THE CITY OF
COLUMBUS
ANDREW J. GINTHER, MAYOR

SOLICITATION NUMBER: RFQ022363

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR

IT AND CYBERSECURITY PRODUCTS AND SERVICES

By The
CITY OF COLUMBUS
DEPARTMENT OF TECHNOLOGY

The City of Columbus ("City") is soliciting statements of qualifications (SOQ) from qualified contractors to provide IT and Cybersecurity Products and Services. The IT and Cybersecurity Products and Services requested in this RFQ022363 are grouped into 7 related Areas:

Services Area A: Governance, Risk and Compliance Products and Services

Services Area B: IT Security Governance Assessment Services

Services Area C: Information System Inventory and Security Planning Services

Services Area D: Information System Security Assessment Services

Services Area E: IT Assessment Services

Services Area F: Cybersecurity Incident Response Services

Services Area G: As-Needed Supplemental Advanced Cybersecurity Services

Submit electronic SOQ by August 26, 2022 @ 1:00 PM to the City Bonfire System at
https://columbus.bonfirehub.com/opportunities/1405

No late Proposals will be accepted.

THE CITY OF
COLUMBUS
ANDREW J. GINTHER, MAYOR

IT AND CYBERSECURITY PRODUCTS AND SERVICES

Solicitation #:	RFQ022363
Document Title:	IT and Cybersecurity Products and Services
Notice of RFQ022363:	July 15, 2022
Written Questions Due:	July 29, 2022 @ 4:00 PM
Response to Questions:	August 5, 2022 @ 4:00 PM
Proposal Due:	August 26, 2022 @ 1:00 PM
Vendor Portal:	https://columbus.bonfirehub.com/opportunities/1405

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1.0   RFQ022363 INTRODUCTION

1.1   The City of Columbus ("City") intends to award a professional service contract to a highly qualified contractor to assure the City receives the highest quality consulting and services possible at fair and reasonable cost to the public.

1.2   DoT intends to conduct a selection process in an open and fair manner, to select a qualified contractor to award a Professional Service Contract through a Prequalification process utilizing Requests for Statements of Qualifications (RFQ022363) following the procedure contained herein and in conformance with requirements of Columbus City Code section 329.27 (Awarding Professional Service Contracts through Requests for Statements of Qualifications) and Title 39 (Minority and Female Business Enterprise).

2.0   BACKGROUND

2.1   The City of Columbus, Ohio, is the state capital, and the 14th largest city in the nation. Columbus proper has a population 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 8,000 employees.

2.2   The City of Columbus operates and is governed by its charter and is subject to the general laws of Ohio that are applicable to all cities. 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 Courts and Municipal Court Judges.

In addition to the elected officials and their administrative offices, a number of department heads within the City are appointed by the Mayor or by supporting

commissions. The Mayor's cabinet consists of the directors of the Departments of Finance and Management, Public Safety, Public Service, Technology, Human Resources, Civil Service, Development, Recreation and Parks, Public Health, Public Utilities, Building and Zoning Services, Office of Diversity and Inclusion, Education, Neighborhoods and the Inspector General.

Department and agency directors are authorized to regulate and govern their respective departments.

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

3.0   RFQ022363 DOCUMENTS

Document	Title	Description
Request for Statements of Qualifications	RFQ022363 IT and Cybersecurity Products and Services	This document
GRC Solution Specifications	RFQ022363 Attachment A - GRC	Governance, Risk and Compliance Products and Services
IT Assessment Example Questions	RFSAttachment B – IT Assessment	Example System Assessment Parameters and Gartner Categorization Framework

4.0   GENERAL DESCRIPTION OF PROJECT

4.1   **Project Objective and Overview:** The central objective of this project is to improve the City's position for effective management of IT investments and associated cybersecurity risks.

The City plans to conduct 7 projects towards the objective. Offerors are encouraged to suggest additions or deletions within their Understanding of the Project/Project Approach if they believe changes will better meet the objectives of the project.

Planned projects:

Project A: Governance, Risk and Compliance Project

Project B: IT Security Governance Assessment Project

Project C: Information System Inventory and Security Planning Project

Project D: Information System Security Assessment Project

Project E: IT Assessment Project

Project F: Cybersecurity Incident Response Management Project

Project G: Cyber-Risk Mitigation and As-Needed Cybersecurity Project(s)

4.2 **Project Background**: The City's IT portfolio is a decentralized, partially federated environment operated by elected officials and department directors. City information technology applications span multiple decades and include a mix of solutions from various OEM providers. The applications portfolio is comprised of legacy and modern solutions hosted both on-premises and by contracted hosting providers.

The City's IT operating environment consists of the following:

- ~ 30 Major departments, agencies and divisions
- ~ 8,500 total employees
- ~ 8,000 City workstations and laptops with Windows operating systems
- ~ 700 servers with Windows operating systems near 100% virtualization
- ~ 100 servers with Linux operating systems near 100% virtualization
- ~ 200 business systems
- ~ 100 IT services contracts
- ~ 4 ICS/SCADA networks
- ~ 55 infrastructure and security systems
  - Cisco and Juniper Networking & Data Connectivity
  - VMWare virtualization and HCI
  - Dell/EMC PowerScale Storage
  - VEEAM Backup & Recovery
  - Windows Active Directory
  - Windows SCCM client and server OS management and patching
  - Palo Alto firewall
  - McAfee anti-virus
  - Proofpoint email security
  - Splunk SIEM
- 5 Cisco and NEC telephony systems
- 2 data centers

4.2.1 Some of these IT services are mission-critical applications that must be available when needed. Missions supported by IT include:

- Public safety including Police and Fire first responders
- Public health
- Public utilities and services
- Critical infrastructure
- Financial management

4.2.2 Some City business processes and operations use IT systems to generate, store, process and transmit sensitive information. Examples of sensitive information include:

- Personal and confidential personal information
- Income tax return information including federal tax information

- Protected health information
- Payment card information
- Criminal justice information
- Operational technology and critical infrastructure records

4.2.3   Some City business processes and operations use IT systems to generate, store, process and transmit information subject to legal or regulatory mandates including:

- Ohio Revised Code 1347
- IRS 1075
- HIPAA
- PCI DSS
- CJIS Security Policy

4.2.4   The City's Department of Technology (DoT) provides optional use IT and telecommunications services to the City, including connectivity, client computing, infrastructure, platform and software as a service. It operates two data centers and a metropolitan area network.

The Security program within DoT manages security applications and provides continuous security monitoring and security incident response. The program facilitates response to various regulatory compliance requirements for DoT provided IT services.

4.3   **General Project Standards:** The city plans to follow guidance provided in publications from the National Institute of Standards and Technology (NIST) and the Center for Internet (CIS) Controls. Publications especially relevant for this project include:

- NIST Cybersecurity Framework – controls categorization
- NIST 800-53 – controls library
- NIST 800-53B – controls baselines
- CIS Controls – controls prioritization
- NIST 800-18 – security planning
- FIPS 199 – computer system security categorization.
- NIST 800-37 and NIST 800-39 – risk management
- NIST 800-137 – information security continuous monitoring

4.4   **Project A - Governance, Risk and Compliance Project:** The City plans to select, purchase, implement and apply a governance risk and compliance (GRC), or similar solution, to manage cybersecurity compliance and risk management practices including the tracking and management of computer systems and applications, cybersecurity requirements (at the system, business process and enterprise levels), cybersecurity controls (both planned and implemented), cybersecurity control testing and assessments, cybersecurity assessment findings, gaps and risks and actions to remediate gaps and risks.

4.4.1   The City plans to use the GRC solution to support the activities of RFQ022363 projects B, C, D and G.

4.4.2   DoT plans to manage administration of the GRC solution and use the GRC solution for ongoing management of DoT security planning, assessment and compliance management activities for DoT provided applications and supporting IT systems.

4.4.3   DoT plans to use the GRC solution to support optional use services to City departments and agencies for:

- Security planning, assessment and compliance management;
- Cybersecurity risk management;
- Supply Chain and Vendor risk management;
- Governance management.

4.4.4   DoT plans to integrate the GRC solution with its Cherwell TechDesk application to eliminate duplicate maintenance of shared data elements and with Spunk to provide system security categorizations to the SIEM.

4.4.5   A more detailed description for the GRC project is included in RFQ022363 Attachment A. However, Offerors are encouraged to suggest additions or deletions within their Understanding of the Project/Project Approach if they believe changes will better meet the objectives of the project.

4.5   **Project B – IT Security Governance Assessment Project:** The City plans to assess citywide IT security governance.

4.5.1   The City plans to use the GRC solution to manage the IT Security Governance Assessment and related information.

4.5.2   The IT Security Governance Assessment will serve as an assessment of the City's overall direction and control of its IT security and include assessment of: information security authority, leadership and other roles and responsibilities; information security program, strategies and planning; information security policies; legal and regulatory compliance; security awareness and training; personnel security; IT acquisition; etc.

4.5.3   The City plans to assess IT security governance at the citywide, department, agency and, in some cases, division level. Agency, department and divisional security governance assessments will include:

City Agencies:

1) City Council
2) City Treasurer's Office
3) City Auditor's Office
4) Income Tax Division
5) City Attorney's Office
6) Mayor's Office
7) Clerk of Courts
8) Municipal Court Judges

<u>City Departments and Divisions</u>:

9) Department of Building and Zoning Services
10) Civil Service Commission
11) Department of Development
12) Office of Diversity and Inclusion
13) Department of Education
14) Finance and Management
15) Human Resources Department
16) Inspector General
17) Department of Neighborhoods
18) Columbus Public Health
19) Department of Public Safety
20) Division of Fire
21) Division of Police
22) Division of Support Services
23) Public Service
24) Public Utilities
25) Division of Power
26) Division of Sanitary Sewerage
27) Division of Stormwater
28) Division of Water
29) Recreation and Parks Department
30) Department of Technology

4.5.4   The assessment information and resulting assessment reports will identify strengths and weaknesses, prioritize weaknesses based on risk and provide recommendations for corrective actions that may be necessary to remediate risk. Reports will:

- Summarize the overall state of City IT Security Governance
- Summarize the state of City IT Security Governance in each of the agencies, departments and divisions identified in RFQ022363 Section 4.5.3.
- Summarize the state of City IT Security Governance in context of each of the regulatory compliance requirements listed in RFQ022363 Section

4.6   **Project C – Information System Inventory and Security Planning Project:** The City plans to conduct a comprehensive inventory of City information systems and to record common security relevant information for each system.

