

EQUAL OPPORTUNITY CLAUSE

- (1) The contractor/vendor/bidder will not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contract or state that the contractor is an equal opportunity employer.
- (3) It is the policy of the City of Columbus that business concerns owned and operated by M/WBEs shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the city.
- (4) The contractor shall permit access to any relevant and pertinent reports and documents by the ODI director for the sole purpose of verifying compliance with this Title and ODI regulations. All such materials provided to the ODI director by the contractor shall be considered confidential.
- (5) The contractor will not obstruct or hinder the ODI director or his/her deputies, staff and assistants in the fulfillment of the duties and responsibilities imposed by Title 39 of the Columbus City Codes.
- (6) The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.
- (7) The contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a contractor not holding a valid certification number as provided for in Title 39.
- (8) Failure or refusal of a contractor or subcontractor to comply with the provisions of Title 39 may result in cancellation of this contract.

ALL CONTRACTORS MUST HOLD A VALID CONTRACT COMPLIANCE CERTIFICATION NUMBER ISSUED BY THE OFFICE OF DIVERSITY AND INCLUSION.

To obtain a Contract Compliance number register at the City of Columbus Vendor Services website: <http://vendors.columbus.gov/sites/public>

1. Login to the City of Columbus Vendor Services Site and register with the city of Columbus. Once that is completed and approved by the purchasing office, log back in and do the following:
2. Select **Questionnaires** from the Common menu located on the left navigation bar.
3. Next select EBO Quest. (this is the contract compliance application)
4. Question 1 will be displayed; Answer question 1 and select **forward**.
5. Proceed through the questionnaire answering each question and selecting **forward** to continue. Once you have reached and answered the last question select **End** to submit.
6. Then the questionnaire will be received by the ODI Office, reviewed and process within 2 business days or less. For additional questions regarding this process, contact the Office of Diversity Inclusion at 614-645-4764.

INFORMATION FOR OFFERORS (RFP)

SPECIAL CONDITIONS

Special conditions included in the specifications, if inconsistent with provisions included in "Information for Offerors (RFP)", shall take precedence over any provisions in "Information for Offerors (RFP)" to the extent inconsistent.

PERSONAL EXAMINATION

Offerors are required to satisfy themselves by personal examination of the proposed contract documents and investigation of the conditions at the site of the work in order that they may be fully informed of the contract requirements, the conditions existing, and the difficulties likely to be encountered in the execution of the work.

SUBMISSION OF RESPONSE

Refer to the "Proposal Information" section of the Specifications for instructions for submission.

All proposals and other material submitted in response to this Request for Proposal (RFP) become the property of the City of Columbus. The City may choose to retain or return these materials to the offeror, at the offeror's expense.

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any bidder prior to the execution of the contract. The rejection of any proposal in whole or in part, at its discretion, will not render the City liable for incurring any cost or damage.

If at any time prior to the closing date the invited offeror decides not to provide a proposal, the City will appreciate that a letter to that effect be supplied to the City prior to the deadline.

ACCEPTANCE AND REJECTION

This response submitted by the offeror to the City of Columbus will be accepted or rejected within a period of 180 days from due date. The City reserves the right to waive technicalities, and to cancel and renew the request on the required service. If more than one service, prices shall be quoted on the services requested. However, each service may be considered a separate offer and the City reserves the right to award a contract on each service separately or on all services as a whole or any combination thereof. Offerors whose proposal is made on an "All or None" basis must clearly state such fact in their written responses.

Each invitation for Bids, Request for Statements of Qualifications, and Request for Proposals issued by the City shall state that the Bid or Request may be cancelled and that any bid or proposal may be rejected in whole or in part when it is for good cause and in the best interests of the City.

WITHDRAWAL OF RESPONSE PROPOSALS

Offerors may withdraw their responses at any time prior to the time specified in the advertisement as the closing time for the receipt of responses. However, no offeror shall withdraw or cancel a proposal for a period of 180 calendar days after said advertised closing time for the receipt of the proposals.

SIGNATURE REQUIRED

The responses must be signed in ink. If the offeror is a firm or corporation, insert the corporate name followed by the signature of a person authorized to sign said response; if a partnership, indicate partnership name followed by the signature of one of the partners; if a sole proprietorship the signature of the owner is required. Where the person signing for a corporation is NOT an officer or Member of the Company, an affidavit or a resolution of the Board of Directors showing the authority of that person to bind the corporation must be furnished.

DEFAULT PROVISION

In case of default by the offeror or the contractor, the City of Columbus may procure the articles or services from other sources and hold the offeror or contractor responsible for any excess costs occasioned or incurred thereby.

CONTRACT AND BOND

The offeror to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within ten days after receiving such contract for execution, and if specified in the legal notice, furnish a good and approved bond conditioned upon the faithful performance of the same. The proposal, contract, proposal bond, (if applicable), and performance bond (if applicable) shall be in the form herein specified.

If, at any time during the continuance of the Contract, any surety shall, in the opinion of the contracting agent of the City, become irresponsible, then said agent shall have the right to require additional and sufficient surety or sureties. The

Contractor shall furnish the surety or sureties to the satisfaction of the said agent, within ten (10) days after notice. In default thereof the default provision herein shall apply.

