DEBARMENT

I, Monica Rohila, the undersigned and duly authorized representative, hereby certify that to the best of my actual knowledge, information or belief, neither self nor any affiliated individual is prohibited from entering a bid or participating in a City of Pittsburgh contract by reason of disqualification as set forth in Pittsburgh Code §161.22(b).

DocuSigned by:

TE8131D9E3394BE...

Signature

President

Title

12/7/2022

Date

EXHIBIT F

Statement of Affiliations

1. Name of Contractor: V Group Inc.

Office Address and Phone Number:

Address: 379 Princeton-Hightstown Rd Building 3, Suite 2A East Windsor, NJ 08520

Phone Number: 609-371-5400

2. List your qualifications and experience for performance of the contract.

Formed in 1999, V Group Inc. has been providing IT staff augmentation and consulting services and worked successfully to strengthen these offerings. With over 22 years of growth, our offerings have matured to provide customized solutions including high-quality personnel, projects, and solutions to our customers. Attached below is the list out current contracts.

3. Have you had any contractual or business relationships with the CITY within the past three years?

No

If yes please give a brief description. Please include the dollar value of the contract or business relationship.

4. Please identify by name and address the contractor's principals including all owners, partners, or shareholders and officers. If the contractor is a public corporation identify by name and address the officers, members of the board of directors, and shareholders holding more than three (3) percent of the corporate stock.

Name: Monika Rohila

Title: President

Address: : 379 Princeton-Hightstown Rd Building 3, Suite 2A East Windsor, NJ 08520

#53850

PROFESSIONAL SERVICES AGREEMENT FOR OPEN-END

IT PROFESSIONAL SERVICES

(For Work Orders ≤\$50,000 in Cost)

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**PROFESSIONAL SERVICES AGREEMENT
FOR OPEN-END
IT PROFESSIONAL SERVICES**

(For Work Orders ≤\$50,000 in Cost)

MADE 12/11/2022

BETWEEN

CITY OF PITTSBURGH, a home rule municipality and political subdivision of the Commonwealth of Pennsylvania, hereinafter called “CITY”,

AND

V Group Inc. at 379 Princeton Hightstown Rd, Building 3 Suite 2A, East Windsor, NJ 08520, hereinafter called “CONSULTANT”.

WITNESSETH:

WHEREAS, CITY through its Office of Management & Budget, hereinafter called “Department”, desires to secure certain professional services to support CITY projects on an as-needed basis; and

WHEREAS, CONSULTANT represents that it has the present capacity, experience and qualifications to perform these professional services for CITY as further specified in this AGREEMENT; and

WHEREAS, CITY issued an Invitation to Qualify (“ITQ”) No. 20000255 on December 17, 2020, for the provision of professional services and the CONSULTANT’s ITQ Response was selected as qualified for the provision of said professional services; and

WHEREAS, CITY desires to engage CONSULTANT upon the terms and conditions included herein and CONSULTANT is willing to accept such engagement upon such terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

As used in this AGREEMENT, the following terms will have meanings set out below:

AGREEMENT: means this AGREEMENT and includes all recitals and exhibits incorporated herein by reference.

Change Order: means a valid change to a Work Order as further defined herein.

CITY: means the City of Pittsburgh, a Municipal Corporation of the Commonwealth of Pennsylvania.

CONSULTANT: means the individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers, or other professional specialty that has entered into this AGREEMENT to provide professional services to the CITY.

Department: means the CITY Department issuing the AGREEMENT.

Director: means the Director of the Department issuing the AGREEMENT.

Notice to Proceed: means a written letter issued by the departmental director designated on the Work Order directing that the CONSULTANT may begin or resume performance of a Work Order.

Project: means a capital improvement and/or construction development undertaking of the CITY.

Sub-Consultant: means a person or organization of properly registered professional architects, engineers, or other professional specialty that has entered into a written agreement with the CONSULTANT to furnish specified professional services.

Work Order Authorization (“Authorization”): means a document completed and executed by CITY to form a Work Order.

Work Order: means a written agreement composed of a Solicitation, Proposal and Authorization, formed when CITY executes CONSULTANT’s signed Proposal via an Authorization. A Work Order, upon formation is made part of this AGREEMENT and sets forth the agreed to scope, pricing and associated and additional terms for Work on a Project.

Work Order Proposal (“Proposal”): means CONSULTANT’s response to a Solicitation.

Work Order Solicitation (“Solicitation”): means a request to CONSULTANT to submit a Proposal.

Work: means the services required by the issued Work Order and includes all labor, materials, equipment and services to be provided by CONSULTANT or any Sub-Consultant, material suppliers, or any other entities for which CONSULTANT is responsible to fulfill CONSULTANT’s Work Order obligations.

II. ASSIGNMENT OF WORK

II.1 Subject to all terms and conditions of this AGREEMENT, and only upon proper authorization as further provided herein, CONSULTANT agrees to provide CITY with the services defined in Exhibit "A," on an as-needed basis. Exhibit A provides the universe of services that CONSULTANT may be called upon to perform as Work if assigned by a Work Order.

II.2 CONSULTANT shall only provide Work if assigned to CONSULTANT by Work Order. CONSULTANT acknowledges that there are no guarantees under this AGREEMENT that CONSULTANT will be assigned a Work Order and therefore there are no guarantees that CONSULTANT will be authorized to perform any Work. CONSULTANT understands that potential assignment of a Work Order requires CONSULTANT to satisfy all special terms and conditions required by that particular Work Order including but not limited to obtaining specified additional insurance or entering into non-disclosure agreements with the CITY.

