**BILL NO. S-21-01-19**

ORDINANCE NO. S-13-21

AN ORDINANCE approving the purchase of thirty six months of Computer Services benefitting the infrastructure utilized by the City of Fort Wayne and Allen County, for a total cost of $11,696,762.00; from and through KSM Consulting by the City of Fort Wayne, Indiana,

**Whereas**, the City of Fort Wayne, City Utilities, and Allen County jointly operate computer systems and networks to benefit of all City and County departments;

**Whereas**, the City and County have jointly service providers for shared computing infrastructure since 1988;

**Whereas**, the City and County have negotiated a contract that maintains a flat services rate for term of the contract and provides a significant reduction in the cost of project services;

**Whereas**, the City of Fort Wayne, City Utilities, and Allen County wish to jointly contract and share the cost of an IT services through KSM Consulting to manage the networks, applications, systems, and hardware currently running in our environment.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

**SECTION 1.** That the purchase of IT Services for the City's computing infrastructure from KSM Consulting for a total of cost to the City of Eleven Million Six Hundred Ninety-Six Thousand Seven Hundred Sixty-Two and 00/100 Dollars ($11,696,762.00) over thirty-six months is hereby approved in all respects. That said purchase will be used to ensure the proper operation of the computing infrastructure throughout the City.

**SECTION 2.** That the City is authorized and directed to take all action necessary for the purchase of these service by and through KSM Consulting.

**SECTION 3.** That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol T. Helton, City Attorney

Fort Wayne, IN

Allen County, IN

# MASTER SERVICES AGREEMENT (MSA)
# STRATEGIC INFORMATION TECHNOLOGY OUTSOURCING SERVICES

## INFRASTRUCTURE AND APPLICATION SERVICES

**Revision Date: 01/21/2021**

This Master Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the City of Fort Wayne and Allen County (hereinafter referred to as "the City/County") and (VENDOR NAME), (hereinafter referred to as "Service Provider"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

Whereas, the City/County published a "Request for Proposal for Strategic Sourcing Services" dated July 14th, 2020 requesting proposals from qualified vendors. This Request for Proposal, together with all attachments and amendments, is referred to herein as the "RFP";

Whereas, in response to the RFP, the Service Provider submitted to the City/County a proposal dated September 10th, 2020, this proposal, together with all attachments, is referred to herein as the "Proposal"; and

Whereas, the City/County and the Service Provider have negotiated and now desire to enter into an agreement for the Service Provider to supply the professional services for/to the City/County, all in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

# Table of Contents

**1 INTERPRETATION AND INTENT ..... 5**
**2 DUTIES OF SERVICE PROVIDER ..... 6**
**3 TERM ..... 7**
3.1 INITIAL TERM AND APPROPRIATIONS ..... 7
3.2 NOTIFICATION OF EXPIRATION ..... 7
3.3 RENEWAL BY THE CITY/COUNTY ..... 7
3.4 EXTENSIONS BY THE CITY/COUNTY ..... 7
3.5 NO TERMINATION BY SERVICE PROVIDER ..... 7
**4 COMPENSATION ..... 9**
**5 INSURANCE REQUIREMENTS ..... 10**
**6 GENERAL PROVISIONS ..... 11**
6.1 INDEPENDENT CONTRACTOR ..... 11
6.2 SUBCONTRACTING ..... 11
6.3 NECESSARY DOCUMENTATION ..... 11
6.4 CONFIDENTIALITY ..... 11
6.5 RECORDS AND AUDIT ..... 12
6.6 OWNERSHIP ..... 12
6.7 TERMINATION FOR CAUSE, CONVENIENCE OR FUNDING ..... 14
6.8 TERMINATION FOR FAILURE OF FUNDING. ..... 16
6.9 LIMITATION OF LIABILITY AND INDEMNITY ..... 16
6.10 NOTICE ..... 19
6.11 DISPUTES ..... 19
6.12 NON-DISCRIMINATION ..... 20
6.13 CONFLICT OF INTEREST ..... 20
6.14 NON-CONTINGENT FEES ..... 20
6.15 FORCE MAJEURE ..... 20
6.16 APPLICABLE LAWS; FORUM ..... 21
6.17 WAIVER ..... 21
6.18 SEVERABILITY ..... 21
6.19 ATTORNEYS' FEES ..... 21
6.20 SUCCESSORS AND ASSIGNS ..... 21
6.21 AUTHORITY TO BIND SERVICE PROVIDER ..... 22
6.22 DEBARMENT AND SUSPENSION ..... 22
6.23 COMPLIANCE WITH E-VERIFY PROGRAM ..... 22
6.24 KEY PERSONNEL ..... 23
6.25 TAXES ..... 23
6.26 ELECTRONIC SIGNATURE ..... 23
**7 ADDITIONAL AND SPECIFIC PROVISIONS ..... 24**
7.1 DUTIES OF THE SERVICE PROVIDER ..... 24
7.2 REMOVAL, REPLACEMENT & PROMOTION OF SERVICE PROVIDER PERSONNEL ..... 24
7.3 REGENERATION OF LOST OR DAMAGED DATA ..... 26
7.4 TRANSITION SERVICES UPON TERMINATION ..... 26
7.5 OTHER OBLIGATIONS OF VENDOR ..... 27
7.6 UPDATED/NEW TECHNOLOGY ..... 27
7.7 PUBLICITY ..... 28
7.8 NON-EXCLUSIVITY ..... 28
7.9 ADDITIONAL SERVICES - AS DESIGNATED BY THE CITY/COUNTY ..... 29
7.10 PERFORMANCE OF THE SERVICES ..... 29
7.11 City/County IT Projects Description and Definition ..... 29
7.12 Quarterly Performance Reviews & Annual IT Retreat – Outsourcing Contract Discussion 30
7.13 City/County IT Leadership – Approval Process ..... 30
**8 DISENTANGLEMENT ..... 32**
8.1 GENERAL OBLIGATIONS ..... 32
8.2 FULL COOPERATION AND INFORMATION ..... 32

