

City of Columbus

Legislation Report

Office of City Clerk 90 West Broad Street Columbus OH 43215-9015 columbuscitycouncil.org

File Number: 1876-2021

Emergency Legis	lation			The second secon	
File ID:	1876-2021	Type:	Ordinance	Status:	Passed
Version:	I	*Committee:	Technology Commi	ttee	
File Name:	•	enter into an agreen ne MatrixCivil softw	ent for the	File Created:	06/30/2021
				Final Action:	07/28/2021
Auditor Cert #:	ACPO006844	Auditor:	Auditor, hereby cer anticipate to come	Auditor Certificate Nun rtify that there is in the tinto the treasury, and no se, the amount of mone within Ordinance.	reasury, or ot appropriated
Contact Name/No		Ext. 5-5740) and Suz	anna Gussler (Ext. 5	-5890)	
Floor Action (Cler	k's Office Only)				
Mayor's Action		Сог	ıncil Action		
Mayor	 Date	 Dat	e Passed/ Adopted	President	of Council
/eto				City Clerk	

Title: To authorize the transfer of appropriation and cash between projects; to amend the 2020 Capital Improvement Budget; to authorize the Director of the Department of Technology, on behalf of the Columbus City Attorney, to enter into an agreement with Matrix Pointe Software, LLC for the purchase and implementation of a case management system; to waive the competitive bidding provisions of the Columbus City Code; to authorize the expenditure of \$464,000.00 from the Bond Fund-HR and City Attorney Fund, Capital Improvement Bond Fund; and to declare an emergency. (\$464,000.00)

Sponsors:

Attachments: 1876-2021 Columbus City Attorney - MatrixCivil SOW

2021.06.30 (002) (1), 1876-2021 EXP, 1876-2021 Bid

Waiver CA -Matrix Pointe Software V2

History of Legislative File

Ver.	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	COUNCIL PRESIDENT	07/26/2021	Signed				
1	Columbus City Council	07/26/2021	Approved				Pass
1	MAYOR	07/27/2021	Signed				
1	CITY CLERK	07/28/2021	Attest				

ODI: Following the review and approval, when required, the Office of Diversity and Inclusion certifies compliance with Title 39 as of date listed.

City Attorney: Following review and approval, when required, this ordinance has been reviewed by the City Attorney's Office as to its form and legality only.

Explanation

BACKGROUND:

This legislation will authorize the Director of the Department of Technology, on behalf of the Columbus City Attorney, to enter into an agreement with Matrix Pointe Software, LLC for the purchase and implementation of the MatrixCivil software case management system for the City Attorney's Office. This platform will assist the office in civil case records management and will be an additional module in their current Matrix case records management platform. MatrixProsecutor was authorized by Ordinance No. 1528-2015, passed May 15, 2015 with the original agreement (EL017301) and has assisted the office in the management of prosecution records. MatrixCivil suite will continue their migration to a singular case records management platform. The total cost to purchase and implement the MatrixCivil software case management system is \$464,000.00 (which includes Matrix Civil licenses (\$195,000.00), OCR licenses (\$6,000.00), Professional/Installation services (\$43,200.00), Training (\$21,800.00) and Prolaw and Access Databases Migration (\$198,000.00)). The coverage term period of this contract agreement is from September 1, 2021 through November 30, 2022.

The MatrixCivil software case management system is a web-based, comprehensive civil case management system that will assist the City Attorney's Office automate processing and store information related to legal matter assigned to their office. It will provide the office with a single solution that meets all case and work flow requirements from case intake through appeal. The system will help to automate the key functions of the civil operation enabling attorneys and support staff to be more effective and efficient. The MatrixCivil software case management system will provide integration across the entire justice system increasing productivity, decreasing operating costs and accelerating the timely case disposition.

This ordinance will authorize a waiver of competitive bidding, in accordance with the provisions of Chapter 329 of the Columbus City Code, since the City Attorney's Prosecutors Office currently utilizes Matrix Pointe Software. Therefore, it is in the City's best interests to utilize the same computer systems for continuity between the City divisions.

This ordinance authorizes the transfer of authority appropriation and cash between projects within the

Information Services Bond Fund, to accommodate the expenditure authorized by this ordinance.

EMERGENCY:

There is an immediate need for the purchase and implementation of the MatrixCivil software case management system. Emergency designation is being requested to avoid interruption in the performance of services necessary in the usual daily operation, and to facilitate prompt contract execution and related payment for services.

FISCAL IMPACT:

Approval of this ordinance will allow total funding in the amount of \$464,000.00 with funds for this expense coming from the Department of Technology, Information Services Division, Capital Improvement Bond Fund by transferring \$214,000.00 in appropriation and cash from the Data Center Facility Upgrades project, project # P470031-100000 with \$214,000.00 going to the CA Case Management System project, project # P240100-100000, these funds will be reimbursed during a future bond sale. An amendment to the 2020 Capital Improvement Budget is necessary. Sufficient funding in the amount of \$464,000.00 for this expense has been identified coming from the Department of Technology, Information Services Division, Capital Improvement Bond Fund (P240100-100000).

