## CONTRACT

## FOR SERVICES OVER \$50,000

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

This Contract for Splunk software licensing, software implementation services, and training is entered into between Blue Apple Technologies, 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 Splunk software licensing, software implementation services, and training; and

WHEREAS, a formal solicitation RFQ018979 which closed 6/21/2021; and

WHEREAS, the Contractor has the necessary experience and expertise to complete; and

WHEREAS, this Contract is authorized by Ordinance No. 1894-2021, passed by Columbus City Council on July 22, 2021; 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. <u>Contract Term</u>

The term of this Contract shall be from July 21, 2021 to July 20, 2022. This Contract shall not automatically renew, however upon mutual agreement and authorized appropriation may be renewed for two additional one year terms.

## 2. <u>Maximum Obligation</u>

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed <u>\$237,924.50</u> unless additional funds are appropriated and authorized.

## 3. <u>Pricing and Scope of Services</u>

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. <u>Taxes</u>

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. <u>City's Contract Administrator/Contract Administration</u>

BILL WIGHT, IT SECURITY OFFICER, CISSP, GSEC 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:

BILL WIGHT, IT SECURITY OFFICER, CISSP, GSEC, DOT/SECURITY 1111 East Broad Street, Columbus, Ohio 43205 R.C. WHEELESS, BLUE APPLE TECHNOLOGIES, LLC, 752 North State Street Suite 161Westerville, OH 43082

## 7. <u>Contractor as an Independent Contractor</u>

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

## 8. <u>Applicable Law, Remedies</u>

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. <u>Payment/Invoice Submittal</u>

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: DOT/FISCAL OFFICE PO BOX 2949 COLUMBUS, OHIO 43216 OR DOTINVOICES@COLUMBUS.GOV

## 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. <u>Contract Termination</u>

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. <u>Nonexclusive Remedies</u>

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

## 13. <u>Survivorship</u>

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. <u>Save Harmless/Indemnification</u>

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. <u>Severability</u>

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. 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. <u>Authority to Bind</u>

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:

<b>Bodily Injury Lia</b>	bility:	Property Damage 1	Liability:
Each Person	\$500,000	Each Accident	\$500,000
Each Accident	\$1,000,000	All Accidents	\$1,000,000

#### 20. <u>Campaign Contributions</u>

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. <u>City Income Taxes</u>

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.

7/24/21

Date

#### 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** Bunuellithte

H. Samuel Orth, III Director/CIO

**CONTRACTOR** JULY 23, 2021 Signature Date

Please list remit address below: Blue Apple Technologies, LLC 752 North State St. - Suite 161 Westerville, OH 43082

01/22/2018

4

R.C. Wheeless - COO	
Printed Name and Title Federal ID Number: 20-1963069	
	CT SIGNATURE AFFIDAVIT ing 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 (Title) (Company Name)	, a Corporation, LLC, or LLP organized and existing under and by
virtue of the laws of the State of	, and having its principal office at
Affiant further says that he/she is familiar with the record	
(Company	
Affiant further says that(Name of Person Signing Contract)	is(Title)
Of the Company and is duly authorized to sign the Contra	act for :
For said Company by virtue of(State whether the provision of by-laws or a resolution of th	e Board of Directors. If resolution, give date of adoption.)
Signature of Affiant**	
<b>** AFFIANT MUST BE SOMEONE OTI</b>	HER THAN THE INDIVIDUAL SIGNING THE CONTRACT.**

Sworn to before me and subscribed in my presence this 01/22/2018

2310	day of	July	20 2/
5	•		

Unthe in for An

Notary Public

My Commission Expires: 01-13-2025



Christopher James Roebuck Notary Public, State of Ohio My Commission Expires 01-13-25