8.3 NO INTERRUPTION OR ADVERSE IMPACT ..... 33
8.4 THIRD-PARTY AUTHORIZATIONS ..... 33
8.5 TRANSFER OF ASSETS ..... 33
8.6 TRANSFER OF LEASES, LICENSES, AND CONTRACTS ..... 33
8.7 DELIVERY OF DOCUMENTATION ..... 33
8.8 ACCESS TO SYSTEMS ..... 34
8.9 HIRING OF EMPLOYEES ..... 34

**9 RELATIONSHIP MANAGEMENT ..... 35**

9.1 PERSONNEL ..... 35
9.2 BACKGROUND CHECKS ..... 35
9.3 QUALIFICATIONS, RETENTION AND REPLACEMENT OF PROVIDER PERSONNEL ..... 35
9.4 ADDITIONAL PERSONNEL REQUIREMENTS ..... 36
9.5 SERVICE PROVIDER PROGRAM MANAGER ..... 36

**10 FEES ..... 38**

10.1 TRANSITION SERVICES FEES ..... 38
10.2 MONTHLY SERVICE FEE ..... 38
10.3 INCIDENTAL EXPENSES ..... 38
10.4 ONLY PAYMENTS ..... 38
10.5 DISPUTED AMOUNTS ..... 39
10.6 GAIN SHARING ..... 39

**11 ASSETS AND THIRD-PARTY CONTRACTS ..... 40**

11.1 THE CITY/COUNTY-OWNED EQUIPMENT ..... 40
11.2 THIRD-PARTY APPROVALS ..... 40
11.3 RETURN OF THE CITY/COUNTY EQUIPMENT ..... 40
11.4 THE CITY/COUNTY MAINTENANCE AGREEMENTS ..... 40

**12 HUMAN RESOURCES ..... 41**

12.1 SERVICE PROVIDER EMPLOYEES ..... 41
12.2 EMPLOYEE TRANSITION ..... 41
12.3 SOLICITATION OF PERSONNEL ..... 41

**13 PROVISION OF RESOURCES BY THE CITY/COUNTY ..... 42**

13.1 OFFICE SPACE AND FURNISHINGS ..... 42
13.2 ACCESS TO PERSONNEL AND INFORMATION ..... 42
13.3 OTHER FACILITY-RELATED OBLIGATIONS ..... 42

**14 DISPUTE RESOLUTION ..... 44**

**15 DEFINITIONS ..... 46**

**16 SIGNATURES ..... 50**

**17 EXHIBIT A: TRANSITION SERVICES ..... 53**

17.1 TRANSITION OVERVIEW ..... 53
17.2 TRANSITION PROGRESS REPORTS ..... 53
17.3 TRANSITION MILESTONE PAYMENT SCHEDULE ..... 54
17.4 TRANSITION PROJECT PLAN AND SCHEDULE ..... 54

**18 EXHIBIT B: SERVICE PROVIDER STATEMENT OF WORK (SOW) ..... 55**

**19 EXHIBIT C: MISC AND RELATED CONTRACT DOCUMENTS ..... 56**

**20 EXHIBIT D: SERVICE and EXPERIENCE LEVEL AGREEMENTS (SLA's & XLA's) & REPORTING REQUIREMENTS ..... 57**

20.1 ADJUSTMENTS TO SERVICE and/or EXPERIENCE LEVELS ..... 57
20.2 SERVICE & EXPERIENCE LEVEL AGREEMENTS & QUALITY INDICATORS ..... 57
20.3 REPORTING AND MEASUREMENT ..... 57
20.4 TRANSACTION BASED SLA MINIMUM VOLUME ..... 57
20.5 SERVICE LEVEL FAILURES ..... 58
20.6 SERVICE LEVEL CREDITS ..... 58
20.7 SEVERITY DESCRIPTIONS AND EXAMPLES ..... 59
20.8 INSTALLS, MOVES, ADDS, CHANGES (IMAC) DEFINITIONS ..... 60
20.9 SERVICE & EXPERIENCE LEVEL AGREEMENTS (SLA'S/XLA'S) – Per Service Tower . 61

**21 EXHIBIT E: CONSOLIDATED ROLES AND RESPONSIBILITY TABLES ..... 70**

21.1 Service Management, Governance and Reporting ..... 70
21.2 Technology Standards ..... 70
21.3 Technology Refresh ..... 71
21.4 Transition Management ..... 71
21.5 Help Desk Administration ..... 72
21.6 Help Desk Service Request Coordination ..... 72
21.7 Help Desk Inquiry Response and Problem Resolution ..... 73
21.8 Help Desk Root Cause Analysis ..... 73
21.9 Desktop/Deskside Operations and Administration Services ..... 73
21.10 Desktop/Deskside Monitoring and Problem Resolution Services ..... 74
21.11 Desktop/Deskside Software Deployment and Management Services ..... 74
21.12 Desktop/Deskside Hardware Maintenance Services ..... 74
21.13 Desktop/Deskside Performance Management ..... 75
21.14 Desktop/Deskside Configuration Management ..... 75
21.15 Desktop/Deskside Systems Integration and Testing ..... 75
21.16 Network Operations and Administration ..... 76
21.17 Network Provisioning ..... 76
21.18 Network Administration Services ..... 77
21.19 Network and Cyber Security Services ..... 77
21.20 Network Monitoring and Problem Resolution Services ..... 78
21.21 Network Hardware Maintenance Services ..... 79
21.22 Network Performance Management ..... 79
21.23 Network Configuration Management ..... 80
21.24 Network Enterprise Systems Administration ..... 80
21.25 Network Storage and Data Management ..... 81
21.26 Network Backup and Restore Services ..... 81
21.27 Asset Management: Asset Acquisition ..... 82
21.28 Asset Management and Tracking ..... 83
21.29 Application Services: GIS ..... 83
21.30 Application Services: City/County Public Websites ..... 85
21.31 Application Services: Intranet ..... 85
21.32 Application Services: Account Mgmt, Governance and Reporting ..... 86
21.33 Application Services: Transition Management ..... 87
21.34 Application Services: Planning and Analysis ..... 88
21.35 Application Services: Annual IT Audits ..... 88
21.36 Application Services: Requirements Definition ..... 89
21.37 Application Services: Design Specifications ..... 89
21.38 Project Estimations ..... 89
21.39 Application Services: Application Development ..... 90
21.40 Application Services: Operations and Database Administration ..... 90
21.41 Application Services: Testing and Integration ..... 91
21.42 Application Services: Migration and Implementation ..... 92
21.43 Application Services: Legacy Application Documentation ..... 92
21.44 Application Services: Technical Support ..... 93
21.45 Application Services: Legacy Maintenance Programming & Support ..... 93
21.46 Application Services: Software Configuration Mgmt & Version Control ..... 94