II.3 The process for Work Order assignment is as follows. The CITY will send a Solicitation to one or more eligible consultants. CONSULTANT is not guaranteed to receive a Solicitation under this AGREEMENT. If CONSULTANT receives a Solicitation, CONSULTANT may return a Proposal to the CITY. To be considered, Proposals must be executed by CONSULTANT and meet the Solicitation's requirements to the satisfaction of the CITY. Proposals will be considered based on cost, personnel, availability, experience and any additional factors relative to the specified Work. The CITY reserves the right to negotiate Proposals with consultants. If CITY agrees to CONSULTANT's Proposal, CITY will complete and execute an Authorization. Upon CITY's execution of an Authorization, the Solicitation, Proposal, and Authorization form a Work Order assigned to and binding upon CONSULTANT. Upon formation, a Work Order amends this AGREEMENT as an addition to Exhibit "B." The CITY reserves the right to reject all Proposals to a Solicitation and reissue or withdraw the Solicitation.

II.4 CONSULTANT may be assigned additional Work on an assigned Work Order only by execution of a Change Order. For consideration, Change Orders must conform to the CITY's proper form and procedures, including specification of all fees for the additional Work. Change Orders must be signed by both parties and upon signature will amend the AGREEMENT as an addition to Exhibit B.

II.5 The CONSULTANT agrees to start Work for an assigned Work Order only upon receipt of a Notice to Proceed from CITY. An independent Notice to Proceed is required before CONSULTANT may start any Work assigned under a Change Order.

III. COMPENSATION

III.1. By Section 161.02A(e)(3) of the Pittsburgh City Code, the amount of total compensation payable by the CITY to the CONSULTANT for Work rendered under the terms of this AGREEMENT cannot exceed **Two Hundred and Fifty Thousand Dollars (\$250,000)** annually. CITY will not have any liability nor will CONSULTANT have any recourse against the CITY for any compensation, payment, reimbursable expenditure, cost or charge above the compensation limits of this AGREEMENT.

III.2. CONSULTANT acknowledges that compensation under this AGREEMENT is available only for Work performed under an assigned Work Order. CONSULTANT cannot receive compensation for any action outside of an assigned Work Order. The Director will specify in each Work Order Solicitation whether compensation will be issued as a lump sum single payment, hourly rate payment or a combination thereof. No Work Order shall exceed fifty thousand dollars (\$50,000) in amount.

III.3. An hourly rate payment as a basis for compensation will be used only in instances where it is not possible to determine the complete nature, aspects, tasks, man-hours, or milestones for a particular Work Order. All compensation based on hourly rates must include a maximum not-to-exceed figure, inclusive of all costs for the Work. The CITY will have no liability for any fee, cost or expense above this figure.

III.4. Upon request, CONSULTANT will provide CITY with CONSULTANT'S multipliers or other methodology of calculation intended to cover the CONSULTANT employee benefits and the CONSULTANT's profit and overhead, including, without limitation, office rent, local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, stenographic, administrative and clerical support, other employee time or travel and subsistence not directly related to Work.

III.5. CONSULTANT must follow all CITY approved invoicing form requirements and procedures to receive payment for compensable Work. Failure to follow all such requirements may result in denial of payment for an invoice. CONSULTANT will submit statements not more than once a month, for payment of Work using a CITY approved invoicing form. Invoices must be certified by CONSULTANT as to their accuracy and must be sufficiently detailed and accompanied by supporting documentation to allow for a reasonable audit of expenditures. CONSULTANT will furnish copies of any additional records requested by CITY for consideration of an invoice. The CITY will make reasonable efforts to pay an invoice within 30 days of the date that CITY approves the invoice.

III.6. Upon completion of any Work Order or compensable Work outlined therein, any invoice for payment must be received within the number of days specified in the Work Order, or ninety (90) calendar days, whichever is sooner. If CONSULTANT's or any Sub-Consultant's invoices are not received within this timeframe, then any and all rights to payment of said invoices may be forfeited.

III.7. The CONSULTANT will not be compensated by CITY for revisions or modifications to drawings and specifications, for extended construction administration, or for any other Work when such is due to errors or omissions of CONSULTANT as determined by CITY.

IV. TERM AND TIMING

IV.1. This AGREEMENT shall commence on February 1, 2022 and will remain in full force and effect through January 31, 2024. By mutual consent of the parties for each extension, the term of this AGREEMENT may thereafter be extended for up to two successive periods of one (1) year each (each a "Renewal Term"), with each Renewal Term subject to the same terms and conditions set forth herein including any amendments to this AGREEMENT since execution. In the event that CONSULTANT is engaged in completing any Work Orders on the expiration of the term (including any Renewal Term) of this AGREEMENT, this AGREEMENT will remain in effect until completion or termination of said Work Orders. No new Work Order may be assigned after such expiration date.

IV.2. CONSULTANT must provide all Work within the time limits required under the

AGREEMENT. CONSULTANT acknowledges that TIME IS OF THE ESSENCE and that the failure of the CONSULTANT to comply with any required time limits may result in economic or other losses to the CITY.