LIABILITY, INSURANCE, LICENSES AND PERMITS

Where offerors are required to enter or go onto City of Columbus property to deliver materials or perform work or services as a result of contract award, the offeror will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The offeror shall be liable for any damages or loss to the City occasioned by negligence of the offeror (or his agent) or any person the offeror has designated in the completion of his contract as a result of his response. Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

TAXES

The City, being a municipality, is tax exempt and will provide appropriate certificate upon request. Federal and/or State Taxes are not to be included in prices quoted. The successful offeror will be furnished an exemption certificate if needed.

PRICING

Offerors are to quote firm or fixed prices for the duration of any contract, which may be a result of the proposal unless otherwise noted in the specifications. In case of discrepancy in computing the amount of the cost, the **UNIT PRICE** quoted will govern.

DELIVERY

Time will be of the essence for any orders placed as a result of this response. Purchaser reserves the right to cancel such orders, or any part thereof, without obligations if delivery is not made within the time(s) specified. Delivery shall be made during normal working hours and to the destination shown on the proposal.

CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Division (1)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (1)(1) and (J)(1) 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.

QUALITY

Unless otherwise stated by the offeror, the proposal will be considered as being in strict accordance with the specifications outlined in this RFP document.

SAMPLES

Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

CHANGES AND ADDENDA TO RFP DOCUMENTS

Each change or addenda issued in relation to this document **will** be published on the City's Vendor Services website no less than five (5) working days prior to the scheduled RFP due date. In addition, to the extent possible, notice will be e-mailed to each person registered as having interest in the commodities selected for this RFP. Total RFP inquiry or specific item cancellations may be issued later than that time specified above.

REPUDIATION OF AGREEMENT

The liability of the City for repudiation of any agreement which might result from this request shall be limited to the difference between the market price at the time and place for tender of the service and the unpaid sales price together with any incidental damages, but less expenses paid in consequence of the breach by the City. The liability of the city shall not be measured by the profits or overhead of seller.

CONTRACT MODIFICATION

An agreement which may result from this request shall not be modified or altered by any subsequent course of performance between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.

APPLICABLE LAWS

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

REMEDIES

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.

OFFERORS TERMS AND CONDITIONS

Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful offeror shall be notified as to which terms and conditions, if any, have been deleted or changed.

PUBLIC RECORDS REQUESTS

The City of Columbus, as a political subdivision of the State of Ohio, is subject to Ohio Revised Code Chapter 149, known as the Ohio Public Records Law. Consequently, the Offeror understands that ALL documents submitted in response to this RFP are considered public records and WILL be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law. If you contend that certain CLEARLY MARKED portions of your response constitute an exception to Ohio's public records law, you MUST submit your legal basis in support of that assertion with your response.

If a public records request is made for any portion of the documents that you have submitted and you have NOT clearly marked such documents as information constituting an exception to Ohio's public records law, your information will be released immediately.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, AND you have submitted the legal basis supporting such claim, the City will release a redacted version of your information to the requester and notify you that a request was made and that a redacted version of your response was released. Should the requester indicate that the redacted version is not sufficient for their purposes, you then will be IMMEDIATELY responsible for obtaining an order from a Court of competent jurisdiction in Franklin County, Ohio enjoining release of your clearly marked information constituting an exception to Ohio's public records law.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, but you have NOT submitted the legal basis supporting such claim, the City WILL RELEASE your information to the requester and notify you that a request was made and that your response was released.

DO NOT mark your entire response/submittal as information constituting an exception to Ohio's public records law. If your entire response/submittal is so marked, the City of Columbus will not consider your offer.

COSTS INCURRED FOR PROPOSAL SUBMISSIONS

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any offeror prior to the execution of the contract. The rejection of any proposal in whole or in part, at its discretion, will not render the City liable for incurring any cost or damage.

WITHDRAWAL OF PROPOSALS

If at any time prior to the closing date the invited offeror decides not to provide a proposal, the City will appreciate that a letter to that effect be supplied to the City prior to the deadline.

SAFETY REQUIREMENTS

Successful vendor shall at all times while performing duties, adhere to all rules of their particular industry, with regard to mandates by the Environmental Protection Agency (EPA) and/or Occupational Safety and Health Administration (OSHA), and any other regulation applicable to the circumstance.

NON COLLUSION AFFIDAVIT

Each respondent is required to submit with his proposal an affidavit stating that neither he nor his agents, nor any other party for it, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the Contract herein referred to, and further agreeing that no such money or regard will be hereafter paid. This affidavit must be on the form required, titled "Non-Collusion Affidavit."

ADDITIONAL CONTRACT TERMS AND REQUIRED DOCUMENTS IN THE EVENT OF A CONTRACT

This section sets forth contract terms and the required contract documents that the successful offeror must execute following the award of the contract by the contracting authority.

PUBLICATIONS

The Contractor agrees to submit to the City's Contract Administrator all advertising, sales promotion, and other publicity matters relating to this Contract wherein the City's name is mentioned or language used from which the connection of the City's name therewith may, in the City's judgment, be inferred or implied. The Contractor further agrees not to publish, or use such advertising, sales promotion, or publicity matter without the prior written consent of the City except that may be required under law.

TERMINATION FOR CONVENIENCE

The City upon thirty days written notice may terminate this agreement at its convenience. The party providing goods or services shall be entitled compensation for goods provided or services rendered under the terms of this contract up to the date of notification of termination.