**22 EXHIBIT F: PRICING AND PAYMENT SCHEDULE ..... 95**

**23 EXHIBIT G: KEY PERSONNEL ..... 96**

# 1 INTERPRETATION AND INTENT

The "Agreement", as referred to herein, shall mean this Agreement executed by the City/County and Service Provider, and shall include these Terms and Conditions, the Attachments described in Section 1.4 and attached hereto and any written supplemental agreement or modification entered into between the City/County and Service Provider, in writing, after the date of this Agreement.

**1.1** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the City/County and Service Provider. No statements promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by the City/County or Service Provider which in any way modify, vary, alter, enlarge, or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both the City/County and Service Provider.

**1.2** Subject to Section 1.4 below, in resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Service Provider or other rights or obligations of the City/County or Service Provider are contained within this agreement and exhibits contained within.

**1.3** Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against the City/County solely by virtue of the City/County or the City/County's representatives having drafted all or any portion of this Agreement.

**1.4** This Agreement consists of this Agreement and the following attachments, which are incorporated into this Agreement and made a part hereof:

1. Exhibit A: Transition Services (including Transition Plan & Schedule)
2. Exhibit B: Service Provider's SOW
3. Exhibit C: Misc and Related Contract Documents
4. Exhibit D: SLA Tables and Reporting Requirements Detail
5. Exhibit E: Consolidated Roles and Responsibility Tables
6. Exhibit F: Pricing and Payment Schedule
7. Exhibit G: Key Personnel Positions

In the event of conflict in substance or impact between the terms and conditions contained in Sections 1 through 23 of this Agreement and any terms or conditions contained in any Attachment hereto, the terms and conditions contained in Sections 1 through 16 of the Agreement shall control.

**1.5** This Agreement shall include, and incorporate by reference, any provision, covenant, or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

**1.6** This Agreement shall include, and incorporate by reference, any provision, covenant, or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

# 2 DUTIES OF SERVICE PROVIDER

**2.1** Service Provider shall provide services as specified in Exhibits A through H, attached hereto and incorporated into this Agreement. ("Services").

**2.2** To the extent that the parties desire to add a Statement of Work or other Attachment to this Agreement, they may do so via a fully executed written amendment to this Agreement. Operational changes may be made by Change Order and must be attached to the Agreement via a fully executed written amendment to this Agreement if the change affects the price, quantity, quality, term, or timeliness.

# 3 TERM

## 3.1 INITIAL TERM AND APPROPRIATIONS

The Term of this Agreement shall commence at 12:01 a.m., Eastern Standard Time (EST) on the day immediately following the date upon which this Agreement first became effective ("Contract Signing Date") and shall end on June 30, 2024 (the "Initial Term"), subject to appropriation by the City/County of funds for this Agreement for such period and unless terminated earlier, renewed, or otherwise extended in accordance with this Agreement.

## 3.2 NOTIFICATION OF EXPIRATION

Service Provider shall notify the City/County in writing of the expiration of the Initial Term, and of any renewal period in effect, not earlier than twelve (12) months, nor later than six (6) months, before the date on which the Term would expire if not renewed.

## 3.3 RENEWAL BY THE CITY/COUNTY

The City/County may, at its sole option and discretion, extend the Initial Term for up to four (4) additional successive years (renewal periods) of one (1) year or more by providing written notice delivered to Service Provider at least 120 days before the end of then-current Term. Pricing and terms are at the discretion of the City/County and will be negotiated between City/County and the Service Provider, consistent with the pricing proposal provided to the City of Fort Wayne and Allen County.

## 3.4 EXTENSIONS BY THE CITY/COUNTY

In addition to the renewal rights set forth in Section 3.3 hereof, the City/County may, at its sole option and discretion, upon at least 120 days' notice to Service Provider, extend the expiration or termination of the Term for successive periods of not more than two ninety (90) day periods each, with total such extension periods not to exceed one hundred eighty (180) days.

Each such extension shall be upon the same terms and conditions in effect immediately prior to such extension, except whereas both City/County and Service Provider agree to different terms for this period. (i.e., service level penalties and/or credits).

Any adjustments to the Fees applicable to any extension period shall be in accordance with the pricing methodology set forth in Exhibit F.

## 3.5 NO TERMINATION BY SERVICE PROVIDER

Except as set forth in Section 6.7.4 hereof, Service Provider shall not, for any reason whatsoever, terminate the Term prior to its expiration, terminate this Agreement, or otherwise repudiate this Agreement or refuse to perform its obligations hereunder. Service Provider acknowledges that, in the event it breaches (or attempts or threatens to breach) its obligation to provide the City/County termination/expiration assistance, the City/County will be irreparably harmed.

In such a circumstance, the City/County may proceed directly to court. Court jurisdiction for purposes of this agreement shall be within the State of Indiana, County of Allen, Indiana. If the court should find that Service Provider has breached (or attempted or threatened to breach) any

such obligations, Service Provider agrees that without any additional findings of irreparable injury or other conditions to injunctive relief, it shall not oppose the entry of an appropriate order compelling performance by Service Provider and restraining it from any further breaches (or attempted or threatened breaches).

In such event, City/County will promptly pay all reasonable past due amounts owing to the Service Provider that have been withheld or delayed.

# 4 COMPENSATION

**4.1** Service Provider proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in this Agreement and at the rates set forth in Exhibit F, attached here to and incorporated herein.