IV.3 A reasonable extension of the time for completion of Work, via Change Order, may be granted by CITY should there be a delay on the part of CITY in fulfilling its obligations under the AGREEMENT. Such extension of time will not be cause for any claim by the CONSULTANT for extra compensation.

V. WORK QUALITY

V.1 CONSULTANT'S Work will be subject to monitoring and review by the CITY. The CITY will have the right to visit any site for inspection of the Work at any time. Where CONSULTANT'S Work is unsatisfactory to CITY, it will immediately be corrected by CONSULTANT as directed by CITY and at no additional cost to CITY.

V.2 Standards for all Work include but are not limited to the level of care and skill ordinarily exercised by other professionals performing similar professional services with respect to ITIL, NIST, IEEE, CompTIA, ASTD, ASQ and ISO standards and best practices outlined by communities of practice and equipment manufacturers as applicable under similar circumstances and at the time and place where the Work is performed. CITY standards will be utilized where specifically requested in the AGREEMENT. The absence of any standard will be regarded as meaning that only best industry practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

VI. COORDINATION WITH THE CITY

VI.I. The personnel identified in Exhibit "C" are to remain assigned to all Work authorized during this AGREEMENT. Should the assigned personnel leave the employment of CONSULTANT, the CITY reserves the right to terminate or renegotiate this AGREEMENT.

VI.2 Should any personnel or Sub-Consultants of CONSULTANT be absent from assignment longer than one (1) day, CONSULTANT will promptly provide replacements with qualifications comparable to or better than those of the person being replaced. Director may make written request to the CONSULTANT for the prompt removal of any personnel or Sub-Consultants

assigned to City Work by CONSULTANT. The CONSULTANT must respond to the CITY within five (5) business days of receipt of such request with either the removal and replacement of such personnel or an alternative satisfactory to CITY. Any removal and replacement will not result in an increase in costs or fees under this AGREEMENT.

VI.3. CONSULTANT may only use Sub-Consultants identified in a Work Order for the specific Work assigned thereunder. Any modification from the Sub-Consultants identified in the Work Order requires written approval by the City. All Work provided by the Sub-Consultants must be performed pursuant to appropriate written agreements between the CONSULTANT and the Sub-Consultants, which must incorporate this AGREEMENT's terms as pertain to indemnity, insurance, compliance with applicable law, and contractor responsibility. The CONSULTANT acknowledges that Sub-Consultants are entirely under its direction, control, supervision, retention and/or discharge, and that nothing contained in the AGREEMENT will create any contractual or business relationship between the CITY and the Sub-Consultants.

VI.4. CITY will make available to CONSULTANT all data and relevant system access for the Work. The data will include documentation, diagrams, maps, standard operating procedures or any other documents relating to Work performed under this AGREEMENT. All information and data should be treated as confidential by the consultant and should be securely disposed after the engagement with a written acknowledgement of the secure disposal.

VI.5 CONSULTANT agrees not to divulge or release any information developed or obtained in conjunction with any aspect of its performance of this AGREEMENT, except to authorized CITY personnel or in response to any federal, state, or local government directive or judicial order. The CONSULTANT will require all of its employees, agents, and Sub-Consultants, to comply with the provisions of this paragraph and will be granted information or data developed or obtained from the CITY only on a need-to-know basis.

VI.6. During the term of this AGREEMENT, CITY reserves the right to change its template forms and internal procedures with respect to invoicing, Work Orders, Solicitations, Proposals, Change Orders and other documents issued to CONSULTANT. CONSULTANT will receive notice from CITY thirty (30) days prior to such changes taking effect. After taking

effect, such changes will apply to all future assigned Work Orders. For Work Orders assigned prior to the effective changes, such changes will apply with CONSULTANT'S consent.

VII. TERMINATION

VII.1. The CITY may terminate this AGREEMENT for any reason or no reason at any time, without cause or liability, by Director giving CONSULTANT ten (10) days advance written notice of the intention to terminate. The CONSULTANT may only terminate this AGREEMENT following a material breach by CITY, if not cured within sixty (60) days from the date of CITY's receipt of a written statement from CONSULTANT specifying its breach.

VII.2. The CONSULTANT will have no recourse or remedy from any termination of this AGREEMENT except to receive monies due for Work performed in complete compliance with the AGREEMENT, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will, have against the CITY, its officials or employees. Any payment to CONSULTANT is conditioned on delivery of all paper and electronic copies of configuration files, code, training guides, , and other deliverables related to the Work, whether finished or not, to the department designated on the Work Order within ten (10) business days of termination.

VII.3 If the CONSULTANT fails to comply with any term, condition or obligation of the AGREEMENT, then the CONSULTANT will be in default. The Director will provide written notice to the CONSULTANT as to a finding of default, and the CONSULTANT will take all necessary action to cure said default within thirty (30) days or as designated in the notice of default. If the default has not been corrected to the satisfaction of CITY in that time, CONSULTANT has committed a material breach and the CITY may immediately terminate the AGREEMENT.

VII.4 The CONSULTANT understands and agrees that any termination of this AGREEMENT will not release CONSULTANT from any obligation accruing prior to the effective date of termination. The CONSULTANT further understands that termination will automatically terminate any Work assigned under this AGREEMENT.

VII.5 In the event of material breach, the CONSULTANT will be liable to the CITY for all expenses incurred by the CITY in preparing and negotiating this AGREEMENT, as well as all costs and expenses incurred by the CITY in the re-procurement of the Work, including consequential and incidental damages. Further, CITY may complete any Work assigned to

CONSULTANT and CONSULTANT will be liable to CITY for all reasonable costs in excess of what the CITY would have paid CONSULTANT had there been no termination for material breach.