CONTRACT COMPLIANCE:

Vendor Name: Matrix Pointe Software, LLC; CC#: 27-0616884; Expiration Date: 6/30/2022

DAX/City Vendor Acct. No. 002774

Title

To authorize the transfer of appropriation and cash between projects; to amend the 2020 Capital Improvement Budget; to authorize the Director of the Department of Technology, on behalf of the Columbus City Attorney, to enter into an agreement with Matrix Pointe Software, LLC for the purchase and implementation of a case management system; to waive the competitive bidding provisions of the Columbus City Code; to authorize the expenditure of \$464,000.00 from the Bond Fund-HR and City Attorney Fund, Capital Improvement Bond Fund; and to declare an emergency. (\$464,000.00)

Body

WHEREAS, it is necessary to authorize the Director of the Department of Technology, on behalf of the Columbus City Attorney, to enter into an agreement with Matrix Pointe Software, LLC for the purchase and implementation of a case management system. The initial cost to purchase and implement the system is quoted at a total amount of \$464,000.00 and;

WHEREAS, the total cost to purchase and implement the MatrixCivil software case management system is \$464,000.00 (which includes Matrix Civil licenses (\$195,000.00), OCR licenses (\$6,000.00), Professional/Installation services (\$43,200.00), Training (\$21,800.00) and Prolaw and Access Databases Migration (\$198,000.00)). The coverage term period of this contract agreement is from September 1, 2021 through November 30, 2022; and

WHEREAS, the MatrixProsecutor case management system was authorized by Ordinance No. 1528-2015, passed May 15, 2015 with the original agreement (EL017301) and has assisted the City Attorney's Office in the management of prosecution records. MatrixCivil suite will continue their migration to a singular case records management platform; and

WHEREAS, it has been determined that it is in the City's best interests to waive the competitive bidding provisions of Chapter 329 of the Columbus City Code so that the same vendor is used for both divisions to provide continuity between the offices; and

WHEREAS, it is necessary to authorize the transfer of appropriation and cash between projects within the Department of Technology, Information Services Bond Fund; and

WHEREAS, it is necessary to amend the 2020 Capital Improvement Budget; and

WHEREAS, an emergency exists in the daily operation of the Columbus City Attorney's Office in that it is immediately necessary to authorize the Director of the Department of Technology, on behalf of the Columbus City Attorney, to enter into an agreement with Matrix Pointe Software, LLC for the purchase and implementation of the MatrixCivil software case management system to avoid interruption in the performance of services necessary in the usual daily operation, for the immediate preservation of the public health, peace, property and safety.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS:

SECTION 1: That the Director of the Department of Technology, on behalf of the Columbus City Attorney, be and is hereby authorized to enter into an agreement with Matrix Pointe Software, LLC for the purchase and implementation of a MatrixCivil software case management system. The total cost to purchase and implement the MatrixCivil software case management system is \$464,000.00 (which includes Matrix Civil licenses (\$195,000.00), OCR licenses (\$6,000.00), Professional/Installation services (\$43,200.00), Training (\$21,800.00) and Prolaw and Access Databases Migration (\$198,000.00)). The coverage term period of this contract agreement is from September 1, 2021 through November 30, 2022.

SECTION 2: That the City Auditor is hereby authorized and directed to transfer cash and appropriation within the Information Services Bonds Fund as follows (Please see 1876-2021 EXP):

SECTION 3: That the 2020 Capital Improvement Budget authorized by Ordinance 2521-2020 is amended as follows:

Project Number/Project Name/ Funding Source/ Current Authority/Revised Authority/ Change

P470031-100000/Data Center Facility Upgrades/Info Service Carryover/ \$1,457,663/ \$1,243,663/ (\$214,000)

P240100-100000/Case Management System/ Info Services Carryover/ \$0/\$214,000/\$214,000

P470031-100000/Data Center Facility Upgrades/Councilmanic SIT Supported/ \$0/\$214,000/\$214,000

SECTION 4: That the expenditure of \$464,000.00 or so much thereof as may be necessary is hereby authorized to be expended from the Department of Technology, Information Services Division, Capital Improvement Fund as follows (**Please see 1876-2021 EXP**):

SECTION 5: That the City Auditor is authorized to make any accounting changes to revise the funding source for all contracts or contract modifications associated with this ordinance.

SECTION 6: That the funds necessary to carry out the purpose of this ordinance are hereby deemed appropriated, and the City Auditor shall establish such accounting codes as necessary.

SECTION 7: That the City Auditor is hereby authorized to transfer the unencumbered balance in a project account to the unallocated balance account within the same fund upon receipt of certification by the Director of the Department administering said project that the project has been completed and the monies are no longer required for said project.

SECTION 8: That this council finds it in the City's best interest to waive the competitive bidding provisions of the Columbus City Code, Chapter 329 to enter into this agreement.

SECTION 9: That for the reasons stated in the preamble hereto, which is hereby made a part hereof, this ordinance is hereby declared to be an emergency measure and shall take effect and be in force from and after its passage and approval by the mayor, or ten days after passage if the mayor neither approves nor vetoes the same.