4.6.1   The City plans to use the GRC solution to manage the Information System Inventory and Security Planning and related information.

4.6.2   The City plans to conduct a comprehensive inventory of City information systems, including those externally hosted.

4.6.3   The City plans to create system security plans for each system and to populate them with information relevant to system security. The security plans will be based on elements of *NIST 800-18 Guide for Developing Security Plans for Federal Information Systems*. For each system, security plans will identify:

- Security roles
- Security categorization
- Legal or regulatory requirements
- Business purpose
- Component inventory
- Interconnections

4.7 **Project D – Information System Security Assessment Project:** The City plans to perform security assessments on the <u>subset of information systems</u> identified in Project C that were determined to be moderate impact systems, including those that are:

- Public facing
- Critical to city operations, whether business application or IT support system
- Subject to regulatory compliance due to the data stored, processed or transmitted

4.7.1   The City plans to use the GRC solution implemented in Project A to manage the information system security assessment and related information.

4.7.2   The information system security assessment will focus on threats introduced by actions, both accidental and malicious, of actors, both internal and external, that may lead to unauthorized exposure or destruction of city computer systems and data.

4.7.3   Where a system is subject to a compliance mandate with an explicit listing of required controls (e.g. IRS 1075, PCI DSS), the system will be assessed against those compliance control requirements.

In all other cases the system will be assessed against NIST 800-53B moderate-impact baseline controls. Some tailoring of the baseline may be acceptable. These controls baselines will be included in the security plans for the systems.

4.7.4   The information system security assessment will include penetration testing. The

4.7.5   information system security assessment will include assessment of third party contracts for terms and conditions that adequately protect City data.

4.7.6   The information system security assessment will satisfy regulatory requirements listed in RFQ022363 Section 4.2.3.

4.7.7   The assessment information and resulting assessment reports will identify strengths and weaknesses, prioritize weaknesses based on risk and provide recommendations for corrective actions that may be necessary to remediate risk. Reports will identify patterns where standardization and common controls would be most effective.

4.8 **Project E – IT Assessment Project:** The City plans to assess the IT systems identified in Project C to gain insights regarding the current and future efficacy of IT systems.

The IT assessment will focus on opportunities for greater return on value in systems planning and deployment, e.g. enterprise architecture. The assessment should include a review of system use, technical condition, staff resources and processes. The Gartner X-as-a-service (XaaS) framework should be used to categorize the system type. The components of the above, among others, along with the Gartner XaaS model are included as examples in RFQ022363 Attachment B.

4.9   **Project F – Cybersecurity Incident Response Management Project:** The City plans to ensure it is prepared for legal reporting and handling, cyber forensics and crisis communications management in the event of a breach incident where data or sensitive information has been compromised.

4.10   **Project G – Cyber-Risk Mitigation and As-Needed Cybersecurity Project(s):**

4.10.1   The City plans to respond to the results of the IT Security Governance Assessment performed with Project B and the Information System Security Assessment performed with Project D by taking corrective actions to implement or strengthen missing or ineffective management, operational and technical controls.

4.10.2   The City plans to use the GRC solution to track and manage the Cyber-Risk Mitigation and related information.

4.10.3   The City plans to ensure it is prepared to respond to unplanned cybersecurity projects.

5.0   PROJECT NEEDS AND REQUIREMENTS

5.1   **Requirements Overview:** The City seeks additional expertise and capacity to perform the planned Projects A, B, C, D, E and F and requires a professional contractor able to perform all aspects of the projects including overall program management, project planning and management, assessment and remediation of risks.

Offerors are encouraged to suggest additions or deletions within their Understanding of the Project/Project Approach if they believe changes will better meet the objectives of the project.

Planned projects:

Services Area A: Governance, Risk and Compliance Products and Services

Services Area B: IT Security Governance Assessment Services

Services Area C: Information System Inventory and Security Planning Services

Services Area D: Information System Security Assessment Services

Services Area E: IT Assessment Services

Services Area F: Cybersecurity Incident Response Services

Services Area G: As-Needed Supplemental Advanced Cybersecurity Services

Offerors should have existing bench strength of candidate staff for the roles the City requires including the ability to organize, engage and manage the work described herein.

5.2   **Security Requirements:** The purpose of these Projects is the protection and maintenance of City critical IT infrastructure against cyber-based attack, interference, and/or sabotage. Infrastructure and security records collected, reviewed and generated during execution of these Projects are sensitive and could be used by threat actors in attacks against the City critical IT infrastructure.

5.2.1   The contractor must take adequate measures to protect the confidentiality of City infrastructure and security records, including limiting access to those with a need to know, labeling of work products appropriately and securing transmission of sensitive records.

5.2.2   The contractor must possess and apply a detailed understanding of regulatory requirements listed in RFQ022363 Section 4.2.3.

5.2.3   The contractor personnel will be required to sign a nondisclosure agreement.

5.2.4   The contractor personnel will be required to submit a background check, perhaps to include FBI/BCI, and may be barred from working based on City projects the results of the background check.

5.3   **Program Manager:** The City requires a contractor to manage and coordinate the overall program of 7 planned projects.

This role requires:

- Five (5) years of relevant experience
- PMP or another comparable program/project management credentials
- CISSP or comparable security certification is preferable

5.4   **Services Area A – Governance, Risk and Compliance Products and Services:** The City requires a contractor capable performing Project A – Governance, Risk and Compliance Products and Services described in RFQ022363 Section 4.4.

5.4.1   The City requires a contractor to plan, manage and coordinate the Governance, Risk and Compliance Project.

5.4.2   The City requires a contractor to assist the City in assessing requirements and evaluating GRC solutions (the City will select the GRC solution).

5.4.3   The City requires purchase of the selected GRC solution through the contracted firm based on established list price less discount rates.

5.4.4   The City requires a contractor to provide a turnkey GRC solution, including planning, training and implementation and integrations.

5.5 **Services Area B – IT Security Governance Assessment Services:** The City requires a contractor capable performing Project B – the IT Security Governance Assessment described in RFQ022363 Section 4.5.

5.5.1 The City requires a contractor to plan, manage and coordinate the IT Security Governance Assessment Project.

5.5.2 The City requires a contractor to assess IT security governance citywide and for each of the 30 departments, agencies and divisions listed in RFQ022363 Section 4.5.3.

5.5.3 The City requires a contractor to populate the GRC solution implemented in Project A with the assessed controls and assessment results.

5.5.4 The City requires a contractor to develop and deliver assessment reports described in RFQ022363 Section 4.5.4. The City requires that the reports be developed, to the greatest extent possible, within the GRC solution. If supplemental report documents are created outside the GRC solution, they should use dashboards and measures from the GRC solution.

5.6 **Services Area C – Information System Inventory and Security Planning Services:** The City requires a contractor capable performing Project C, the Information System Inventory and Security Planning described in RFQ022363 Section 4.6.

5.6.1 The City requires a contractor to plan, manage and coordinate the Information System Inventory and Security Planning Project.

5.6.2 The City requires a contractor to conduct a comprehensive inventory of City information systems, including those externally hosted.

5.6.3 The City requires a contractor to conduct interviews and create system security plans for each system and to populate them with information relevant to system security, including:

- Security roles, including system, business, and data owners
- Security categorization, categorization rationale
- Security control requirements baseline
- Legal or regulatory requirements
- Business purpose
- Component inventory (may be done during Services Area D)
- Interconnections (may be done during Services Area D)

5.6.4 The City requires that the system inventory and associated security plans be developed, to the greatest extent possible, within the GRC solution implemented in Project A.

5.7 **Services Area D – Information System Security Assessment Services:** The City requires a contractor capable of performing Project D, the Information System Security Assessment Services described in RFQ022363 Section 4.7.

5.7.1   The City requires a contractor to plan, manage and coordinate the Information System Security Assessment Project.

5.7.2   The City requires a contractor to perform penetration testing as part of the security assessment.

5.7.3   The City requires a contractor to assess contracts with third parties providing information systems services for terms and conditions that adequately protect city data.

5.7.4   The City requires a contractor to populate the GRC solution implemented in Project A with the assessment information.

5.7.5   The City requires a contractor to develop and deliver assessment reports described in RFQ022363 Section 4.7.7. The City requires that the reports be developed, to the greatest extent possible, within the GRC solution. If supplemental report documents are created outside the GRC solution, they should use dashboards and measures from the GRC solution.

5.8   **Services Area E – IT Assessment Services:** The City requires a contractor capable of performing Project E, the IT Assessment Services described in RFQ022363 Section 4.8.

5.8.1   The City requires a contractor to plan, manage and coordinate the Information System Security Assessment Project.

5.8.2   The City requires a contractor to review each system's use, technical condition, staff resources and processes and catalog the system type using the Gartner X-as-a-service (XaaS) framework.

5.8.3   The City requires a contractor to develop reports that identify opportunities for greater return on value in systems planning and deployment, e.g. enterprise architecture.

5.9   **Services Area F – Cybersecurity Incident Response Services:** The City requires a contractor capable of performing Project F, the Cybersecurity Incident Response Management Project described in RFQ022363 Section 4.9.

5.10   **Services Area G – As-Needed Supplemental Advanced Cybersecurity Services:** The City requires a contractor capable of providing both a broad range and a sufficient capacity of security expertise necessary to perform Project G, Cyber-Risk Mitigation described in RFQ022363 Section 4.10 and potential cybersecurity projects not mentioned in this RFQ022363.

The City anticipates requiring support from specialists in the following areas:

5.10.1   **Cybersecurity Project Manager(s):** Cybersecurity Project Managers work with a project team to oversee implementation of security projects. Using a combination of project management skills and security knowledge they coordinate the security project through progressive phases, with a goal of project completion within specified time and budget constraints.

