

## **INFORMATION FOR OFFERORS (RFP) (Continued)**

### **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**

By submitting this response electronically, bidder/proposer is affixing an electronic signature as defined by the Ohio Uniform Transactions Act. Said signature represents that he/she has the authority to bind the entity to the terms and conditions contained herein.

### **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 (I) or (J) of O.R.C. Section 3517.13 are 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.

(INFORMATION FOR OFFERORS continued next page)

## INFORMATION FOR OFFERORS (RFP) (Continued)

### 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.

### 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, and wage theft prevention, 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 requestor and notify you that a request was made and that a redacted version of your response was released. Should the requestor 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 requestor 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.

### 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.**

(INFORMATION FOR OFFERORS continued next page)

## **INFORMATION FOR OFFERORS (RFP) (Continued)**

### **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. The City will not indemnify the contractor and is prohibited from doing so.

### **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.

### **WAGE THEFT PREVENTION**

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and seller is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination.. Penalties for failure to comply with the wage theft prevention code include suspension for three years, up to permanent disbarment.

### **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."

(INFORMATION FOR OFFERORS continued next page)

## INFORMATION FOR OFFERORS (RFP) (Continued)

### 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

## 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 contractor, 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.

**City of Columbus Home Page: [www.columbus.gov](http://www.columbus.gov)**

### Bid Discount /Proposal Incentive Request Form

This Bid Discount/Proposal Incentive Request Form must be included with the bid and proposal and submitted no later than the bid or proposal due date. Please complete the sections that apply.

The Minority Business Enterprise (MBE) and Woman-Owned Business Enterprise (WBE) Programs provide a bid discount and proposal incentive points to eligible businesses seeking to bid on City of Columbus contracts as prime contractors/prime consultants. To be eligible for either the bid discount or the proposal incentive credits, the prime contractor must be certified with the Office of Diversity and Inclusion in the necessary work classification at the time the submittal is due.

**The Proposal Incentive points apply to professional service solicitations/contracts.** For these contracts, the prime contractor’s ethnicity and gender are part of the evaluation criteria. A prime contractor that is a minority-owned or a woman-owned business certified with the Office of Diversity and Inclusion in the relevant field of work is assigned 5 percentage points during the evaluation process. The Proposal Incentive points are used in scoring the proposals and ranking the submittals.

**The Bid Discount applies to construction and goods and services contracts when the award is based on low bid,** and the prime contractor is a minority or woman-owned business or a minority or woman-owned joint venture certified with the Office of Diversity and Inclusion in the relevant work classification. The Bid Discount is 5% for construction and goods and services bids, not to exceed \$50,000 on a single bid. The Bid Discount allows an original bid amount to be discounted by 5% for purposes of evaluating and determining the lowest responsive bid. The original bid amount is the basis for the contract award. For example, a \$100,000 bid with a 5% Bid Discount is evaluated at \$95,000. However, \$100,000 would be paid if the bidder eligible for the discount was the successful bidder.

For additional information about the Minority and Woman-Owned Business Enterprise Program, please visit the Office of Diversity and Inclusion’s website.

***(Please Attach Copy of Current MBE/WBE Certification Approval Letter)***

<b>CERTIFICATION OF AFFIDAVIT</b>		
The information provided is true and complete to the best of my knowledge and belief. I further understand and agree that this certification shall become a part of my contract with the Columbus of Columbus		
Bid Name:	Bid Number:	Bid Opening Date:
Contracting Department:	Bid/Project Manager Name (as listed in bid documents):	
Certified Prime Contractor/Consultant Authorized Signature & Date: X	Printed name of the authorized signatory:  X	Business Name:
Office of Diversity and Inclusion Staff Authorized Signature Only		
Office of Diversity and Inclusion Official Authorized Designee Signature: X	Date:	<b>Approved      Not Approved</b>





**REQUEST FOR PROPOSALS  
SOLICITATION NUMBER: RFQ025678**

<https://columbus.bonfirehub.com/opportunities/103040>

**Published August 15, 2023**

**Closes September 15, 2023 @ 1:00 PM EST**

**The City of Columbus, Department of Technology requests proposals for:**

***Cherwell Upgrade to Ivanti Neurons RFP***

Written Questions Due:	August 22, 2023 @ 4:00 PM
Responses to Questions:	August 25, 2023 @ 4:00 PM
Proposals Due:	September 15, 2023 @ 1:00 PM
Award:	TBD
Work Begins:	TBD
Full Implementation by:	12 months from the start date
Procurement Portal:	<a href="https://columbus.bonfirehub.com/opportunities/103040">https://columbus.bonfirehub.com/opportunities/103040</a>

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# 1 Summary and Background

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## 1.1 Purpose

The City of Columbus (City), Department of Technology, pursuant to the Revised Code of the State of Ohio, the Charter of the City of Columbus, Columbus City Code of Ordinances Section 329.28 ([link to full text of code](#)) and Title 39 (Minority and Female Business Enterprise), seeks proposals from highly qualified and experienced publishers or authorized partners (Offerors), for an out-of-box on-premise upgrade of our current software, Ivanti Cherwell Service Manager, to the next-generation Ivanti Neurons ITSM solution.

Summary of Scope:

1. Assist with re-designing the service catalogue aligning with ITIL best practice (with potential for variable instances for different workgroups).
2. Provide requirements validation, and additional requirements gathering as solution configuration requires.
  - a. Align requirements to out-of-box offering.
  - b. Recommend additional configuration to align with requirements that does not inhibit ability to accept upgrades seamlessly.
3. Recommend technical requirements for server, storage, and network configuration in a VMware vSphere hosted private cloud environment.
4. Provide configuration, implementation, and support services.
5. Configure and test software in a pre-production environment, after UAT and other testing changes are implemented move pre-production software with associated licenses to production.
6. Perform system assessment, existing requirements validation, and additional requirements gathering as solution configuration requires.
7. Provide guidance to DoT on Change Management for all City Departments leveraging the current solution.
8. Train City personnel in best administration and use of new solution.
9. Provide post implementation support.
10. Assess and recommend most efficient and effective cadence for desired future functionality.

If a suitable proposal is offered in response to this request for proposals (RFP), the City will enter into a contract (Contract) to have the selected Offeror (Contractor) provide all or part of the desired solution and services (Work). This RFP provides details on what is required to submit a proposal for the Work, how the City will evaluate the proposals, and what will be required of the Offeror in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective Offerors should be prepared to meet them as stated.

Once awarded, the Contract will entail a commitment of three years, renewable annually, with the option for two more annual renewals. Further annual renewals are subject to agreement by both parties. All such renewals are subject to City legislative approval and funding.

## 1.2 City of Columbus

Columbus is home to six Fortune 500 companies, Ohio's state capital, and largest city, and the 14<sup>th</sup> largest city in the U.S. Columbus has a population of over 900,000 within a greater Columbus metro region of 2.5 million. The City manages a large array of services and assets on a budget of \$1.8 billion with over 9,000 employees.

The City operates and is governed by its charter and is subject to the general laws of Ohio that are applicable to all municipalities. The Columbus City Charter provides for a mayor-council form of government. The Mayor is the chief executive officer and City Council is the legislative body. Other elected officials include the City Auditor, City Attorney, Clerk of Municipal Court, and Municipal Court Judges.

Additional information about the City of Columbus, including detailed information about missions and operational budgets, is available at <https://www.columbus.gov/>.

## 1.3 Department of Technology

### DoT Mission:

The Department of Technology's (DoT) primary mission is supporting public facing agencies across the City in using technology to serve the residents and businesses of Columbus and Central Ohio. DoT does this by planning, designing, developing, producing, and delivering citywide information technology, telecommunications and media services in partnership with city departments, city council, boards and commissions, and other government entities.

### DoT is comprised of the following areas of service:

#### 1.3.1 IT Tech Support/Service Desk:

DoT processes over 50,000 technology service desk tickets annually and works to resolve each ticket in a timely and efficient manner.

#### 1.3.2 Data and Analytics Services (DAS):

The DAS team is comprised of three groups:

- Geographic Information Systems – GIS (The City is standardized on ESRI)
- Data Management Platform – DMP (Comprised of Talend, Cloudera, and tableau)
- Database Administration – DBA (MS SQL Server (preferred) and Oracle)

#### 1.3.3 Applications:

On any given day, DoT supports the applications that are the direct working tools of the City's 23 departments and over 8,000 employees.

#### 1.3.4 Technology Procurement:

DoT's fiscal team manages all procurement activity from budgeting to planning, through formal and informal bids, to contract negotiation and renewals.

#### 1.3.5 Enterprise Project Management Office (EPMO):

The EPMO provides multiple business support services to partners and internal customers. The EPMO team is comprised of four groups:

- Project Management (Management and administration of customer technology projects)

- Portfolio Planning (Management and administration assistance with customer technology processes and environments)
- Business Analysis (Assist customers with use case development, requirements and specifications gathering, testing, organizational change, and business process)
- Systems Acquisitions (Assist customers with technology market assessment, formal bid documents (RFx), technology contracts, licensing, agreements review/negotiation, and technology stack/system environment)

#### **1.3.6 Infrastructure and Desktop:**

DoT focuses on the delivery and operations of vital IT infrastructure network and telecommunications at two city data centers. The city maintains a network of 1,200 miles of fiber and a 100 GBE network core, with high availability virtualized private cloud with redundancy capabilities.

#### **1.3.7 CTV:**

The Award winning CTV provides successful customer service by providing 30+ hours of original programming each month, including all City Council meetings and press conferences.

