



# City of Columbus Legislation Report

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

**File Number: 3334-2018**

## Emergency Legislation

**File ID:** 3334-2018

**Type:** Ordinance

**Status:** Passed

**Version:** 1

**\*Committee:** Technology Committee

**File Name:** This legislation will authorize the Director of the Department of Technology (DoT) to enter into contract with Cadenza, LLC for the purchase of a new Datacenter Network solution.

**File Created:** 11/20/2018

**Final Action:** 12/06/2018

**Auditor Cert #:** ACPO003768

**Auditor:** When assigned an Auditor Certificate Number I , the City Auditor, hereby certify that there is in the treasury, or anticipate to come into the treasury, and not appropriated for any other purpose, the amount of money specified hereon, to pay the within Ordinance.

**Contact Name/No.:** Brent Angel (Ext. 5-5740), Loling Sawyer (Ext. 5-7226), and Ronny Varghese/I & O EA (Ext. 5-2270)

## Floor Action (Clerk's Office Only)

### Mayor's Action

### Council Action

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date Passed/ Adopted

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Veto

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

**Title:** To authorize the Director of the Department of Technology (DoT) to enter into contract with Cadenza, LLC for the purchase of a new Datacenter Network solution; to authorize the expenditure of \$1,531,033.72 from the Department of Technology, Information Services Division, Information Services Capital Improvement Fund; and to declare an emergency. (\$1,531,033.72)

### Sponsors:

**Attachments:** RFQ010007 Cadenza LLC Award Letter 2018, Ord. No. 3334-2018 Network Refresh - methodology and processes, NGFW PS - Training SOW, 3334-2018 EXP,

CoC Cadenza DC RFP Response - Single File 11-14-18,  
DC Network Refresh RFP Cost Proposal

**History of Legislative File**

Ver.	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Columbus City Council	12/03/2018	Approved				Pass
1	COUNCIL PRESIDENT	12/03/2018	Signed				
1	ACTING MAYOR	12/05/2018	Signed				
1	CITY CLERK	12/06/2018	Attest				

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

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

Explanation

**BACKGROUND:**

This legislation will authorize the Director of the Department of Technology (DoT) to enter into contract with Cadenza, LLC for the purchase of a new Datacenter Network solution, in the amount of \$1,531,033.72 (which consists of the following: software - \$383,525.40, hardware - \$578,960.20, software/hardware maintenance and support - \$287,278.12, training - \$19,800.00 and professional services - \$261,470.00). The contract coverage term period for the project is one (1) year from the date of a purchase order certified/confirmed by the Columbus City Auditor's Office. The coverage term period for the software/hardware maintenance and support services starts one (1) year from the project "go-live date" which is not known at this time. The intended use of the requested funding is to design, procure, implement, and support the City's core Data center networking platform. The platform consists of a number of hardware, software, licenses and professional implementation services necessary to replace the City's core Data center network equipment, implement technologies to adopt a software defined networking (SDN) platform, professional services for implementation of the platform, and software maintenance for the first year of a five (5) year term. The SDN will be developed under the auspices of the Infrastructure & Operations (I&O) section of the DoT. The I&O section's mission is to enable and encourage City departments to provide a centralized modern Data center and network fabric that can support Hyper converged Infrastructure (HCI), Internet of things (IoT) Machine Network, and Smart City Initiatives throughout the City.

On August 31, 2018 at 11:00am the Department of Technology (DoT), through the utilization of a Request for Proposal process, received four (4) bids in response to RFQ010007 for the purchase of Core Network Hardware and Software. After review of the four (4) bid proposals received, the recommendation is that the award be made to Cadenza, LLC who scored the highest of all the proposals received.

Vendors:	Final Score/Final Bid Amount:
Cadenza, LLC	98.0 / \$1,531,033.72
CDW-G	82.3 / \$1,852,014.00
AHEAD	68.0 / \$2,381,631.31
Softchoice	NA / Non-Finalist

The services being purchased were competitively bid in RFQ010007. The proposal submitted by the

Cadenza, LLC was selected and provided pricing at \$1,531,033.72. The total cost includes the following: software - \$383,525.40, hardware - \$578,960.20, software/hardware maintenance and support - \$287,278.12, training - \$19,800.00 and professional services - \$261,470.00).