VIII. DATA OWNERSHIP AND USE

VIII.1. Paper and electronic copies of all source code, documentation, system diagrams, training materials, and reports prepared or obtained under this AGREEMENT, as well as all data collected, together with summaries and charts derived therefrom (hereinafter collectively referred to as "Data"), will belong solely and exclusively to CITY and will be made available, within three business days on request and without condition, to the CITY at any time during the performance or upon completion or termination of this AGREEMENT.

VIII.2 CITY will have the full right to use Data for any purpose and will have unrestricted authority to publish, disclose, distribute and otherwise use any Data, in whole or in part. The CONSULTANT agrees to CITY's reuse of Data without the necessity of further approvals, compensation, fees or documents being required and without recourse for such reuse. The CONSULTANT will not be liable for reuse of Data by the CITY for any purpose other than that provided by the AGREEMENT.

VIII.3. CONSULTANT hereby assigns all statutory and common law copyrights to CITY of any Data that in part or in whole was produced from this AGREEMENT, including all equitable rights. No Data shall be the subject of an application for copyright by CONSULTANT. Consultant shall, at its own expense, defend all suits or proceedings instituted against CITY and pay any award of damages or loss resulting from an injunction, against CITY, insofar as the same are based on any claim that any Data constituted an infringement of any patent, trade secret, trademark, copyright or other intellectual property right.

IX. AUDIT RIGHTS

The CONSULTANT will keep adequate records and supporting documentation concerning its performance under the AGREEMENT. CITY reserves the right to audit, and inspect CONSULTANT's accounts and supporting documentation related to the AGREEMENT, during performance and for three (3) years after final payment under the AGREEMENT.

X. AMENDMENT, INTEGRATION AND WAIVER

Except as otherwise provided herein, this AGREEMENT may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document fully executed by both parties. In the event of a conflict between a Work Order and this AGREEMENT, the terms of this AGREEMENT shall control except as otherwise stated in Section XXV. This AGREEMENT, as it may be amended from time to time, represents the entire and integrated AGREEMENT between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, written or oral. Waiver by either party of a breach of any provision of the AGREEMENT will not be deemed to be a waiver of any other breach of any provision of the AGREEMENT.

XI. APPLICABLE LAW AND VENUE OF LITIGATION

This AGREEMENT will be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania. Any suit or action brought by any party, concerning the AGREEMENT, or arising out of the AGREEMENT, must be brought in Allegheny County, Pennsylvania. Each party will bear its own attorney's fees except in actions arising out of the CONSULTANT's duties to indemnify the CITY under Section XV where the CONSULTANT will pay the CITY's reasonable attorney's fees.

XII. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, and addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it will have been changed by written notice in compliance with the provisions of this section. For the present, the parties designate the following as the respective places for giving of notice:

For CITY of Pittsburgh:

Jennifer Olzinger
Name
414 Grant Street
Address
Pittsburgh, PA 15219
City, State, Zip

For CONSULTANT:

Monica Rohila
Name
V Group Inc.
Address
379 Princeton H'town Rd CranburyNJ08512
City, State, Zip

XIII. NO PARTNERSHIP

CONSULTANT is an independent contractor. The AGREEMENT does not create a joint venture, partnership or other business enterprise between parties. CONSULTANT has no authority to bind the CITY to any promise, debt, default, or undertaking of CONSULTANT.

XIV. INTERPRETATION

In the event of any disputes as to the interpretation of the terms of the AGREEMENT, the decision of the Director will be final.

XV. INDEMNITY AND LIABILITY

XV.1. CONSULTANT agrees to indemnify, save and hold harmless CITY, its officers, and employees while acting within the scope of their office or employment from and against losses, costs, penalties, fines, claims, judgments, and damages, including but not limited to court costs and reasonable legal fees and any claims related U.S. patent or copyright infringement, to the extent caused by: 1. the performance by CONSULTANT of any Work under the AGREEMENT; 2. any act, error or omission of CONSULTANT or of any agents, employees, licensees, or Sub-Consultants of CONSULTANT; 3. any failure of the CONSULTANT or any agents, employees, licensees, or Sub-Consultants of CONSULTANT to conform to statutes, ordinances, rules, or other regulations or

requirements of any federal, state, county, or city governmental authority or agency, or 4. any breach by CONSULTANT of any of the terms, conditions or provisions of the AGREEMENT.

XV.2. Nothing in the AGREEMENT will be deemed to impose any liability or duty on CITY for any act, omission, liability or obligation of CONSULTANT or Sub-Consultant. CONSULTANT will be solely responsible for both damage to property and all personal injuries, including death, to its agents, servants or employees, or to any other person, sustained by reason of the performance by CONSULTANT of any Work hereunder, or resulting from any act or omission of any of CONSULTANT'S Sub-Consultants, regardless of CITY'S participation through review or concurrence of CONSULTANT'S action. Acceptance of the final payment by CONSULTANT will be considered full release of all claims against CITY arising out of or by reason of the Work performed under the AGREEMENT.