Cybersecurity Project Managers understand project goals and develop project plans, schedules and assign responsibilities to achieve them, identify project risks and mitigation strategies, organize and conduct meetings to discuss project goals, milestones, tasks and progress, coordinate tasks and resources, issue status reports to stakeholders, track project performance and schedule adherence.

This role requires:

- Five (5) years of relevant experience
- PMP or another comparable program/project management credentials

5.10.2 **Senior Cybersecurity Engineers:** Senior Cybersecurity Engineers implement and monitor security measures for the protection of computer systems, networks and data. They identify and define computer system security requirements, design computer security architecture, develop detailed cybersecurity designs, prepare and document standards and operating procedures, configure and troubleshoot infrastructure and security devices and systems, automate repeatable tasks, produce reports on assessment-based findings and recommendations.

This role requires:

- Ten (10) years of relevant experience
- BA/BS degree and/or relevant technical certifications

5.10.3 **Senior Cybersecurity Managers:** Senior Cybersecurity Managers are responsible for ensuring an organization is providing reasonable and appropriate measures to protect computer systems, networks and data and for monitoring cybersecurity related risks for the organization. They understand legal and regulatory requirements and develop and implement security policies, standards and procedures to protect computer systems, networks and data.

This role requires:

- Ten (10) years of relevant experience
- BA/BS degree and/or relevant certifications

5.10.4 **Senior, Mid-Level and Junior Cybersecurity Analysts:** Cybersecurity Analysts, depending on their experience level, are responsible for planning and implementing security measures and operating security tools to protect computer systems, networks and data. They monitor threats and sources of threat intelligence and research security technology solutions.
This role requires:

- Ten (10) years of relevant experience for a Senior Cybersecurity Analyst
- Four (4) years of relevant experience for a Mid-Level Cybersecurity Analyst
- One (1) year of relevant experience for a Junior Cybersecurity Analyst
- Relevant certifications

5.10.5   **PCI QSA:** Qualified Security Assessor (QSA) companies are independent security organizations that have been qualified by the PCI Security Standards Council to validate an entity's adherence to PCI DSS. QSA Employees are individuals who are employed by a QSA Company and have satisfied and continue to satisfy all QSA Requirements.

- Two (2) years of experience
- PCI QSA credentials

5.10.6   **Exploitation Analyst:** Exploitation Analysts identify gaps and weaknesses and test for exploitability; leverage authorized resources and analytic techniques to penetrate targeted networks and systems.

1. Three (3) years of experience with exploitation of computer system vulnerabilities
2. GPEN, CEH, CompTIA PenTest+ or another comparable exploitation analyst/penetration tester credentials

5.10.7   **Expertise:** The City anticipates requiring expertise in:

- Compliance, governance and risk management
- Legal issues and cyber law
- Information system acquisition issues, vendor and supply chain risk management
- Contract terms and conditions for data protection
- Security policies, procedures, standards, etc.
- Cybersecurity personnel, training and education requirements
- Security incident and breach response planning, training and testing
- Security architecture assessment, planning and implementation
- Hardening the City's IT operating environment described in 4.2

5.10.8   The City requires a contractor to use the GRC solution to track and manage Cyber-Risk Mitigation activities and related information from Project G.

6.0   COST STRUCTURE

Cost will not be an evaluation criteria in identifying the highest qualified Offerors for further consideration (Sections 13.3 – 13.5). Cost will be included in Technical Proposals (Section 13.6) and a factor in ranking remaining Offerors based upon the quality and feasibility of their proposals (Section 13.7).

7.0   MINIMUM QUALIFICATIONS

7.1   The IT and Cybersecurity Products and Services contract firm shall have conducted at least 3 projects similar in size and scope within the last 5 years.

7.2   The IT and Cybersecurity Products and Services contract Program Manager shall be a certified Project Manager and demonstrate at least 5 years of experience managing projects similar in size and scope.

8.0   **TERM OF AGREEMENT**

The term of this agreement shall be one (1) year from the date of a purchase order. 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 four (4) additional one-year terms.

9.0   **EQUAL OPPORTUNITY CLAUSE**

9.1   The contractor/vendor/bidder will not unlawfully 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.

9.2   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.

9.3   It is the policy of the City of Columbus that business concerns independently owned, operated, and controlled by MBE/WBEs shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the City.

9.4   The contractor shall permit access to any relevant and pertinent reports and documents by the Office of Diversity and Inclusion Director for the sole purpose of verifying compliance with this Title 39 and the Office of Diversity and Inclusion regulations. All such materials provided to the Office of Diversity and Inclusion Director by the contractor shall be considered confidential.

9.5   The contractor will not obstruct or hinder the Office of Diversity and Inclusion 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.

9.6   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.

9.7   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.

9.8   Failure or refusal of a contractor or subcontractor to comply with the provisions of Title 39 may result in cancellation of this contract.

10.0 PUBLIC NATURE OF PROPOSAL MATERIAL

10.1 All correspondence with the City including responses to this RFQ022363 will become

the

property of the City.
conclusion of the selection process. All submittals will be regarded as public information

10.2 With the exception to the extent permitted by law, of those parts of each submittal which
are defined by the Consultant as business or trade secrets and plainly marked as a
"trade secret," "confidential" or "proprietary".

The entire SOP may not be marked as trade secrets.

11.0 QUESTIONS AND ANSWERS

11.1 The City will accept questions from Offerors in order to enable accurate communication
with respect to this RFQ022363, to provide Offerors the opportunity to seek clarification
on matters pertaining to the RFQ022363 and to enhance the Offerors' understanding of
the City's request.

11.1.1 Written questions must be submitted via the Bonfire System
https://columbus.bonfirehub.com/opportunities/1405. The deadline for
submission of questions is July 29, 2022 by no later that 4:00 PM

11.1.2 Written responses to any interpretations of questions, which in the opinion of the
City require clarifications, will be prepared by the City of Columbus and published
at the link noted above. Responses will be posted on the RFQ022363 on Vendor
Services in accordance with the dates stated in the timeline. This will ensure
accurate, consistent responses are provided to all potential Offerors.

12.0 RESPONSE INSTRUCTIONS

12.1 SOCs shall be uploaded to the Bonfire website at
https://columbus.bonfirehub.com/opportunities/1405.

Proposals will be received by the City until August 26,2022 @ 1:00 PM
No hard copy proposals will be received nor considered.

Late submittals will not be accepted.

12.2 Responses to this RFQ022363 shall

12.2.1 Clear, concise and aligned be with the planned projects described RFQ022363
Section 4 and City requirements described in RFQ022363 Section 5.

12.2.2 Labeled with the RFQ022363 number and name;

12.2.3 Provided in searchable PDF format;

12.2.4 Formatted for letter-size (8.5" x 11") paper with a minimum of 1 inch margins;

12.2.5   An easily readable font (e.g. Arial, Times New Roman) no smaller than 11 point

12.2.6   Consecutively numbered at the bottom of each page and correspond to a table of contents.

12.2.7   No more than twenty-five (25) total pages of information (e.g. text, graphics, etc.). A 'page' is one side of a sheet of paper with text, graphics, etc. If only one side of a sheet of paper has text, graphics, etc., then that is one page. If both sides of a sheet of paper have text, that is two pages. Front and back covers, an optional 1-page cover letter, the table of contents and optional glossary will not count against page count. No appendices or additional information is acceptable.

12.3   Responses to this RFQ022363 must address each of the following subjects in the order specified below, using the headings provided or the proposal may be rejected. These elements correspond to the evaluation criteria noted in RFQ022363 Section 13. Note that page breaks are not required between sections; however, section tab dividers will not be counted against the page total unless they contain text other than that necessary to identify the section.

     Section A: Understanding of the Project/Project Approach

                          Present the contractor's understanding of the scope and challenges of the planned projects.

                          Briefly describe the proposed approach for performing the services requested in this RFQ022363. Description may reference examples of past success with the proposed approach on similar projects.

     Section B: Competence to Perform the Required Services

                          Describe their contractor's history, core business competencies and why the contractor is a good fit for the services required in this RFQ022363.

                          Program Manager: Present the Program Manager's:
- Name
- Classification title
- Education
- Credentials and certifications
- Years of experience
- Work responsibilities
- Description of experience on similar projects
- Whether an employee or sub-contractor

                          Anticipated Project Team: Identify members of the anticipated project team and, for each, present their:
- Name
- Classification title
- Education
- Credentials and certifications
- Years of experience

- Work responsibilities
- Description of experience on similar projects
- Whether an employee or sub-contractor

Financial Stability
Vendor shall provide documentation of financial responsibility, financial stability, and sufficient financial resources to provide the scope of services to the City in the volume projected and within the time frames required. This documentation may take the form of:

1. A letter of credit or reference from a bank or other financial institution;
2. An insurance policy or bond;
3. Audited cash flow and balance sheet statements; or
4. A satisfactory credit rating from a reputable credit rating agency.

Optional Competence Statement
If not sufficiently depicted with requested information, the Offeror may provide additional description of their expertise and experience with performing the required services to perform the services requested in this RFQ022363.

Section C: Ability to Perform the Required Services

Program Manager: Present the Program Manager's availability indicated as:
- Hours per week on average
- A high level calendar depicting period of availability and unavailability

Anticipated Project Team: For each member of the anticipated project team, present availability indicated as:
- Hours per week on average
- A high level calendar depicting period of availability and unavailability

Total Personnel of Contractor: Present counts of the contractor's total personnel including counts of:
- Managers and Administrators
- Risk Analysts
- Project Managers
- Cybersecurity Architects
- Other Subject Matter Experts
- Others

Staff Turnover: Describe contractor turnover over the past 3 years (2019, 2020 and 2021). Describe the contractor's strategy to deal with turnover of staff as it relates to providing service to clients if the assigned personnel for a project departed during the project's timeline.

Sub-contractors: Describe the contractor's strategy for using sub-contractors.