## **City of Columbus**

## Legislation Report

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

#### File Number: 1894-2021

Emergency				
File ID:	1894-2021	Туре:	Ordinance Status	Council Office for Signature
Version:	1 *C	ommittee:	Technology Committee	
File Name:	Department of Technology/S maintenance and support and	•		: 07/01/2021
			Final Action	:
Auditor Cert #:	ACPO006805	Auditor	When assigned an Auditor Certificate Nur Auditor, hereby certify that there is in the anticipate to come into the treasury, and n for any other purpose, the amount of mon hereon, to pay the within Ordinance.	treasury, or ot appropriated
Contact Name/No	.: S. Gussler/B. Angel/R.	Cook		

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 a contract with Blue Apple Technologies, LLC for the purchase of Splunk software licensing, software implementation services, and training at a cost of \$61,317.50 using the Enterprise System Upgrades-Security Project (P470075-10000) and for the purchase of Splunk software maintenance, support and professional services from the Department of Technology, Information Services Division, Information Services Operating Fund (\$176,607.00) for a total cost of \$237,924.50 and to declare an emergency (\$237,924.50).

#### Sponsors:

Attachments: RFQ018979 Splunk Award Letter 2021, SPLUNK BID

TAB RFQ018979, Copy of 1894-2021 Exp.xlsx

#### **History of Legislative File**

Ver.	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Columbus City Council	07/19/2021	Approved				Pass

**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 ordinance authorizes the Director of the Department of Technology (DoT) to enter into contract with Blue Apple Technologies, LLC for the purchase of Splunk software licensing, software implementation services, and training using the Enterprise System Upgrades-Security Project (P470075-10000) (\$61,317.50) and for the purchase of Splunk software maintenance, support and professional services from the Department of Technology, Information Services Division, Information Services Operating Fund (\$176,607.00) for a total cost of \$237,924.50

The Department of Technology uses Splunk software for continuous monitoring of computer systems for security and operational information and events, for after-the-fact investigation of computer system events and to meet compliance requirements for system auditing.

The Department published RFQ018979 for the purchase of Splunk software licensing, software implementation services, and training and in compliance with the requirements of Columbus City Codes, Chapter 329 and included two (2) options to renew. Two responses were received and after evaluation of both responses, award is made to Blue Apple Technologies, LLC as the lowest, most responsive bidder. The term of this agreement shall be from July 21, 2021 through July 20, 2022. This agreement is not subject to automatic renewal. However, upon mutual agreement, to include same pricing and terms and conditions as those set forth, the services may be continued for two additional one-year terms. Future renewals of this agreement shall require appropriation and authorization of funds by the Council of the City of Columbus solely in the event that the total annual expenditures under this contract exceed \$50,000.00. Otherwise, the appropriation and authorization of funds shall be processed through issuance of a Purchase Order certified by the City Auditor and approved by all parties having jurisdiction thereof.

**FISCAL IMPACT**: The funds for this expenditure have been identified and are available within the Department of Technology, Enterprise System Upgrades-Security Project (P470075-10000) (\$61,317.50) and the Department of Technology, Information Services Division, Information Services Operating Fund (\$176,607.00) for a total cost of \$237,924.50

**EMERGENCY**: Emergency designation is being requested to expedite authorization in order to initiate services from this supplier and to avoid lapsed services..

CONTRACT COMPLIANCE: Vendor Name: Blue Apple Technologies, LLC DA Vendor Acct. #:001102 Expiration Date 6/21/2023

#### Title

To authorize the Director of the Department of Technology (DoT) to enter into a contract with Blue Apple Technologies, LLC for the purchase of Splunk software licensing, software implementation services, and training at a cost of \$61,317.50 using the Enterprise System Upgrades-Security Project (P470075-10000) and for the purchase of Splunk software maintenance, support and professional services from the Department of Technology, Information Services Division, Information Services Operating Fund (\$176,607.00) for a total cost of \$237,924.50 and to declare an emergency (\$237,924.50). Body

WHEREAS, the DoT solicited bids publishing RFQ018979, receiving 2 responsive bids; and WHEREAS, the DoT determined Blue Apple Technologies, LLC offered the lowest, most responsive, responsible and best bid; and