**EMERGENCY:**

Emergency action is requested to expedite authorization of this contract in order to facilitate and maintain uninterrupted services from the supplier.

**FISCAL IMPACT:**

Approval of this ordinance will allow for the expenditure of \$1,531,033.72 for the purchase of a new Datacenter Network solution. Funding for this project is budgeted and available within the Information Services Capital Improvement Fund, coming from Project Name: Enterprise System Upgrades, Project Number: P470047-100000 (Carryover), Amount: \$881,848.00; and Project Name: Enterprise System Upgrades, Project Number: P470047-100000, Amount: \$649,185.72. The total cost associated with this ordinance is \$1,531,033.72.

**CONTRACT COMPLIANCE NUMBERS:**

Vendor Name: Cadenza, LLC; F.I.D./C.C #: 26 - 4637349; Expiration Date: 06/07/2020  
DAX Vendor Account #: 025814

Title

To authorize the Director of the Department of Technology (DoT) to enter into contract with Cadenza, LLC for the purchase of a new Datacenter Network solution; to authorize the expenditure of \$1,531,033.72 from the Department of Technology, Information Services Division, Information Services Capital Improvement Fund; and to declare an emergency. (\$1,531,033.72)

Body

**WHEREAS**, this ordinance will authorize the Director of the Department of Technology (DoT) to enter into contract with Cadenza, LLC for the purchase of a new Datacenter Network solution, in the amount of \$1,531,033.72 (which consists of the following: software - \$383,525.40, hardware - \$578,960.20, software/hardware maintenance and support - \$287,278.12, training - \$19,800.00 and professional services - \$261,470.00). The contract coverage term period for the project is one (1) year from the date of a purchase order certified/confirmed by the Columbus City Auditor's Office. The coverage term period for the software/hardware maintenance and support services starts one (1) year from the project "go-live date" which is not known at this time. The intended use of the requested funding is to design, procure, implement, and support the City's core Data center networking platform; and

**WHEREAS**, on August 31, 2018, the Department of Technology (DoT), through the utilization of a Request for Proposal process, received four (4) bids in response to RFQ010007 for the purchase of core Network Hardware and Software. After review of the four (4) proposals, the recommendation was to award to Cadenza, LLC who scored the highest of all the proposals received; and

**WHEREAS**, this legislation will allow funding to be utilized for the design, procurement, implementation, and support the City's core Data center networking platform. The platform consists of a number of hardware, software, licenses and professional implementation services necessary to replace the City's core Data center network equipment, implement technologies to adopt a software defined networking

(SDN) platform, professional services for implementation of the platform, and software maintenance for the first 5 years; and

**WHEREAS**, the software defined networking (SDN) platform will be developed under the auspices of the Infrastructure & Operations (I&O) section of the Department of Technology (DoT). The I&O section's mission is to enable and encourage City departments to provide a centralized modern Data center and network fabric that can support Hyper converged Infrastructure (HCI), Internet of things (IoT) Machine Network, and Smart City Initiatives throughout the City; and

**WHEREAS**, an emergency exists in the usual daily operations of the Department of Technology in that it is immediately necessary to authorize the Director of Technology to enter into contract with Cadenza, LLC for the purchase of a new Datacenter Network solution in order to facilitate and maintain uninterrupted services from the supplier, for the immediate preservation of the public peace, property, health, safety and welfare; now, therefore:

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

**SECTION 1:** That the Director of the Department of Technology (DoT) is authorized to enter into contract with Cadenza, LLC for the purchase of a new Datacenter Network solution, in the amount of \$1,531,033.72 (which consists of the following: software - \$383,525.40, hardware - \$578,960.20, software/hardware maintenance and support - \$287,278.12, training - \$19,800.00 and professional services - \$261,470.00). The contract coverage term period for the project is one (1) year from the date of a purchase order certified/confirmed by the Columbus City Auditor's Office. The coverage term period for the software/hardware maintenance and support services starts one (1) year from the project "go-live date" which is not known at this time. The intended use of the requested funding is to design, procure, implement, and support the City's core Data center networking platform, in the total amount of \$1,531,033.72.