TERMINATION FOR DEFAULT

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 written notice of such failure or violation. The responsible party shall give the other 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 to the other party. The option to terminate shall be the sole discretion of the aggrieved party. If it determined for any reason the failure to perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

APPLICABLE LAW, REMEDIES

This agreement shall be governed in accordance with the laws of the State of Ohio. 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. The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

ASSIGNMENT

This agreement may not be assigned or otherwise transferred to others by the contractor without the prior written consent of the City.

SAVE HARMLESS

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees resulting from claim, by third parties for any or all injuries to persons or damage to property arising from the acts or omissions of the Contractor, its officers, employees, agents, or Subcontractors in providing goods or services under the terms and conditions of this contract.

Public Records

Contractor acknowledges that the City is subject to O.R.C.149.43, the State of Ohio Public Records Law.

INDEPENDENT CONTRACTOR STATUS

The Contractor shall perform its duties as an independent contractor and not as an employee. Neither the contractor nor any agent or employee of the contractor shall be or shall be deemed to be an agent or employee of the City of Columbus. The Contractor shall pay when due all required employment taxes and income tax on any monies paid pursuant to the contract. Contractor shall acknowledge that the contractor and its employees are not entitled to unemployment insurance benefits unless the contractor or a third party provides such coverage and that the City does not apply for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth in the contract. Contractor shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the contractor, its employees and agents.

PROTECTION OF CITY'S CONFIDENTIAL INFORMATION

The contractor shall acknowledge that some of the material and information which may come into its possession or knowledge in connection with the contract or its performance, may consist of confidential information, the disclosure of which to, or use by, third parties could be damaging. Therefore, access to information concerning individual recipients of the City's services to individual clients, among other items, shall not be granted except as authorized by law or agency rule. The contractor shall agree to hold all such information in strictest confidence, not to make use thereof for other than the performance of the contract, to release it only to authorized employees or subcontractors requiring such information,

and not to release or disclose it to any other party. The contractor shall agree to release such information or material only to subcontractors who have signed a written agreement expressly prohibiting disclosure. The contractor shall further agree to either destroy or return all such information at the end of the term of the contract.

This section does not impose any obligation on the contractor if the information is: (1) publicly known at the time of disclosure; (2) already known to the receiving party at the time it is furnished to the contractor; (3) furnished by the City to others without restrictions on its use or disclosure; or (4) independently developed by the receiving party without use of the proprietary information.

WITHHOLDING OF CITY INCOME TAX

Pursuant to Section 362 Columbus City Codes, 1959: "Said Contractor hereby further agrees to withhold all City income tax assessment 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 any such City income tax assessments due under said chapters for services performed under this Contract."

WORKER'S COMPENSATION INSURANCE

The contractor shall take out and maintain, during the life of the contract, adequate worker's compensation insurance for all his employees employed at the site of the project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for the latter's employees, unless such employees are covered by the protection afforded by the contractor. The contractor shall furnish three (3) copies of the worker's compensation certificate showing that the contractor has paid his industrial insurance premium.

AUTHORITY TO BIND

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

LIABILITY INSURANCE

The contractor shall take out and maintain during the life of the contract, such liability (bodily injury and property damage) Insurance as shall protect it from claims from damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by itself or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance policy shall include the City as additional insured. The contractor shall maintain coverage of the types and in the amounts specified below. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance. A contractor's "umbrella" type policy with limits specified below may be submitted for this requirement with the City as additional insured.

The amount of such insurance shall be as follows:

Bodily Injury Liability:

Each Person	\$1,000,000.00
Each Accident	\$1,000,000.00

Property Damage Liability:

Each Person	\$1,000,000.00
All Accidents	\$1,000,000.00

Such insurance shall remain in full force and effect during the life of the contract.

Insurance may not be changed or cancelled unless the insured notifies the City in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the contractor is responsible for the part sublet being adequately covered by insurance hereinabove described.

Contractor assumes all risk of loss and damage to the equipment provided unless loss or damage occurs at the time the operator and equipment are being operated for the purpose designated by the City and such loss or damages is caused by an act of the City or its employee which constitutes gross negligence or wanton misconduct.

Request for Proposal (RFP) – Talend Professional Services

1 Introduction

1.0 Scope & Classification

The City of Columbus, Department of Technology (the City) desires to hire a company to assist in installing the latest version of Talend in its Pre-Production and Production environments.

1.1 Goals of System

In 2019, The City of Columbus procured a Data Management Platform (DMP) that consists of two platforms: Talend and Cloudera. The DMP is being developed under the auspices of the Data and Analytics Services (DAS) Section of the DoT. The DAS section's mission is to enable and encourage City departments to manage, share, and publish data that unleashes public and private sector innovation with open data and empowers data driven decision-making throughout the City.

Talend Data Fabric is the City's enterprise data integration tool that enables Department of Technology Data Engineers to develop real-time and batch data integrations between the existing line of business applications deployed by various City Departments. Talend Data Fabric streamlines the process of designing, developing, and deploying data integration jobs, web services, and data quality routines. The City is now in need of professional services to install the latest version of Talend in its echo system.