**4.2** Service Provider shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to the City/County. The City/County will pay Service Provider within thirty days (net 30 days) after receipt of such properly itemized claim forms.

**4.3** To the extent that the parties add a Statement of Work or other Exhibits to this Agreement, they will memorialize their agreement as to any additional compensation for the same in the fully executed written amendment to this Agreement.

# 5 INSURANCE REQUIREMENTS

Service Provider shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and the City/County from the claims set forth below which may arise out of or result from Service Provider's operations under this Agreement, whether such operations be by Service Provider or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable, as follows:

1. Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
2. Claims for damages because of bodily injury and personal injury, including death, and;
3. Claims for damages to property.

Service Provider's insurance shall be not less than the amounts shown below:

INSURANCE. Supplier shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High-Risk Insurance Attachment us attached hereto, the requirements of the High-Risk Insurance Attachment shall be substituted in lieu of the following requirements:

| | | |
|---|---|---|
| (a) | Worker's Compensation | per statutory requirements. |
| (b) | General Liability | $1,000,000 minimum per occurrence/ $2,000,000 aggregate |
| (c) | Automobile Liability | $1,000,000 minimum per occurrence |
| (d) | Products Liability | $1,000,000 minimum per occurrence |
| (e) | Completed Operations Liability | $1,000,000 minimum per occurrence |

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:

City of Fort Wayne Purchasing Department
Atten: Steve Gillette – Purchasing Director
200 E Berry Street, Suite 490
Fort Wayne, IN 46802
OR
Email: Steve.Gillette@cityoffortwayne.org

# 6 GENERAL PROVISIONS

## 6.1 INDEPENDENT CONTRACTOR

The parties agree that Service Provider is an independent contractor as that term is commonly used and is not an employee of the City/County. As such, Service Provider is solely responsible for all taxes on its income and none shall be withheld from the sums paid to Service Provider. Service Provider acknowledges that it is not insured in any manner by the City/County for any loss of any kind whatsoever. Service Provider has no authority, express or implied, to bind or obligate the City/County in any way.

## 6.2 SUBCONTRACTING

The parties agree that Service Provider shall not subcontract, assign, or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of the City/County, provided that provision of Services by an Affiliate of Service Provider is deemed approved. In the event that the City/County approves of any such subcontracting, assignment or delegation, Service Provider shall remain solely responsible for managing, directing, and paying the person or persons to whom such responsibilities or obligations are sublet, assigned, or delegated. The City/County shall have no obligation whatsoever toward such persons. Service Provider shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Service Provider of any responsibility for performing under this Agreement.

## 6.3 NECESSARY DOCUMENTATION

Service Provider certifies that it will furnish the City/County, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City/County, other units of local government, the State of Indiana, and the United States. Service Provider further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of Service Provider to comply with this paragraph shall constitute a material breach of this Agreement.

## 6.4 CONFIDENTIALITY

**6.4.1** The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Service Provider understands that the information provided to it or obtained from the City/County during the performance of its services is confidential and may not, without prior written consent of the City/County, be disclosed to a person not in the City/County's employ except to employees or agents of Service Provider who have a need to know in order to provide the services. Further, any information and data related specifically and exclusively to the City/County which is generated by Service Provider during the performance of this Agreement is confidential to the City/County. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Confidential information shall not include information, that: (a) was

known by Service Provider at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Service Provider; (c) is made known to Service Provider by a third person who does not impose any obligation of confidence on Service Provider with respect to such information or is made known by City/County to a third party without requirements of confidentiality; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Service Provider shall attempt to provide notice to the City/County upon receipt of notice of such a requirement for disclosure on or before fourteen (14) days prior to such disclosure, unless otherwise restricted from doing so; or (e) information that is independently developed by Service Provider without references to the confidential information.

**6.4.2** Service Provider shall not, under any circumstances, release information provided to it by, or on behalf of, the City/County that is required to be kept confidential by the City/County pursuant to Indiana law except as contemplated by Section 6.4.1, above. Unless required by Indiana law or upon written approval to do so by Service Provider, City/County will not release Service Provider information deemed confidential.

## 6.5 RECORDS AND AUDIT

Service Provider shall maintain books, records, documents, and other evidence directly pertinent to performance of Services under this Agreement. Service Provider shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for annual or as required by law or regulatory body, inspection by the City/County or any other authorized representative of the City/County upon 30 days' prior written notice. However, the parties agree that nothing in this section shall limit Service Provider's obligation to provide copies of City/County data and records to City/County upon request at no charge.

## 6.6 OWNERSHIP

**6.6.1** "Custom Deliverables" means works of authorship fixed in any tangible medium of expression by Service Provider or its officers, employees, agents or subcontractors in the course of performing the Services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof identified in a SOW or Change Order as being specifically developed as material to be solely owned by City/County.

**6.6.2** All Custom Deliverables made or created by Service Provider pursuant to Section 6.6.1, either solely or jointly with the City/County, in the course of Service Provider's performance of Services under this Agreement shall be Works for Hire pursuant to 17 USC §101 to be owned by the City/County or such Custom Deliverables shall be irrevocably assigned to the City/County as of the date when they are first fixed in any tangible medium of expression; in either case, the parties agree that such Custom Deliverables shall be the exclusive property of the City/County. At the City/County's request, Service Provider will execute all documents reasonably required to confirm or perfect ownership of such Custom

Deliverables and any corresponding copyright rights in and to such Custom Deliverables in the City/County including executing all applications, specifications, oaths, assignments, and all other instruments which City/County shall deem reasonably necessary in order to obtain and secure rights in and to such Custom Deliverables. Without the prior written consent of the City/County, Service Provider shall not use, copy, or prepare derivative works of the Custom Deliverables, or any parts of them, other than as related to the performance of Services pursuant to this Agreement. During the performance of Services pursuant to this Agreement, Service Provider shall be responsible for loss or damage to the Custom Deliverables while they are in Service Provider's possession or control. Any loss or damage shall be restored at Service Provider's expense. The City/County shall have free and unlimited access to the Custom Deliverables at all times and, upon demand, shall have the right to claim and take possession of the Custom Deliverables and all copies. Notwithstanding the foregoing, Service Provider shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

As between the City/County and Service Provider, City/County solely and exclusively owns all right, title and interest in and to all intellectual property, including, without limitation, any technical know-how or trade secrets, regardless of whether the same are or may be protected by copyright, trade secret, or patent law, provided by City/County to Service Provider in connection with the provision of Services and any improvements, modifications or derivative work thereof (collectively, "City/County Materials"). All rights in and to City/County Materials not expressly granted herein are expressly reserved to City/County.