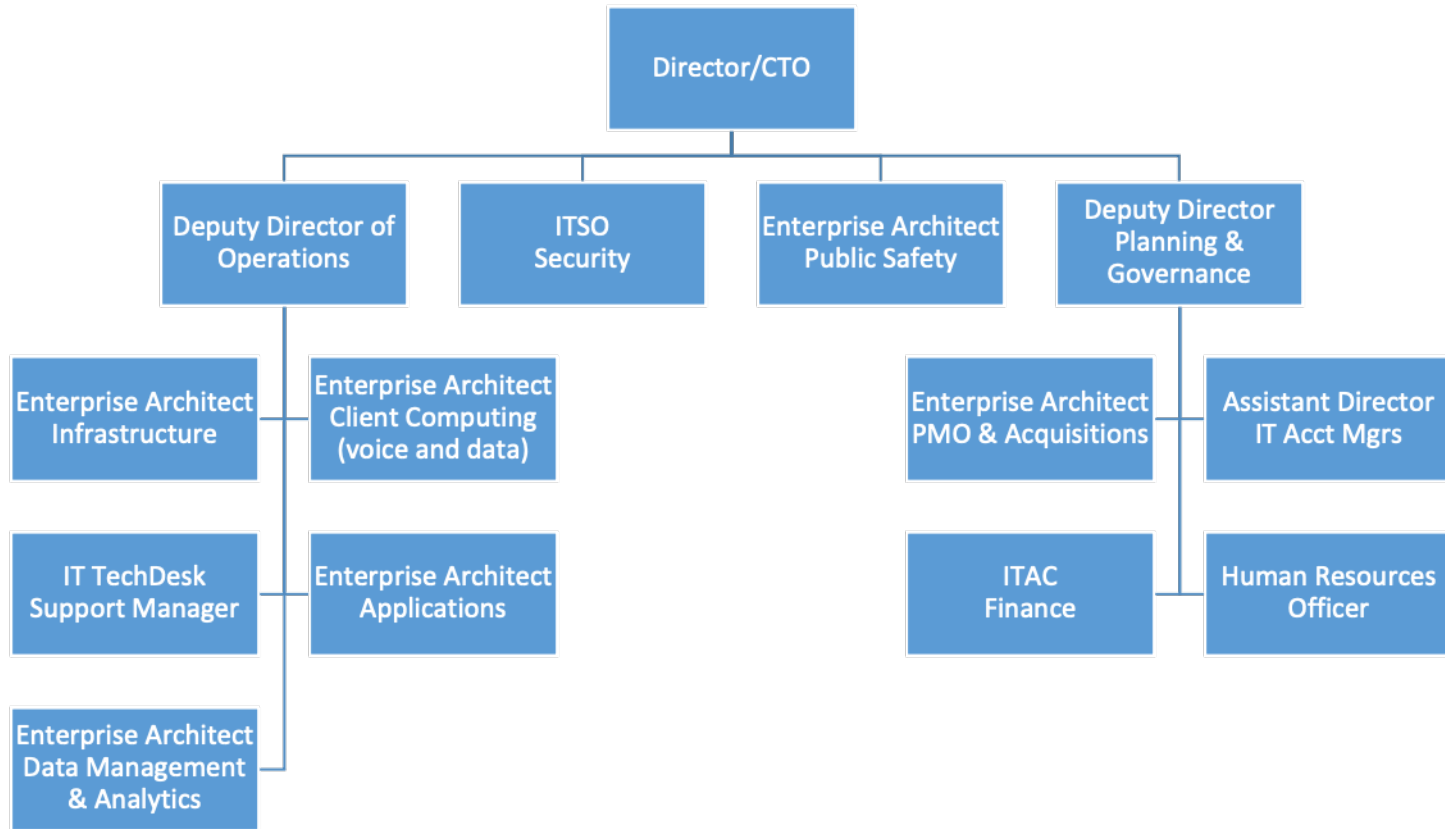
#### **1.3.8 Security:**

The DOT's Security team is committed to protecting users and digital assets alike through continuous cybersecurity monitoring, threat detection, assessment, and remediation.

#### **1.3.9 Human Resources:**

The Human Resources (HR) team promotes and supports organizational excellence in an environment that embraces diversity, quality customer service, employee engagement, and professional development.

1.3.10 Department of Technology Organizational Chart



## 1.4 Current System Environment

### 1.4.1 Current System

The City currently uses Cherwell ITSM to support 22 departments, servicing over 3200 tickets and service requests per month. The current Cherwell ITSM is version 10.4 and is on-premise. The solution is implemented at the City with the following functionality/modules:

1. IT Service Desk
2. Change Management
3. Incident/Request Management
4. Self Service

**Note: Cherwell currently follows ITIL best practices and processes for 1.4.1, items 1 through 3. The Service Catalog does not follow ITIL best practice.**

### 1.4.2 Operational Challenges

DoT is looking to mitigate the following operational challenges with a new solution:

- 1.4.2.1 Cherwell CSM (10.4) content has been customized to the extent DoT is not prepared to take advantage of content upgrades to enable new forms and features without engaging in further customization of product content or returning 10.4 to its original out-of-box configuration.
- 1.4.2.2 The Cherwell CSM (10.4) version has a known issue whereby high memory utilization causes Service Host instability to the extent it crashes. DoT mitigates this by restarting the service daily.

### 1.4.3 User City Departments

Current user city departments are Attorney, Auditor, Council, Treasurer, Civil Service Commission, Columbus City Schools, Inspector General, Building and Zoning Services, Development, Finance and Management, Health, Human Resources, Neighborhoods, Public Safety, Public Service, Public Utilities, Recreation and Parks, Technology, Mayor's Office, Municipal Clerk of Court, and Municipal Court.

#### Number of users:

	User Type	Description	Count
1	Number of Employees	Active Employees (directly/indirectly benefitting from Cherwell)	9774
2	Number of IT Analysts and Named Users	Of the two hundred and thirty, seven are named users	230

### 1.4.4 Notable Statistics

Statistic	Count
Number of Cherwell Servers – Comprised of 3 production, 1 sandbox, and 5 dev/test	9 Active
Number of Workgroups/Assignment Groups	~30
Incident Tickets per Month	~1400
Service Requests per Month	~1700
Change Requests per Month	~97
Upgrades in Last Year	1
Cherwell Enhancements in Last Year	48

#### 1.4.5 Integrations

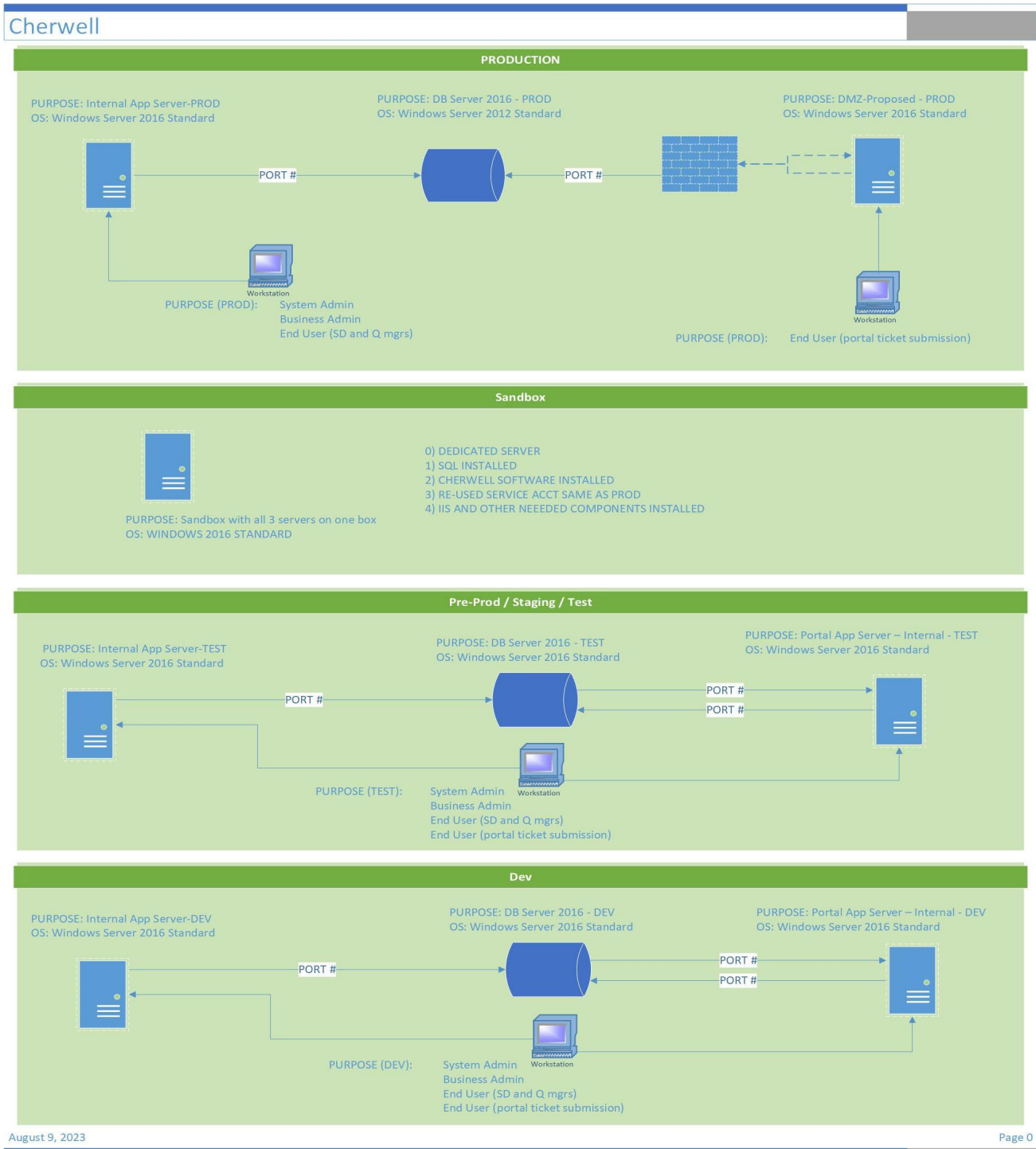
*Scope of services for the solution must include (as a separate line item) provision for end-point discovery, server mapping and CMDB as the City may include this functionality. DoT has standardized on Talend as a citywide enterprise solution for integration between enterprise systems. Talend is an enterprise-grade Gartner MQ Leader in Data Integration. Planned integrations for Neurons will include potential use of Talend for Neurons third-party integrations where practical. For more information on Talend, see: <https://www.talend.com/products/integrate-data/>.*

Department	System	Integration approach/Purpose
Citywide	Dayforce	Dayforce employee data is integrated with city AD data by City data team and used to populate Cherwell customer records via a SQL connection.
Citywide	IVR	Interactive Voice Response sends email via automated process when a ticket is submitted by customers. The City may want to include chat functionality integration in the future.
Citywide	Exchange/Email	A connection to city exchange server to send email notifications and process email to from customers to create and add info to tickets.
Citywide	Active Directory	Connection to City AD is used to create ITSM users, assign web portal credentials for customers.
Citywide	Employee Directory	Data team uses connection to Cherwell database to populate a tableau employee directory that is displayed as a link in the customer web portal.
Citywide	API for login information, time and host name	Custom C# API connection to integrate with custom app that tracks login events by user.
Citywide	Dept. numbers	Integration with custom C# API to manage keeping available dept. /division info current.
Citywide	System email links	Some links in email notifications to users utilize Cherwell API to allow assigning tickets and tasks, and marking items as read via email.
DOT	Solarwinds	The city desires to include an integration with Solarwinds as part of its future integration with Neurons.
DOT	Other Operational Monitoring tools	The city has various OEM operational monitoring tools such as VMware vCenter, Splunk and others which the city wants to consider for future integration with Neurons.

#### 1.4.6 Environments

*Typical DOT hosting environments include development, test, and production. As part of any offered solution, the Offeror will need to account and plan for establishing these same environments for Neurons as part of their technical architecture review and recommendations.*

## 1.4.7 Current System Environment Diagram





## 2 Objectives

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### 2.1 Key Objectives

The City of Columbus DoT would like to implement a fully functioning Ivanti Neurons ITSM solution to provide more efficient service to our customers. The City is posting this request for proposals with the intention to enter into a contract with the original publisher or a Certified Premier Level Ivanti partner. The City's request is for fixed bid pricing for configuration and implementation of the Ivanti Neurons ITSM on-premise.