**SECTION 2:** That the expenditure of \$1,531,033.72 or so much thereof as may be necessary is hereby authorized to be expended from (please see attachment 3334-2018 EXP):

Dept./Div.: 47-02 | Fund: 5105 | Subfund: 000000 | Procurement Category: Information Technology Broadcasting and Telecommunications | Project Name: Enterprise System Upgrades | Project Number: P470047-100000 (Carryover) | Object Class: 06 | Main Account: 66530 | Program Code: CW001 | Section 3: 470201 | Section 4: IT01 | Section 5: N/A | Amount: \$578,960.20 (Hardware)

Dept./Div.: 47-02 | Fund: 5105 | Subfund: 000000 | Procurement Category: Engineering and Research and Technology Based Services | Project Name: Enterprise System Upgrades | Project Number: P470047-100000 (Carryover) | Object Class: 06 | Main Account: 66530 | Program Code: CW001 | Section 3: 470201 | Section 4: IT01 | Section 5: N/A | Amount: \$287,278.12 (Software/Hardware Maintenance and Support Services)

Dept./Div.: 47-02 | Fund: 5105 | Subfund: 000000 | Procurement Category: Engineering and Research and Technology Based Services | Project Name: Enterprise System Upgrades | Project Number: P470047-100000 (Carryover) | Object Class: 06 | Main Account: 66530 | Program Code: CW001 | Section 3: 470201 | Section 4: IT01 | Section 5: N/A | Amount: \$15,609.68 (Training Services)

Dept./Div.: 47-02 | Fund: 5105 | Subfund: 000000 | Procurement Category: Engineering and Research and Technology Based Services | Project Name: Enterprise System Upgrades | Project Number: P470047-100000 | Object Class: 06 | Main Account: 66530 | Program Code: CW001 | Section 3: 470201 | Section 4: IT01 | Section 5: N/A | Amount: \$4,190.32 (Training Services)

Dept./Div.: 47-02 | Fund: 5105 | Subfund: 000000 | Procurement Category: Information Technology Broadcasting and Telecommunications | Project Name: Enterprise System Upgrades | Project Number: P470047-100000 | Object Class: 06 | Main Account: 66530 | Program Code: CW001 | Section 3: 470201 | Section 4: IT01 | Section 5: N/A | Amount: \$383,525.40 (Software)

Dept./Div.: 47-02 | Fund: 5105 | Subfund: 000000 | Procurement Category: Engineering and Research and Technology Based Services | Project Name: Enterprise System Upgrades | Project Number: P470047-100000 | Object Class: 06 | Main Account: 66530 | Program Code: CW001 | Section 3: 470201 | Section 4: IT01 | Section 5: N/A | Amount: \$261,470.00 (Professional Services)

**SECTION 3:** That the City Auditor is authorized to make any accounting changes to revise the funding source for all contracts or contract modifications associated with this ordinance.

**SECTION 4:** That the funds necessary to carry out the purpose of this ordinance are hereby deemed appropriated, and the City Auditor shall establish such accounting codes as necessary.

**SECTION 5:** That the City Auditor is hereby authorized to transfer the unencumbered balance in a project account to the unallocated balance account within the same fund upon receipt of certification by the Director of the Department administering said project that the project has been completed and the monies are no longer required for said project.

**SECTION 6:** That for the reasons stated in the preamble hereto, which is hereby made a part hereof, this ordinance is hereby declared to be an emergency measure and shall take effect and be in force from and after its passage and approval by the Mayor or ten days after passage if the Mayor neither approves or vetoes the same.

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

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

This Contract for the purchase of a new Datacenter Network solution which includes software, hardware, software/hardware maintenance and support services, training and professional services is entered into by and between Cadenza, LLC. (herein referred to as "Contractor"), and the City of Columbus, Department of Technology (herein referred to as "City").

**WITNESSETH**

**WHEREAS**, the City has a need for the purchase of a new Datacenter Network solution which includes software, hardware, software/hardware maintenance and support services, training and professional services; and

**WHEREAS**, the Department of Technology (DoT), through the utilization of a Request for Proposal process, received four (4) bids in response to RFQ0100007 for the purchase of core Network Hardware and Software. After review of the four proposals, the recommendation was to award to Cadenza, LLC who scored the highest of all the proposals received; and

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

**WHEREAS**, this Contract is authorized by Ordinance No. 3334-2018, passed by Columbus City Council on December 3, 2018; 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 for the project shall be one (1) year from the date of a purchase order confirmed/certified by the Columbus City Auditor's Office.