Optional Ability Statement
If not sufficiently depicted from requested information, the Offeror may provide additional description of their capacity and availability to perform the services requested in this RFQ022363.

Section D: Past Performance

Relevant Work History: Describe the contractor's experience and work history providing services for projects with similar scope and complexity to this RFQ022363 over the past five (5) years.

The selected projects should only include those which involved project manager and/or other anticipated personnel (identified in Section A).

Include:
- Project Type (e.g. cybersecurity assessment, risk assessment, IT assessment, vulnerability remediation, GRC implementation, etc.)
- Years Services Provided
- Project Budget
- Description of work performed
- Name(s) of anticipated staff involved in project
- Client & Contact Information, include:
  - Client name
  - Client Address
  - Client contact name
  - Client contact title
  - Client contact telephone number
  - Client contact email address

References: While the City may contact any/all of the clients listed in the contractor's Relevant Work History, identify at least 4 clients as best references for the services requested in this RFQ022363.

Section E: Rate Sheet

Provide a labor classification rate sheet describing each of the contractor's labor classifications, including the project manager and/or other anticipated personnel (identified in Section A):
- Classification title
- Typical responsibilities
- Minimum education
- Training and certifications
- Average years of experience
- Hourly Rate for 1 hour
- Hourly Rate for 40 hours
- Hourly Rate for 160 hours
- Whether an employee or sub-contractor

12.4   There is no fee associated with the SOQ submission. However, any costs incurred relating to the submission process are the sole responsibility of the party supplying the response.

12.5   The Offeror agrees that no information will be disclosed to third parties or published in case studies, advertisements, white papers, customer testimonials, etc. without the express written consent of the City.

12.6   By the act of submitting a response to this RFQ022363, Offerors are deemed to have acknowledged and agreed to the conditions set forth in this RFQ022363.

13.0   SELECTION PROCESS

13.1   Selection of professional services for this work shall conform to all applicable requirements of Columbus City Codes, 1959, particularly Section 329.27 thereof.

13.2   All Offerors, and all subcontract entities proposed, shall have City of Columbus Contract Compliance Certificate Numbers (CCCN's). Offerors shall provide a listing of CCCN's for themselves and their proposed sub-contractors on the Qualification Questionnaire or shall include completed applications for certification. Applications for certification are available from on the City's Vendor Services website at vendorservices.columbus.gov.

13.3   The Department of Technology will form an evaluation committee to evaluate SOQs received. The committee will consist of an odd number of members, no less than three (3), selected from the department and other City departments and agencies. Representatives on the committee will be determined at a later date.

13.4   The committee will evaluate all SOQs based on the following criteria:

13.4.1   The approach proposed by the Offeror to perform the required service as indicated by the Offeror's understanding of the City's needs and feasibility. [25 points]

13.4.2   The competence of the Offeror to perform the required service as indicated by the Offeror's core competencies and the technical training, education and experience of the Offeror's personnel who would be assigned to perform the work. [20 points]

13.4.3   The ability of the Offeror to perform the required service competently and expeditiously as indicated by the Offeror's workload and the availability of necessary personnel, equipment and facilities. [20 points]

13.4.4   Past performance of the Offeror as reflected by the evaluations of the City agency, other City agencies and other previous clients of the Offeror with respect to such factors as quality of work, success in controlling costs, and success in meeting deadlines. [25 points]

13.4.5   The efficiency and clarity of the description of the Offeror's response and its alignment with this RFQ022363. [5 points]

13.4.6   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. [5 points]

13.5.   On the basis of these evaluations, the committee will select 3 or more of the highest qualified Offerors for further consideration. If the committee received less than 3 SOQs, or determines that fewer than 3 Offerors are qualified to perform the required service, then the committee may select less than 3 Offerors for further consideration, or cancel the selection process.

13.6   The committee request and evaluate presentations of technical proposals and oral interviews for all Offerors selected for further consideration.

13.6.1   The committee will request that all Offerors selected for further consideration make a presentation to the committee to elaborate upon their technical proposals, statements of qualifications, and/or any other pertinent information.

13.6.2   The committee will request that all Offerors selected for further consideration participate in oral interviews of key staff identified in the SOQ.

13.7   The committee will rank all remaining Offerors based upon the quality and feasibility of their presented proposals and oral interviews. Individual committee member evaluations will be combined into a consensus evaluation.

The committee will submit its consensus evaluation to the Department of Technology Director for review. The director will have discretion consistent with appropriate departmental and/or citywide administrative rules in selecting the Offeror with which to enter into contract negotiations.

The Department of Technology 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, negotiations with this Offeror will be terminated, and the department will enter into contract negotiations with another Offeror as selected by the director. This process will continue until a contract is successfully negotiated. If the department is unable to successfully negotiate a contract with any of the contractors, it may cancel the selection process.

13.8   Once a contractor has been selected, the selected contractor will submit a project plan and statement of work for approval by the director. Once approved a standard City contract will be prepared for review the contractor. Once accepted by the contractor, and approved by ordinance of City council, the department will issue purchase orders for

statements of work issued against this RFQ022363 purchased via separate purchase orders for each statement of work over the duration of the resultant professional services contract.

GOVERNANCE, RISK AND COMPLIANCE PRODUCTS AND SERVICES
IT AND CYBERSECURITY PRODUCTS AND SERVICES

1.0   DESCRIPTION OF THE PROJECT

1.1   **Project Objective:** The City of Columbus ("City") plans to select, purchase and implement a governance risk and compliance (GRC) or similar solution to support the tracking and management of computer systems and applications, cybersecurity requirements (at the system, business process and enterprise levels), cybersecurity controls (both planned and implemented), cybersecurity controls assessments and results, cybersecurity risks, planned actions to remediate risks and the inter-relationship between all elements.

1.1.1   The Department of Technology (DoT) will manage administration of the GRC solution.

1.1.2   DoT will use the GRC solution to automate and centrally manage all department security planning, assessment and compliance management activities for department provided applications and supporting IT systems, including the management of department scoped governance.

1.1.3   DoT will use the GRC solution to offer optional use service offerings to City departments and agencies for:

- Security Planning, Assessment and Compliance Management
- Cybersecurity risk management
- Vendor risk management
- Governance management

1.1.4   The City will use the GRC solution to automate and manage activities described in the IT and Cybersecurity Products and Services RFQ022363.

1.2   **Security Planning, Assessment and Compliance Management:** The City plans to use the GRC solution to support security planning and tracking compliance with legal, regulatory and self-determined cybersecurity requirements baselines.

The City plans to use the GRC solution to plan, model and view the relationships between applications, cybersecurity controls requirements and cybersecurity controls implementations. The City plans to use the GRC to support security planning and act the system of record for assigning security controls to applications, managing the assessment and/or testing of assigned controls, tracking and reporting the assessed status of those controls for sharing with system owners, authorizing officials or 3rd party auditors and assigning, tracking and managing mitigation activities.

The City plans to use the GRC solution to:

1.2.1   Catalog and categorize IT dependent business processes and applications;

1.2.2   Map the relationship of applications to business processes;

1.2.3 Define multiple cybersecurity controls requirements baselines (controls baselines) and assign them to applications and business processes. Baseline definitions include:

1. IRS 1075
2. PCI DSS
3. HIPAA
4. CJIS
5. NIST 800-53B Moderate impact baselines
6. NIST 800-53B Low impact baselines

1.2.4 Map the relationship of controls baselines to applications and business processes;

1.2.5 Manage a cybersecurity controls library that:

- Describes the implementation status (e.g. planned, partially implemented, implemented, tested)
- Describes the implementation
- Describes the scope of the implementation (e.g. system, business process, citywide)
- Stores links to or evidence of implementation (e.g. policies, procedures, diagrams, etc.)
- Eliminates redundant control management (i.e. edit once and all baselines using control reflect the updated)

1.2.6 Map the relationship of cybersecurity controls to controls baselines;

1.2.7 Plan and manage controls assessments at the scope and frequency determined by the City;

1.2.8 Automate multi-level review and approval workflows for control tests, findings, exceptions and mitigation plans;

1.2.9 Serve as the system of record for plans of action and milestones through the assignment, tracking and reporting of deficiencies and mitigation efforts;

1.2.10 Allow findings owners to accept risk (via an exception request) or mitigate risk (via a mitigation plan);

1.2.11 Relate exception requests and mitigation plans to an owner or group;

1.2.12 Automate workflow for collecting updates from control and mitigation plan owners;

1.2.13 Automatically send reminders to owners of findings, exceptions and mitigation plans with real-time views into the status of their owned items;

1.2.14 Escalate or re-assign as due dates approach or are passed;

1.2.15   Manage exceptions for risks or findings that cannot or will not be remediated, including the exception process, including requests, approvals and expirations;

1.2.16   Provide real-time visibility into control implementation status, testing status, control gaps and mitigation plan statuses;

1.2.17   Provide compliance reporting at business process and application levels by leveraging the mapped relationships between business processes, applications, controls baselines and controls library.