XVI. MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN'S BUSINESS ENTERPRISE (WBE) AND VETERAN OWNED BUSINESS (VOB) PARTICIPATION

CONSULTANT agrees to provide MBE, WBE and VOB participation in the Work hereunder as set forth in CONSULTANT'S ITQ Response, or as such participation may be hereafter amended with the written approval of CITY. It is a term of this AGREEMENT that final payment will be conditioned on receipt by the CITY of a report from the firm detailing:

1. The dollar amount of the contract paid to MBEs along with the names and addresses of said MBEs;
2. The dollar amount of the contract paid to WBEs along with the names and addresses of said WBEs;
3. The dollar amount of the contract paid to VOBs along with the names and addresses of said VOBs;
4. An explanation of any failure to achieve the goals for MBE, WBE and VOB participation which had been represented to CITY prior to the award of the contract.

CITY intends to monitor the progress closely, including revising the practices and procedures from time to time as conditions warrant. As requested by City from time to time during the

term of this AGREEMENT, CONSULTANT must provide supplemental reports on MBE, WBE, and VOB participation as related to specific assigned Work Orders.

XVII. INSURANCE

CONSULTANT must carry insurance as follows, during the entirety of this AGREEMENT:

	<u>Individual Occurrence</u>	<u>Aggregate</u>
<u>Commerical General Liability</u>		
Bodily injury, including death and property damage combined	\$500,000	\$1,000,000
<u>Automobile Liability</u>		
Bodily injury, including death and property damage combined	\$500,000	\$1,000,000
<u>Professional Liability</u>	\$1,000,000	\$1,000,000
<u>Workers' Compensation</u>	Statutory	

All policies, except professional liability, must be on an *occurrence* basis. The CITY must be named as an additional insured on all policies except professional liability and workers' compensation. All policies must be non-cancelable, except upon thirty (30)-day prior written notice to CITY. CONSULTANT will ensure that all Sub-Consultants comply with these same insurance requirements. CONSULTANT will not receive a Solicitation until delivering to CITY certificates of insurance, attached as Exhibit "D", evidencing the required coverage. In the event that the term of said insurance will expire prior to the expiration of the term of this AGREEMENT or the completion of all Work required hereunder, whichever will occur later, CONSULTANT will renew said insurance in a timely manner and will promptly deliver a new certificate evidencing coverage. CONSULTANT, as a condition of assignment to certain Work Orders, may also be required to procure cyber-security insurance in accordance with the terms and conditions of this Section XVIII.

XVIII. WORKERS' COMPENSATION

CONSULTANT hereby certifies that it has accepted the provisions of the Pennsylvania Workers' Compensation and Occupational Disease Acts, as amended and supplemented,

insofar as Work covered by this AGREEMENT is concerned, and that it has insured its liability thereunder in accordance with the terms of said acts, or has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.

XIX. ANTI-DISCRIMINATION

CONSULTANT will not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non-job related handicap, or sexual orientation. CONSULTANT will comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V – Discrimination. CONSULTANT will also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act (“ADA”).

XX. COMPLIANCE WITH LAWS

CONSULTANT will fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith that are applicable to Work under the AGREEMENT.

XXI. ASSIGNMENTS

CONSULTANT will not assign any part of the AGREEMENT or any rights to monies to be paid hereunder without the prior written consent of the CITY. The CITY may require bonding, other security, certified financial statements and tax returns from any proposed assignee and the execution of an assignment agreement in a form satisfactory to the City Solicitor as a condition precedent to considering approval of an assignment.

XXII. CONSULTANT RESPONSIBILITY

XXII.1 CONSULTANT must certify in writing that CONSULTANT and its Sub-Consultants are not under suspension or debarment by the CITY, pursuant to Section 161.22 of the Pittsburgh Code, or any governmental entity, instrumentality, or authority. An affidavit certifying compliance with these provisions is attached hereto as Exhibit “E.” CONSULTANT also certifies that as of the date of execution of this AGREEMENT, it has no tax liabilities or other obligations to CITY.

XXII.2 CONSULTANT’S obligations pursuant to these provisions are ongoing from and after the effective date of the AGREEMENT through the termination date thereof. Accordingly,

CONSULTANT will have an obligation to inform the CITY if, at any time during the term of the AGREEMENT, it becomes delinquent in the payment of taxes, or other CITY obligations, or if it or any Sub-Consultants are suspended or debarred by the CITY, the Federal government, or any other State or governmental entity. Such notification will be made within fifteen (15) days of the date of suspension or debarment.

XXII.3 If any of CONSULTANT's taxes or municipal claims become delinquent and owing during the term of this AGREEMENT or prior to final payment by CITY, CONSULTANT hereby grants CITY the right to set-off that indebtedness against any amounts owing to CONSULTANT under the terms of the AGREEMENT. CITY reserves the right to apply set-off payments in whatever manner it deems appropriate.

XXIII. NO THIRD-PARTY BENEFICIARIES

Enforcement of the terms and conditions of the AGREEMENT, and all rights of action relating to such enforcement, are strictly reserved to the CITY and CONSULTANT, and nothing contained in the AGREEMENT will give or allow any claim or right of action by any other third person under this AGREEMENT. It is the express intention of the parties that any person other than the CITY or CONSULTANT receiving benefits under the AGREEMENT will be deemed to be an incidental beneficiary only.