2 Contract Terms and General Requirements

2.0 Contract Term and Extension

The term of the contract will be determined during the negotiation phase of the process. Subject to City Council approval, the period covered by the ensuing contract, under the same terms and conditions stated therein, can be extended for three additional one-year terms.

2.1 General Requirements

2.1.1. The City desires that the vendor chosen is responsible for the following:

2.1.1.1. Infrastructure review and planning, design of new server architecture

2.1.1.2. Installation of new server architecture

2.1.1.3. Configuration of connectivity to sources and targets

2.1.1.4. Migration of representative part of jobs/routes to new environments

2.1.1.5. Migration of additional jobs/routes as time permits

2.1.1.6. Documentation of installation and migration for customer enablement

2.1.1.7. Continuous coaching of customer team and share of applicable Talend best practices.

2.1.2. Installation of the following products are desired for the Pre-Production Environment:

2.1.2.1. 1 TAC

2.1.2.2. 2 Job servers

2.1.2.3. 2 ESB servers

- 2.1.2.4. 1 Nexus server
- 2.1.2.5. 1 CI server
- 2.1.2.6. 1 TDC server
- 2.1.2.7. Smoke testing
- 2.1.2.8. Documentation
- 2.1.2.9. Talend Jobs migrations for a few critical jobs and projects
- 2.1.2.10. Support testing
- 2.1.3. Installation of the following products are desired for the Production Environment:
 - 2.1.3.1. 1 TAC
 - 2.1.3.2. 2 Job servers
 - 2.1.3.3. 2 ESB Prod servers
 - 2.1.3.4. 2 ESB DMZ servers
 - 2.1.3.5. 1 TDC server
 - 2.1.3.6. Smoke testing
 - 2.1.3.7. Documentation
 - 2.1.3.8. Production support for select critical jobs
- 2.1.4. Delivery Management:
 - 2.1.4.1. Planning, ramp-up, high level project oversight, completion, status review on the engagement.
 - 2.1.4.2. Weekly engagement status review meeting with customer
 - 2.1.4.3. Weekly engagement status report
 - 2.1.4.4. Engagement Close Session and Close Report
- 2.1.5. **Non-disclosure.** The Contractor agrees that no information will be disclosed to third parties or published in case studies, advertisements, white papers, customer testimonials, etc. without the written consent of the City.
- 2.1.6. **Confidentiality.** The Contractor holds a position of trust with the information received during performance of work under the Contract. The Contractor must recognize the responsibility entrusted to it for preserving the security and confidentiality of such information. The City has determined that information it treats as confidential may be disclosed to the Contractor in the performance of its work under the Contract. Therefore, the Contractor agrees to the following:
 - 2.1.6.1. The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely in its performance under the Contract. The Contractor will restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Project. The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this agreement. The Contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.
 - 2.1.6.2. The City requires the Contractor to exercise at least the same degree of care as it normally takes to safeguard its own secrets. The Contractor will be liable for any unintentional disclosure of Confidential Information when the Contractor's procedures are not reasonable given the nature of the Confidential Information or when the disclosure results in liability to the City.
 - 2.1.6.3. The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a project deliverable, and will have no proprietary interest in

any of the Confidential Information. The Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of its Contract with the City.

- 2.1.6.4.** The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such information: (1) Was already in the Contractor's possession before disclosure by the City, and such information was received by the Contractor without obligation of confidence; (2) Is independently developed by the Contractor; (3) Is or becomes publicly available without breach of the Contract; (4) Is rightfully received by the Contractor from a third party without an obligation of confidence; (5) Is disclosed by the Contractor with the written consent of the City; or (6) Is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) Notifies the City of such order immediately upon receipt of the order and (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the order.
- 2.1.6.5.** The City retains all ownership to data submitted through the portal
- 2.1.6.6.** At the conclusion of the contract period the vendor shall submit to the City a copy of any and all data submitted through the portal through a mutually agreed upon medium.

2.2 Security

- 2.2.1.** The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting City data are secure and to protect that information from unauthorized disclosure. To accomplish this, the Contractor must:
 - 2.2.1.1.** Apply appropriate risk management techniques to ensure security for all City data, including but not limited to any data identified as Confidential Information.
 - 2.2.1.2.** Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
 - 2.2.1.3.** Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as detect and respond to those threats and vulnerabilities.
 - 2.2.1.4.** Maintain appropriate identification and authentication processes for information systems and services associated with City data.
 - 2.2.1.5.** Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with City data.
 - 2.2.1.6.** Implement and manage security audit logging on information systems, including computers and network devices.
- 2.2.2.** The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold City data, limiting access to only these points, and disabling all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available. The Contractor must use two-factor authentication to limit access to systems that contain particularly sensitive City data, such as personal information as specified under Ohio Revised Code Chapter 1347.
 - 2.2.2.1.** Unless the City instructs the Contractor otherwise in writing, the Contractor must assume all City data is confidential, and the Contractor's security policies, plans, and

procedure for the handling, storage, backup, access, and destruction of that data must be commensurate to this level of sensitivity. As part of the Contractor's protection and control of access to and use of data, the Contractor must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access the City's data, as well as attacks on the Contractor's infrastructure associated with the City's data. Further, the Contractor must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with the City's data.