1.3   **Cybersecurity Risk Management:** The City plans to use the GRC solution to support risk assessment and management. The City plans to use the GRC solution to:

1.3.1   Modify out-of-the-box risk assessment methodology and scoring to conduct risk assessments tailored to the City's risk program;

1.3.2   Conduct inherent and residual risk assessments to proactively identify risks related to applications and business processes;

1.3.3   Generate findings for risk assessment responses that represent risk;

1.3.4   Map relationships between risks and cybersecurity controls, application and business processes;

1.3.5   Determine financial impact and probabilities based on risk tolerances;

1.3.6   Support calculating and scoring risk according to NIST Cybersecurity Framework (CSF) and other common risk frameworks;

1.3.7   View risk assessment findings by application, business unit, business process, or other relevant perspective;

1.3.8   Assign ownership, categorize, and relate risks to processes, controls and other elements;

1.3.9   Configure multi-level sign-offs on risk assessments, mitigation plans, and other key processes;

1.3.10   Develop remediation plans and assign risk findings and tasks for appropriate risk response and remediation;

1.3.11   Notify relevant contacts of findings or risks requiring their engagement;

1.3.12   Provide real-time visibility into the status of a risk and mitigation efforts;

1.3.13   Manage exceptions for risks or findings that cannot or will not be remediated, including the exception process, including requests, approvals and expirations;

1.3.14   Track the history of risk evaluations to identify trends and changes

1.3.15   Use out-of-the-box reporting such as heat maps, risk summaries, risk control matrices and dashboards for senior management, risk managers and risk program managers

1.4   **Vendor Risk Management:** The City plans to use the GRC solution to support a vendor risk management program. The City plans to use the GRC solution to:

1.4.1   Populate vendor profiles manually, via data import (from an existing database or file) or via API (from an external source);

1.4.2   Determine prospective or new vendors' criticality and inherent risk to the City;

1.4.3   Assign compliance and security control responsibilities to vendor;

1.4.4   Manage assessment and approval workflows;

1.4.5   Manage vendor compliance, including findings, mitigation plans and exceptions;

1.4.6   Link a vendor to vendor contracts and to City staff responsible for vendor management;

1.4.7   Conduct high-level due diligence assessments;

1.4.8   Conduct vendor risk assessments to collect information from the vendor about the controls and policies in place related to a proposed or active engagement;

1.4.9   Send self-assessments to vendors that allow vendors to complete surveys and questionnaires without requiring access to the system (no user license or login required);

1.4.10   Allow vendors responding to assessments to delegate some or all questions to one or more individuals within their organization with subject matter expertise;

1.4.11   Assign assessments a due date for completion, with reminder emails being sent to the vendor contact as the due date approaches and passes (frequency and email content is configurable);

1.4.12   Allow vendors to add attachments to their responses to serve as documentation and evidence;

1.4.13   Score and rate vendor assessment responses for risk, compliance and other key metrics;

1.4.14   Dynamically assign review and approval workflows based upon attributes of the vendor, engagement, or risk assessment responses (i.e. high risk vendors may be subject to additional levels of approval);

1.4.15   Provide real-time visibility into the status of vendor risk assessment findings and associated mitigation activities;

1.4.16   Capture cybersecurity related agreements such as nondisclosure agreements;

1.4.17   Manage exceptions for gaps or findings that cannot or will not be remediated, including the exception process, including requests, approvals and expirations.

1.5   **Guidance Management:** The City plans to use the GRC solution to support management of guidance such as policies, procedures and standards. The City plans to use the GRC solution to:

1.5.1   Centrally store and manage guidance documents, including tracking versions;

1.5.2   Manage exceptions to guidance and the exception process, including requests, approvals and expirations;

1.5.3   Automate the review and update process, including notifications of impending review dates and the collection of feedback;

1.5.4   Automate the promulgation of guidance to appropriate audience.

1.6   **General Capabilities:** The City plans to use the GRC solution to provide the following general capabilities:

1.6.1   Provide requested and additional GRC offerings on the same platform;

1.6.2   Integrate with other applications and third-party data feeds, including but not limited to Cherwell and Splunk, using an API;

1.6.3   Provide granular, role based access controls for the roles necessary to support planned use described in this requirements specification;

1.6.4   Record audit trail of each item within the system, including who made the change; what change was made; when it was made;

1.6.5   Roll back changes to a previous versions (for users who have been granted the rights to do this);

1.6.6   Provide out-of-the-box reports and dashboards to support user and GRC program needs;

1.6.7   Send automated tasks, alerts, and reminders to individuals assigned GRC program responsibilities;

1.6.8   Send automated notifications to request documentation from individuals or groups being audited and reminders as due dates are exceeded;

1.6.9   Link to and upload documentation directly into the system and link them to records in the system;

1.6.10   Create multiple dashboards to display reports, metrics and other information related to GRC program elements (e.g. controls, test results, findings, risks, etc.);

1.6.11 Provide built-in reporting engine that enables a variety of report types, including graphical, linear, work queue style or formatted Word or PDF documents;

1.6.12 Ability to modify elements of the system (workflows; terminologies; mappings; reports) without assistance from the solution vendor;

1.6.13 Final, formatted compliance reports may be exported from the system for issuance to compliance and business line executives, auditors or other stakeholders;

1.6.14 Built-in reporting engine that enables a variety of report types formatted in Word or PDF documents.

2.0 CITY NEEDS AND REQUIREMENTS;

2.1 **Objective:** The City requires a qualified and experienced firm to provide a <u>turnkey</u> GRC or similar solution to support the planned activities described in this requirements specification.

2.2 **Planning and Design Process:** The City requires a firm to lead the planning process for implementation.

2.2.1 The City requires a firm to lead the review the City's requirements and further develop where necessary. The City requires the firm to conduct interviews and workshops in order to outline targets, expected results, and who will be involved in the role they will perform with the GRC solution (e.g. light user, power user, admin, etc.).

2.2.2 The City requires a firm to lead the assessment of available GRC solutions and recommend the GRC solution that is the best fit for the City's IT centric cybersecurity and risk assessment needs.

The City will make final selection of the solution.

2.2.3 The City requires the firm to assist in determining the licensing requirements for the selected GRC solution.

2.2.4 The City requires the firm to provide the selected GRC solution licensing, maintenance and support for the City.

2.2.5 The City requires the firm to lead the architecture design including creating business process workflows and solution design diagrams.

2.2.6 The City requires the firm to lead the configuration design including access, data, integration, reporting and notification requirements.

2.2.7 The City requires the firm to develop a test plan to validate the requirements are implemented and operational.

2.3 **Build Process:** The City requires the firm to implement the GRC solution design, train users and administrators and lead solution testing.

2.3.1   While configuration work is ongoing, the City requires the firm to provide occasional build reviews, demos or provide hands-on access with the design team to determine if adjustments need to be made. The City requires the firm to update the design documentation corresponding with any adjustments.

2.3.2   The City requires the firm to integrate the GRC solution with the City's Active Directory authentication for single sign on.

2.3.3   The City requires the firm to integrate the GRC solution with Splunk to provide asset inventory and attributes, including criticality, to Splunk.

2.3.4   The City requires the firm to develop a training curriculum for users and administrators. Training must accommodate different learning needs and styles. Training should include a combination of the following:

- Live classroom training
  - Live training may be conducted on site at City training center or virtually
- On-the-job training. The selected firm will be using the GRC implemented solution to conduct a citywide cybersecurity risk assessment for the City as indicated in this requirements specification. The City requires, in the course of this work, that those City staff that were provided classroom training use the GRC solution alongside of the selected firm's staff and that the firm's staff guide them in in effective use and adoption of the GRC solution.
- Up-to-date training materials including step-by-step guides, online help topics, web training videos and recorded training webinars
- Glossary of terms users may not already know
- Process flows showing which users are engaged at each workflow stage
- Access model, helping users know what they have access to and when

2.3.5   The City requires the firm to guide a wide variety of user types through user acceptance testing (UAT), including process owners testing for accuracy in the automation, power users testing usability and convenience issues and casual users for general feedback.

2.3.6   The City requires the firm to provide clear, easy-to-follow testing procedures that make clear what testers need to do in the system and the expected outcome.

2.3.7   The City requires the firm to collect and respond to the issue log populated by testers. The issue log should include:

- Issue Name and Description
- Date Identified
- Tester Name
- Issue Status (e.g. Open, Fixed – Awaiting Test, Completed, Deferred, Not An Issue, etc.)
- Assigned Issue Responder

2.4 **Rollout Process:** The City requires the firm to support launch of the GRC solution and to lead the resolution of any issues experienced during a warranty period. This launch will be for use in supporting other projects in the IT and Cybersecurity Products and Services RFQ022363.

2.4.1 Once UAT is complete, the firm may choose to guide a soft launch with a smaller group of people to receive more precise feedback that can be quickly addressed prior to a larger launch.

2.4.2 The City requires the firm to coordinate with DoT's TechDesk administrator's to add end user support for the solution to TechDesk.

2.4.3 The City requires to the firm to deploy the GRC solution to the production environment and to conduct "smoke testing," by having members of the core project team ensure that everything looks as it should. At this point the system will be subject to change control processes for any adjustments.

2.4.4 The City requires to the firm to guide post go-live communications to appropriate City staff with messaging that announces the new live platform and links to your training materials.

2.4.5 If planned, the firm may conduct additional training sessions using the live system.

2.4.6 During the course of the engagement, the City requires the firm to participate in any GRC user group meetings if set up by the City.

EXAMPLE SYSTEM ASSESSMENT PARAMATERS AND GARTNER CATEGORIZATION
FRAMEWORK
IT AND CYBERSECURITY PRODUCTS AND SERVICES

Use

1. Business Criticality – to what extent would the loss of the system impact the organization's capability to conduct its core business processes
2. Return on Value – the extent to which the application or system enables revenue generation, lower costs or other organizational outcomes
3. Breadth of Usage – the extent to which the application is being used by the organization, its departments or work groups