WHEREAS, it is necessary to authorize the Director of the Department of Technology to enter into contract with Blue Apple Technologies, LLC for the purchase of Splunk software licensing, software implementation services, and training using the Enterprise System Upgrades-Security Project (P470075-10000) (\$61,317.50) and for the purchase of Splunk software maintenance, support and professional services from the Department of Technology, Information Services Division, Information Services Operating Fund (\$176,607.00) for a total cost of \$237,924.50; and

**WHEREAS**, The term of this agreement shall be from July 21, 2021 through July 20, 2022. This agreement is not subject to automatic renewal. However, upon mutual agreement, to include same pricing and terms and conditions as those set forth, the services may be continued for two additional one-year terms. Future renewals of this agreement shall require appropriation and authorization of funds by the Council of the City of Columbus solely in the event that the total annual expenditures under this contract exceed \$50,000.00. Otherwise, the appropriation and authorization of funds shall be processed through issuance of a Purchase Order certified by the City Auditor and approved by all parties having jurisdiction thereof; and

WHEREAS, an emergency exists in the usual daily operation of the Department of Technology in that it is immediately necessary to authorize the Department of Technology Director to enter into contract with Blue Apple Technologies, LLC for Splunk software license maintenance, support and professional services in order to avoid interruption in daily operations, thereby preserving the public health, peace, property, 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 be and is hereby authorized to enter into contract with Blue Apple Technologies, LLC for Splunk software license maintenance, support and professional services. The term period for the contract shall be 7/21/2021 to 7/20/2022, at a total cost of (\$237,924.50). Subject to mutual agreement and approval of the proper City authorities, this agreement can be renewed for two (2) additional one (1) year terms.

**SECTION 2**. That the expenditure of \$237,924.50, or so much thereof as may be necessary, is hereby authorized to be expended from: (See attachment: 1894-2021 EXP)

**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 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 5**. 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 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 nor vetoes the same.



30 W. Spring St. Columbus OH 43215-2256 Governor Mike DeWine Interim Administrator/CEO John Logue

www.bwc.ohio.gov 1-800-644-6292

04/19/2021 Date Mailed #BWNFVSQ

BLUE APPLE TECHNOLOGIES LLC BLUE APPLE TECHNOLOGIES 752 N STATE ST WESTERVILLE, OH 43082-9066

## **IMPORTANT DOCUMENT: REMOVE AND POST**

# $\bigcirc$ hio

#### Bureau of Workers' Compensation

30 W. Spring St. Columbus, OH 43215

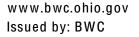
## Certificate of Ohio Workers' Compensation

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

This certificate must be conspicuously posted.

Policy number and employer 01625492

BLUE APPLE TECHNOLOGIES LLC BLUE APPLE TECHNOLOGIES 752 N STATE ST WESTERVILLE, OH 43082-9066

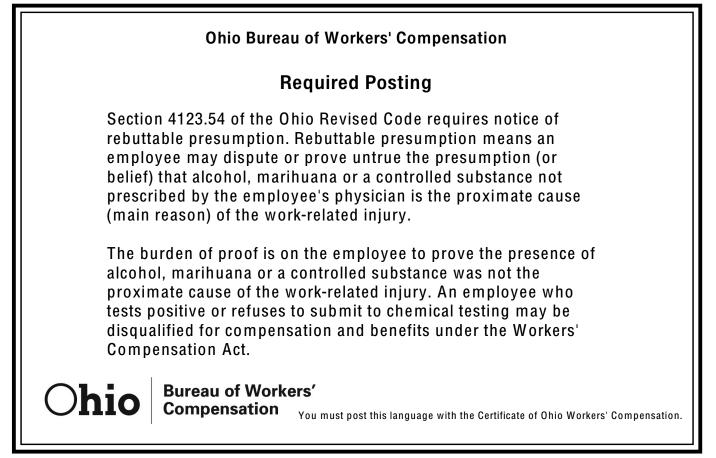


Period Specified Below 07/01/2021 to 07/01/2022

U To

Interim Administrator/CEO

You can reproduce this certificate as needed.