2.2.2.2. The Contractor must use appropriate measures to ensure that the City's data is secure before transferring control of any systems or media on which City data is stored. The method of securing the data must be appropriate to the situation and may include erasure, destruction, or encryption of the data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under the Contract with the City.

2.2.2.3. The Contractor may not allow the City's data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations properly under its Contract with the City. Even then, the Contractor may permit such only if adequate security measures are in place to ensure the integrity and security of the data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, the City's data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. The Contractor also must maintain an accurate inventory of all such devices containing City data and the individuals to whom they are assigned.

2.3 Incident Response

2.3.1. The Contractor must ensure that there are no breaches of security that result in personal information being shared with any entity other than the City or those approved by the City. Liquidated damages plus any costs incurred by the City associated with recovering the data and/or protecting the individuals who are at risk from having personal information disseminated without permission may be assessed monthly.

2.3.2. The Contractor must have reporting requirements for unauthorized access and for lost or stolen portable computing devices authorized for use with City data and must report any unauthorized access or loss or theft of such to the City in writing as quickly as reasonably possible. The Contractor also must maintain an incident response capability for all security breaches involving City data whether involving unauthorized access, mobile devices or media or not. The Contractor must have defined procedures for how the Contractor will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access City data or the infrastructure associated with City data.

2.3.3. In case of an actual security breach that may have accessed or compromised City data, including but not limited to unauthorized access, loss or theft of devices or media, the Contractor must notify the City in writing of the breach within 24 hours of the Contractor becoming aware of the breach, and fully cooperate with the City to mitigate the consequences of such a breach. This includes any use or disclosure of City data that is inconsistent with the intended use under the Contract with the City and of which the Contractor becomes aware,

including but not limited to, any discovery of a use or disclosure that is not consistent with the Contract by an employee, agent, or subcontractor of the Contractor.

- 2.3.4.** The Contractor must give the City full access to the details of the breach and assist the City in making any notifications to potentially affected people and organizations that the City deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the City on request. In addition to any other liability under the Contract with the City related to the Contractor's improper disclosure of City data, and regardless of any limitation on liability of any kind in the Contract, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's or its subcontractor's possession or custody.

3 RFP Overview

3.1 RFP Process Summary

Any agreement or contract entered into will be in accordance with the provisions of Chapter 329 of Columbus City Codes, 1959, and all other applicable rules.

- The City will appoint an evaluation committee to evaluate proposals received.
- The committee shall evaluate all offerors and proposals received and rank the offerors based upon the evaluation criteria specified in the RFP.
- The committee may select two (2) or more of the highest qualified offerors with which to hold additional discussions.
- Offerors not selected for further discussions may be excluded from further consideration for the contract upon notification by the committee.
- The discussions may include, but are not limited to, presentations by the offerors to the committee to elaborate upon their qualifications, proposals, and/or other pertinent information.
- The committee may permit revisions of proposals so long as all offerors who are selected for additional discussions are given equal opportunity to revise their proposals.
- Based upon the content of the proposals received including any revisions thereto, and upon any additional discussions with the offerors the committee shall rank the remaining offerors based upon the evaluation criteria specified in the RFP.
- The committee shall submit its ranking of the offerors along with a written explanation to the Director of Finance and Management.
- The ranking and written explanation shall become part of the contract file.
- The City shall have discretion consistent with appropriate departmental and/or citywide administrative rules in selecting the offeror with which to enter into contract negotiations.
- The City shall enter into contract negotiations with the selected offeror to determine the terms and conditions of the contract, including compensation to be paid by the city.
- If negotiations fail, negotiations with this offeror shall be terminated, and the Department of Finance and Management may enter into contract negotiations with another offeror as selected by the director.
- This process may continue until a contract is successfully negotiated.
- After successfully negotiating a contract, the City shall submit legislation to City Council requesting approval of the contract.
- In its request for approval, the Department of Finance and Management shall explain the basis for the selection of the chosen provider.
- No contract awarded under this section shall be effective until approved by ordinance of city council.

City of Columbus Contract Compliance - If you do not have a valid City of Columbus Contract Compliance Number, please see the City's procurement site to obtain one: <https://www.columbus.gov/odi/supplier-diversity/Contract-Compliance-Registration/>. While prospective vendors can respond to this RFP without a contract compliance number, the successful respondent to this RFP must obtain a contract compliance number as a condition of doing business with the City.

MBE/WBE Business Certification - Respondents should note that the City is committed to achieving Supplier and Workforce diversity and inclusion in all phases of its projects and contracts. The Office of Diversity and Inclusion encourages and offers minority and women-owned businesses free MBE/WBE business certification through their Minority Business Certification program. Having the distinction of being MBE/WBE certified allows opportunities to identify and be identified as a firm to solicit for participation in City contracts and bid opportunities.