Subject to the terms and conditions of this Agreement, City/County hereby grants to Service Provider, for the term, a limited non-exclusive license to use the City/County Materials solely to provide the Services. Subject to the terms and conditions of this Agreement, City/County hereby grants to Service Provider, for the Term, a limited non-exclusive license to use the Custom Deliverables and the City/County Materials for the sole purpose of providing, and only to the extent required to provide, the Services in accordance with this Agreement. The foregoing licenses are sub-licensable to Service Provider's affiliates and subcontractors, on the same material terms and conditions described in this Section 6.6.2, in connection with performance of Services hereunder.

**6.6.3** As between Service Provider and City/County, and subject to any restrictions on the use of Confidential Information and rights in any intellectual property owned by City County, Service Provider shall solely and exclusively own all right, title and interest in and to all intellectual property used or developed in the course of providing Services during the Term that was or is created, developed or invented by Service Provider which are not Custom Deliverables or City/County Materials (the "Service Provider Materials"). Notwithstanding the foregoing, the ownership of the media on which any Service Provider Materials are delivered to City/County shall vest in City/County.

Service Provider hereby grants, or shall arrange for the grant of, a royalty-free, worldwide, non-exclusive license or sublicense to City/County to (i) load, install, use, execute, transmit, display, or copy Service Provider Materials and (ii) make copies of any documentation accompanying such Service Provider Materials, in each of (i) and (ii) during the Term and in connection with the City/County's use and

receipt of the Services. To the extent any Service Provider Materials are integral to or required in connection with the use of any Custom Deliverables, the aforementioned license will be deemed to be perpetual.

**6.6.4** Residual knowledge. Nothing contained in this Agreement shall restrict either party from the use of any general ideas, concepts, know-how or techniques relating to the services provided hereunder which either party, individually or jointly, develops or discloses under this Agreement, provided that in doing so such party does not breach its obligations under this Section 6, or infringe the intellectual property rights of the other party or third-parties who have licensed or provided materials to the other party. However, except for the various license rights contained in this Sections 6, neither this Agreement nor any disclosure made hereunder grants any license to either party under any patents, trademarks, trade secrets or copyrights of the other party.

## 6.7 TERMINATION FOR CAUSE, CONVENIENCE OR FUNDING

**6.7.1 Service Provider Default.** Each of the following shall be a "Service Provider Default":

(a) the insolvency of Service Provider;

(b) the discovery that a representation made in this Agreement by Service Provider was false when made, if the nature and magnitude of the misrepresentation are such as to have had a material effect upon City/County's decision to engage Service Provider or upon the negotiations as to the other terms of this Agreement;

(c) the disbarment or disqualification of Service Provider from performing services with respect to any business with the federal or any state government; or

(d) if Service Provider materially fails to perform a material portion of the Services provided by this Agreement, or if it materially fails to perform disputed Services as directed pending resolution of such dispute, or if it otherwise materially violates or fails to perform any material term, covenant or provision of this Agreement (including, without limitation, any material breach from failure to perform any service standards or requirements set forth in this Agreement or the Exhibits) and such failure or violation under this subparagraph (d) is

(i) not cured within thirty (30) days after Service Provider has received notice of, such breach; OR

(ii) if the failure(s) is NOT one that could reasonably be corrected within thirty (30) days, the City County is provided a detailed written plan to review and approve within the same first thirty 30 days to cure said breach. Cure plan time period cannot exceed one hundred (120) days from receipt of notice of breach. Failure by Service Provider to adopt a cure plan within thirty (30) days of notice OR cure such breach according to plan within one hundred (120) day period will constitute Default.

Upon any Service Provider Default, the City/County may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, by written notice to Service Provider. (Please also see "Definitions" section "Material")

**6.7.2 City/County Termination for Convenience.** This Agreement may be terminated in whole or by tower - in writing by the City/County for the City/County's convenience at any time after the earlier of;

(a) eighteen (18) months from the Contract Signing Date or

(b) twelve (12) months from the agreed-upon cut-over date when the Transition Plan has been fully completed and Service Provider is assuming full operational responsibility and control from the existing service provider to perform the Services (the "Commencement Date") provided that Service Provider is given

(a) not less than one hundred eight (180) calendar days advance written notice of such termination (during the initial 3-year term) and (2) an opportunity for consultation with the City/County prior to such termination.

In the event of any termination of this Agreement pursuant to this Section 6.7.2, Service Provider shall recover from City County all amounts accrued and owing by the City/County pursuant to this Agreement for Services performed or other reimbursable amounts incurred through the effective date of the termination and the termination fees set forth in the Statement of Work.

In the event of any termination of this Agreement by tower, Service Provider shall recover an amount equal to one month of Service charges calculated by averaging the previous six months of monthly Service charges. Additionally, the City/County would be responsible for the costs to transition to a new Service Provider and any variance in monthly Service charges. In the event of any termination of this Agreement in whole, Service Provider shall recover the following early termination fees:

| | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 |
|---|---|---|---|---|---|---|
| Early Termination Fees | 498,028 | 498,028 | 448,225 | 448,225 | 398,422 | 398,422 |

**Termination for Convenience Notice Schedule:**

1. **Years 1-3 (i.e.; the initial term): 180 days written notice**
2. **Subsequent potential yearly terms (4-7): 120 days written notice**

**6.7.3** If, after termination for a Service Provider Default, it is determined that no Service Provider Default existed, the termination shall be deemed to have been made for the convenience of the City/County. In such event, the City/County shall promptly pay Service Provider all amounts due after adjustment of the amounts due pursuant to Section 6.7.2 through the revised effective date of termination resulting from such deemed termination for convenience fees set forth in this agreement.