Technical Condition
4. Accessibility/Availability – system or application availability
5. Scalability – can the system or application be scaled for additional use or volume?
6. Data Accuracy – is data consistent and standard
7. Currency – what is the system's overall release level – are its system components (version levels) current?
8. Performance – does the system process as expected?
9. Recoverability – after an unplanned outage, is the system up and functioning as expected?
10. Usability – does the system meet the operational needs? Is it intuitive and easy to use?
11. Extendibility – can the system be easily configured or modified without customization to provide additional functionality?
12. System Isolation – do changes in this system require changes in other systems?
13. Reusability – can existing system functions, capabilities or components be re-used to support new requirements, or provide data, services or other components to be used by other systems?
14. Roadblocks – Are there any roadblocks for this system that would prevent it from being re-used elsewhere?
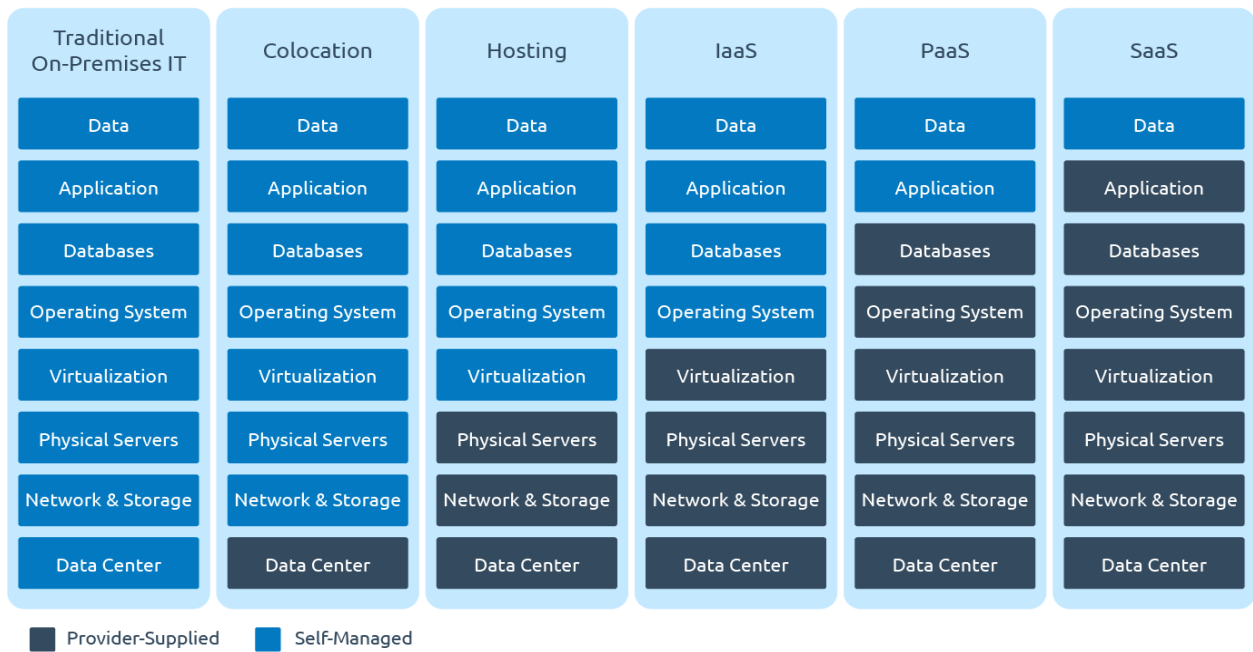
Staff Resources
1. Is there a designated system owner that manages and is responsible for the system?
2. How many city staff resources are assigned to manage the system?
3. Who is responsible for planning and managing new uses of the system?
4. How are staff responsible for managing the system trained in the system's use?

Processes
1. How are business processes and policy regarding system use defined, documented, and communicated?
2. How has the system's design and configuration been documented?
3. Is there a knowledge repository?
4. What service level agreements or other metrics are kept for system performance?

Gartner XaaS Framework

Identify which of the following models below best describes the system inventoried (choose 1 per system):

Traditional On-Premises IT	Colocation	Hosting	IaaS	PaaS	SaaS
Data	Data	Data	Data	Data	Data
Application	Application	Application	Application	Application	Application
Databases	Databases	Databases	Databases	Databases	Databases
Operating System	Operating System	Operating System	Operating System	Operating System	Operating System
Virtualization	Virtualization	Virtualization	Virtualization	Virtualization	Virtualization
Physical Servers	Physical Servers	Physical Servers	Physical Servers	Physical Servers	Physical Servers
Network & Storage	Network & Storage	Network & Storage	Network & Storage	Network & Storage	Network & Storage
Data Center	Data Center	Data Center	Data Center	Data Center	Data Center

■ Provider-Supplied   ■ Self-Managed

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)

CERTIFICATION OF AFFIDAVIT		
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:	**Approved** **Not Approved**

MINORITY-OWNED & WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE) PROGRAMS SPECIAL PROVISIONS

The City of Columbus is committed to ensuring meaningful opportunities for Minority-Owned and Women-Owned Business Enterprises (MBE/WBE) to participate in the City funded contracts. In furtherance of this commitment, the City has established an MBE/WBE program City funded contracts based upon the disparities found in the City's 2019 Disparity Study. This Special Provision adds to and/or changes the terms and conditions in the City Department's Name standard Request for Proposal (RFP) and contract documents to comply with the City's MBE/WBE program.

PROGRAM POLICY

The City of Columbus has a long history of supporting businesses owned by minorities, women, and disadvantaged individuals, including small businesses. This Minority and Women Business Enterprise (MBE/WBE) Policy seeks to foster participation by MBE/WBE businesses in construction, architectural and engineering, and professional and non-professional services in contracting and procurement opportunities at the City of Columbus by increasing the capacities of such firms to perform as prime vendors, subcontractors, and suppliers (the "Policy"). The Policy shall allow the City of Columbus to more effectively target MBE/WBE participation and create greater opportunities relating to the City's contracting and procurement.

This Policy seeks to promote full and fair opportunities for MBE/WBE firms certified by the City of Columbus, and whose place of business is located in the City's relevant market service area.

The purpose of this Policy is:

1. To ensure nondiscrimination in the award and administration of contracts;
2. To create a level playing field on which diverse suppliers can compete fairly for contracts;

3. To ensure that the Office of Diversity and Inclusion's MBE/WBE and SLBE Programs are narrowly tailored in accordance with applicable law;
4. To ensure that only business entities that fully meet eligibility standards are permitted to participate as certified diverse suppliers;
5. To help remove barriers to the participation of diverse suppliers in contracts; and
6. To provide opportunity for SLBEs located in the City to participate in a sheltered market as prime contractors on City construction, professional services, and goods and services contracts.

MBE & WBE INCENTIVE CREDITS/BID DISCOUNTS

Professional Services Incentive Credit
An incentive credit of five (5) percent of the total evaluation points used to score the request for proposals and statements of qualifications shall be applied in ranking the submittals of MBE/WBE prime consultants who are members of the ethnic and gender groups determined by the City's 2019 Disparity Study to have a statistically significant disparity in the awarding of City professional services contracts. To be eligible for the incentive credit, the MBE/WBE prime consultant must be certified with the Office of Diversity and Inclusion at the time the requests for proposals and statements of qualifications are received by the City as capable of providing the type of professional services sought by the City.

Construction and Goods and Services Bid Discounts
A bid discount shall be applied during the bid ranking process to the bids of MBE/WBE prime contractors who are members of the ethnic and gender groups determined by the City's 2019 Disparity Study to have a statistically significant disparity in the awarding of City construction or general goods and services contracts. The bid discount shall be five 5 percent of the bid amount. The maximum discount shall not exceed $50,000. The contract amount shall be the full value of the bid. To be eligible for the bid discount, the MBE/WBE prime contractor must be certified with the Office of Diversity and Inclusion at the time the

bid is received by the City as capable of providing the type of construction or goods and general services sought by the City.

See Bid Discount/Proposal Incentive Request Form

APPLICABILITY

The City of Columbus has established overall MBE and WBE goals derived from the subcontract disparity documented in the 2019 Disparity Study. The overall MBE goal is 25 percent representing 19 percent for construction and 6 percent for professional services. The overall WBE goal is 19 percent representing 11 percent for construction and 8 percent for professional services. The Policy applies to all City procurements over $100k in individual contract value spanning all procurement categories: general goods and services, construction and professional services.

In the absence of conflicting federal or state grant/loan provisions, MBE/WBE contract-specific goals are applicable to: (i) City-funded contracts, excluding not-for-profit procurements and (ii) City blended funds contracts that include state and/or federal funds not otherwise subject to state/federal Disadvantaged Business Enterprise goals.

All procurements valued above $100,000 and greater, unless exempted or excluded by the Director of the Office of Diversity and Inclusion, will be assessed for MBE/WBE contract-specific subcontracting goals. MBE/WBE goals are limited to those certified firms whose MBE or WBE certification applications have been approved by the Office of Diversity and Inclusion. Any firm carrying a minority or woman-owned designation from an outside entity such as: State of Ohio, Ohio Department of Transportation, Ohio Minority Supplier Development Council, Women's Business Enterprise National Council or others, must certify with the City of Columbus Office of Diversity and Inclusion, to be considered eligible to meet any stated MBE/WBE contract specific goals.

ORDER OF PRECEDENCE

The City's bid and contract documents include: the advertisement; the Request for Proposal (RFP); all addenda issued to the RFP; electronic bidding software file(s); contract; contract forms; supplements; special provisions; plans; plan notes; standard drawings; technical drawings; the construction and material specifications manual referenced in the IFB; "accepted" and "accepted as noted working drawings"; notice to proceed; city purchase order; and any other document specifically designated as an RFP or contract document.

If there should be a conflict between this Special Provision and any other RFP or contract documents issued for this contract, this Special Provision takes precedence over the other documents unless another Special Provision was issued as part of a bid document specifically stating it takes precedence over this Special Provision.

CONTRACT COMPLIANCE – EQUAL OPPORTUNITY ASSURANCES

The City of Columbus, Mayor's Office of Diversity and Inclusion is responsible for ensuring that all contractors, including subcontractors, vendors, and suppliers, who desire to be a party to a City of Columbus contract, as defined by Section 3901.01 of the Columbus City Codes, must hold a valid contract compliance verification number, and must comply with all provisions of Title 39.

The consultant/contractor/vendor or sub-consultant/sub-contractor shall not discriminate on the basis of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status in hiring, tenure, training, terms, conditions or privileges of employment. The consultant/contractor/ vendor or sub-consultant/sub-contractor shall carry out applicable requirements of Columbus City Codes Title 39 in the award and administration of City of Columbus funded contracts. Failure of the consultant/contractor/ vendor or sub-consultant/sub-contractor to carry out these requirements is a material breach of contract, which may result in the termination of the contract and/or such other remedies as the City of Columbus

may have in law or in equity including, but not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; (4) Disqualifying the consultant from submitting SOQs, or any other forms of proposals, as non-responsible; (5) Cancellation, termination, or suspension of the Contract, in whole or in part. The consultant/contractor/ vendor shall ensure that all subcontract agreements contain this nondiscrimination assurance.