XXIV. STATEMENT OF AFFILIATIONS

CONSULTANT must file and supplement as needed, a Statement of Affiliations with CITY, attached hereto as Exhibit "F", in compliance with Section 197.08(c) of the Pittsburgh Code. This Statement of Affiliations will include: 1. description of any contractual or other business relationship with CITY or any of its departments, agencies, boards, commissions or authorities, including the value of any contract or business relationship entered into during the three (3) calendar years previous to the execution of this AGREEMENT; 2. CONSULTANT'S qualifications and experience for the performance of professional services to be rendered under this AGREEMENT; 3. An identification of CONSULTANT'S principals, including the names and addresses of all owners or partners or shareholders and officers, or, if CONSULTANT is a public corporation, the officers, the members of the board of directors, and shareholders holding more than three (3) percent of the corporate stock.

XXV. PITTSBURGH HOME RULE CHARTER; LIABILITY OF CITY

This AGREEMENT is subject to the provisions of the Pittsburgh Home Rule Charter and the liability of the CITY hereunder is zero dollars (\$0). This amount may be amended by execution and incorporation of Work Orders as provided herein.

XXVI. AUTHORIZING RESOLUTIONS

This AGREEMENT is entered into by the City of Pittsburgh pursuant to Resolution No. 813, effective December 3, 2021.

IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT on the day and year first above written:

V Group Inc.

By: DocuSigned by:
Monica Rohila
1E8131D9E3394BE...

Title: President

CITY OF PITTSBURGH

DocuSigned by:
Ed Gaine
AA1F678B64C14EA...

Mayor

By: DocuSigned by:
[Signature]
27AF02A6C76D4B5...

Office of Management & Budget

EXAMINED BY: DocuSigned by:
Anthony Balan
05697A111E9B456...

Assistant City Solicitor

APPROVED AS TO FORM: DocuSigned by:
Krysia Kubiak
AAC91186A3CF4B7...

City Solicitor

COUNTERSIGNED: DocuSigned by:
Michael E. Lamb
5C1ED0FFC5C14BD...

City Controller

EXHIBIT A

IT Managed Network Services

Professional services include, but are not limited to:

- Planning, documentation and implementation of LANs throughout the City enterprise
- Modification and maintenance of existing LAN and WAN implementations throughout the City's purview.
- Instantiation of modern dashboard style observation system to facilitate communication and interoperation with City Infrastructure staff
- Day to Day troubleshooting, investigation and remediation of issues, problems and service outages identified by the implemented monitoring system.
- Procedural components such as identification of constraints, cost/benefit analysis, development and evaluation of security requirements pursuant to successful operations are considered within bounds of the service provider.

Exhibit B Sample Work Order Documents

WORK ORDER SOLICITATION

for
(*Project Name*)

Issued by City of Pittsburgh ("CITY") to (*Consultant*) ("CONSULTANT") for
(*Category*) Professional Services, pursuant to Professional Services Agreement (#####)

Date: [Click here to enter a date.](#)

I. General Instructions

In accordance with Professional Services Agreement (#####) ("AGREEMENT"), the City Department of *Dept. Name* issues this document as a Work Order Solicitation ("Solicitation"). If CONSULTANT wants to submit a Work Order Proposal ("Proposal"), CONSULTANT must complete all requested information in the Solicitation and Proposal sections of this document. CONSULTANT must also sign the Proposal section where indicated and return this document to CITY by (date). CONSULTANT understands that by signing and returning this document, City will consider it as a Proposal. City will have ___ days to consider this Proposal. During which time, City may accept the Proposal and complete the Work Order Authorization to form a Work Order assigned to CONSULTANT. City's additions to the Work Order Authorization will be limited to signatures, a date, a Work Order number, CONSULTANT'S Proposal cost, and necessary financial account information.

II. Project Information

Address/Location: _____
Dept. Name Project No: _____

III. Scope of Work

A. Work Activities:

Detailed description in outline and narrative form of each activity to be undertaken to accomplish each task and/or deliverable. (*Dept. to fill in this information*)

B. Work Products:

A concise list of all deliverables required for the Work (*Dept. to fill in this information*)

C. Other References:

Reports, drawings, other misc. documents, etc. attached as needed. (*Dept. to fill in this information*)

WORK ORDER PROPOSAL

(To be completed by CONSULTANT)

Date: _____

I. Contact Information

Contact Name:	
Address:	
Phone:	
Email Address:	

II. Schedule of Work

A listing of dates, times, and schedules prepared by CONSULTANT (*or as provided by CITY*) for all work tasks and deliverables. Add rows as needed.

Schedule of Work		
Task or Deliverable	Duration: (Weeks or Days)	Delivery Date

III. Sub-Consultants (if applicable)

CONSULTANT provides that the following Sub-Consultants will participate in the requested Work. Add rows as needed.

Sub-Consultant Name	Specialty or Expertise

IV. Compensation

Payment for this Work will be on a *(To be determined by Dept.)* basis.

The maximum amount(s) to be incurred and invoiced for this Work are as follows:

Summary of Compensation

For Lump Sum Items	
Task/Deliverable Description	Total Lump Sum Amount
TOTAL	\$

For Hourly Rate / Not-to-Exceed Fee Items			
Task/Deliverable Description	Hours	Rates	Total Fee

V. Work Order

Consultant understands that, as an amendment to the AGREEMENT, a Work Order binds CONSULTANT to the terms and conditions contained in the Solicitation, Proposal and Work Order Authorization. A Work Order and all Work authorized thereunder is subject to and governed by all terms, conditions, definitions, and exhibits of the AGREEMENT. A Work Order shall amend the AGREEMENT as an addition to Exhibit B of the AGREEMENT. All Work authorized under a Work Order must be completed by CONSULTANT under the terms and conditions of the AGREEMENT **and** under any additional terms and conditions of the Work Order.