CONTRACT

FOR SERVICES OVER \$50,000

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

This Contract for the purchase and implementation of a Case Management System (MatrixCivil) is entered into by and between Matrix Pointe Software, LLC, (herein referred to as "Contractor"), and the City of Columbus, Department of Technology (DoT), (herein referred to as "City").

WITNESSETH

WHEREAS, the City has a need for the purchase and implementation of a Case Management System (MatrixCivil); and

WHEREAS, this platform will assist the City Attorney's Office in civil case records management and will be an additional module in their current Matrix case records management platform; and

WHEREAS, MatrixProsecutor was authorized by Ordinance No. 1528-2015, passed May 15, 2015 with the original Contract (EL017301) and has assisted the City Attorney's Office in the management of prosecution records. The MatrixCivil suite will continue their migration to a singular case records management platform; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

WHEREAS, this Contract is authorized by Ordinance No. 1876-2021, passed by the Columbus City Council on July 26, 2021; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

1. Contract Term

The term of this Contract shall be from <u>September 1, 2021 to November 30, 2022</u>. This Contract shall not automatically renew.

2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$464,000.00 unless additional funds are appropriated and authorized.

3. Pricing and Scope of Services

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A*** and as contained in the bid specifications, which are expressly incorporated herein.

*Contract is NOT valid if the Scope of Services is NOT attached.

01/22/2018

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

4. Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

5. Taxes

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. City's Contract Administrator/Contract Administration

Kerry Bonaventura/Information Technology Account Manager (ITAM), will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

CITY: Kerry Bonaventura, Department of Technology, Jerry Hammond Center, Suite No. # 300, 1111 E. Broad St., Columbus, OH 43205

CONTRACTOR: Thomas J. Coury, Matrix Pointe Software LLC, 30400 Detroit Road, Suite No. 400, Westlake, OH 44145

7. Contractor as an Independent Contractor

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT <u>WWW.OPERS.ORG</u>

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8. Applicable Law, Remedies

This Agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

9. Payment/Invoice Submittal

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

Invoices: All invoices shall be submitted to the address listed on the Purchase Order or: **DoT Fiscal** Office, PO Box 2949, Columbus, OH 43216-2949.

10. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

11. Contract Termination

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

12. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

13. Survivorship

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

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14. Save Harmless/Indemnification

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.

15. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

Assignment 16.

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

17. **Authority to Bind**

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

18. Worker's Compensation

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. Proof of coverage shall be attached to this Contract AS EXHIBIT B.

19. Insurance

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:

Bodily Injury Liability:

Property Damage Liability: Each Accident \$500,000 Each Person \$500,000 All Accidents \$1,000,000 \$1,000,000 Each Accident

Campaign Contributions 20.

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

21. City Income Taxes

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

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01/22/2018

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

EXHIBITS A, B AND C MUST BE ATTACHED HERETO. *ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.*

CITY OF COLUMBUS:

Department of Technology (DoT)

Kunulletha

8/26/21

H. Samuel Orth III, Director/CIO

Date

CONTRACTOR:

Matrix Pointe Software, LLC

(City DAX Acct.: 002774)

Please list remit address below:

Thomas J. Coury, Chairman and Chief Software Architect Printed Name and Title

Federal ID Number: 27-0616884

Matrix Pointe Software, LLC 30400 Detroit Road, Suite No. # 400

Westlake, OH 44145

" NOT NEEDEL

CONTRACT SIGNATURE AFFIDAVIT
(Must be completed when the individual signing the Contract is NOT an Officer or Member of the Company.)

STATE OF:	_
COUNTY OF:	_
	_, being duly sworn, deposes and says that he/she is
of	, a Corporation, LLC, or LLP organized and existing under and by
virtue of the laws of the State of	aj.
City	, State, Zip Code
Affiant further says that he/she is familiar with the records, n	ninute books and by-laws of
(Company Nat	ne)
Affiant further says that(Name of Person Signing Contract)	is(Title)
Of the Company and is duly authorized to sign the Contract For said Company by virtue of	
Signature of Affiant**	
** AFFIANT MUST BE SOMEONE OTHEI	R THAN THE INDIVIDUAL SIGNING THE CONTRACT.**
Sworn to before me and subscribed in my presence this	day of20
Notary Public	
My Commission Expires:	

Exhibit A



Project Statement of Work for:

Columbus City Attorney Zach Klein's Office
Civil Division

For a:

Case Management System

Presented To:

Jay Saunders Columbus City Attorney's Office

Ву:

Matrix Pointe Software, LLC 30400 Detroit Rd. Suite 400 Cleveland, Ohio 44145

June 30, 2021









June 30, 2021

Matrix Pointe Software, LLC 30400 Detroit Rd., Suite 400 Cleveland, OH 44145 Office: (216) 865-0025

Fax: (440) 243-5601

www.matrixpointesoftware.com

Jay Saunders, IT Specialist Columbus City Attorney's Office 375 S. High St., 7th Floor Columbus, OH 43215

Re: Matrix Pointe Software Preliminary Proposal

Dear Mr. Saunders:

We are pleased to provide our Statement of Work. At the request of DoT, we have prepared this document based on the information provided to us. Please let us know if you have any questions or comments.