The City's key high-level objectives for this project are:

#### 2.1.1 Create and implement a New Service Catalog for DoT

- 2.1.1.1 Provide guidance on service catalog creation, limiting complexity with a focus on quality and ease of use.
- 2.1.1.2 Ensure full-service catalog functionality in place for DoT.
- 2.1.1.3 Allow for separate and distinct instances of the service catalog for other city departments as needed.
- 2.1.1.4 Ensure all service catalog instances adhere to ITIL best practices.

#### 2.1.2 Replace existing Cherwell Service Manager by configuring and implementing the equivalent Ivanti Neurons ITSM offering on-premise, to include the following:

- 2.1.2.1 IT Service Desk
- 2.1.2.2 Self Service
- 2.1.2.3 Request Management
- 2.1.2.4 Change Management
- 2.1.2.5 Configuration Management Database (CMDB)
- 2.1.2.6 Knowledge Articles
- 2.1.2.7 Problem Management
- 2.1.2.8 Incident Management
- 2.1.2.9 Release Management

#### 2.1.3 Integrate with necessary systems as outlined in section 1.4.5 above

- 2.1.3.1 Provide necessary Application Program Interfaces (APIs), Software Development Kits (SDKs) or tools or use existing support capabilities provided by the City via Talend Data Fabric to integrate with all necessary systems.

- 2.1.4 Provide concurrent licensing and support for both the City's current Cherwell environment and the new Neurons ITSM environment during the project duration, and until successful Neurons go-live and a decision to deprecate Cherwell by the city has been authorized.**
- 2.1.4.1 Cherwell Licensing and Support (80 perpetual licenses) requires renewal for the project implementation term.
  - 2.1.4.2 At such time Ivanti Neurons is fully implemented, if Cherwell is no longer supported (or at such time they are not supported by way of the contract), the City would like to renew on a month-to-month basis until such time this licensing and support is no longer necessary.
  - 2.1.4.3 Should a month-to-month renewal period be required for the Cherwell environment, the City will provide at least one month (30 day) notice of termination of any subsequent renewals.
- 2.1.5 Contractor provided consulting and best practices guidance on the following to inform future strategic decisions on additional functionality implementation.**
- 2.1.5.1 Perform a 'proof of value' for discovery and mapping to demonstrate capabilities within our environment (sample and review City's asset data and evaluate how would integrate asset data collected by existing City tools with ITSM CMDB within or without Discovery and Mapping modules. In addition, evaluate and assess effort to implement best practices).
  - 2.1.5.2 Provide assessment and best practices recommendations for additional Neurons Modules that may be useful to the City, along with the best sequence and timing recommendations for future implementation.
  - 2.1.5.3 Provide a low code proof of concept for replacing existing custom applications.
- 2.1.6 Depending on assessment described in 2.1.5.3 above, and City review and approval, plan for and implement all, some, or none of the following functionality and/or modules as a project iteration/phase of this same effort within the contract term for Ivanti Neurons ITSM**
- 2.1.6.1 Discovery and Mapping
  - 2.1.6.2 Governance, Risk, and Compliance (GRC)
  - 2.1.6.3 Project and Portfolio Management (PPM)
  - 2.1.6.4 Asset management (ITAM)
  - 2.1.6.5 HR
  - 2.1.6.6 Facilities
  - 2.1.6.7 Finance
  - 2.1.6.8 Procurement
  - 2.1.6.9 Chat Features
  - 2.1.6.10 Bids/Renewals, Invoicing/Purchasing
  - 2.1.6.11 Workflow Automation
  - 2.1.6.12 Operational Service Request Fulfillment Automation
  - 2.1.6.13 Business Intelligence Reporting
  - 2.1.6.14 Neurons for Healing

***Note that the City's list in 2.1.6 above is not intended to be comprehensive. The Offeror should include any other ITSM related functionality and/or modules that are pertinent and available. The City's list in 2.1.6 above, along with any other Offeror listed functionality and/or modules should be considered***

*optional for the purposes of this RFP and subsequent proposals See section 10.1 for instructions regarding the inclusion of pricing for optional features, functionality, modules, etc.*

*The City is targeting to start implementation of the new offering in Q1 2024, and anticipates completion (go-live) within 12 months.*

## **2.2 Mandatory Requirements**

Key material requirements for the proposed solution are as follows:

- 2.2.1 Proposed solution will comply with the latest ITIL best practices and procedures.**
- 2.2.2 Proposed solution will provide a robust out-of-the box ITSM solution as outlined in 2.1.2 above that includes existing Cherwell 10.4 functionality.**
- 2.2.3 Contractor will consult with City on, provide best practices recommendations for, and implement Service Catalog for DoT and other departments as separate instances (as warranted).**
- 2.2.4 Contractor will provide guidance on Change Management for all impacted departments currently using Cherwell (see user City Departments in 1.4.3 above).**
  - 2.2.4.1 Contractor will, in conjunction with DoT, consult with and communicate to impacted departments regarding the change, detailing why the City is moving to a new system, what variance end users may experience and the timeline for implementation and post implementation support.**
  - 2.2.4.2 Communications will include who will train end users and when; they will also include when job aids will be created and distributed.**
- 2.2.5 The solution will integrate with all systems listed in 1.4.5 above.**
- 2.2.6 The solution will support ability to create desired workflows and processes within the platform without hindering ability to receive and apply future product upgrades, updates, patches, etc.**
- 2.2.7 Contractor will provide consultation and recommendations during design phase on the best sequence and approach to implement all modules within scope (see sections 2.1.2, 2.1.5, and 2.1.6) for most effective business impact.**

Section 8.1 – Specifications and Requirements and the *Offeror Response Workbook* attachment provide additional detail and coverage of all requirements pertaining to functional and technical scope, including the mandatory requirements listed above.

## **2.3 Existing Functionality**

The City’s current system provides capabilities and functionality that need to be retained. Key high-level capabilities that need to be preserved include:

- 2.3.1 ITIL Standards and best practices for ITSM**
- 2.3.2 A user-friendly end-user interface**
- 2.3.3 Integrations through APIs that already exist (see 2.2.7 above)**

## **2.4 Data Migration and Conversion**

The City has no transactional and/or reference data within existing system that will require migration/conversion. ***Services scope for the solution is to stand up the Ivanti Neurons ITSM product, with out-of-the box ITSM***

*capabilities. No data migration is required, as DoT will start fresh with data in the new system. Cherwell will be maintained as a system of historical record until such time data is relocated from Cherwell to a back-up system.*

## **2.5 New Functionality**

In addition to current operations and functionality described above, the Contractor may recommend, design, plan, and implement **new functionality, beyond what the City has in an enterprise solution today:**

### **2.5.1 Any Functionality Available in Cherwell 10.4 but not currently implemented at the City:**

- 2.5.1.1 Knowledgebase Articles
- 2.5.1.2 SLA Management
- 2.5.1.3 Configuration Database Management (CMDB)

### **2.5.2 Any Functionality available in Ivanti Neurons ITSM not available within Cherwell 10.4 (to include but not limited to):**

- 2.5.2.1 Event and Availability Management
- 2.5.2.2 Low code or no code development

## **2.6 Out of Scope**

### **2.6.1 Data migration**

No data migration is required between the City's current Cherwell environment and the new solution.

### 3 Scope of Work

---

This section gives a summary of the scope of Work for this project. Section 8.1 – Specifications and Requirements and the *Offeror Response Workbook* attachment provide additional detail and coverage of proposal response requirements pertaining to functional and technical scope.

***Offerors are encouraged to offer improvements to the proposed project approach if they believe changes will better meet the City's objectives. Please clearly mark any recommended improvements as such.***

#### 3.1 Overview and General Expectations

##### Turnkey Solution

Proposals will be for a turnkey solution. Please see Appendix B, #2 for details. In summary:

The Contractor will lead project management, design, and development of the Work. The Contractor will coordinate the successful execution of the Work and direct all Work activities on a day-to-day basis, with the advice and consent of the City. The Contractor will be responsible for all communications regarding the progress of the Work and will discuss with the City any issues, recommendations, and decisions related to the Work.

The City seeks a turnkey complete working solution. Any incidental items omitted in the Contract will be provided as part of the Contractor's price. The Contractor will fully identify, describe, and document all systems that are delivered as a part of the project. All hardware, software, supplies, and other required components such as documentation, conversion, training, and maintenance for the project to be complete and useful to the City must be included in the proposal and price.

The Contractor will describe the support, assistance, and facilities it wants from the City other than what the City has described within this RFP.

##### Phases

The following is a generalized implementation by phase to set the general expectation of the service to be provided:

1. Plan and Schedule
2. User Department Engagement Plan
3. Discovery
4. Design
5. Configuration of System
6. Testing Plan/Testing
7. Transition Plan
8. Transition and Go-Live
9. Support
10. Acceptance and Post Acceptance Support

## 3.2 Project Assumptions

- 3.2.1 Solution should be fully launched within 12 months of start of implementation in Q1 2024. Contractor will identify and describe any City or third-party resources needed for success of the project.
- 3.2.2 Contractor will incorporate planning, design and implementation for a solution that meets the defined requirements within this RFP, and any additional requirements that the proposed solution requires for proper configuration and function.
- 3.2.3 Contractor will create a comprehensive project plan and provide in acceptable format (Gantt chart) showing work break-down structure, tasks and timelines.
- 3.2.4 Contractor will develop a comprehensive user department engagement plan (see high-level plan expectations in 3.3.2 below).
- 3.2.5 Contractor will review the City's existing Cherwell ITSM 10.4 system configuration, including content customizations, and will provide a written report to the City describing how the city's existing system capabilities will be migrated to Neurons for both city customizations and out-of-the-box configured items, without limiting the ability to perform future upgrades. The review will also include Cherwell ITSM functionality not yet implemented by the City, which may be implemented in Neurons.
- 3.2.6 Contractor will build test scripts and a testing and release management plan. The release management plan for Neurons go-live will include high-availability level 1 through 4 support for the first week of go-live support.
- 3.2.7 Contractor will recommend best practices to maximize utilization efficiency and user experience as part of system configuration and design.
- 3.2.8 Contractor will recommend post-implementation future functions and improvements for future planned phases of module adoption by the city based on its proof of value analysis.
- 3.2.9 Contractor will provide a solution that is compatible with the City's Information Technology Standards (See IT standards in section 8.4).
- 3.2.10 Final contract execution will occur no later than the end of Q1 2024.

## 3.3 Phase Deliverables

Offerors are asked to describe their approach to the project to include these deliverables within the *Offeror Response Workbook* (see section 7 and 8.2).

### 3.3.1 Plan and Schedule

The Contractor will develop and manage a comprehensive project management plan to include role planning and management, risk management, communication and escalation management, issue management and task management. The Contractor will also develop and manage a project plan, including a project schedule tracking all project tasks, assignments, dates, and dependencies.

### 3.3.2 User Department Engagement Plan

The Contractor will develop a comprehensive user department engagement plan. Planning will include user department engagement milestones and tasks associated with both planning and execution of each of the phases of the project including discovery and inventory, design, configuration, testing, deployment and transition, training, and Acceptance.