[CONSULTANT NAME]

ATTEST: _____

By: _____

Title: _____
 (Secretary or Treasurer)
 (Corporate Seal)

Title: _____
 (President or Vice President)

To be completed ONLY if Work Order is awarded to Consultant

WORK ORDER AUTHORIZATION

(To be completed by CITY)

Date: [Click here to enter a date.](#)

Work Order No: _____

I. Project Funding

By signature below, City accepts CONSULTANT's Proposal and assigns CONSULTANT this complete document as a Work Order. Consultant shall perform all Work in this assigned Work Order for the total amount of _____. The City will not be liable for any fee, cost, expense, reimbursable expense or other compensation beyond this amount.

Res. No.	Account No.	JDE Fund	JDE Job No.	Budget Year	Amount	Source	Item No.

This amount may only be increased if additional funds have been pre-approved by legislative action or are newly appropriated with proper legislative action, **and** this Work Order is supplemented by amending the AGREEMENT via a Change Order.

CITY OF PITTSBURGH

By: _____
Director, Department of *(Name)*

By: _____
Director, Office of Management and Budget

COUNTERSIGNED: _____
City Controller



EXHIBIT C

Organizational Structure

V Group has the organization structure and qualified personnel to meet the needs of the contracts. The company has been providing professional services since 1999 and has served the public sector since 2004. The organization chart below shows the reporting structure and key personnel who will be engaged in serving.

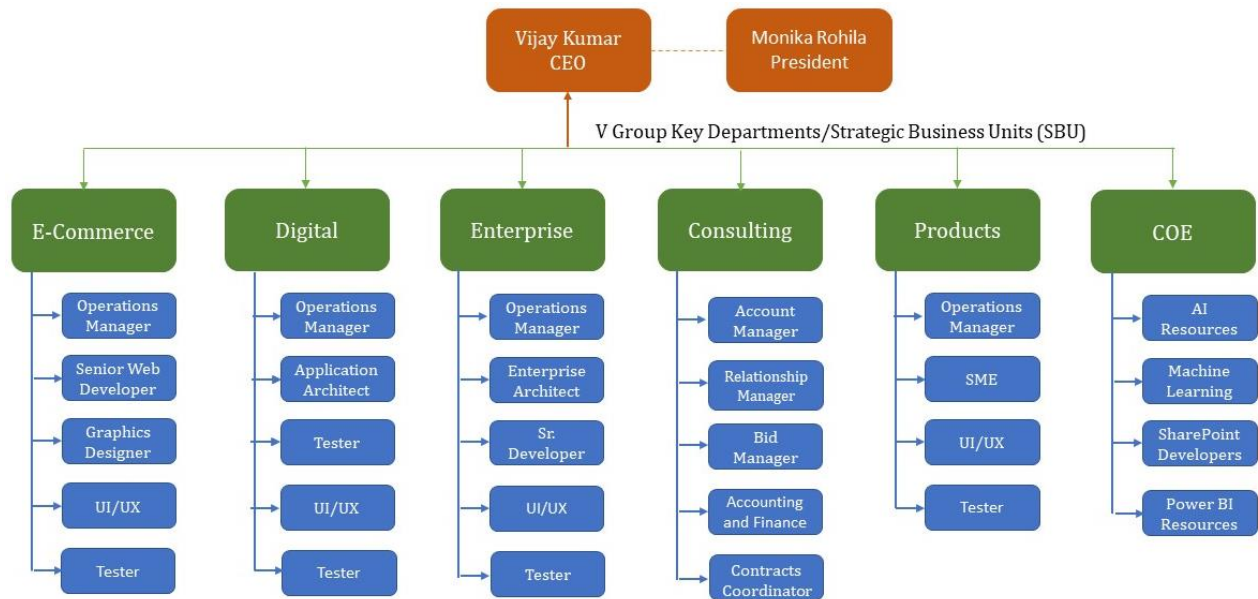


Figure 1: V Group's Organization Chart

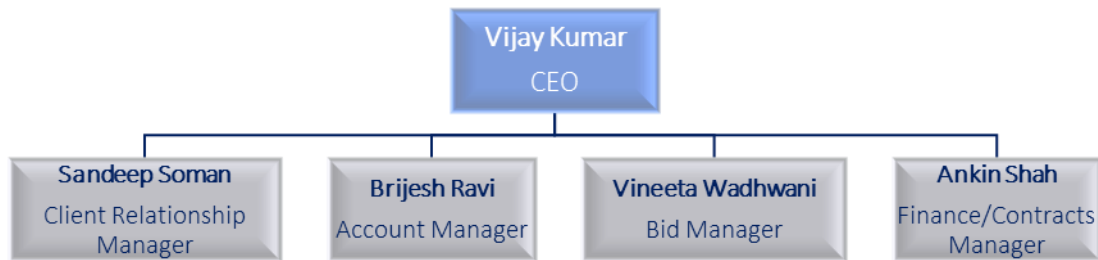
V Group Verticals

V Group has 6 key departments/Strategic Business Units (SBU) to create a seamless business environment. Entire operation is overseen by our CEO who acts as the head of business. Each SBU is managed by a Department Head/Operational Manager reporting directly to the CEO and consists of a team of industry veterans. Below is the list of SBUs.