DETERMINING CITY OF COLUMBUS MBE/WBE CERTIFIED COMPANIES

The City's Office of Diversity and Inclusion (ODI) is the City agency that certifies companies as eligible to participate in the City's MBE/WBE Program. A list of MBE/WBE companies certified by ODI, along with the types of goods or services they provide that are eligible to be counted toward the program goals is available at Columbus.diversitycompliance.com. Contact the Office of Diversity and Inclusion, Tia Roseboro, Contract Compliance and Certification Programs Manager at THRoseboro@Columbus.gov with any questions concerning any company's eligibility to participate in the program, certifications, types of goods or services a certified company is eligible to provide, or commercially useful functions.

COMMERCIALLY USEFUL FUNCTION

Commercially Useful Function means work performed by an MBE/WBE for which the MBE/WBE is responsible for the execution of the contracted work and is performing its responsibilities by directly delivering, managing, and supervising the work involved. With respect to materials and supplies used on the contract, the MBE/WBE must negotiate the price, determine the quality and quantity, order the goods, supplies, and/or materials, and install and pay for the materials. An MBE/WBE that stocks or maintains sufficient quantities of supplies in direct inventory held for sale or resale to cover anticipated future demands for the supplies is performing a commercially useful function.

The following will be considered when determining if an MBE/WBE is performing a commercially useful function:

Does the amount of work subcontracted conform to normal industry standards and practices?

Does the amount the MBE/WBE is to be paid for the goods and services listed in the Declaration of MBE/WBE Utilization Plan (see the FORM B10 section of this special provision for details concerning the utilization plan) conform to the portion of work that the business is listed to perform?

Is the amount of the MBE/WBE credit claimed consistent with the amount of work to be performed?

Information the bidder is to supply to demonstrate a commercially useful function for MBE/WBE's is listed in FORM B10.

COUNTING MBE/WBE SPEND TOWARD SUBCONTRACTING GOALS

In order to receive credit for the participation of a MBE/WBE subcontractor, the bidder/proposer must use MBE/WBEs certified by the City of Columbus Office of Diversity and Inclusion at the time of bid. The Office of Diversity and Inclusion only counts MBE/WBE subcontracting down to the third tier and only counts the value of the work actually performed by the MBE/WBE toward the goals. Under the program, An MBE/WBE company awarded a prime contract is also required to meet the contract's MBE/WBE goals.

The Office of Diversity and Inclusion counts expenditures toward MBE/WBE subcontracting goals only if the MBE/WBE is performing a commercially useful function on that contract. An MBE/WBE performs a commercially useful function when it is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. An MBE/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds

are passed in order to obtain the appearance of MBE/WBE participation.

A certified MBE or WBE awarded a contract as a prime contractor may count 100% of the dollar value of the work it intends to perform with its own forces toward the applicable contract participation goal. The cost of supplies and materials obtained by the MBE or WBE for the work of the contract, including equipment leased, may be credited toward the goal (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). The MBE or WBE prime contractor must be certified for the services it intends to self-perform at the time of bid.

Bidder/Proposer will receive 60% credit toward goal attainment for use of MBE/WBE suppliers (i.e., where a Bidder/Proposer proposes to purchase $100,000 worth of construction materials from a MBE/WBE Supplier, $60,000 will be credited toward the Bidder/Proposer's MBE/WBE participation goal). However, where the supplier is the manufacturer of the product supplied, Bidders/Proposers will receive MBE/WBE credit for 100% of the dollar amount of the supply contract.

The Office of Diversity and Inclusion (ODI) has the sole responsibility for determining what spend is eligible to be counted toward the contract MBE/WBE subcontracting goals and how it will be counted.

Documenting MBE/WBE Spend With Bid Submission
a. Bidders must demonstrate their plan for achieving the contract MBE/WBE subcontracting spend goals in their bid submission.
b. Bidders must submit the Declaration of Proposed MBE/WBE Utilization Plan with their bid submission detailing their plan for obtaining the contract MBE/WBE subcontracting spend goals or the bid will be considered non-responsive and ineligible for contract award.
c. If the bidder failed to meet the MBE/WBE goal, FORM B11 (Documenting MBE/WBE Good Faith Effort) must also be submitted demonstrating a bona fide effort was made to meet the goals or the bid will be considered non-responsive and ineligible for contract award.
d. The City's Office of Diversity and Inclusion (ODI) has the sole responsibility for determining if a bidder has met the MBE/WBE goals or has demonstrated a sufficient good faith effort to be considered for bid award.

e. At the sole discretion of ODI, as to matters pertaining to the Policy, the bidder may be asked or allowed to clarify information in their response or may be asked or allowed to correct an obvious error.

DIVERSITY COMPLIANCE

Reporting
The prime consultant/contractor shall submit reports in a form, system, or format to be provided by the Office of Diversity and Inclusion, and at intervals as agreed by the parties, but no less than monthly, regarding the work under this Contract performed by subcontractors and the portion of contract funds expended for work performed by subcontractors, including but not limited to, MBE/WBE firms. "Subcontractors" includes subcontractors through the third-tier. **See Monthly Subcontractor Utilization Reporting Form.**

Where subcontracting work exists, the prime consultant/contractor shall maintain written procedures related to subcontracting, and copies of all subcontracts and records related to subcontracts. For cause, the Office of Diversity and Inclusion may request in writing copies of subcontracts for review and compliance with program standards and objectives.

Subcontractor Substitution/Changes
Pursuant to Section 108.01 of the CMSM, a Contractor must obtain written consent from the director or designee of the contracting Department prior to subletting, selling, transferring, assigning, or otherwise relinquishing any rights, title, or interest in the work to any subcontractor not listed in the bid submittal or contract. The contracting director or designee must, within a reasonable time, approve or disapprove a Contractor's request. **See Request for Approval of Change to Original Schedule of Subcontractors Form.** The decision shall be final. The Contractor may seek the aforementioned written consent for reasons including, but not limited to, the following: 1. After reasonable opportunity to do so, the subcontractor fails or refuses to execute a written contract for the scope of work specified in the bid and at the price specified in the bid; 2. The subcontractor becomes insolvent or the subject

of an order for relief in bankruptcy; 3. The subcontractor fails or refuses to meet the requisite licensing or bonding set before bid submittal; 4. The contractor demonstrates to the contracting agency that the name of the subcontractor was listed as the result of an inadvertent clerical error; 5. The subcontractor fails or refuses to perform its subcontract after reasonable opportunity to do so; or 6. The contractor determines that additional specialty work not reasonably anticipated in the bid must be performed by subcontract.

If the substitution of the MBE/WBE subcontractor is approved, the prime contractor must make a good faith effort to find a substitute MBE/WBE subcontractor to meet its MBE/WBE contractual commitment. The good faith effort shall include documented steps to find another MBE/WBE to perform or provide the same amount of work, material, or service as set forth in the contract with the substituted MBE/WBE. The Office of Diversity and Inclusion must verify that the substitute MBE/WBE is certified to perform the scope of work or provide the goods that remain unfilled on the substituted MBE/WBE's subcontract prior to their substitution.

Prompt Payment, Subcontract Completion and Return of Retainage Withheld
Pursuant to Section 4113.61 of the Ohio Revised Code: (A)(1) if a subcontractor or material supplier submits an application or request for payment or an invoice for materials to a contractor in sufficient time to allow the contractor to include the application, request, or invoice in the contractor's own pay request submitted to an owner, the contractor, within ten calendar days after receipt of payment from the owner for improvements to property, shall pay to the:
(a) Subcontractor, an amount that is equal to the percentage of completion of the subcontractor's contract allowed by the owner for the amount of labor or work performed;

(b) Material supplier, an amount that is equal to all or that portion of the invoice for materials which represents the materials furnished by the material supplier.

Penalties for Non-Compliance
A consultant/contractor's failure to comply with the MBE/WBE Program policies may result in a breach of contract, possible disqualification of the Contractor's ability to bid on or receive future contracts, including as provided under Title 329 and Title 39 of the Columbus City Codes, and/or the assessment of penalties. The City has an expectation that if a Contractor is awarded a contract, and identifies that it intends to subcontract with MBE/WBE firms, then the Contractor will actually use stated MBE/WBE firms.

GOOD FAITH EFFORTS:

Good Faith Effort Evaluation Criteria
A prime contractor/consultant that fails to meet the MBE/WBE subcontracting goal at the time of bid opening / proposal submission must provide sufficient proof of a good faith effort to achieve the goal or be deemed non-responsive.

Documentation of the prime consultants'/prime contractors' intent to comply with MBE/WBE Program Goals and procedures include, but are not limited to: (1) documentation as stated in the solicitation reflecting the bidder's commitment to comply with MBE/WBE Goals as established by the Office of Diversity and Inclusion for a particular contract; or (2) documentation of efforts made toward achieving the MBE/WBE Goals (e.g., solicitations of bids/proposals/qualification statements from all qualified MBE/WBE firms listed in the Office of Diversity and Inclusion's directory of certified MBE, WBE, and SLBEs. Scoring of Good Faith Efforts documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the Office of Diversity and Inclusion. The scoring, determinations, and notices of such Good Faith Effort determinations by the Office of Diversity and Inclusion shall be in accordance with the procedures established in Title 39 of the Columbus City Codes and the MBE/WBE Program Manual.

The good faith effort evaluation criteria include seven (7) factors that shall enable the prime contractor/consultant to secure the MBE/WBEs needed to meet the goal. Each factor is quantifiable, and the prime

contractor/consultant must achieve a minimum score of 80 points to demonstrate a sufficient good faith effort to be considered a responsive bidder. **See Attachment I**

MBE & WBE INCENTIVE CREDITS/BID DISCOUNTS

Professional Services Incentive Credit
An incentive credit of five (5 percent of the total evaluation points used to score the request for proposals and statements of qualifications shall be applied in ranking the submittals of MBE/WBE prime consultants who are members of the ethnic and gender groups determined by the City's 2019 Disparity Study to have a statistically significant disparity in the awarding of City professional services contracts.in ranking the submittals contractor/consultant as capable of providing the type of professional services sought by the City

Construction and Goods and Services Bid Discounts
A bid discount shall be applied during the bid ranking process to the bids of MBE/WBE prime contractors who are members of the ethnic and gender groups determined by the City's 2019 Disparity Study to have a statistically significant disparity in the awarding of City construction or general goods and services contracts. The bid discount shall be five 5 percent of the bid amount. The maximum discount shall not exceed $50,000. The contract amount shall be the full value of the bid as capable of providing the type of construction or goods and general services sought by the City.