**6.7.4 City/County Payment Default.** Service Provider may, by written notice to the City/County, terminate this Agreement upon the failure of the City/County to make payment of any material amount owing to Service Provider under this Agreement within thirty (30) days after the City/County has received written notice of such non-payment. Service Provider shall not be entitled to terminate this Agreement for any other reason. Failure of the City/County to pay any amount due in a timely manner shall be deemed a termination for convenience by the City/County. In the event of any termination of this Agreement by Service Provider pursuant to this Section 6.7 Service Provider shall recover from the City/County any amounts accrued and owing

by the City/County pursuant to this Agreement for Services performed or other reimbursable amounts incurred through the effective date of the termination (or, if later, the date which would have been the effective date of termination if the City/County had delivered a notice of termination for convenience pursuant to Section 6.7.2 as of the date of Service Provider's notice of default pursuant hereto) and the termination fees which would be due had the City/County terminated for convenience pursuant to Section 6.7.2.

Upon (a) receipt of notice of termination from the City/County resulting from a Service Provider Default pursuant to Section 6.7.1, termination for convenience pursuant to Section 6.7.2, or termination for failure of funding pursuant to Section 6.8, or (b) upon Service Provider's written notice of termination resulting from the City/County's payment default pursuant to Section 6.7.4, Service Provider shall (i) promptly discontinue all Services affected as of the effective date of the termination specified in the termination notice (unless, in the case of termination by the City/County, the termination notice directs otherwise), and (ii) deliver, cause to be delivered, or otherwise make available to the City/County all Custom Deliverables, City/County Materials and such other required information, materials or documents pursuant to Section 6.6.4 and Section 6.6.5 as may have been accumulated by Service Provider in performing this Agreement, whether completed or in process.

## 6.8 TERMINATION FOR FAILURE OF FUNDING.

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City/County are at any time insufficient or not forthcoming through failure of the necessary public authority to appropriate funds, then the City/County shall have the right to terminate this Agreement upon at least sixty (60) days advance written notice to Service Provider. In such event this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. The City/County agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full. No Services will be provided after the last day of the fiscal period for which appropriations were received. If practicable, the City/County shall use commercially reasonable efforts to provide a non-binding notice to Service Provider of its intent to terminate for lack of funding as provided herein at least one hundred eighty (180) days prior to such anticipated termination. In the event of any termination of this Agreement by Service Provider pursuant to this Section 6.8, Service Provider shall recover from the City/County any amounts accrued and owing by the City/County pursuant to this Agreement for Services performed or other reimbursable amounts incurred through the effective date of the termination.

## 6.9 LIMITATION OF LIABILITY AND INDEMNITY

**6.9.1** Except as expressly provided herein, neither party will be liable to the other party (or to any person claiming through the other party) for indirect, ancillary, special, punitive, consequential, or exemplary damages arising out of or in any manner connected with this Agreement, or the subject matter hereof, regardless of the form of action and whether or not such party has been informed of, or otherwise might have anticipated, the possibility of such damages.

**6.9.2** Except to the extent otherwise expressly provided in this Section 6.9, Service Provider's total aggregate liability (including its affiliates and subcontractors

performing services hereunder) arising out of or in any manner connected with this Agreement, regardless of the form of action, shall be limited to the lessor of (i) $5.0 million or (ii) the aggregate revenues earned by Service Provider pursuant to this Agreement for the 12 month period ending immediately prior the 12 month anniversary of this agreement.

**6.9.3** The foregoing limitations of liability set forth in Sections 6.9.1 and 6.9.2 shall not apply to damages arising from (i) indemnification claims for third party damages under Section 6.9.4, (ii) the gross negligence, willful misconduct, or fraudulent acts of Service Provider, and (iii) personal injury or death to the extent caused by the negligence, gross negligence, or willful misconduct of Service Provider. With regard to damages to tangible property to the extent caused by the gross negligence or willful misconduct of Service Provider, Sections 6.9.1 and 6.9.2 will not apply and with regard to damages to tangible property to the extent caused by the negligence (but not the gross negligence or willful misconduct) of Service Provider, Section 6.92 shall not apply.

**6.9.4 Indemnification by Service Provider**

**6.9.4.1** Service Provider shall indemnify, defend, and hold harmless the City/County, and its respective officers, directors, officials, agents, personnel, employees, contractors, subcontractors, and assigns from any and all third party losses, liabilities, damages, and claims, and all related legal costs and expenses (including legal fees, expenses and costs of settlement) (collectively, "Losses") to the extent arising out of any action, suit, claim, or demand made or brought by a third party arising from any of the following:

(a) claims that the Service Provider's deliverables or any use of any of the deliverables by City/County as authorized under this Agreement infringe or misappropriate any intellectual property rights of any third party, except to the extent that such claim arises from: (A) City/County's breach of this Agreement; (B) any City/County Materials provided by City/County to Service Provider in connection with the Services; (C) City/County's modification of the deliverables in violation of this Agreement or the applicable SOW, to the extent that, absent such modification, the infringement or other violation would not have occurred; or (D) City/County's use or incorporation of deliverables in violation of the applicable written specifications set forth in the applicable SOW, to the extent that, absent such use or incorporation, the infringement or other violation would not have occurred;

(b) the personal injury or death of any third party, to the extent caused by the negligence, gross negligence or willful misconduct or other fault of Service Provider; and

(c) damage, loss, or destruction of any real or tangible personal property to the extent caused by the negligence, gross negligence, or willful misconduct of Service Provider.

**6.9.4.2** Subject to Section 6.9.4.1(a) above, if any deliverables (other than City/County Materials) are found to infringe or misappropriate any intellectual property right of any third party, or in Service Provider's reasonable opinion is likely to be so found, then Service Provider shall, at Service Provider's option, (a) modify such deliverable to make it non-infringing; provided that such modification does

not adversely affect the functionality, completeness, or accuracy of the applicable deliverable, (b) procure for City/County the right to continue using the applicable deliverable, or (c) replace the applicable deliverable with substantially equivalent materials that are non-infringing. Any costs associated with implementing any of the above shall be borne by Service Provider.