### **3.3.3 Discovery**

Discovery will begin with a review and inventory of the City's existing system environments. In addition to inventory of current systems, this phase of the project will require engagement between the Contractor and user departments for the purposes of verifying inventory from above steps and gathering additional information/specifications needed to configure the replacement solution.

The contractor will meet with department personnel, review and validate requirements documented within this RFP and the *Offeror Response Workbook*, and to gather additional, detailed application and system requirements required for proper system configuration. The contractor will document said requirements and validate the requirements with the City prior to commencing subsequent phases. At the minimum, the requirements documentation will contain the following information for each requirement:

1. A unique requirement I.D.
2. Detailed description of the requirement
3. The entity specifying the requirement
4. Date and time the requirement was gathered
5. Any legal or business process that drives the requirement

The Contractor will also provide recommendations for potential future (post-implementation) functionality/features.

### **3.3.4 Design**

Project scope will include a Contractor-developed design for the replacement solution. The design will be based upon the discovery phase findings. City review and approval of design will occur prior to proceeding to next steps for the project.

### **3.3.5 Configuration**

The Contractor will configure the solution to meet project scope and all elements of the City approved requirements and design. Configuration must include completion of integrations with external systems.

### **3.3.6 Testing Plan/Testing**

The Contractor will provide test plans and test scripts for review by City, which includes a defect register and defect remediation plan. Once plans, scripts, and remediation are approved, the Contractor will conduct testing for the solution.

### **3.3.7 Transition and Post Deployment Support Plans**

The Contractor will develop a transition plan for migration from the old systems to the new system. The Contractor will develop a post deployment support plan detailing SLAs for incident management. The City will approve both plans prior to execution.

### **3.3.8 Training, Rollout and Support**

The Contractor will develop and execute a City approved training plan. The Contractor will implement the transition plan from the old systems to the new system per City approved plan. The Contractor will participate in system launch activities and provide post deployment support services per City approved plan.

### 3.3.9 Acceptance and Post Acceptance Support

The City will accept the solution as completed (see “Acceptance” in section 4.2) once all contracted deliverables and scheduled project tasks have been completed, and all key/critical defects (e.g. performance, operational integrity, reliability, downtime/outages, data integrity, etc.) have been resolved by the Contractor. Additional key/critical defects, while unlikely after Acceptance, are possible. Intimate project and solution implementation knowledge will be critical toward efficient resolution of such key/critical defects.

***For a period of four weeks after Final Acceptance, the Contractor will make available upon request, Contractor technical project team members that had been assigned to the City project, for the purposes of addressing defects, questions, and issues.***

## 3.4 Roles & Responsibilities

It is acceptable that actual staff titles may differ from the names of roles described in this section.

### 3.4.1 Contractor Roles & Responsibilities

The Offeror will provide leadership and propose a project team that will successfully deliver an innovative solution as per City requirements while minimizing risk. The Offeror is to list proposed project team members within the *Offeror Response Workbook*, Sheet 6 (see section 7 and 8.2).

**Project Manager:** Provides project management oversight from planning through acceptance of the solution, as defined within the RFP. Proposed Project Managers should have demonstrable project management expertise and should have recognized Project Management credentials. Responsibilities include at a minimum:

- a. Communicate proactively and cooperate flexibly with City staff.
- b. Create and manage a detailed project plan and schedule.
- c. Communicate progress or lack.
- d. Manage contractor and City project staff.
- e. Serve as liaison between City and Contractor resources.
- f. Serve as liaison with user City departments.
- g. Initiate quality assurance processes to monitor the project.
- h. Identify and manage issues and risk.
- i. Serve as point of escalation for project issues.
- j. Manage deliverables acceptance process.
- k. Provide routine communications with the City project coordinator.

The Offeror will propose the remainder of its project leadership team it deems appropriate to provide for the needs of the project, such as:

**Business Analyst:** Provides requirements verification and business process and subject matter expertise for the proposed solution. Offerors may propose single or multiple functional/configuration leads for multiple business areas or modules if desired. Responsibilities may include:

- a. Lead all requirements verification, design, configuration, workflow, security design, development, test script development, and testing.
- b. Provide input to training development and participate as part of the immediate post go live support team.



- c. Business Analysts should have demonstrable expertise in assisting organization in implementing Information Technology Services Management (ITSM) platforms, including education and experience implementing Information Technology Information Library, also known as ITIL.

**Technical Lead:** Provides technical subject matter expertise for the proposed solution and leads implementation. Technical leads should have demonstrable expertise in Ivanti Neurons, including certifications from Ivanti as appropriate for the scope of work herein. Responsibilities may include:

- a. Lead technical team in tasks for inbound and outbound interfaces, custom development, enhancements, reports, and testing.
- b. Lead installation, and administrative configuration of the proposed system and infrastructure.
- c. Lead end-to-end technical implementation of proposed solution.
- d. Serve as central point of communication for all technical matters concerning the solution, supporting infrastructure, and integrations that involve City staff.
- e. Support the Contractor project manager in discussions with City project coordinator, City technical lead, and City SMEs.
- f. Ensure proper technical documentation of proposed and implemented solution.

**Training Lead:** Plans and leads the design, development, and implementation of the training program and materials for the project. Training Lead should have demonstrable expertise leading Ivanti Neurons training for other organizations that have implemented Neurons. Responsibilities to include at a minimum:

- a. Document approach to training.
- b. Develop training schedules aligned with the overall project plan.
- c. Will have thorough understanding of the functional and technical requirements of the solution.
- d. Develop a simple user guide for the solution.
- e. Will have thorough understanding of the workflow process of the solution at every tier.
- f. Perform training needs analysis to determine the best method of delivering content.
- g. Develop and maintain training curriculum and associated training materials.
- h. Evaluate participants at every level to determine appropriate training outcomes.
- i. Lead implementation of the training plan required in the RFP, as well as conduct training sessions.

### **3.4.2 City Roles & Responsibilities**

The City will provide oversight for the Work, but as a turnkey solution, the Contractor is responsible for and will provide overall work management for the tasks under the Contract, including day-to-day management of its staff. The Contractor will identify and request any City or third-party resources needed for success of the project. Requests for City and third-party resources must be documented, with an explanation of expected roles and responsibilities.

The Contractor will assist the City with coordinating assignments for any City staff involved in the Work. Throughout the effort, the Contractor will provide all administrative support for its staff and activities. Throughout the effort, the Contractor will ensure a comprehensive, detailed project plan is developed, executed, monitored, reported on, and maintained. The City requests the Contractor to utilize Smartsheet for project documentation, communication, and for transmittals. The Contractor may propose additional project management tools.

Since integrations between the RMS and ePCR replacement solution and other third-party systems are within scope, the Contractor is responsible for identification of any requirements or need for assistance from City third-party vendors. The City will provide introductions and coordination of discussion, planning, and work required between the Contractor and third-party vendor.

### **3.5 Project Approach and Planning**

The Contractor will lead, with the City assisting. Questions regarding project approach and planning are in the *Offeror Response Workbook* (see section 7 and 8.2). Identification of known or perceived challenges is important and should be included in the response. Include an approach that stresses strong collaboration, problem solving, and the relationship between the City and the Contractor. The Offeror should include their proposed optimal architecture to meet the deliverables of the RFP.

The proposal will propose a timeline schedule and explanation of the phases proposed to meet RFP requirements, in addition to any other value-added approaches not specifically identified in the RFP.

***The City is targeting to start implementation of the new offering in Q1 2024, and anticipates completion within 12 months. Please propose a timeline that meets or is prior to this targeted date. The City will consider alternate dates with reasonable rationale.***

## 4 General RFP Instructions

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The following sub-sections provide details on how to get more information about the project, this RFP, and how to submit a proposal for consideration. All responses must be complete and in the prescribed format utilizing the *Offeror Response Workbook* (see sections 7 and 8.2).

### 4.1 Organization

A summary of the sections in this RFP are as follows:

- Section 1 – Summary and Background (purpose, background, objectives, current environment)
- Section 2 – Objectives (high-level description of existing and new functionality desired, data migration, etc.)
- Section 3 – Scope of Work (definition of the work for this project, roles, responsibilities, expectations, etc.)
- Section 4 – General RFP Instructions (definitions, schedule, communication, processes)
- Section 5 – Evaluation of Proposals (City review of proposals, processes)
- Section 6 – Award of Contract (award process, contract components)
- Section 7 – Requirements for Proposals (Workbook requirement, additional documentation, etc.)
- Section 8 – Specifications & Requirements, Response Workbook, Supplements (all attachments)
- Section 9 – General Terms and Conditions
- Section 10 – Proposal Cost (Instructions for submission of initial project pricing, and recurring costs)

### 4.2 Terminology and Definitions

Neither terminology, project parameters, nor functional specifications contained in this RFP are intended to imply or denote a particular vendor or solution, nor are they intended to be restrictive in any way. If Offerors have any questions about interpretations, please inquire via the City procurement portal (see section 4.4) any time prior to the due date for written questions.

For the purposes of this RFP, the following words have particular meanings:

**“Acceptance”** means satisfactory completion and customer approval of all deliverables associated with the solution per the terms of this RFP. Acceptance activities may include reviews, testing, auditing, etc.

**“Publisher,” “Author,” or “Licensor”** mean the owner of the copyright of the system, application, or solution.

**“Chair of the Committee”** means chair of the City committee responsible for evaluation of this RFP.

**“Contract” or “Agreement”** means the general agreement for procurement of a solution meeting the requirements of this RFP, including City terms and conditions (see section 9).

**“Conversion”** means the migration of City data and functionality from existing systems or platforms to a new solution.

**“Day”** means the City’s normal workday from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays recognized by City.

**“General Available Release” or “Version”** means that version of each system or software package generally provided to all of the licensor’s customers on or after project Work start.

**“Major Components”** means the central processing elements such as physical or virtual servers, data storage, networking, telephony, software, etc. required for the system solution to perform in production.

**“NEMESIS”** stands for National Emergency Medical Services Information Systems. The organization establishes EMS related data standards, provides state-level guidance for central EMS related data reporting, and provides the framework for a national EMS database.

“**NERIS**” stands for National Emergency Response Information System. This is a new interoperable fire information and innovative analytics platform, the development of which is led by USFA.

“**NFIRS**” stands for National Fire Incident Reporting System.

“**NFORS**” stands for National Fire Operations Reporting System.

“**Networking and Communications**” means those technologies that enable the access to, sharing, or transfer of data and information among users of and components included in the System.

“**Offeror,**” “**Contractor,**” “**Proposer,**” or “**Vendor**” means that firm acting as prime contractor in offering the solution and related services requested by this RFP.

“**Performance Period**” means the ninety (90) working days following implementation of any one or more components of the solution, during which the acceptance tests for such components are completed and the successful completion of which results in acceptance.

“**Responsible Bidder**” means, a bidder who has demonstrated the capability and capacity in all respects to fully perform the RFP requirements and whose experience, integrity and reliability indicate good faith performance.

“**System/Software Enhancement**” means changing code to support new or additional requirements.