3.2 RFP Sequence of Events

The following RFP sequence of events represents the City's best estimate of the schedule that will be followed. Exact due dates and local times for questions / answers are noted in this document and will be published on the City of Columbus Bonfire Portal and in the City Bulletin:

- RFP Published: Wednesday, May 18, 2022
- Deadline for written questions: Wednesday, May 25, 2022 @ 5:00 PM (see Section 3.3)
- City response to questions: Tuesday, May 31, 2022 @ 5:00 PM (see Section 3.3)
- RFP Due: Friday, June 17, 2022 @ 1:00 PM. Eastern Time (ET)
- Notification of finalist(s): approx. 5 days after RFP received
- Presentations (if needed): approx. 7 days after notifications sent
- Negotiations begin: approx. 7 days after notification of finalist(s) or presentations
- Contract completed: approx. 60 days after completed negotiations

3.3 Request for Proposal Questions

In order to enable accurate communication with respect to this RFP, to provide Vendors the opportunity to seek clarification on matters pertaining to the RFP requirements, and to enhance the Vendors' understanding of the City's needs, the City will accept questions from potential Vendors. Questions regarding this RFP must be submitted on the Bonfire portal by 5:00PM (Eastern Time (ET)) on Wednesday, May 25, 2022. Responses will be posted as questions are asked, but no later than 5:00 PM (Eastern Time (ET)) Tuesday, May 31, 2022.

3.4 Communications

During the solicitation and evaluation process, Offerors are strictly prohibited from communicating with any City employees or officers regarding this solicitation except through the method stated immediately above during the Question & Answer period. Any communication from the vendor to the City after the Question & Answer period should be limited to only what is necessary. Necessary communication required by the City will be communicated clearly to Offerors. If any Offeror has a need to communicate with the City, the communication should come only to the the City's Vendor Services portal vendorservices@columbus.gov If a City employee attempts to communicate with an Offeror contrary to this provision, the Offeror shall report said incident to the Chair of the Committee. The Chair, Shoreh Elhami, can be reached at shelhami@columbus.gov. A violation of this section on the part of the Offeror will lead to disqualification.

3.5 Proposal Submittal Guidelines

Offeror's response to this RFP shall be a limit of 8 pages (excluding table of contents, resumes, past performance, screen shots and appendices) with a clear and concise description of the Offeror's competence, ability, past performance, quality and feasibility. Its proposal should be complete and succinct and submitted via the City of Columbus Bonfire portal prior to the stated deadline.

3.5.1. Letter of Transmittal

A dated letter of transmittal on the Offeror's letterhead must be in each submittal and shall include, but not be limited to, the following information:

Identify Materials: Identification of all material enclosures submitted in RFP.

Contact Information: The name, e-mail address, street address, and telephone number of the individuals to which inquiries about the Offeror's RFP response should be directed.

Signature: The transmittal letter shall be affixed with the signature of a person legally authorized to bind the Offeror to a potential contract agreement with the City.

Upload your submission to: <https://columbus.bonfirehub.com/opportunities/68042/>

4 Evaluation Criteria: Do not submit a cost structure with your proposal. During the negotiation phase, the selected Offeror will be invited to submit a cost proposal.

Section One – Competence (30 points maximum):	The competence of the Offeror to perform the required service as indicated by the technical training, education and experience of the Offeror's personnel who will be assigned to perform the work.
Section Two - Quality and Feasibility (25 points):	The quality and feasibility of the Offeror's technical proposal. Offeror will demonstrate in its project plan how it will best meet the needs and reduce the risks of the City during the migration process. The committee will give points to Offerors who clearly demonstrate their compliance with the needs defined in the technical specifications. If the Offeror does not include a specific item preferred in the technical specification, the Offeror will be scored based on its ability to demonstrate how its offer meets the high quality demands of the City of Columbus.
Section Three – Ability (25 points):	The ability of the Offeror to perform the required service competently and expeditiously as indicated by the Offeror's workload and the availability of necessary personnel, equipment and facilities.
Section Four – Past Performance (20 points):	The past performance of the Offeror as reflected by evaluations of the city agency, other city agencies and other previous clients of the Offeror with respect to such factors as quality of work, success in controlling costs, and success in meeting deadlines.

4.1 Section One- Competence

Provide sufficient information in a clear, concise manner to the City to evaluate the competence of the Offeror and the Offeror's personnel (as indicated by technical training, education and experience) to perform the requested services. Section One should include the following information:

4.1.1. Vendor shall demonstrate through its background and qualifications that it is capable of providing the services described in this RFP by submitting the following information in its response:

4.1.1.1. Company History/Facts

Vendor should give a brief summary of the company's background. Please use this

section to include any pertinent facts not otherwise requested.

4.1.1.2. Qualifications

A brief descriptive statement indicating the Vendor's qualifications to deliver the services requested in this RFP.

4.1.1.3. Organization Size

Provide a description of the Vendor's organization's size, longevity, and clients.

4.1.1.4. Related Experience

Provide information about the Vendor's experience with implementation and integration with other systems. Successful vendor must have completed at least five (5) similar projects in the past three years.

4.1.1.5. Project Staff Information

The qualifications of the Vendor must be shown, including a roster of the primary staff that would be working on the project. The roster should include each individual's title, education, technical training, current position with the Vendor, and employment history. The Vendor shall also provide the percentage of time each individual will be allocated for this project.

4.2 Section Two – Quality and Feasibility

The Consultant should demonstrate a thorough understanding of the project and how the Consultant's entire team will successfully execute the project. The score will be based on the completeness of the responses. The Consultant should make a clear presentation of how the project team is organized, their understanding of the project requirements, including the challenges and areas of risk and a detailed plan for execution.