**6.9.4.3** Indemnification Procedures. Promptly after City/County's receipt of written notice of the commencement of any civil, criminal, administrative, or investigative action or proceeding, or a written demand giving rise to a claim, by a third party for which City/County is entitled to indemnity hereunder (a "Third-Party Claim"), within 15 calendar days from City/County's receipt of such written notice, City/County shall notify Service Provider of such Third-Party Claim in writing; provided, however, that the failure to promptly so notify Service Provider will not relieve Service Provider of any liability that it may have to City/County, except to the extent that the defense of such Third-Party Claim is prejudiced by City/County's failure to give such notice.

**6.9.4.4** If City/County gives notice to Service Provider pursuant to Section 6.9.4.3 above of the assertion of a Third-Party Claim, Service Provider shall be entitled to participate in the defense of such Third-Party Claim and, to the extent that it wishes, to assume the defense of such Third-Party Claim with counsel reasonably satisfactory to City/County by providing written notice to City/County within thirty (30) days after receipt by Service Provider of such notice from City/County; provided, however, if (a) the Third-Party Claim (i) seeks non-monetary relief against City/County, or (ii) involves criminal or quasi-criminal allegations against City/County, Service Provider cannot settle such Third Party Claim without the consent of City/County, at its reasonable discretion. If Service Provider failed or is failing to prosecute or defend such Third-Party Claim in a commercially reasonable manner, City/County may assume control of the defense of such Third-Party Claim. In the event Service Provider assumes the defense of the Third-Party Claim, Service Provider will consult, and the Parties will reasonably cooperate with each other on all aspects of such defense.

**6.9.4.5** After notice from Service Provider to City/County in accordance with Section 6.9.4.4.1 of its election to assume the defense of such Third-Party Claim, City/County will have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by Service Provider, and Service Provider shall not, so long as it diligently conducts such defense, be liable to City/County under this Agreement for any fees or costs of other counsel or any other expenses with respect to the defense of such Third-Party Claim, in each case subsequently incurred by City/County in connection with the defense of such Third-Party Claim. If Service Provider assumes the defense of a Third-Party Claim, no compromise or settlement of, or consent to any judgment with respect to, such Third-Party Claim may be effected by Service Provider without City/County's prior written consent unless (a) Service Provider admits it is liable for indemnification hereunder with respect to all aspects of such Third-Party Claim, (b) the sole relief provided is monetary damages that are paid in full by Service Provider, (c) such settlement or judgment will not encumber any assets of City/County and will not contain any restriction or condition or other injunctive relief that would apply to or adversely affect City/County or its assets, (d) such settlement or judgment includes, as a condition to such settlement or other resolution, a complete and irrevocable release of City/County from all liabilities in respect of such Third-Party Claim, and (e) includes no admission of wrongdoing by City/County.

**6.9.4.6** If (a) Service Provider fails to assume the defense of such Third-Party Claim within thirty (30) days after receipt of notice from City/County in accordance with Section 6.9.4.4.1 above, (b) the Third-Party Claim seeks nonmonetary relief which, if granted, could reasonably be expected to materially and adversely affect City/County, or (c) after assuming the defense of such Third-Party Claim, Service Provider is found by a court of competent jurisdiction to have failed or found to be failing to diligently conduct the defense of such Third-Party Claim, City/County will (upon delivering notice to such effect to Service Provider) have the right to undertake the defense, compromise or settlement of such Third-Party Claim (all at the reasonable cost and expense of Service Provider), and Service Provider shall have the right to participate therein at its own cost (provided that Service Provider shall not compromise, resolve or settle any such Third-Party Claim without the prior written consent of City/County, which shall not be unreasonably withheld, conditioned or delayed).

**6.9.4.7** Notwithstanding the foregoing, and in addition to the rights of City/County set forth above, City/County may, by notice to Service Provider and at City/County's sole cost and expense, assume the exclusive right to defend, compromise or settle such Third-Party Claim, but Service Provider will not be bound by any determination of any Third-Party Claim so defended for the purposes of this Agreement or any compromise or settlement effected without its consent.

**6.9.5** Nothing contained herein shall create any obligation of the City/County to indemnify Service Provider for any acts of the City/County or its officers, agents, officials, employees, subcontractors or any other third parties engaged by the City/County.

## 6.10 NOTICE

Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

**To Service Provider:**
C/O Natalie Litera, Chief Operating Office
111 Monument Cir #202
Indianapolis, IN 46204
(email: nlitera@ksmconsulting.com)

**To the City/County:**
C/O Carol Helton, Esq.
Fort Wayne City Attorney – Legal Dept.
City of Fort Wayne
200 E Berry St.
Fort Wayne, IN 46802
(email: carol.helton@cityoffortwayne.org)

## 6.11 DISPUTES

The City/County may withhold no more than 50% payment of any line item on a Service Provider invoice that it in good faith disputes, provided such dispute relates to a failure by Service Provider that would, if not cured, be a material breach of the Agreement or that constitutes an error in the amount charged, is due or owing on the following terms. In such case, the City/County shall, by the applicable due date, pay any amounts then due that are not disputed and provide to Service Provider a written explanation of the basis for the dispute as to the disputed amounts. The failure of the City/County to pay a disputed invoice, or to pay the disputed part of an invoice, shall not

constitute a breach or default by the City/County, so long as the City/County complies with the provisions of this Section 10.5 and Article 14. The parties agree to expedite the Dispute Resolution with regard to disputed payments and use commercially reasonable efforts to complete such process within sixty (60) days after its commencement. Upon mutual written approval of any proposed corrective action to resolve the dispute, the City/County shall pay Service Provider an additional 25% of the disputed amount, unless the Parties agree that no such payment is due. Upon final resolution the City/County shall pay the final 25% of the disputed amount, unless the Parties agree that no such payment is due.

## 6.12 NON-DISCRIMINATION

Service Provider and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

## 6.13 CONFLICT OF INTEREST

**6.13.1** Service Provider certifies and warrants to the City/County that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the City/County.