“**System**” includes the hardware, system software, application software and supportive programming aids, training and training materials, user manuals, operations documentation, networking and data communications, source code, and related components and materials necessary to implement the solution as specified in this RFP.

“**Purchase Price**” means the City’s total financial obligation to the Contractor under the Contract.

“**USFA**” stands for United States Fire Administration.

### 4.3 Schedule

The schedule is given in the table below. The City may change this schedule at any time. If the City changes the schedule for events prior to and including proposals due, it will do so through an announcement on the City’s procurement portal on the record for this specific RFP (<https://columbus.bonfirehub.com/opportunities/103040>). The announcement will accompany an amendment to the RFP, also available through the portal. Note that the City may make changes in the project schedule after the Contract award.

Only proposals received via the City procurement portal, prior to the due date and time, will be reviewed and considered for Contract award. Proposals submitted to the portal after the due date and time will be rejected by the City. Proposals sent or delivered to the City using any other method will not be reviewed.

It is each prospective Offeror’s responsibility to check the portal for current information regarding this RFP and its calendar of events through award of the Contract.

Key dates pertaining to this RFP are as follows:

Event	Date
<b>Firm Dates</b>	
RFP Issued:	August 15, 2023 @ 4:00 PM
Written Questions Due by:	August 22, 2023 @ 4:00 PM
Responses to Questions:	August 25, 2023 @ 4:00 PM
Proposals Due (at portal below):	September 15, 2023 @ 1:00 PM
<b>Estimated Dates</b>	
Contract Award:	Mid-February, 2024
Project Work Begins:	TBD
Full Implementation by:	Early Q4, 2024

There are references in this RFP to the proposal event dates. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time that the Proposals are due and not just the date as recorded by the City procurement portal in Columbus, Ohio local time, which is in the Eastern U.S. Time Zone.

#### 4.4 City Procurement Portal

All general and updated information regarding this RFP can be found on the City procurement portal at <https://columbus.bonfirehub.com/opportunities/103040>. The portal is the primary vehicle for communication back and forth between the City and all Offerors until proposals are due.

#### 4.5 Contact and Communication

The procurement portal is the communication channel for this RFP until proposals are due. For strictly administrative issues, the primary point of contact for the City for this RFP is: [DoTProcurement@columbus.gov](mailto:DoTProcurement@columbus.gov).

During the RFP evaluation and negotiation process, Offerors are strictly prohibited from communicating with any City employees or officers regarding this solicitation except through the procurement portal until proposals are due or the primary point of contact named above thereafter. Any communication from the Offeror to the City after the question and answer period should be limited to strictly administrative matters and, even then, only to what is necessary.

Necessary communications by the City will be communicated clearly to Offerors via the procurement portal. If any Offeror has a need to communicate directly with someone at the City for administrative reasons, the

communication must come only to the City primary point of contact. All other questions regarding the RFP must come via the procurement portal.

If a City employee attempts to communicate with an Offeror contrary to this provision, the Offeror shall report the incident to the City primary point of contact. A violation of this section on the part of the Offeror may lead to disqualification of the Offeror.

#### **4.6 Amendments to the RFP**

All amendments and changes to this RFP will be published at the City procurement portal. Offerors are responsible for keeping up with all amendments, changes, and communications via the portal.

#### **4.7 Inquiries**

All questions regarding this RFP must be submitted on the City procurement portal no later than the “Written Questions Due by” date (section 4.3).

#### **4.8 Proposal Submittal**

Submit proposals per instructions on the City procurement portal. Attachments to this RFP (see section 8) are provided for Offerors to utilize for their responses. All proposals, including all workbooks, forms, and attachments must be submitted via the portal no later than the “Proposals Due” date (see section 4.3).

By submitting a proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to follow its requirements. The Offeror also acknowledges understanding of potential risk of lower evaluation scores associated with substantial exceptions to the terms and conditions of this RFP, or statements, assumptions, or conditions that do not align well with City needs.

The City’s retention period for proposals is three years.

#### **4.9 Confidentiality**

All confidential information within proposals must be clearly marked as confidential at a detailed level. Confidential markings must be reasonable, limited, and not encompassing. Any proposal with the entirety of the agreement marked as confidential will be rejected. The City will protect confidential content from disclosure as is permissible by law. In the event the City is compelled to disclose confidential information, it will notify the Offeror in advance such that the Offeror has opportunity to seek a stay or court order to preclude release. In general, all proposals are a matter of public record at the conclusion of the selection process pursuant to O.R.C. 149.43, the Public Records Act.

#### **4.10 Waiver of Defects**

The City may waive defects in any proposal or in the submission process followed by an Offeror. The City will only do so if it believes that it is in the City's interests and will not cause any material unfairness to other Offerors.

#### **4.11 Multiple or Alternate Proposals**

Offerors may submit only one solution proposal, designed to meet the City’s designated requirements.

The City has asked Offerors to elaborate on other potential features/functionality that the City may be interested in in the future. Such content may be submitted with the proposal but must be designated as “optional” and separated from proposed solution elements and proposed solution pricing.

#### **4.12 Changes to Proposal**

The City will allow modifications or withdrawals of proposals only if the City receives them before the proposal due date. No modifications or withdrawals will be permitted after the due date, except as authorized by this RFP or amendments to it.

#### **4.13 Proposal Response Instructions**

Proposal response instructions are covered in Section 7 of this RFP.

The City is not liable for any costs an Offeror incurs in responding to this RFP or from participating in the evaluation process, regardless of whether the City awards the Contract through this process.

## 5 Evaluation of Proposals

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All processes and procedures relative to the RFP process, including evaluation, are governed by City Code of Ordinances Section 329.28, 'Awarding professional service contracts through requests for proposal.' ([link to full text of code](#)).

MBE/WBE certification is factored into evaluation scores. A certified MBE/WBE Offeror's proposal may include a request form (see section 8.3 and attached *Bid Incentive Request Form*) for an incentive credit equal to five percent of the Offeror's final evaluation score to be applied to the MBE/WBE Offeror's final score. The Office of Diversity and Inclusion will review the request form and approve its application if the Offeror is a certified MBE/WBE at the time RFPs are due.

An evaluation committee will evaluate proposals and may select two or more of the highest qualified Offerors for further discussions. Discussions may include presentations to the committee to elaborate upon their qualifications, proposals, and other pertinent information. The City will ask highest qualified Offerors to provide proposal overviews or system demonstrations during this phase of the evaluation process for this RFP. 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.

After discussions, the committee will rank the remaining Offerors, and submit said ranking, along with a written explanation of the basis for the ranking, to the Technology Director via the Applications Architect. The department may select an Offeror with which to enter into Contract negotiations or may not select any Offeror and cancel the RFP. The department may 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, the City department may enter into Contract negotiations with the second highest ranked Offeror or may cancel the RFP. This process may continue until a Contract is successfully negotiated or the RFP is cancelled.

### 5.1 Disclosure of Proposal Contents

The City will keep the contents of all proposals confidential until a contract is executed or the RFP is cancelled. All proposals are public record at the conclusion of the process, except those portions marked confidential consistent with Section 4.9 Confidentiality.

From the opening of the proposals to the award of the Contract, everyone evaluating proposals will limit access to information contained in the proposals solely to those people with a need to know the information. The City will keep proposal content information from other Offerors, and the City will not tell one Offeror about the contents of another Offeror's proposal.

### 5.2 Evaluation of Proposals

The evaluation process may consist of up to six distinct phases:

1. Initial review for material defects
2. Functional and technical evaluation
3. Requests for more information



4. Discussions and demonstrations
5. Invitation to revise proposals
6. Evaluation of costs, and
7. Contract negotiations.

If The City believes it will improve evaluation without compromising fairness and competition, the City may decide whether any phases are necessary, may add phases, and may rearrange the order in which it proceeds with the phases.

### **5.3 Initial Review for Material Defects**

The City will review all Proposals for mandatory requirements. The City may waive any defects, allow an Offeror to submit a correction, or determine a proposal is non-responsive and disqualify it if the City believes doing so would not result in an unfair advantage for the Offeror and it is in the City's interest. After the initial review, the City will proceed with detailed evaluation by an evaluation committee, which the chair of the committee will lead.

### **5.4 Functional and Technical Evaluation**

The City will evaluate each proposal that it has determined is timely, complete, and complies with mandatory requirements. The evaluation will be scored according to how well the proposal addresses the requirements and criteria identified in this RFP, including the requirements referenced in sections 7 and 8. Other attachments to this RFP may further refine these requirements, and the City has a right to break these requirements into components and weight any components of a requirement according to their perceived importance.

The City may have proposals or portions of them reviewed and evaluated by City personnel with experience or subject matter expertise that relates to the Work or to a criterion in the evaluation process. Any recommendations it receives from such reviews and evaluations are only advisory to the evaluation committee. Such personnel will not provide scores during the evaluation committee scoring process.

During the functional and technical evaluation, the committee will calculate a point total for each proposal that it evaluates. The committee may reject any proposal receiving a significant number of zeros for sections in the technical portions of the evaluation. The committee may select those Offerors submitting the highest rated proposals for the next phase or may select none and cancel the RFP. The number of proposals that advance to the next phase will be within the committee's discretion. Regardless of the number of proposals selected, they will be the highest rated proposals from this phase.

At any time during this phase, the committee may ask an Offeror to correct, revise, or clarify any portions of its proposal so long as doing so would not result in unfairness.

The City will document the evaluation results for each Proposal considered.

### **5.5 Requests for More Information**

At any time during the evaluation process, at the City's sole discretion, it may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct its proposal if the City believes doing so would not result in an unfair advantage for the Offeror, and it is in the City's interest. The City may reject any correction that is non-responsive or broader in scope than the correction the City requested. If the

City does so, or if the Offeror fails to respond to the request for correction, the City then may request a correction or consider the Offeror's proposal without the correction.

## **5.6 Discussions and Demonstrations**

The City may request the highest-ranked Offerors to interview, make a presentation about their proposal, and demonstrate their solutions. Such discussions provide an Offeror with an opportunity to do one or more of the following:

- Explain its proposal and ensure a mutual understanding of the proposal's content;
- Show the features and functions of its proposed solution; and,
- Demonstrate its professionalism, qualifications, skills, and work knowledge.

The City will schedule the presentations, demonstrations, and discussions at its convenience and discretion. The City will determine the scope and format of any such presentations, demonstrations, and interviews and may record them.

If the City conducts interviews, demonstrations, or presentations, the City may use the information it gathers during this process in evaluating remaining proposals under consideration.

## **5.7 Invitation to Revise Proposals**

Based upon discussions and demonstrations, the City may invite Offerors remaining under evaluation to submit best and final proposals for consideration. Offerors may elect to submit a revised proposal or not. The evaluation committee may use the information it gathers from any revised proposal in evaluating remaining proposals under consideration.

## **5.8 Evaluation of Costs**

Once the merits of proposals, corrections, discussions, and revisions are evaluated, the City may evaluate the costs of one or more of the highest-ranking proposals.