- 4.2.1.** Specifically, the Consultant's proposal must contain a narrative description tailored to the project, describing staff assignments and the approach the Consultant intends to take to complete the project. The proposal should identify unique characteristics of the project and the challenges those elements present as well as options to overcome those challenges.
- 4.2.2.** Increased value is placed on innovative concepts that may save time or money or that will lead to a more successful project. These concepts should be well conceived, clearly defined, and demonstrate a thorough understanding of the project and best practices in diversity compliance management.
- 4.2.3.** Provide detailed information in a clear, concise manner addressing each of the technical specifications listed below. The City welcomes creative and diverse methods to accomplish this ultimate goal. In certain sections, the RFP explicitly asks for more information. In other sections, it does not. Offeror may feel free to provide any examples in its proposal that demonstrates offeror's approach to providing the necessary quality. Offeror should provide sufficient information for the City to analyze Offeror's project plan to meet the desired level of exceptional service. Offeror should focus on how it proposes to reduce the City's risks, to include risks of inefficient operations because of software or implementation deficiencies, cost overrun risks, and project timeliness risks. Where appropriate, Offeror should identify such risks within the detailed scope of services section below and clearly indicate its strategy for mitigating the City's risk. This can include methods, project plans, or offers to contractually obligate the Offeror to mitigate risk by promising outcome-based promises in addition to or in lieu of input based promises.
- 4.2.4.** Proposed System Overview
 - 4.2.4.1.** Describe at a high level the key benefits of the proposed system, and how it differs from competitive offerings. As part of its response to this RFP, Vendor shall provide information related

to the technical platform, system architectural information, security, documentation, training, and future technical direction of product, including but not limited to:

- Technologies employed: Summary of technologies used by the proposed systems as it relates to this RFP. Include the software (client and server-side) components and hardware components needed for System. This section should also include commentary on any optional or extended functionality that was not included in the core product.
- Architecture: Provide a high-level diagram and accompanying description of the architecture of the System.
- Release versions: Comprehensive description of the proposed systems including: release and version, a list and description of the subsystems or modules, batch processes included in the system. A description of future technical directions, improvements, and features intended for the next release.
- Integration, customization and extension: A description of the types of integration, customization, and extension tools which are available for the proposed products.
- Documentation: A description of the documentation to be included with the proposed systems including the medium (i.e. CD ROM, hard copy, etc.) and number of copies.
- Training: A description of training programs available for the proposed systems and all training that is included in the proposal. This training should include both the required initial training to get users functional on the system as well as technical training to enable ongoing support, maintenance and extension of the system.
- Additional items: A description of any other items not specified in the above requests which are required to install, customize, maintain, and run the proposed system.

4.2.5. Hosting Services

4.2.5.1. Vendor shall provide an overview of its hosting services, addressing the following:

- System Availability: Describe any guarantees, or service level standards, for the percent of time that the system will be available to end-users. Provide statistical information demonstrating that service availability standards have been achieved for current clients.
- System Security: Describe capabilities for maintaining security in the vendor data center, and ensuring that application data is protected from unauthorized access.
- System Integration: Describe abilities to integrate the hosted system with existing City applications, using standards-based integration tools (e.g., APIs and/or Web Services).
- Application Configuration: Describe abilities to configure and personalize the system to meet the City's specific needs.
- Application Updates and Enhancements: Describe schedule for updating the hosted application, and protocols used to coordinate updates with customers.
- Application Support: Describe the phone, e-mail, and other application support provided to customers. Describe any guarantees, or service level standards, for support response times.
- Service Level Agreements: Describe the service level agreement associated with the price proposal. Describe any credits or refunds offered in the event that service levels are not achieved.
- Disaster Recovery: In the event of a major disaster, describe capabilities (failover and redundancy) for restoring end-user access to the system and expected time frames for restoration. Also describe the amount of data loss that can be expected in case of disaster.
- Service Termination: In the event the hosting agreement is terminated, describe procedures for the City to obtain its data.

4.2.6. Implementation Plan

4.2.6.1. Explain your implementation methodology and provide a project plan with timelines, milestones,

and deliverables. The described implementation methodology should highlight how system users will be engaged in the project in a way that increases buy-in and maximizes user adoption of the new system. Identify all necessary resources, both vendor-provided and City-provided (from both technical and business staff), to successfully implement the system within the timeline proposed.

4.2.7. Training Plan and Materials

4.2.7.1. Explain in detail your company's plan to train City staff prior to go-live and throughout the life of the contract as updates and changes happen. This plan should include the following:

- Explain how you will utilize and deploy other training methods or tools to effectively assist users and vendors.
- Prepare user instructional documentation.
- Hold educational and training webinars for users (prior to go-live).
- Explain how training would be available and provided post implementation.

4.2.8. Post Go Live

4.2.8.1. Provide Post Go Live support, then managed and professional services.

4.3 Section Three - Ability

Vendor must demonstrate the ability to complete the project as planned and on schedule.

4.3.1. Workload

4.3.1.1. Vendor shall provide a calendar covering the proposed implementation time frame indicating periods when the vendor has the resources available to work on the project, and periods when the vendor will not be available to work on the project. Previous commitments do not need to be disclosed specifically, but should be blocked out on the calendar. Preferred times to commence work on the project should be indicated.