The term of this Contract for the software/hardware maintenance and support services starts one (1) year from the project "go-live date" which is not known at this time. 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 \$1,531,033.72 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 which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

4. **Equal Opportunity Clause**

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

5. **Taxes**

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

6. **City's Contract Administrator/Contract Administration**

Richard Wagner/Deputy Director and Ronny Varghese/DC Infrastructure and Operations, Department of Technology Manager, will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

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

**CITY:** Richard Wagner, Deputy Director, Department of Technology, Jerry Hammond Center, Suite No. # 300, 1111 E. Broad St., Columbus, OH 43205

Ronny Varghese, DC Infrastructure and Operations, Department of Technology, Jerry Hammond Center, Suite No. # 300, 1111 E. Broad St., Columbus, OH 43205

**CONTRACTOR:** Jeremy O'Dette, Managing Partner, Cadenza, LLC., Suite No. # 160, 7965 North High Street, Columbus, OH 43235

7. **Contractor as an Independent Contractor**

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



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

**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.

15. **Severability**

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

16. **Assignment**

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. Notwithstanding the foregoing, either party may assign this Agreement to an affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. If Contractor assigns this Contract to a successor-in-interest to all or substantially all of its assets without the City's prior written consent, then the City may terminate this Contract without penalty within 30 days of notification of such assignment if the City is legally required to do so. 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: DEPARTMENT OF TECHNOLOGY (DOT)**

\_\_\_\_\_  
*H. Samuel Orth III* 12/18/18  
Signature Date

H. Samuel Orth III, Director/CIO, Department of Technology

**CONTRACTOR: CADENZA, LLC.**

\_\_\_\_\_  
*Jeremy O'Dette* 12/17/18  
Signature Date

*Jeremy O'Dette, Managing Partner*  
Printed Name and Title  
Federal ID Number: 26-4637349

Please list remit address below:

Cadenzza, LLC.  
7965 North High Street  
Columbus, OH 43235

# Not Needed

## CONTRACT SIGNATURE AFFIDAVIT

(Must be completed when the individual signing the Contract is NOT an officer or Member of the Company.)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that he/she is  
\_\_\_\_\_ of \_\_\_\_\_, a Corporation, LLC, or LLP organized and existing under and by  
(Title) (Company Name)

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: \_\_\_\_\_

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Software	\$ 383,525.40	\$ -	\$ -	\$ -	\$ -	\$ -
Hardware	\$ 578,960.20	\$ -	\$ -	\$ -	\$ -	\$ -
Software Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hardware Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software and Hardware Maintenance	\$ 287,278.12	\$ -	\$ -	\$ -	\$ -	\$ 475,548.52
Training	\$ 19,800.00	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services	\$ 261,470.00	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	\$ 1,531,033.72	\$ -	\$ -	\$ -	\$ -	\$ 475,548.52

\*\*\*NOTE 1: Costs listed are for line item totals and not for unit costs. For instance, row 6. The total cost for quantity 4 of QFX10008-REDUND is \$75,240. The charge for quantity 1 of QFX10008-REDUND is \$18,810.  
 \*\*\*NOTE 2: Costs for Appendix A - 3.2.3 reflect a one time trade in credit of \$100,000 for the two existing Firepower 4120 appliances. If the City elects to proceed with Appendix A they must sign over ownership of both Firepower 4120 appliances to Cadenza LLC