## **5.9 Contract Negotiations**

The final phase of the evaluation process may be Contract negotiations with the highest-ranked Offeror. It is entirely within the discretion of the City whether to proceed with negotiations. The City may limit negotiations to particular aspects of a proposal or the RFP, or to dispense with negotiations entirely. If negotiations are held, they will be scheduled at the convenience of the City, and the selected Offeror must negotiate in good faith.

If negotiations are unsuccessful with the top-ranked Offeror, the City then may go down the line of remaining Offerors, according to rank, and negotiate with the next highest-ranking Offeror or the City may cancel the RFP.

## **5.10 Failure to Negotiate**

If an Offeror fails to provide the necessary information for negotiations in a timely manner, the Offeror fails to negotiate in good faith, or if the Offeror and City are unable to agree upon terms, the City may terminate negotiations with that Offeror and remove the Offeror's Proposal from further consideration.

### 5.11 Evaluation Criteria

The City evaluation committee will evaluate and score all RFP proposal responses based upon the following criteria:

<b>Evaluation Criteria</b>	<b>Description</b>	<b>Weight (points)</b>
Project Approach	Project practices; approach to planning, design, solution, testing, training, services, support, etc.	25
Past Performance	Past City experience, Offeror customer references (quality, cost, timeliness, support, etc.).	10
Quality and Feasibility	Technical specifications/requirements met (e.g. security, functionality, usability, Conversion, etc. -- see section 8).	10
Competency	Offeror core competencies, Project Manager qualifications, Engineer/SME qualifications, other project staff qualifications.	15
Offeror Ability and Business Specifications/ Requirements met	Availability, RFP terms and conditions compliance, subcontractor information, etc.	15
Response Clarity and Efficiency	Completeness, accuracy, and organization of response items, descriptions, attachments, etc., and alignment with this RFP.	5
Cost	Direct initial and recurring costs; third-party costs proposed as part of the offer	20
		100

## 6 Award of the Contract

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The City plans to award the Contract based on the schedule provided in the RFP, if the City decides the Work is in its best interest. The Contract Award date is estimated and subject to change.

Contract award is governed by the City's standard terms and conditions for services, and the City's technology terms and conditions addendum (referenced in section 9). Offerors are asked to submit any example contract language (e.g. licensing agreements, SLAs, etc.) that they would expect to be considered.

The Contractor will begin Work within 15 business Days after the City issues a purchase order, or on a mutually agreed upon start date, under the Contract. If the City awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to perform the Work, the City may cancel the Contract, effective immediately on notice to the Contractor. The City then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. Additionally, the City may seek such other remedies as may be available to the City in law or in equity for the selected Offeror's failure to perform under the Contract.

## 7 Requirements for Proposals

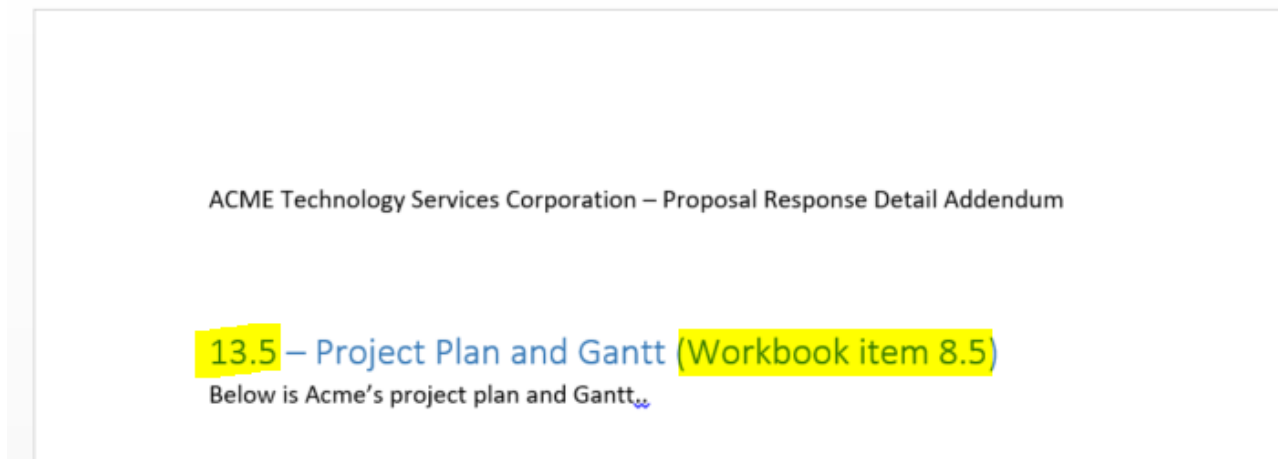
Proposals need to include sufficient data to allow the City to assess proposals, and determine which proposals best meet the City’s evaluation criteria. Consistent, well-organized responses will assist the evaluation committee complete the evaluation process more consistently, efficiently, and accurately. Offerors are asked to complete and submit proposals using the *Offeror Response Workbook* (Excel) and follow instructions described below, in section 8.2, and within the *Offeror Response Workbook*. The City may reject Offeror Proposals that do not comply with the mandatory requirements for responses as prescribed.

The Offeror may include any additional information it believes is relevant within responses. While the Offeror’s proposal submission will be submitted using the attached Microsoft Excel version of the *Offeror Response Workbook*, in some circumstances longer explanations, possibly with diagrams or other figures may be needed with responses. While answers to direct questions, and the majority of response content will be completed within the Excel workbook, Offerors may include a separate document to be utilized only for areas requiring more lengthy or depictive responses. Please sequentially number all pages within said document. Please include reference points (section and sub-section numbering, etc.) within the separate document so the additional content can be referenced from the *Offeror Response Workbook*. Below is an example of helpful cross-referencing between the *Offeror Response Workbook* and an Offeror additional response detail document.

*Offeror Response Workbook* Excerpt – last three columns point to location within Offeror addendum file

8 Project Approach		Project Approach			
Offeror's Approach to this Project					
Item #	Question/Item	Offeror Response	Ext. filename	pg	ref
8.4	Present offeror's understanding of the scope and challenges of this project.				
8.5	Given what is documented in this RFP, and answers to questions during the inquiry period, present a project plan including Gantt chart for this project.	Acme's project plan and Gantt are included in the attachment	ACME Technolc	7	13.5
8.6	Describe the offeror's project management practices and administration, to include communication, expectations management, risk management, task management and				

Example Offeror response detail addendum excerpt – addendum item references Workbook item



To ensure that each Proposal addresses the required scope of work and required sections of the proposal response content, please fill in all light green shaded cells on every tab within the *Offer Response Workbook*.

Tab 4 within the workbook prompts for indication that the Offeror has read, understands, and agrees to the City's Terms and Conditions contained in Section 7 or has proposed exceptions. Please be sure to complete these responses.

Each Proposal must respond to each request for information, whether the request requires a simple "Yes" or "No" or requires a detailed explanation.

Note that the *Offeror Response Workbook* (Excel) is a very substantial component of the Offeror response. Efficient, effective use of the workbook will be a factor for evaluation scoring (Response Clarity and Efficiency). Summary information for the *Offeror Response Workbook* is in section 8.2.

## 8 Specifications & Requirements, Response Workbook, Supplements

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This section lists all additional files, beyond this RFP document, that are included and part of this RFP document package.

### 8.1 Specifications & Requirements

All specifications and requirements are listed within the 9 – *Specs. & Reqs.* tab within the *Offeror Response Workbook* (see Section 8.2).

### 8.2 Offeror Response Workbook

The City requires the *Offeror Response Workbook* (file name “*RFQ025678 – Offeror Response Workbook.xlsx*”) to be used for all proposal responses. General instructions for completing this workbook are in section 7. Additional instructions are on Tab 1 within the workbook itself.

Below is a list of the sheets/tabs within the *Offeror Response Workbook*:

1. Instructions
2. Offeror Info – General information about the Offeror
3. Subcontractors – List of subcontractors (if any working with or for the Offeror)
4. Terms & Cond. – City terms and conditions acceptance, concerns documentation, etc.
5. Core Competency – Questions, descriptions relating to Offeror competencies
6. Proj. Team – A list of proposed Offeror project team members
7. Refer., Prior City – Prior City engagements list, customer references list
8. Proj. Approach – General questions about Offeror approach to project
9. Specs. & Reqs. – Detailed requirements and specification questions
10. Cost – Questions regarding pricing models, licensing, etc.
11. Solution Pricing – Details and calculated summary of pricing for the proposed solution

### 8.3 MBE-WBE Policy and Bid Incentive Request Form

The City of Columbus is committed to ensuring meaningful opportunities for Minority-Owned and Women-Owned Business Enterprises (MBE/WBE) to participate in City funded contracts.

The attached ***Bid Incentive Request Form – B14*** must be completed and included with the proposal and submitted no later than the proposal due date, to be considered for the program.

### 8.4 City of Columbus IT Environment Standards

Rev: Jun 26, 2023

Item	Server OS
OEM	Microsoft
Version	Windows Server 2019
OEM	Redhat OS
Version	Redhat Enterprise Edition RHEL 7.0

Item	Client OS (Desktop / Laptop)
OEM	Microsoft
Version	Windows 10 (release 1809+)
Item	Browser
OEM	Internet Explorer (Note: Frozen. No new implementations permitted.)
Version	IE 11 (standard default)
OEM	Google Chrome
Version	Google Chrome (latest version: 80.0.3987.87)
OEM	Edge
Version	Edge Chromium (standard default)
Item	Virtualization
Sub-Item	Hypervisor
OEM	VMWare
Version	VMWare 6.7
Item	Monitoring
Sub-Item	Server Monitoring
OEM	Solarwinds
OEM	Network Monitoring
Version	SolarWinds NPM
OEM	Application Monitoring
Version	WUG
OEM	DataCenter Monitoring
Version	SiteScan
Sub-Item	Security Monitoring
OEM	Splunk Enterprise Security
Item	Anti-malware
OEM	McAfee Endpoint Security
Item	Central Log Vault
OEM	Splunk Enterprise
Item	Database
Sub-Item	Commercial Database
OEM	Microsoft SQL Server (Preferred over Oracle)
Version	SQL Server 2022
OEM	Oracle (when MS SQL not an option)
Version	Oracle 19C
Sub-Item	Open Source Database
OEM	Postgres Commercial support is available
Version	Postgres (version: 13)
OEM	MySQL/MariaDB (Commercial support is available)
Version	MariaDB (version: 10.5.16.11)



Item	Data Integration
OEM	Talend Version 8X
Item	Data Lake
OEM	Cloudera Version 6.3
Item	Data Visualization/Analytics/BI
OEM	Tableau Version 2022.1.6
Item	Geographic Information Systems (GIS)
OEM	Esri: ArcGIS Server (10.7.1) to (10.9.1), Desktop (10.7.1), Pro (2.9.5)
OEM	Esri: ArcGIS Online (Hosted)
Item	Configuration Settings
Version	SEC-06-01 IIS Settings Standard
Item	Phone Systems
OEM	Cisco on-premises VoIP
Version	Cisco Call Manager 12.5, Cisco Emergency Responder 12.5, Cisco Unity 12.5
OEM	Cisco handsets
Version	Cisco 8851, 8861, 8832
OEM	Genesys on-premises IVR
Version	Genesys Pure Connect CIC 2017R2
OEM	Polycom Handsets
Version	Polycom VVX311, IP301
Item	Unified Communications
OEM	Cisco Webex Meeting, Cisco Webex
Version	Cisco's current hosted services w/ on-prem Cisco Edge audio, Cisco MRA
Item	Voice Traffic
OEM	AT&T SIP Trunks
Version	AT&T 50MB Enterprise class SIP (Primary Data Center & Backup Data Center)
OEM	Cisco Unified Border Element (Dual CUBES at Primary Data Center & Backup Data Center)
Version	Cisco ISR4451 IOS 16.9.5

## 8.5 Columbus Technology Data and Analytics Capabilities

The mission of the City's Data and Analytics Services (DAS) team 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.