1. **Documenting MBE/WBE Spend With Bid Submission**
   a. Bidders must demonstrate their plan for achieving the contract MBE/WBE spend goal in their proposal.
   b. Bidders must submit the Declaration of Proposed MBE/WBE Utilization Plan with their proposal/bid detailing their plan for obtaining the contract MBE/WBE spend goal

or the proposal/bid will be considered non-responsive and ineligible for contract award.
   c. If the bidder failed to meet the MBE/ WBE goal, the Request for MBE/WBE Goal Waiver and Documentation of Good Faith Effort must also be submitted demonstrating a bona fide effort was made to meet the goals or the bid/proposal will be considered non-responsive and ineligible for contract award.
   d. The City's Office of Diversity and Inclusion (ODI) has the sole responsibility for determining if an bidder has met the MBE/WBE goals or has demonstrated a sufficient good faith effort to be considered for contract award.
   e. At the sole discretion of the Office of Diversity and Inclusion, the bidder may be asked or allowed to clarify information in their response or may be asked or allowed to correct an obvious error.

2. **Submitting Declaration of Proposed MBE/WBE Utilization Plan**
   The MBE/WBE Utilization Plan must be completed and uploaded with the bid/proposal to document the bidder's plan to obtain the contract spend for the MBE/WBE goal assigned to the contract.

3. **Submitting Request for MBE/WBE Goal Waiver and Documentation of Good Faith Effort)**
   This form is only to be completed and submitted if the Proposed MBE/WBE Percentage submitted by the bidder on Declaration of MBE/WBE Utilization Plan is less than the Project MBE/WBE Goal Percentage.

   Bids/Proposals that fail to meet the contract MBE/WBE goal must demonstrate a good faith effort was made in an attempt to achieve the goal to be considered for contract award. The

steps required to demonstrate a good faith effort must be documented in accordance with the Office of Diversity and Inclusion's (ODI) good faith effort criteria described in the Program Manual.

If submitted, the Request for MBE/WBE Goal Waiver and Documentation of Good Faith Effort is to be submitted as a PDF separate from all other bid/proposal documents.

- This PDF document is to be named "Good Faith Effort".
- The document formatting requirements of the RFP (such as font type and size) will not apply to this document.
- This document will not apply to the proposal page limitation as long as it is limited to information requested.

Any documentation submitted in support of this form must be:

- Clearly marked as to what part of the Request for MBE/WBE Goal Waiver and Documentation of Good Faith Effort the documents are supporting.
- Grouped together by form Part.
- Organized and submitted in the order the Parts are listed in the form.

Failure to upload required documentation, with the documentation identified and grouped as stated in these form instructions and submitted in the order the Parts are listed in the form, may result in the disqualification of the proposal.

The following chart states the criterion that will be used to determine the good faith effort and the required documentation to be submitted as part of Request for MBE/WBE Goal Waiver and Documentation of Good Faith Effort. Partial points may be awarded for each criterion.

PROGRAM DOCUMENTS/ REQUIRED FORMS:

These will be electronic links to the forms.

- Declaration of Proposed MBE/WBE Utilization Plan
- Request for MBE/WBE Goal Waiver and Documentation of Good Faith Effort
- Request for Approval of Change to Original Schedule of Subcontractors
- Bid Discount/Proposal Incentive Request Form
- Monthly Subcontractor Utilization Form

Good Faith Effort Criteria

Criterion	Effort	Documentation
Advertising (5 points)	Advertise at least twice in the general circulation media, minority-focused media, or trade-related publications 21 days prior to submission, unless the Office of Diversity and Inclusion waives this requirement due to time constraints. Advertisement must be specific to the Office of Diversity and Inclusion contract or procurement, not generic, and must not be a plan holder advertisement provided by the publication. Advertisement must be worded to ensure it does not exclude or limit the number of potential respondents and the contractor's policy concerning assistance to subcontractors including bonding, financing, and/or insurance.	Dated copies of the advertisement or an affidavit from the periodical must be provided. The advertisement shall include the name and location of the project, the location where plans and specifications can be viewed, the subcontractor proposal due date, and the items of work or specialties being solicited.
Outreach to Identify MWBEs (15 points)	The prime contractor must list the names of the MWBEs, contact information, and date of contact. Copies of correspondence received from any subcontractor responding to the outreach or seeking subcontract work must be provided.	To receive the 15 points for outreach to identify MWBEs, the prime contractor must provide a copy of the required advertisements.

Timely Written Notification (15 points)	The prime contractor must solicit, in writing, subcontract bids and material quotes from certified MWBEs at least ten (10) business days prior to bid opening. The written solicitations must invite MWBEs that can perform a commercially useful function to participate in the contract as a subcontractor, supplier, or subcontractor for specific items of work. MWBEs that can perform a commercially useful function are those that will use their own workforce and facility to provide the services or supplies required for performing the work listed in the bid. The prime contractor's bid must include the following information:
	
	   i. Prime contractor's name, address, and telephone number.
	
	   ii. Project location and description.
	
	   iii. Solicited items of work to be subcontracted or materials to be purchased, including a specific description of the work involved.
	
	   iv. Place where bid, plans, and specifications can be reviewed.
	
	   v. Date and time when MWBE quotes must be received by the contractor.
		To receive 15 points for a timely written notification, the prime contractor must provide written verification of transmission date, including copies of certified mail-return receipts or copies of emails.

Contact Follow-up (15 points)	The prime contractor must demonstrate follow-up efforts, including telephone calls, facsimiles, or emails during normal business hours. The contact must include direct written or oral communication with an executive representative of the MWBE within a reasonable amount of time to allow the prospective subcontractor an opportunity to submit a competitive bid.	To receive 20 points for contact follow-up, the prime contractor must provide: 1) a list of subcontractors who were contacted by telephone and their contact information, including telephone numbers, contact persons' name and title, and dates of contact. 2) the documented results of that contact, such as a telephone log, email print-out, or automated facsimile journal/facsimile transmittal.

Items of Work Identification (20 points)	Prime contractors must attempt to break down items of work into smaller projects that MWBEs may find economically feasible to perform. The smaller portions of work must constitute a commercially useful function that could reasonably be expected to produce a level of participation sufficient to meet the goals. Prime contractors must not deny a subcontract to a qualified and competitive MWBE solely because the MWBE cannot perform the entire package unless unbundling would jeopardize scheduling or increase costs by more than five (5) percent.	To receive 20 points for items of work identification, the prime contractor must provide a list of the specific items of work solicited and the eligible MWBEs contacted regarding the specific items of work.
Negotiating in Good Faith (15 points)	Prime contractors must negotiate fairly with interested MWBEs, even if selection of the MWBE would increase costs. A prime contractor shall not unjustifiably reject bids prepared by eligible MWBEs. However, the prime contractor may choose a low bid if two or more bids for the same item of work are received.	To receive 15 points for a good faith negotiation, the prime contractor must provide the name, address, and telephone numbers of subcontractors contacted to negotiate prices or services, as well as the date and results of each negotiation. If an MWBE bid is rejected because of price, at least two of the lower bids must be provided. The lower bids must be date stamped and include the contractor's name and contact information.
Assistance in Financing, Bonding, Insurance, or Mentoring (10 points)	Prime contractors must document efforts to provide technical assistance to MWBEs in obtaining bonds, lines of credit, or insurance required by the City. The prime contractor must not deny a subcontract solely because the certified MWBE cannot obtain a bond.	To receive 10 points for offering assistance in financing, bonding, insurance, or mentoring, the prime contractor must provide written statements of the type of assistance offered. The name, contact person, and telephone number of the bonding company or financial institution offering assistance must also be provided.

INFORMATION FOR OFFERORS (RFP)

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

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

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

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

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any bidder prior to the execution of the contract. The rejection of any proposal in whole or in part, at it 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)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

QUALITY

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

SAMPLES

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

CHANGES AND ADDENDA TO RFP DOCUMENTS

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

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 it 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.

Revised 09-07-2021

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

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

PUBLICATIONS

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

TERMINATION FOR CONVENIENCE

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

TERMINATION FOR DEFAULT

 If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party shall give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be the sole discretion of the aggrieved party. If it determined for any reason the failure to perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

APPLICABLE LAW, REMEDIES

This agreement shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio. The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

ASSIGNMENT

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

SAVE HARMLESS

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

IN THE EVENT OF A CONTRACT (continued)

PROTECTION OF CITY'S CONFIDENTIAL INFORMATION
The contractor shall acknowledge that some of the material and information which may come into its possession or knowledge in connection with the contract or its performance, may consist of confidential information, the disclosure of which to, or use by, third parties could be damaging. Therefore, access to information concerning individual recipients of the City's services to individual clients, among other items, shall not be granted except as authorized by law or agency rule. The contractor shall agree to hold all such information in strictest confidence, not to make use thereof for other than the performance of the contract, to release it only to authorized employees or subcontractors requiring such information, and not to release or disclose it to any other party. The contractor shall agree to release such information or material only to subcontractors who have signed a written agreement expressly prohibiting disclosure. The contractor shall further agree to either destroy or return all such information at the end of the term of the contract.

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

WITHHOLDING OF CITY INCOME TAX
Pursuant to Section 362 Columbus City Codes, 1959: "Said Contractor hereby further agrees to withhold all City income tax assessment due or payable under the provisions of Chapter 362, Columbus City Codes for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income tax assessments due under said chapters for services performed under this Contract."

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

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

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

The amount of such insurance shall be as follows:

Bodily Injury Liability:

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

Property Damage Liability:

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

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

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

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