Thank you for this opportunity to work on this important project and we look forward to working with you.

Sincerely,

Thomas J. Coury,

Chairman and Chief Software Architect

Somes J. Comy

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Executive Summary

This Statement of Work outlines our proposal to implement our web based MatrixCivil Case Management Suite for the Civil Division of the Columbus City Attorney Zach Klein's Office (CAO) by end of November 2022.

We propose a phased project approach beginning with a 3-month Discovery/Preliminary Design phase at no cost to the CAO. Commencing September 1, 2021, Matrix will review and analyze CAO's business systems and processes and create preliminary designs for New Features requested by the CAO. Afterward, Matrix will review its findings and preliminary designs with CAO. CAO can determine whether it would like to move forward with the MatrixCivil Case Management implementation according to the plan described below.

Beginning December 1, 2021, Matrix proposes implementing the MatrixCivil Suite with CAO's Civil sections in two Groups (i.e., 2 separate implementations) over 12 months, including Data Conversions. During this same timeframe and running parallel with these MatrixCivil implementations, Matrix will create detail designs, develop and implement CAO's requested New Features as described in the Discovery/Preliminary Design phase.

The table found in the Proposed Project Approach section fully outlines our approach.

Proposed Products

The MatrixCivil Case Management Suite includes:

- MatrixCivil (for your Law Department)
- MatrixCivil Client Portal
- MatrixCivil Public Records Request Page (to embed into your public website)

MatrixCivil is our fully integrated, web-based case management system. MatrixCivil is configurable to handle various matter types the City may manage including public records requests.

The MatrixCivil Client Portal is a secure, integrated, web-based portal for electronic legal matter submission from city departments, and other clients, to the Law Department. This two-way interface allows your office to collaborate on legal matter requests, to update your clients on case progress, submit draft documents for client review, assign tasks and exchange notes with your clients.

The MatrixCivil Public Records Requests is a webpage which can be embedded into your public website. This allows for the electronic request of public records to the Law Department. Requests can also be managed by other departments using the MatrixCivil Client Portal.

Site Deployments

We will spin up all MatrixCivil sites on-premises with your DoT, and on your servers, which have already been configured for Matrix systems.

This includes 2 versions (i.e., 2 URLs) of both MatrixCivil and MatrixCivil Client Portal, one version for training (includes testing and data conversion) and another for production. URLs are determined by your office and the DoT.

- 1. MatrixCivil Training
- 2. MatrixCivil Production
- 3. MatrixCivil Client Portal Training
- 4. MatrixCivil Client Portal Production

The MatrixCivil Public Records Requests Page embeds into your public website.

Proposed Project Approach

Project Phases

Matrix proposes the following project phases:

Phase or CAO Sect	Implementati ion Group	ion Date	Included
0. Preliminary De for New Featur	_	9/1/2021-11/30/2021	At no cost
O. Detail Design, Development Implementatio for New Featur		12/1/2021-11/30/2022	At no cost
 General Couns Labor & Emplo Litigation Solicitor Gener Support Staff Claims Division 	yment (37 users)	12/1/2021-5/31/2022	 MatrixCivil Suite ProLaw Data Conversion New Features required for Group's Go Live
7. Real Estate Div 8. Zone Initiative	ision Group 2 (23 users)	6/1/2022-11/30/2022	 MatrixCivil Suite 4 Access Databases Data Conversion New Features required for Group's Go Live

New Features Design and Implementation

Preliminary Design Phase

During the Preliminary Design Phase, Matrix will review and analyze CAO's business systems and processes and create mockups for New Features requested by CAO's Civil Division. Matrix will conduct interviews with CAO's subject matter experts to thoroughly understand, document, and create preliminary designs for requested features.

Detail Design, Development and Implementation Phase

Matrix will create detail designs for requested features and develop and implement them into our MatrixCivil product as part of our regular monthly releases.

Feature		Division/ ection	In ProLaw or Access Database	Must be in MatrixCivil to Go Live
Billing and Payment: and record transaction and for the divisions, interest calculations	ons made by C	claims/ collections	ProLaw	Yes
Time Tracking that w tracking by individua specific project		eal Estate	Access Databases	Yes
3. Time Tracking: Ability invoices and reports	/ to create R	eal Estate	Access Databases	Yes
4. Time Tracking: Report Chiefs/Supervisor to and approve billable	review, revise	eal Estate	Access Databases	Yes
5. Track/Index Physical	Records A	i l	ProLaw & Access Databases	No
6. Video Storage	Α	dl .	NA	No
7. Saving Draft Version	A	All	NA	No

Project Implementation Methodology

Matrix has found that using a methodology with clear milestones and objectives has contributed to the overall success of our implementation projects. Matrix continually improves upon this methodology to incorporate lessons learned from experiences with prior implementations to make future implementations as effective as possible.