4.3.2. Financial Stability

4.3.2.1. Vendor shall provide documentation of financial responsibility, financial stability, and sufficient financial resources to provide the scope of services to the City in the volume projected and within the time frames required. This documentation may take the form of: a letter of credit or reference from a bank or other financial institution; an insurance policy or bond; audited cash flow and balance sheet statements; or a satisfactory credit rating from a reputable credit rating agency.

4.3.3. Disclosure

4.3.3.1. Vendor shall provide a statement as to whether, in the last five (5) years, the Vendor has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details. Vendor must also disclose any other relevant proceedings or factors that may threaten the Vendor's ability to complete the project, whether directed against the company directly or against its executives and/or officers.

4.3.3.2. Provide detailed information in a clear, concise manner addressing the ability of the Offeror to perform the required service competently and expeditiously as indicated by the Offeror's workload and the availability of necessary personnel and equipment. Information in Section Three should include:

- What is the current availability of necessary personnel needed to meet the needs of this project?
- What does your company offer for project team collaboration, online web meetings, process documentation and other factors that would reduce need to

travel but still allow the team (City and contractor staff) to work together?

- How often do you experience problems with the timeliness of service completion?
- What checks and balances does your company implement to ensure that work is completed on time without sacrificing quality?

4.4 Section Four – Past Performance

Provide detailed information in a clear, concise manner addressing past performance of the offeror as reflected by evaluations of the city agency, other city agencies and other previous clients of the offeror with respect to such factors as quality of work, success in controlling costs, and success in meeting deadlines:

- Provide customer retention rate for the last five years.
- Provide the average length of relationship with customers.
- Provide any major complaints from customers within the past five years, including lawsuits. Provide your response to said complaint. Information that identifies a client may be removed.
- Explain how your company has changed your service in response to customer suggestions or complaints.
- If a customer is not satisfied, what steps does your company take to make your client satisfied?
- Provide an explanation of how your company measures customer satisfaction. Explain how you use these measurements to analyze and improve your performance.
- Provide a complete list of clients for which Offeror has provided software and implementation service(s) during the past five (5) years. This list should include at least three (3) of those entities of a similar size, complexity and scope of work, particularly governmental entities, for which these services have been performed. Service to municipal government(s) should be highlighted.
- For the three (3) similar include the following additional information: Scope of work, original total cost, original completion scheduled date, actual total cost, actual completion date, contact information, and notes as to any special circumstances for unforeseen events/additional costs incurred.

Do not submit a cost structure with your proposal. During the negotiation phase, the selected Offeror will be invited to submit a cost proposal.

PROPOSAL SIGNATURE FORM

This page, signed by an officer of the offering company or a designated agent empowered to bind that entity in a contract with the Recreation and Parks Department, is required to accompany the proposal submitted for consideration. If signed by someone other than an officer, complete and submit the Proposal Signature Affidavit along with this form.

I, the undersigned, having carefully examined the Request for Proposals (RFP), propose to furnish services in accordance therewith as set forth in the attached proposal.

I hereby certify that, to the best of my knowledge, this submission is complete and all statements made therein are true and accurate.

I also affirm I am duly authorized to sign and submit this response on behalf of the Company named below.

I further acknowledge that by signing this form I am representing that, in the event this proposal is accepted, the Company is willing and able to execute a contract in the form shown in the RFP(Appendix A), with the understanding that the project scope and compensation provisions will be negotiated and included in the final contract and that the terms and conditions of the attached contract are established.

By my signature below, I attest that I have read, understand, and agree to the terms, conditions, and requirements set forth in the RFP, including, but not limited to the Department's standard contract terms and conditions (Appendix A) and any special terms and conditions incorporated in the solicitation documents.

Failure to sign and return this form shall result in the rejection of the accompanying proposal.

OFFEROR INFORMATION:

COMPANY NAME:

ADDRESS:

CITY, STATE, ZIP:

PHONE: _____ EMAIL: _____

CITY OF COLUMBUS CONTRACT COMPLIANCE/VENDOR NUMBER: _____

CONTRACT COMPLIANCE EXPIRATION DATE: _____

AUTHORIZATION TO PROPOSE:

Signature (Manually signed in ink)

Date

Name (print)

Title

PROPOSAL SIGNATURE AFFIDAVIT

COUNTY OF: _____

STATE OF: _____

_____, being duly sworn deposes and says that he/she is

(NAME OF AFFIANT)*

of _____,

(TITLE)

(COMPANY)

a corporation organized and existing under and by virtue of the laws of the State of _____
and having its principle office at _____

(NUMBER AND STREET)

(CITY/STATE)

(ZIP CODE)

Affiant further says that he/she is familiar with the records, minute books and by-laws of _____

; Affiant further says that

(NAME OF COMPANY)

is _____

(NAME OF PERSON SIGNING
PROPOSAL/CONTRACT)

(TITLE)

of the corporation, is duly authorized to submit a proposal for _____

(CONTRACT OR PROJECT NAME)

for said corporation by virtue of

(STATE WHETHER A PROVISION OF BY-LAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS. IF BY RESOLUTION, GIVE DATE OF ADOPTION.)

(SIGNATURE OF AFFIANT)*

AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE PROPOSAL/CONTRACT.

Sworn to before me and subscribed in my presences this _____ day of _____, 20____.

(NOTARY PUBLIC)

My Commission Expires: _____