Appendix A - 3.2.1 Costs						
Type	#	Required Hardware Equipment	Description	Qty	Hardware Costs	5 Year Warranty and Support Cost
SW	7	QFX10008-PFL	QFX10000 Premium Feature License	4	\$ 48,000.00	\$
SHWM	8	SVC-ND-QFX10008	JNPR Care ND Supr QFX10008 Chassis	4		\$ 46,512.00
SHWM	9	SVC-ND-QFX10008	JNPR Care ND Supr QFX10008 Chassis	4		\$ 86,720.00
SHWM	10	SVC-ND-QFX10008	JNPR Care ND Supr QFX10008-50C	4		\$ 13,627.20
SW	12	QFX100-HDNSE-LIC	Advanced feature license for IS-IS, BGP, MPLS for QFX100-24Q and QFX100-96S	4	\$ 16,200.00	\$
SHWM	14	SVC-ND-QFX100S4	Juniper Care Next Day Support for QFX100-48S (5 Year)	4		\$ 10,346.88
SHWM	15	SVC-COR-QFX-HDNSE	JNPR Care Core Support for QFX100-HDNSE-LIC (5 Year)	4		\$ 2,203.20

Appendix A - 3.2.2 Costs						
Type	#	Required Hardware Equipment	Description	Qty	Hardware Costs	5 Year Warranty and Support Cost
SW	5	QFXSK-C2-PFL	QFXSK Class 2 Premium Feature License	4	\$ 28,800.00	\$
SHWM	6	SVC-COR-QFXSK-C2-P	Juniper Care Core Support for QFXSK-C2-PFL	4		\$ 7,833.60
SHWM	7	SVC-ND-QFXSK-64C	Juniper Care Next Day Support for QFXSK-64C	4		\$ 13,447.68
SW	12	QFXSK-C1-PFL	QFXSK Class 1 Premium Feature License	28	\$ 94,500.00	\$
SHWM	13	SVC-COR-QFXSK-C1-P	Juniper Care Core Support for QFXSK-C1-PFL	28		\$ 25,704.00
SHWM	14	SVC-ND-QFXSK-48T	Juniper Care Next Day Support for QFXSK-48T	28		\$ 59,404.80
SHWM	18	SVC-ND-EX4300749	Juniper Care Next Day Support for EX4300-48T (Includes 48T-DC, 48T-DC-ARI, 48T, 48T-ARI)	24		\$ 17,772.48

Appendix A - 3.2.3 Costs						
Type	#	Required Hardware Equipment	Description	Qty	Hardware Costs	5 Year Warranty and Support Cost
SW	4	SRX4100-ATP-BDN-5	Five year subscription for AppSecure, IPS(IDP), EWF, AV and S6VATP service on SRX4200	2	\$ 388,270.40	\$
SHWM	5	SVC-ND-SRX4100IE	JNPR CARE ND SUPT SRX4100-SYS-IE (5 Year)	2		\$ 46,956.00

Appendix A - 3.2.4 Costs						
Type	#	Required Hardware Equipment	Description	Qty	Hardware Costs	5 Year Warranty and Support Cost
SHWM	6	SVC-ND-EX4300749	Juniper Care Next Day Support for EX4300-48T (Includes 48T-DC, 48T-DC-ARI, 48T, 48T-ARI)	4		\$ 2,982.08

Appendix A - 3.2.5 Costs						
Type	#	Required Hardware Equipment	Description	Qty	Hardware Costs	5 Year Warranty and Support Cost
SW	1	JS-PLATFORM	ISA - Junos Space Network Management Platform 4 Cores; Perpetual; SUPPORT REQUIRED	2	\$ 3,300.00	\$
SW	2	JS-NEIDIR-25	ISA - Junos Space Network Director 25 Devices; Perpetual; SUPPORT REQUIRED; NO ADDIT	3	\$ 2,062.50	\$
SW	3	JS-SECIR-5	Juniper Junos Space Security Director - License - 5 Device - PC	1	\$ 390.00	\$
SHWM	4	SVC-SWA-S-PLATRM	Juniper Care Software Advantage for JS-PLATFORM	2		\$ 1,836.00
SHWM	5	SVC-SWA-S-ND-25	Juniper Care Software Advantage for JS-NEIDIR-25	3		\$ 1,683.00
SHWM	6	SVC-SWA-S-SD-05	Juniper Care Software Advantage - 5 Year - Service - 24 x 7 - Technical - Electronic Service	1		\$ 259.20
SW	7	S-CAE-25	Cloud Analytics Engine Solution License for 25 Devices; Perpetual	3	\$ 5,062.50	\$