Matrix strives to meet the challenges each office faces during implementation and transition to a new case management system. Our team works very closely with the client during each milestone of the project, starting with bi-weekly meetings and quickly ramping up to weekly meetings. We pride ourselves in taking the time to get to know our clients and identify their concerns and challenges prior to training. Consequently, this allows the transition for the client to be as efficient as possible.

Milestones include:

- 1. Project Initiation & Information Gathering
- 2. Configuration Analysis and Design
- 3. System Deployment
- 4. Testing
- 5. User Training
- 6. Data Conversion
- 7. Interfaces (None)
- 8. Implementation and Transition
- 9. Project Management

Based on our implementation experience, we would like to suggest the following project management plan and methodology for the Columbus City Attorney's Office (CAO).

Milestone 1 – Project Initiation & Information Gathering

We will assemble a Matrix project team specifically for your office, formally kickoff the project and begin gathering important information about your office. We will provide a series of documents to be completed by CAO to help us understand configuration requirements.

Milestone 1

Deliverables Matrix Responsibilities **CAO** Responsibilities 1. Project Schedule Conduct a kickoff meeting Attend a kickoff meeting 2. Project Communication Review and confirm project schedule Confirm project schedule Plan Explain project structure, roles, and Designate Civil Section Project Policy responsibilities Administrator, Project Lead, Super Users (2) Explain Office Setup documentation Complete Office Setup Schedule weekly project meeting documentation Establish communication protocol

Milestone 1

M	Matrix Responsibilities		AO Responsibilities	Deliverables
6	Gather samples of case files, forms,	٠	Provide samples of case files, forms,	
	and reports		and reports	

Milestone 2 - Configuration Analysis and Design

We will work with CAO to understand your business so we can configure the software to support your office's environment.

Milestone 2

Matrix Responsibilities		C	CAO Responsibilities		Deliverables	
•	Review Office Setup documents, sample case files, forms, reports Review your office's business processes using Matrix Configure your office's system	•	Discuss your office's business processes Identify your office's business processes using Matrix Update configurations for your	3.	Requirements matrix	
			office's system			

Milestone 3 – System Deployment

Our engineers, along with The City of Columbus DoT, will spin up and deploy test/training, data conversion, and production sites on-prem.

Milestone 3

M	Matrix Responsibilities		DoT Responsibilities		Deliverables	
•	Work with DoT to provision and deploy system on-prem Work with DoT and provide scripts for testing on-prem training, data	•	Work with Matrix to provision and deploy system on-prem Test CAO's on prem sites with Matrix support	4.	Environment certification	
	conversion and product sites		Water Support			

Milestone 4 - Testing

Your training and live sites are thoroughly tested to ensure all services are running properly to support various features and tools used in Matrix. We test to ensure configurations are set to support your office. The Matrix team along with your office will update configurations based on your office's preferences. User Acceptance Testing (UAT) will be conducted together to ensure configurations are complete.

Milestone 4

Matrix Responsibilities	CAO Responsibilities	Deliverables	
Conduct User Acceptance Test	Conduct User Acceptance Test	5. UAT plan	
	 Acknowledge acceptance 	Test cases/scripts and	
		completed systems test	
		7. UAT cases/scripts and	
		completed UAT	

Milestone 5 - Training

We provide an extensive training program both remote and on-site (if possible), with staff and with real cases if practical. We can conduct training for varying knowledge levels and work with Super Users selected to become system experts.

Our training plan is customized to accommodate your workflow and office requirements. The training will reflect any policy decisions or workflow efforts identified by your office. All training materials will be in an electronic format.

Milestone 5

Matrix Responsibilities	CAO Responsibilities	Deliverables
 Finalize training plan and schedule Provide training documentation Conduct user training 	 Finalize training plan and schedule Coordinate training locations and setup Attend User training 	 Training plan/schedule Training documentation Training database and application software Conduct training

Milestone 6 - Data Conversion

Matrix will convert the following databases. Matrix requires access to all systems.

Database Conversion	Up to # of Columns
ProLaw	2,100
Real Estate Blue Log Access Database	45
Real Estate Closed Parcel Access Database	20
Real Estate Invoice Tracking Access Database	55
Real Estate Login Data Access Database	30

No document conversion has been requested.

Mi	lestone	6

Matrix Responsibilities	CAO Responsibilities	Deliverables
 Develop conversion plan Develop conversion template Develop conversion programs Run test conversion and reconcile data Run production conversion and reconcile data 	 Provide access to all source data. A copy or subset of ProLaw and all Access databases will be made available for use on the Matrix development servers. Alternatively, data will be provided in a consistent and ready to convert format. Verify conversion mappings Test converted data Approve converted test data and ready for conversion into production 	 Data Conversion plan Conversion programs Conversion and reconciliation of data (Test) Conversion reports (Test) Conversion and reconciliation of data (Production) Conversion reports (Production) Letter certifying acceptance of converted data

Milestone 7 - Interfaces

Matrix integrates with Microsoft Exchange allowing you to sync your Outlook calendar and organize your emails, sending them directly to a Matter in MatrixCivil.

Matrix assumes there is no other integration from Matrix to any other system.