ACORD <sup>®</sup> CER	TIF	-IC	ATE OF LIA	BIL	ITY IN	ISURA	NCE		(MM/DD/YYYY) /23/2021
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endor	, cert	ain p	olicies may require an en						
PRODUCER	seme	iii(s)	<u>.</u>	CONTAG	ст				
SJ Andrews Agency			-	NAME: PHONE			FAX (A/C, No		
6653 Commerce Parkway STE T			-	<u>(A/C, No</u> E-MAIL			(A/C, No	):	
Dublin, Ohio 43017				ADDRES				1	
614-890-7788						SURER(S) AFFOR			NAIC #
INSURED						Insurance Co			
	<u> </u>						)		
Blue Apple Technologies, LL	.0				RC: Ohio BV	VC			
Leslyn Wheeless			-	INSURE	RD:				
100 E Campusview Blvd				INSURE	RE:				
Columbus, Ohio 43235				INSURE	RF:				<u> </u>
			ENUMBER:				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT	REME	NT, TERM OR CONDITION ( THE INSURANCE AFFORDE	OF ANY ED BY	' CONTRACT THE POLICIE	OR OTHER D	OCUMENT WITH RESPE	ЕСТ ТО И	WHICH THIS
INSR LTR TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIN	ITS	
GENERAL LIABILITY	INGR	WVD	T GETOT HOMBER				EACH OCCURRENCE	\$	1000000
COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100000
CLAIMS-MADE OCCUR							MED EXP (Any one person)	\$	10000
	x		MTK1553568E		02/15/2021	02/15/2022	PERSONAL & ADV INJURY	\$	1000000
					02/10/2021	02/10/2022		\$	2000000
							GENERAL AGGREGATE		2000000
							PRODUCTS - COMP/OP AGO	G \$ \$	2000000
POLICY PRO- JECT LOC							COMBINED SINGLE LIMIT		500000
							(Ea accident)	\$	500000
ANY AUTO			000745044	05/03/2021		BODILY INJURY (Per person)			
AUTOS AUTOS			992745641		05/03/2022	BODILY INJURY (Per acciden PROPERTY DAMAGE			
HIRED AUTOS							(Per accident)	\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE			n/a				AGGREGATE	\$	
DED RETENTION \$								\$	
WORKERS COMPENSATION							WC STATU- TORY LIMITS EF		
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	1				07/02/2022	E.L. EACH ACCIDENT	\$	1000000	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	] N/A 01		01625492			07/01/2021	E.L. DISEASE - EA EMPLOYE		1000000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMI		1000000
Professional Liability	MTK1553568E		MTK1553568E		02/15/2021	02/15/2022	\$1000000 Per Incident \$3000000 Aggregate		
			<u> </u>						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC The City of Columbus are to be named as connection with this aggreement.					-		ity arising directly or indi	rectly une	der or in
CERTIFICATE HOLDER				CANC					
City of Columbus 1111 East Broad Street Columbus, Ohio 43082 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
				AUTHORIZED REPRESENTATIVE					

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DEPARTMENT OF TECHNOLOGY

June 25, 2021

TO:	Sam Orth III, Director and CIO, Department of Technology
From:	Bill Wight, IT Security Officer
Through:	Ihab Tadros, Assistant Director, DoT
SUBJECT:	Award of RFQ018979 for Splunk Software and Services

The Department of Technology (DoT), through utilization of a Request for Proposals, received 2 bids in response to RFQ018979 for the purchase of Splunk Software Support and Services:

Bidder	Price
BLUE APPLE TECH	\$237,924.50
BROWN ENTERPRISE	\$251,825.00

The Department of Technology has reviewed the responses received and is recommending that award be made to Blue Apple Technologies at a cost of \$237,924.50.

Blue Apple Technologies is a Minority Business Enterprise registered with the City of Columbus. Certification expires July 3, 2023.

If you have any questions please contact Bill Wight (645-5390).

CC: Pamela O'Grady, Deputy Director, Department of Technology Richard Wagner, Deputy Director, Department of Technology