Type	RFP Reference Number	Fixed \$ Rate	Completion Time (in Days)	(or)	Hourly \$ Rate	Total hours	Total Implementation Cost
P	Appendix B - 3.4.1			(or)	\$ 165.00	300	\$ 49,500.00
P							\$ -
P	Appendix B - 3.4.2.1			(or)	\$ 165.00	80	\$ 13,200.00
P	Appendix B - 3.4.2.2			(or)	\$ 165.00	400	\$ 66,000.00
P	Appendix B - 3.4.2.3			(or)	\$ 165.00	80	\$ 13,200.00
P	Appendix B - 3.4.2.4			(or)	\$ 165.00	216	\$ 35,640.00
P	Appendix B - 3.4.2.5			(or)	\$ 165.00	370	\$ 61,050.00
P				(or)			
T	Appendix B - 3.4.3			(or)	\$ 165.00	120	\$ 19,800.00
P	***Project Manager				\$ 110.00	208	\$ 22,880.00



**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

### **Certificate of Ohio Workers' Compensation**

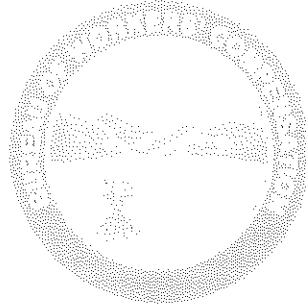
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are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

This certificate must be conspicuously posted.

Policy number and employer  
01579318

Period Specified Below  
07/01/2018 to 07/01/2019

CADENZA LLC  
1171 ELDERBERRY LOOP  
DELAWARE, OH 43015-5119



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

### **Ohio Bureau of Workers' Compensation**

#### **Required Posting**

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

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



**Bureau of Workers'  
Compensation**

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





## **Next Generation Firewall Migration Statement of Work**

### **1 - Firewall Rulebase Cleanup & Optimization**

1. Analysis of existing firewall rule base.
2. Optimization of existing rule base to remove unused rules, shadowing, and poorly placed rules from a performance perspective.
3. Implied permit security level analysis as required to translate packet forwarding behavior onto a zero trust firewall platform (Juniper SRX).
4. Review of existing configuration against best practices for security hardening and infrastructure availability as it relates to implementing like functionality on a Juniper SRX firewall.
5. Change implementation support as requested by client staff to optimize configuration and enhance logging behavior to support migration to a Juniper SRX firewall platform.

### **2 - Firewall Configuration Migration and Support**

1. Migration of existing firewall rule base up to 100,000 ACL entries, 20 security levels / interfaces across (2) ASA devices.
2. Configuration of Juniper SRX High Availability Features.
3. Security design and best practice adherence documentation for Internet edge implementation of (2) Juniper SRX 4100 firewalls.
4. Security design and best practice adherence documentation for implementation of Junos Space Security Director 18.x for management, logging, and threat mitigation.
5. Change implementation support (remote and on site) as required for full migration of existing ASA functionality on the Juniper SRX 4100 platform.
6. Migration of existing Ironport based web polices onto Juniper SRX Web Filtering platform.



### **3 - SRX Advanced Feature Deployment**

1. Implementation and tuning of Web Filtering on the Juniper SRX platform. Migration of existing SourceFire based Web Filtering ruleset.
2. Implementation and tuning of IPS on the Juniper SRX platform. Migration of existing SourceFire based IPS ruleset.
3. Implementation and tuning of Anti-Virus scanning on the Juniper SRX platform. Migration of existing SourceFire based Anti-Virus ruleset.
4. Implementation and tuning of User Based Firewalling on the Juniper SRX platform. Up to (5) user groups and (1) identity source.
5. Implementation and tuning of Sky Advanced Threat Prevention (ATP) on the Juniper SRX platform. Migration of existing SourceFire based Malware ruleset.

### **4 - Security & Infrastructure Consulting**

1. Post implementation 30 day review and recommendations for ongoing tuning, optimization, and analysis of client security infrastructure (legacy Cisco and refreshed Juniper).
2. Staff training per syllabus below.