Milestone 8 - Implementation and Stabilization

After the system is live, we will provide additional training to ensure a smooth transition to full operational use. The Matrix QA Director conducts a review to identify opportunities and make recommendations to gain further efficiencies when using the system.

Your section will accept and signoff on the system.

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Matrix Responsibilities	CAO Responsibilities	Deliverables
 Go Live support Conduct follow up training, if needed Request system acceptance Review Help Desk procedures QA Review from our VP of Client Services 	 Prepare staff for Go Live Attend follow up training Accept System Participate in QA Review 	19. Signed implementation certification/acceptance letter

Milestone 9 - Project Management

We will work with you to provide project management throughout the life of the project. The Matrix Project Manager is responsible for creating the project plan and ensuring proper communication channels, adhering

to the project methodology and addressing contract and billing matters. Your Matrix Project Lead will provide weekly project status updates and conduct weekly meetings with you.

Milestone 9

Matrix Responsibilities	CAO Responsibilities	Deliverables			
 Establish and maintain project plan Coordinate the Matrix implementation team, project communication, contract, and billing Provide weekly project status reports Conduct weekly project meetings 	 Lead and implement internal business processes using Matrix Sign off on deliverables as needed Attend weekly project meetings 	20. Weekly status reports			

Deliverables Summary

The following table summarizes the project's deliverables.

Many are considered Working Deliverables, meaning they are created and updated throughout the project's life cycle.

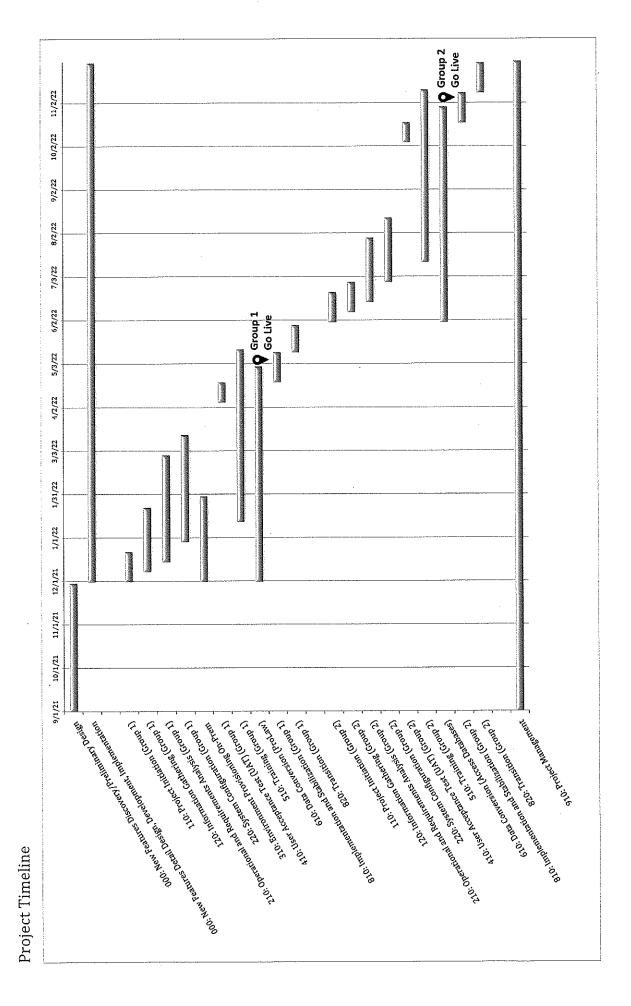
Two deliverables, upon approval, are related to payment:

#18 Document certifying acceptance of converted data #19 Document certifying acceptance of implementation

Frequency* **Required for Payment Deliverables** No 1. Project Schedule 2x 1x No 2. Project Communication Plan 3. Requirement matrix 1x No 4. Environment certification No 1x 5. UAT Plan 1x No 6. Test cases/scripts and completed systems test 2x No No 7. UAT cases/scripts and completed UAT 2x No 8. Training plan/schedule 2x No 1x 9. Training documentation No 10. Training database and application software 1x 2x No 11. Conduct training 2x No 12. Data conversion plan No 2x 13. Conversion programs 14. Conversion and reconciliation of data (Test) 2x No No 2x 15. Conversion reports (Test) 2x No 16. Conversion and reconciliation of data (Production) No 17. Conversion reports (Production) 2x Yes 18. Document certifying acceptance of converted data 2x 19. Document certifying acceptance of implementation Yes 2x Weekly No 20. Weekly status reports