The DAS team is comprised of three groups:

- Geographic Information Systems - GIS
- Data Management Platform - DMP
- Database Administration – DBA

### **8.5.1 Geographic Information Systems**

The City of Columbus' GIS Enterprise platform is Environmental Systems Research Institute (Esri). The Department of Technology's GIS team maintains enterprise databases that allow GIS data to be edited by City users and shared internally or publicly via ArcGIS map services. These map services have a REST endpoint and are often used within ArcGIS Online, desktop applications, and SaaS applications. The GIS team also works with vendors to develop custom integrations as required. The Esri environment utilizes SQL Server as its underlying RDBMS.

### **8.5.2 Data Management Platform**

The City's Enterprise Data Management Platform is comprised of two major platforms: Talend and Tableau. Talend is a platform for developing data and application Integrations. Tableau is the City's enterprise data visualization platform. This section includes information about Data Integrations.

#### **Data Integrations**

The City's Data Management Platform team (DMP team) is responsible for developing and supporting data integrations between various source systems. The DMP team has developed several frameworks that leverage the core DMP technologies to standardize the process of developing and deploying data integrations. It is important to note that vendors are responsible for describing what methods / technologies their proposed applications can integrate with other City systems. Examples of common data integrations produced by the DAS team are provided.

#### *Batch Data Integrations*

The DAS team has successfully designed, developed, and deployed data integrations that rely on scheduled, batch processing to automate the movement of data between various source systems and target systems. The DAS team has developed a Data Integration Framework (DI Framework) to standardize the process of extracting, transforming, and loading data (ETL) from web services (SOAP, REST), traditional RDBMS, and flat files. The DI Framework also accommodates data quality checks, error handling, and logging.

Batch Data Integrations are tailored to the needs of Departmental Data Owners who are often tasked with performing analysis, developing reports, and Tableau dashboards on key datasets, which are managed within an existing Line of Business application.

#### *Data Hub/Application Integrations*

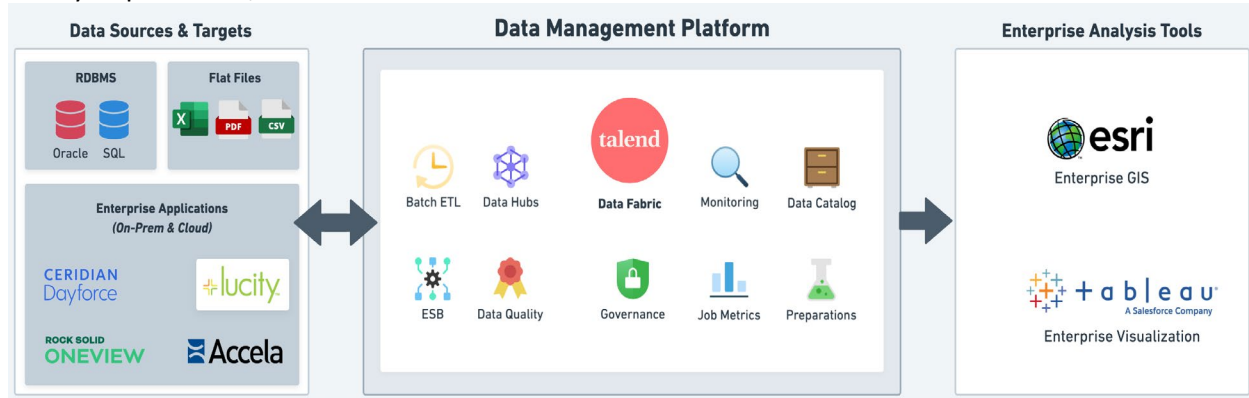
As part of the Department of Technology's Enterprise Data Strategy, the DAS team has deployed Data Hubs to enable sharing of specific datasets between multiple Line of Business applications. Data from critical line of business applications is consolidated, cleansed, and formatted to easily integrate with various "downstream" line of business applications.

#### *Enterprise Services Bus (ESB)*

The Department of Technology's DMP team has implemented Talend's "Enterprise Service Bus" (ESB) to provide a service oriented architecture for delivering application integrations. The ESB serves as middleware, allowing DMP team to develop event based integrations that share application messages between source and target systems.

### DMP Conceptual Diagram

A conceptual diagram for the City’s Data Management Platform is provided in **Figure 1**. This diagram depicts how the various underlying platforms and technologies are leveraged to provide data management as a service to City Departments/Stakeholders.



**Figure 1: Data Management Platform (DMP) Conceptual diagram.** The DMP leverages several key technologies including Talend, Cloudera, Tableau, Enterprise RDBMS, and Esri’s ArcGIS platform. The DMP provides the City’s DMP team with a streamlined process to develop and deliver data integrations and provide enterprise level data management series to City departments.

### 8.6 Columbus Technology Environment and Capabilities

For a high-level description of the Columbus computing environment and capabilities, including our private cloud platform, see the attachment *Columbus Technology Environment and Capabilities*.

## **9 Terms and Conditions**

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### **9.1 Contract Components, Order of Precedence**

If this RFP results in a Contract award, the Contract will consist of the documents in the list below. The list establishes the order of precedence for resolution of any conflict, contradiction, or ambiguity between said documents:

1. City Standard Contract for Services (see section 9.2),
2. City Technology Terms and Conditions Addendum (see section 9.3),
3. This RFP document (including published amendments/changes),
4. Offeror Contract documents,
5. Offeror proposal

Terms and conditions may not be added to ordering documents.

### **9.2 City Standard Terms and Conditions for Services**

Contract award for this RFP is governed by the *City Standard Contract for Services Over \$50,000* (see Appendix A of this RFP).

### **9.3 City Technology Terms and Conditions Addendum**

The City Technology Terms and Conditions Addendum (see Appendix B of this RFP) are incorporated in, and made part of the *City Standard Contract for Services Over \$50,000* (Appendix A of this RFP).

## 10 Proposal Cost

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### 10.1 Proposal Cost Instructions

Costs associated with Offeror proposals should be included on Tab 11 – Solution Pricing within the *Offeror Response Workbook* for each proposed solution.

Proposal costs may be detailed, breaking down all elements of the proposal, or summarized. Products and hardware should be separated from services, and categorized as specified within the workbook. Products and hardware should be broken down to reasonably visible components. Please utilize the categories defined within the *Offeror Response Workbook*, Tab 11, and Column B.

Proposal cost must separate and show the initial implementation costs separate from recurring annual costs (utilize appropriate categories). Recurring annual cost must be broken down for each year one through five (specify line item quantities for each year).

Federal and/or State Taxes are not to be included in prices quoted. The successful Offeror will be furnished an exemption certificate if needed.

Please be sure to include fixed pricing for all features, functionality, modules, etc., that are or could be considered optional, marked as such (see instructions in the *Offeror Response Workbook*, Tab 11). Note that the City reserves the right to purchase all, some, or none of the optional features, functionality, modules, etc., proposed.

Please be sure to include a professional services rate table or card with fixed rates for the proposed term.

## Appendix A (City Standard Contract for Services Over \$50,000)

### CONTRACT FOR SERVICES OVER \$50,000

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

This Contract for \_\_\_\_\_ services is entered into by and between \_\_\_\_\_  
\_\_\_\_\_ (herein referred to as "Contractor"), and the City of Columbus, Department of  
\_\_\_\_\_ (herein referred to as "City").

#### WITNESSETH

WHEREAS, the City has a need for \_\_\_\_\_; and

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

WHEREAS, this Contract is authorized by Ordinance No. \_\_\_\_\_, passed by Columbus City Council  
on \_\_\_\_\_; and

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

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 \_\_\_\_\_ to \_\_\_\_\_. 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 \_\_\_\_\_ 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.

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 that 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**

\_\_\_\_\_ 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:

(List names and addresses of City and Contractor contact persons below.)

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. The Contractor further agrees to obey all lawful rules and regulations and to meet all lawful requirements that 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 WWW.OPERS.ORG

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.

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and Contractor is required to comply with said chapter. This includes but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code included suspension for three years, up to permanent disbarment.

**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.

**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.



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. The City will not indemnify the contractor and is prohibited from doing so.

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 that can be given effect without the invalid term, condition, or application; to this end, the terms and conditions for the Contract are declared severable.

16. **Assignment**

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:**

Each Person                 \$500,000  
Each Accident               \$1,000,000

**Property Damage Liability:**

Each Accident               \$500,000  
All Accidents                \$1,000,000

20. **Campaign Contributions**

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.

**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**

\_\_\_\_\_

Signature

Date

\_\_\_\_\_  
Printed Name, Title and Department

**CONTRACTOR**

\_\_\_\_\_

Signature

Date

Please list remit address below:

\_\_\_\_\_  
Printed Name and Title  
Federal ID Number: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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  
**(Title) (Company Name)**

by virtue of the laws of the State of \_\_\_\_\_, and having its principal office at

\_\_\_\_\_  
**City, State, Zip Code**

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

\_\_\_\_\_  
**(Company Name)**

Affiant further says that \_\_\_\_\_ is \_\_\_\_\_  
**(Name of Person Signing Contract) (Title)**

Of the Company and is duly authorized to sign the Contract for : \_\_\_\_\_

For said Company by virtue of \_\_\_\_\_  
**(State whether the provision of by-laws or a resolution of the Board of Directors. If resolution, give date of adoption.)**

\_\_\_\_\_  
Signature of Affiant\*\*

**\*\* AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT. \*\***

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **Appendix B (City Technology Terms and Conditions Addendum)**

### **Technology Terms and Conditions Addendum**

#### **1. The Contract**

The following are hereby incorporated into and made part of the Contract, and any conflict of terms and conditions will be resolved according to the following in order of precedence:

1. City of Columbus – Standard Services Agreement
2. City of Columbus – Information Technology Terms and Conditions Addendum
3. City of Columbus – Request for Proposals
4. Offeror – License, Support and Service Levels Agreement(s)
5. Offeror – Proposal

The terms of this Contract will survive the expiration or termination of the time for completion of the Work and the time for meeting any final payment of compensation, except where such creates an absurdity. The terms and conditions specified in this Contract constitute the entire Contract governing the purchase of products and services by the City from the Contractor, and shall supersede any terms and conditions, which may accompany Contractor's ordering document or invoice. Any and all verbal representations are superseded by this Contract.