## Junos Security Training Syllabus

### **Junos Security (1 Day)**

SRX Platform Introduction

Flow Module Deep Dive

Security Zones

Layer 4 Security Policy

Network Address Translation

IPSec Configuration

Logical Tunnels and Virtual Routers

### **Advanced Junos Security (1 Day)**

AppSecure

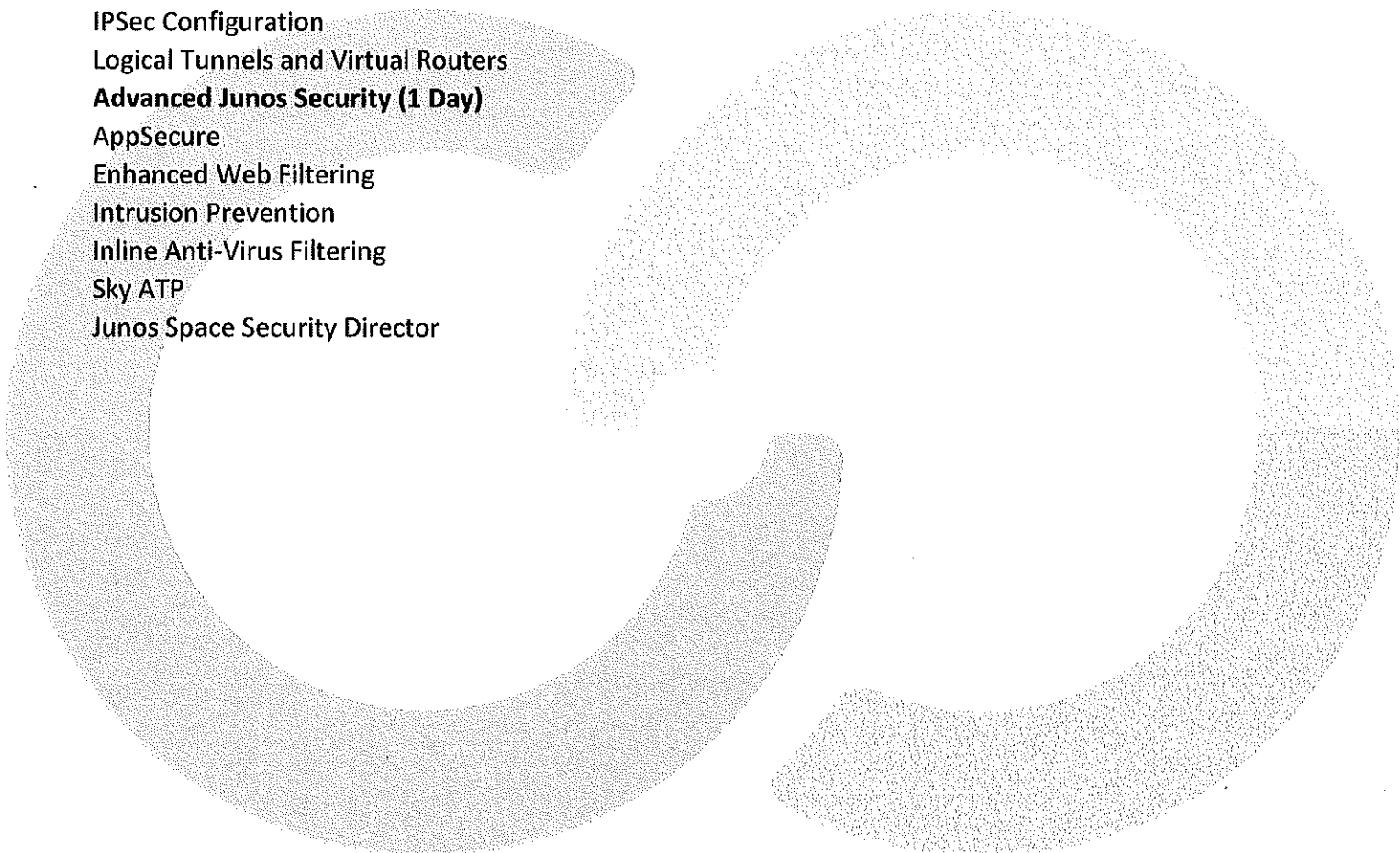
Enhanced Web Filtering

Intrusion Prevention

Inline Anti-Virus Filtering

Sky ATP

Junos Space Security Director



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