^{*1}x = Once for total project, 2x = Once for each Group





Project Detail – Group 1

	Milestone/Area	Milestone/Area	
100.00	Project Initiation and Requirement Gathering (M1)	510.20 Prepare and maintain training database and application software	abase and application software
110.00	Project Initiation	510.25 Civil Training Class 1 (4 hours x 2 session(s) of 19 people)	ession(s) of 19 people)
110.05	Project Preparation	510.30 Civil Training Class 2 (4 hours x 2 session(s) of 19 people)	session(s) of 19 people)
110.10	Prepare Client Setup Documents	510.35 Civil Training Class 3 (4 hours x 2 session(s) of 19 people)	session(s) of 19 people)
110.15	Project Kick-off meeting including Prep	510,40 Client Portal Training	
110.20	Update project schedule	510.45 Super User Training	
120.00		510.50 Follow Up Training	
120.05	Obtain and review Client Setup Documents		
120.10	Obtain and review sample case files	600.00 Data Conversion (M6)	
		610.00 Data Conversion (ProLaw)	
200.00	Configuration Analysis and Design (M2)	610.05 Develop a conversion plan	
210.00	Operational and Requirements Analysis	610.10 Design data conversion program	
210.05	Conduct Operational Interviews	610.15 Write data conversion scripts	
210.10	Map key processes/workflow	610.20 Run trial conversion	
220.00		610.25 Verify trial conversions results	
220.05	l Configuration and Maintenance	610.30 Run live conversion	
		610.35 Verify live conversions results	
300.00	System Deployment (M3)	610.40 Conversion management	
310.00	Environment Provisioning On-Prem	,	
310.05	Initial environment setup	800.00 Implementation and Transition (M8)	M8)
310,10	Application deployment	810.00 Implementation and Stabilization	E
310.25		810.05 Develop an implementation/Go Live plan	ive plan
		810.15 Stabilization/Post Go Live follow up	dn
400.00	Testing (M4)	810.20 Present system to Section for final acceptance	al acceptance
410.00		820.00 Transition	
410.05	Develop user acceptance test plan (UAT)	820.05 Complete Client staff technical training	aining
410.10		820.10 Transition to ITS Call Center and Help Desk	Help Desk
410.15		820.15 Complete system transition/process letter of acceptance	ess letter of acceptance
		000 00 Disject Management (M9)	
200.00	Training (MS)		
510.00	Training (Group 1)		
510.05	Training preparation and administration	910.05 Prepare weekly status reports	
510.10		910.10 Attend weekly status meetings	
510.15		910.15 Project Management Activities	

Project Detail – Group 2

<u>Milestone/Area</u>	510.40 Client Portal Training	S10.45 Super User Training	510.50 Follow Up Training		600.00 Data Conversion (M6)	610.00 Data Conversion (4 Access Databases)	610.05 Develop a conversion plan	610.10 Design data conversion program	610.15 Write data conversion scripts	610.20 Run trial conversion	610.25 Verify trial conversions results	610.30 Run live conversion	610.35 Verify live conversions results	610.40 Conversion management		800.00 Implementation and Transition (M8)	810.00 Implementation and Stabilization	810.05 Develop an implementation/Go Live plan	810.10 Go Live	810.15 Stabilization/Post Go Live follow up	810.20 Present system to Section for final acceptance	820.00 Transition	820.05 Complete Client staff technical training	820.10 Transition to ITS Call Center and Help Desk	820.15 Complete system transition/process letter of acceptance		900.00 Project Management (M9)	910.00 Project Management	910.05 Prepare weekly status reports	910.10 Attend weekly status meetings	910.15 Project Management Activities	
Milestone/Area	100.00 Project Initiation and Requirement Gathering (M1)	110.00 Project Initiation	110.05 Project Preparation	110.10 Prepare Client Setup Documents	110.15 Project Kick-off meeting including Prep	110.20 Update project schedule	120.00 information Gathering	120.05 Obtain and review Client Setup Documents	120.10 Obtain and review sample case files		200.00 Configuration Analysis and Design (M2)		210.05 Conduct Operational Interviews		220.00 System Configuration	220.05 Build Matter Type and Configuration and Maintenance		400.00 Testing (M4)						500.00 Training (M5)		510.05 Training preparation and administration	510.10 Develop a training plan and schedule		510.20 Prepare and maintain training database and application software		Civil Training Class 2 (4 hours x 1	510.35 Civil Training Class 3 (4 hours x 1 session(s) of 23 people)

Pricing for Licenses, Services and Maintenance

Description	<u>Qty</u>	Unit of Measure	<u>Price</u>	<u>Total</u>	<u>Annual</u> <u>Maintenance*</u>
Group 1					
MatrixCivil License	37	Named User License	\$3,250.00	\$120,250.00	\$18,037.50
OCR License	1	750,000 Pages	6,000.00	6,000.00	
Professional Services and Installation				26,300.00	
Training				12,100.00	
ProLaw Data Conversion				110,000.00	
Total			_	\$274,650.00	\$18,037.50
*Year 1 Maintenance	15%	Percent of Software License			
Annual Maintenance and Budget Year 2-3					
MatrixCivil Maintenance	20%	Percent of Software License		\$24,050.00	
Professional Services Fee to assist with software	updates fo	r On-Prem data Hosting		Included	
Total			-	\$24.050.00	_

Description	Qty	Unit of Measure	<u>Price</u>	<u>Total</u>	<u>Annual</u> Maintenance*
Group 2					·
MatrixCivil License	23	Named User License	\$3,250.00	\$74,750.00	\$11,212.50
Professional Services and Installation				16,900.00	
Training				9,700.00	
Access Databases Conversion	4	Access Database	22,000.00	88,000.00	
Total			_	\$189,350.00	\$11,212.50
*Year 1 Maintenance	15%	Percent of Software License			
Annual Maintenance and Budget Year 2-3					
MatrixCivil Maintenance	20%	Percent of Software License		\$14,950.00	
Professional Services Fee to assist with software	e updates fo	r On-Prem data Hosting		Included	_
Total			·	\$14,950.00	_
*Annual Maintenance includes software update	es, maintena	nce, and unlimited business hou	r support by em	ail or phone.	