- **E-Commerce:** Customized E-Store and Apps tailor made for clients to stand out in the world of online business.
- **Digital:** Highly scalable and comprehensive Apps designed to integrate with client environments.
- **Enterprise:** Custom Tailored solutions that to fit perfectly into enterprise-wide corporations.
- **Consulting:** Enabling the best of professionals for client's Staff Augmentation needs
- **Products:** In-house product building team to stay ahead of the industry trend
- **Center of Excellence:** Separate verticals from the ones described above and deals mostly with emerging cutting-edge platforms and technologies including AI and Machine Learning.

IT Consulting Operational Structure

V Group Inc. has robust organizational structure and qualified personnel to meet the requirements under this contract. We follow a team management approach for handling such IT Professional Staffing Services contracts and use a proven organizational structure and a highly skilled management team to ensure that the project requirements are supported. The organization chart below shows our management structure:



V Group brings together a team of technology, business, and social visionaries who provide direction to V Group's executive management in a dynamic and economic business environment. V Group principals to be assigned to provide services for the **City of Pittsburgh** are Client Relationship Manager – Sandeep Soman, and Account Manager – Brijesh Ravi. **Client Relationship Manager, Sandeep Soman with his team of recruiters will be responsible for receiving the requirement, recruiting, and submitting profiles.** He will be supervising and handling the entire recruitment cycle. He has personally placed many of the qualified candidates for both temporary and permanent positions with various clients.

Our dedicated Account Manager – Brijesh Ravi will be supervising all Contract activities including Client Introduction after Award, Problem Escalation and Supervision of Contract Activities. Our Contract Manager, Ankin Shah will be supervising the billing and invoice process. Bid Manager, Vineeta Wadhvani will oversee the SOW and terms and conditions and other technicalities of the contract. V Group is fully capable of providing the best-qualified resources with exceptional knowledge and experience to perform the services required by **the City of Pittsburgh**. Our trusted professionals will be delivering the services throughout the lifecycle of the Contract and provide access to expert advice and proven leadership for the duration of the Contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Technology Insurance Associates InsureYourCompany.com Gordons Corner Road 1H Manalapan NJ 07726	CONTACT NAME: Benjamin Levenson PHONE (A/C, No, Ext): (888) 242-4675 FAX (A/C, No): (732) 862-1177 E-MAIL ADDRESS: Ben@insureyourcompany.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: TWIN CITY FIRE INSURANCE COMPANY INSURER B: Progressive / Drive New Jersey Insurance INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED V Group, Inc. 379 Princeton Hightstown Rd Bldg 3, Ste 2A Cranbury NJ 08512	NAIC # 29459 24260	

COVERAGES

CERTIFICATE NUMBER: 165942

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	13SBAIO9726	10/12/2022	10/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> HIRED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY	X	X	00647508-2	04/26/2022	04/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	13SBAIO9726	10/12/2022	10/12/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	13WECBN6540	10/12/2022	10/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof Liab/E&O- Contract. Liab	X	X	13TE0340932	10/12/2022	10/12/2023	\$5,000,000 Occurrence / \$5,000,000 Aggregate
A	Fidelity Crime	X	X	13TP0245108	10/12/2022	10/12/2023	\$5,000,000 Occurrence / \$5,000,000 Aggregate
A	DataBreach/Cyber- ContractLiab	X	X	13TE0340932	10/12/2022	10/12/2023	\$5,000,000 Occurrence / \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Pittsburgh is named as additional insured only if there is a written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Pittsburgh Office of Management and Budget 414 Grant Street, Suite 502 Pittsburgh, PA 15219	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Benjamin Levenson</i>
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

CERT NO:165942

Benjamin Levenson

11/18/2022

EXHIBIT E

CERTIFICATION OF DEBARMENT

I, Monica Rohila, the undersigned and duly authorized representative, hereby certify that to the best of my actual knowledge, information or belief, neither self nor any affiliated individual is prohibited from entering a bid or participating in a City of Pittsburgh contract by reason of disqualification as set forth in Pittsburgh Code §161.22(b).

DocuSigned by:
Monica Rohila
1E8131D9E3594BE...

Signature

President

Title

12/7/2022

Date

EXHIBIT F

Statement of Affiliations

1. Name of Contractor: V Group Inc.

Office Address and Phone Number:

Address: 379 Princeton-Hightstown Rd Building 3, Suite 2A East Windsor, NJ 08520

Phone Number: 609-371-5400

2. List your qualifications and experience for performance of the contract.

Formed in 1999, V Group Inc. has been providing IT staff augmentation and consulting services and worked successfully to strengthen these offerings. With over 22 years of growth, our offerings have matured to provide customized solutions including high-quality personnel, projects, and solutions to our customers. Attached below is the list out current contracts.

3. Have you had any contractual or business relationships with the CITY within the past three years?

No

If yes please give a brief description. Please include the dollar value of the contract or business relationship.

4. Please identify by name and address the contractor's principals including all owners, partners, or shareholders and officers. If the contractor is a public corporation identify by name and address the officers, members of the board of directors, and shareholders holding more than three (3) percent of the corporate stock.

Name: Monika Rohila

Title: President

Address: : 379 Princeton-Hightstown Rd Building 3, Suite 2A East Windsor, NJ 08520