The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the City except that either party may assign this Contract to an affiliate or a successor.

The Contractor may not enter into subcontracts for the Work after execution without written approval from the City. The Contractor will not need the City's written approval for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor, unless otherwise specifically agreed.

#### **2. Turnkey Complete Working Solution**

The Contractor must assume the lead in the areas of management, design, and development of the Work. The Contractor must coordinate the successful execution of the Work and direct all Work activities on a day-to-day basis, with the advice and consent of the City. The Contractor will be responsible for all communications regarding the progress of the Work and will discuss with the City any issues, recommendations, and decisions related to the Work.

The City seeks a turnkey complete working solution. Any incidental items omitted in the Contract will be provided as part of the Contractor's price. The Contractor must fully identify, describe, and document all systems that are delivered as a part of the Project. All software, supplies, and other required components such as documentation, Conversion, training, and maintenance for the Project to be complete and useful to the City are included in the Project and price.

The Contractor must deliver a highly available, complete working system free of defects, including engineering, design, software, database, installation, interfaces, testing, training, documentation, helpdesk, technical support, reporting, business processes, and all other components and efforts necessary to provide a

complete, highly available, working system and to ready the City for successful use of the system. The City seeks a complete solution to what the Work is intended to accomplish, and the Contractor must provide any items omitted in the Contract as part of the Contractor's price. All required components and processes for the Work to be complete and useful to the City must be included in the Work and the price, unless the Contract expressly provides otherwise.

City will provide, at no charge to Contractor, office space, services, and equipment as Contractor reasonably requires to perform the Work. City will make available in a timely manner at no charge to Contractor whatever technical information, computer facilities, programs, files, documentation, data, sample output, or other information and resources in the possession of the City required by Contractor for the performance of the Work.

The Contractor must describe the support it wants from the City other than what the City has already described in the Contract it will provide. Specifically, the Contractor must address the following:

- Nature and extent of City support required in terms of staff roles, percentage of time available, and so on;
- Assistance from City staff and the experience and qualification levels required; and
- Other support requirements.

The Contractor must identify the facilities and technical services it wants from the City other than what the City has already described in the Contract it will provide for the Project during the installation, customization as applicable, implementation, and transition to operations.

The City may not be able or willing to provide the additional support, facilities, or technical services the Contractor desires. The Contractor therefore must indicate whether its request for additional technical services, facilities, or support is a requirement for a complete working system or the Contractor's performance under the Contract. If any part is a requirement, the City may seek to negotiate an alternative acceptable to the Contractor or reject the Contractor's Statement of Work (SOW) if the City is unwilling or unable to meet the requirements in the event the City determines negotiation is impracticable or unsuccessful.

The City will be responsible for providing only those things expressly identified in the Contract. If the City has agreed to provide facilities or technical services, the Contractor, by signing the Contract, warrants that the Contractor has either inspected the facilities and technical services or has voluntarily waived an inspection and will use the equipment and technical services on an "as is" basis.

The City will not be liable for or pay any Project costs that the City has not already identified it will provide in the Contract or that Contractor does not identify in its SOW.

### **3. Offshore**

All Contractor employees or subcontractor employees working on the Project must perform all Project related work in the United States. The City will consider proposals with a 'follow-the-sun' telephone support model. All locations of work to be performed, including subcontractor work, must be disclosed.

### **4. 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. The Contractor shall treat the data received and created by the systems used and developed as part of the Work as confidential, and the City retains title to such data unless otherwise specifically agreed. Therefore, the Contractor agrees to the following.

The City may disclose to the Contractor data or other information that the City treats as confidential. Title to the City data and Confidential Information and all related materials and documentation the City delivers to the Contractor will remain with the City. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the City, or individuals or organizations about whom the City keeps information. Information should be treated as confidential if it includes any information expressly excluded by Ohio law from public records disclosure requirements.

The Contractor agrees not to disclose any City data or Confidential Information to third parties and to use it solely in its performance under the Contract. The Contractor will restrict circulation of city data and Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know to do the Project. The Contractor may disclose City data and 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.

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 City data or Confidential Information when the Contractor's procedures are not reasonable or when the disclosure results in liability to the City.

The Contractor will not incorporate any portion of any City data or Confidential Information into any work or product, other than a project deliverable, and will have no proprietary interest. The Contractor will return all City data and originals of any Confidential Information and destroy any copies it has made on termination or expiration of its Contract with the City.

The Contractor's obligation to maintain the confidentiality of the City data and 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.

## **5. Warranty**

IN GENERAL. The Contractor is engaged under the scope of work in the Contract to design something to meet a particular need for the City and as such warrants that the Contractor's Work will meet the stated purpose for

that Work and therefore makes warranties of merchantability and fitness for the particular purpose in the Contract.

The Contractor warrants that the recommendations, guidance, practices, systems, and performance of the Contractor under the Contract will: (1) be in accordance with sound professional standards and the requirements of the Contract and without any material defects; and (2) unless otherwise provided in the Contract, be the work solely of the Contractor. The Contractor also warrants that: (1) no deliverable will infringe on the intellectual property rights of any third-party; and (2) the Contractor's work and the deliverables resulting from that work will be merchantable and fit for the particular purposes described in the Contract.

Additionally, with respect to the Contractor's activities under the Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the state and city regarding conduct on any premises under the City's control; (4) the Contractor has good and marketable title to any items delivered under this Contract and in which title passes to the City; and, (5) the Contractor has the right and ability to grant the license granted in any deliverable in which title does not pass to the City.

The warranties regarding material defects, merchantability, and fitness are one-year warranties. All other warranties will be continuing warranties. If any portion of the Work fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed or must refund the amount of the compensation paid for such portion of the Work.

The Contractor also must indemnify the City for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the City has modified or misused the deliverable and the claim is based on the modification or misuse.

The City will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must do one of the following things: (1) modify the deliverable so that it is no longer infringing; (2) replace the deliverable with an equivalent or better item; (3) acquire the right for the City to use the infringing deliverable as it was intended for the City to use under this Contract; or (4) remove the deliverable and refund the amount the City paid for the deliverable and the amount of any other deliverable or item that requires the availability of the infringing deliverable for it to be useful to the City.

SOFTWARE. On acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor warrants as to all software acquired, licensed or used under this Contract that: (a) the software will operate on the device(s) for which the software is intended in the manner described in the relevant software documentation and the Contract ; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation and commentary; and, (d) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third-party that is incorporated in a Deliverable, the Contractor represents and warrants that it has done 1 of the following 3 things: (a) obtained the right from the third-party

licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the City; or (c) fully disclosed in the Contract any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated in a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the Contract and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the City with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; and, (f) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well-written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software.

## **6. Acceptance**

The acceptance procedure will be an informal review by the City Project Representative to ensure that each Deliverable and the Project as a whole comply with the requirements of this Contract. The City Project Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the City will issue a notice of noncompliance if a Deliverable or the Project as a whole does not meet the requirements of this Contract.

If the City Project Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the City Project Representative has issued a noncompliance letter, the Deliverables or the Project as a whole will not be accepted until the City Project Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30-day period, the City Project Representative will issue the acceptance letter within 15 calendar days.

If the Project fails to meet the standard of performance after 90 calendar days from the start of the performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the City may have under this Contract, the City will have the right to request correction or replacement of the relevant portion of the Project.

## **7. Ownership**

Deliverables. Contractor retains all right, title, and interest, including all intellectual property rights, in and to any products, services, and any improvements thereto. If Contractor provides any products, services, and any



improvements thereto to City pursuant to this Contract, Contractor hereby grants to City a non-exclusive, royalty-free, fully paid up, worldwide license to use and exploit the products, services and improvements during the term.

Custom Deliverables. Except for modifications to licensed software, all custom deliverables produced by the Contractor and covered by this Contract shall be owned by the City, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the City. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed materials. The Contractor will provide the City with all assistance reasonably needed to vest such rights of ownership in the City. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures.

The Contractor may grant the City a worldwide, non-exclusive, royalty free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the City ownership of the Pre-existing Materials provided however, that the City may distribute such Pre-existing materials to the extent required by governmental funding mandates. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials in a custom Deliverable, the Contractor must first disclose this and seek the City's approval for doing so in advance. On the request of the Contractor, the City will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the City makes of that Deliverable.

Subject to the limitations and obligations of the City with respect to Pre-existing Materials, the City may make all custom Deliverables available to the general public without any proprietary notices of any kind. For the purposes of this section, custom Deliverables does not include modifications to licensed software.

## **8. License**

As used in this section, "Commercial Material" means anything that has been developed at private expense by the Contractor or a third-party, commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication virtually, on magnetic or optical media, paper, or other means. Examples include written reports, books, pictures, videos, computer programs, websites, and computer source code and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the Contract or as an attachment referenced in the Contract, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the City will have the rights permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the City will have the rights permitted under the Federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the City will treat the material as confidential. In this regard, the City will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to City secrets. Otherwise, the City will have the same rights and duties permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the City.

For Commercial Software, the City will have the rights in items (1) through (8) of this section with respect to the software. The City will not use any Commercial Software except as provided in items (1) through (8) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

1. Used or copied for use in or with the device or devices for which it was acquired, including use at any City installation to which such device or devices may be transferred.
2. Used or copied for use in or with a backup system for disaster recovery and disaster recovery testing purposes or if any device for which it was acquired is inoperative.
3. If installed, reproduced for safekeeping (archives) or backup purposes.
4. Integrated with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract.
5. Used by, disclosed to or reproduced for use on behalf of the City by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract.
6. Used or copied for use in or transferred to a replacement device.

However:

7. If the Commercial Software delivered under this Contract is published and copyrighted, it is licensed to the City without disclosure prohibitions.
8. If any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the City without disclosure restrictions, unless a statement substantially as follows accompanies such copyright notice: "Unpublished -- rights reserved under the copyright laws of the United States." The City will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

## **9. API**

The City utilizes a data services appliance to integrate and use its data and related metadata among its various solutions. The Contractor will supply an application programming interface as part of its solution from which the City's data and related metadata will be available for use with its appliance and its other solutions.

At its request, the Contractor shall provide to the City data schemas and designs to aid in the development and improvement of its use of its data and related metadata. The City will treat such schemas and designs as Confidential Information.

The City may use its data and related metadata provided from the Contractor's solution, as it may deem necessary without restriction.

**10. Products Improvement Board**

Contractor shall provide a forum for the City to participate with other customers to assist with improvements to its products. Contractor shall provide City representation on its Client Advisory Board or other such similarly situated customer group that the Contractor uses to assist with products development.

**11. User Group**

Contractor shall establish, support, and maintain a user group that holds conferences annually. Contractor shall permit up to five City representatives to any such conference.

**12. Products Roadmap**

The Contractor shall provide to the City, at least annually, its products roadmap and plans either in writing or in the form of a meeting briefing. The City will treat such information as Confidential Information to the extent that such is actually the case.