Description	Qty	<u>Unit of Measure</u>	<u>Price</u>	<u>Total</u>	<u>Annual</u> <u>Maintenance*</u>
Total Project					
MatrixCivil License	60	Named User License	\$3,250.00	\$195,000.00	\$29,250.00
OCR License	1	750,000 Pages		6,000.00	
Professional Services and Installation				43,200.00	
Training				21,800.00	
ProLaw and Access Databases Migration				198,000.00	•
Total			_	\$464,000.00	\$29,250.00
*Year 1 Maintenance	15%	Percent of Software License			
Annual Maintenance and Budget Year 2-3				•	
MatrixCivil Maintenance	20%	Percent of Software License		\$39,000.00	
Professional Services Fee to assist with softwa	are updates for	r On-Prem data Hosting		Included	
Total			_	\$39,000.00	

Payment Schedule

Matrix does not require any payment until your Matrix system has been deployed and configured, your users have been fully trained, and your section is Live and using the system. Upon Signoff and Acceptance, your payment schedule is as follows:

<u>Payment</u>	<u>Deliverable</u>	Payment Type	<u>Amount</u>	<u>Time Period</u>
Group 1				
, 1	MatrixCivil Implementation, Training, Licenses (Group 1)	On Acceptance	\$164,650.00	First month after Acceptance
2	Data Conversion (ProLaw)	On Acceptance	110,000.00	Upon Completion -
	Total		\$274,650.00	

<u>Payment</u>	<u>Deliverable</u>	<u>Payment Type</u>	<u>Amount</u>	Time Period
Group 2				. Advanced to the second secon
3	MatrixCivil Implementation, Training, Licenses (Group 2)	On Acceptance	\$101,350.00	First month after Acceptance
4	Data Conversion (Access Databases)	On Acceptance	88,000.00	Upon Completion
	Total		\$189,350.00	

Total Project	\$464,000.00

And Finally...

Thank you for taking the time to review this Statement of Work.

We would be pleased to provide you with any additional information you may need.





Bureau of Workers' Compensation

30 W. Spring St. Columbus, OH 43215

Certificate of Ohio Workers' Compensation

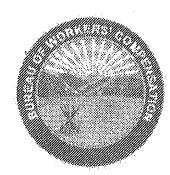
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer 01172689

POINTE BLANK SOLUTIONS LTD 30400 DETROIT RD STE 400 WESTLAKE, OH 44145-1855

www.bwc.ohio.gov Issued by: BWC



Period Specified Below 07/01/2021 to 07/01/2022

MA

Interim Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

D1BULBRICH



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2021

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). CONTACT Bruce Lockhart PRODUCER License # 954553 AssuredPartners of Ohio, LLC 3900 Kinross Lakes Parkway #300 Richfield, OH 44286 PHONE (A/C, No, Ext): (440) 895-6330 FAX (A/C, No): (440) 356-2126 E-MAIL ADDRESS; bruce.lockhart@AssuredPartners.com NAIC# INSURER(S) AFFORDING COVERAGE 10677 INSURER A: Cincinnati Insurance Company

23280 INSURER B : Cincinnati Indemnity INSURED INSURER C: Matrix Pointe Software, LLC 30400 Detroit Road, Suite 400 INSURER D : Westlake, OH 44145 INSURER E INSURER F: REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INIS 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. POLICY EFF POLICY EXP (MM/DD/YYYY) ADDL SUBR LIMITS POLICY NUMBER TYPE OF INSURANCE LTR 1,000,000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) 8/30/2021 8/30/2022 CLAIMS-MADE X OCCUR EPP 0152148 χ 10,000 Incl: H&NO Auto Х MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 PRODUCTS - COMP/OP AGG X POLICY POLICY OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY **BODILY INJURY (Per person)** ANY AUTO SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) NON-OWNED AUTOS ONLY HIRED AUTOS ONLY 5,000,000 EACH OCCURRENCE Х UMBRELLA LIAB X] OCCUR 5,000,000 8/30/2022 EPP 0152148 8/30/2021 EXCESS LIAB CLAIMS-MADE Х AGGREGATE 0 DED X RETENTION\$ PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 1,000,000 8/30/2022 EWC 0412784-04 8/30/2021 E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 1,000,000 E.L. DISEASE - EA EMPLOYEE 1.000.000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Columbus is included as an Additional insured per written contract, agreement or permit, or authorization, per policy Form GA210.

	CERTIFICATE	HOLDER
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City of Columbus Dept of Technology 1111 East Broad Street, 3rd Floor Columbus, OH 43205

CANCELLATION

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