**6.13.2** Service Provider certifies and warrants to the City/County that Service Provider, or a person who wholly or partially owns Service Provider, is not a relative of either the Mayor of Fort Wayne, Indiana, or a member of the City/County Council or member of the Allen County Board.

## 6.14 NON-CONTINGENT FEES

Service Provider agrees that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this Section 6.14, the City/County shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## 6.15 FORCE MAJEURE

In the event that either party is unable to perform any of its Material obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, epidemic, pandemic, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance

exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

## 6.16 APPLICABLE LAWS; FORUM

**6.16.1** Service Provider agrees to comply with all applicable federal, state, and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the City/County and Service Provider to determine whether the provisions of the Agreement require formal modification. Additionally, Service Provider shall comply with all applicable City/County policies and rules, copies of which shall be provided to Service Provider upon its request.

**6.16.2** This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of Fort Wayne and County of Allen, IN. Suit, if any, shall be brought in the State of Indiana, County of Allen.

## 6.17 WAIVER

A party's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of the party's rights or remedies.

## 6.18 SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

## 6.19 ATTORNEYS' FEES

Service Provider shall be liable to the City/County for reasonable attorneys' fees incurred by the City/County in connection with the collection or attempt to collect, any damages arising from Service Provider's breach of this Agreement or the negligent or wrongful act or omission of Service Provider, provided however the City/County prevails in such litigation and the Court awards such damages.

## 6.20 SUCCESSORS AND ASSIGNS

The City/County and Service Provider each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Service Provider shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City/County, provided however that any assignment of interest to an affiliate of Service Provider will be deemed to have been consented to. The City/County shall not unreasonably withhold any required consent. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City/County.

## 6.21 AUTHORITY TO BIND SERVICE PROVIDER

Notwithstanding anything in this Agreement to the contrary, the signatory for Service Provider represents that he/she has been duly authorized to execute agreements on behalf of Service Provider and has obtained all necessary or applicable approval from the home office of Service Provider to make this Agreement fully binding upon Service Provider when his/her signature is affixed and accepted by the City/County.

## 6.22 DEBARMENT AND SUSPENSION

**6.22.1** Service Provider certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency, or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Service Provider.

**6.22.2** Service Provider certifies, by entering into this Agreement, that it does not engage in any unlawful investment activities, including without limitation those activities described in IC 5-22-16.5.

**6.22.3** Service Provider shall provide immediate written notice to the City/County if, at any time after entering into this Agreement, Service Provider learns that its certification was erroneous when submitted, or Service Provider is debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from, or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

**6.22.4** Service Provider shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency, or political subdivision of the State of Indiana.

## 6.23 COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to IC 22-5-1.7, Service Provider shall enroll in and verify the work eligibility status of all newly hired employees of Service Provider through the E-Verify Program ("Program"). Service Provider is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

**6.23.1** Service Provider and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Service Provider or its subcontractor subsequently learns is an unauthorized alien. If Service Provider violates this Section 6.23, the City/County shall require Service Provider to remedy the violation not later than thirty (30) days after the City/County notifies Service Provider. If Service Provider fails to remedy the

violation within the thirty (30) day period, the City/County shall terminate the Agreement for breach of contract. If the City/County terminates the Agreement, Service Provider shall, in addition to any other contractual remedies, be liable to the City/County for actual damages. There is a rebuttable presumption that Service Provider did not knowingly employ an unauthorized alien if Service Provider verified the work eligibility status of the employee through the Program.

**6.23.2** Service Provider shall, prior to performing any work, require each subcontractor to certify to Service Provider that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Service Provider shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Service Provider determines that a subcontractor is in violation of this Section 6.23, Service Provider may terminate its contract with the subcontractor for such violation.

**6.23.4** Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Service Providers enrollment in the Program, unless the Program no longer exists, shall be filed with the City/County prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City/County.

## 6.24 KEY PERSONNEL

The parties agree that Key Personnel will be set forth in Exhibit G. Removal, Replacement and Promotion of Key Personnel is detailed further in Section 7.2. Key Personnel titles affected by Sections 6.24 and 7.2 are listed in Exhibit G.

## 6.25 TAXES

The City/County is a local governmental entity and, as such, is exempt from local, state, and federal taxes and Service Provider shall not invoice assessments of taxes provided the City/County promptly furnishes City/County's exemption certificates and other documentation that may be reasonably requested by Service Provider.

## 6.26 ELECTRONIC SIGNATURE

Service Provider and the City/County agree to signature both in counterparts and by facsimile.

# 7 ADDITIONAL AND SPECIFIC PROVISIONS

## 7.1 DUTIES OF THE SERVICE PROVIDER

CITY/COUNTY RESOURCES. Throughout the duration of this Agreement, the Service Provider shall identify and request in writing from the City/County Project Manager all the City/County resources that may reasonably be required by the Service Provider to perform the Services, without limitation including all information, the City/County staff, equipment, facility, or materials needed by the Service Provider. The Service Provider shall take commercially reasonable steps to request the City/County Resources far enough in advance to allow adequate planning and availability on the City/County's part and to avoid unnecessary expense or overtime. Notwithstanding the foregoing, the Service Provider shall not be entitled to request that the City/County provide City/County resources other than those identified as a City/County responsibility unless the City/County can do so at no significant cost.

If the City/County Project Manager fails to provide within a reasonable time period a City/County resource that this Agreement requires the City/County to provide, the Service Provider will notify the City/County of such failure, pursuant to the approved process and/or the escalation path. The Service Provider shall not be relieved of any failure to perform under this Agreement by virtue of the City/County's failure to provide any City/County resource: (i) that the Service Provider failed to identify and request in writing from the City/County pursuant to this Section; OR (ii) which the City/County is not required to provide pursuant to this Agreement.

To the extent the Service Provider is excused from performance under the terms of this Section, the Service Provider will only be excused for (a) delays that occur after it has given notice to the City/County CIO or its designated delegate, which notice shall set forth the facts relating to the City/County's failure, and which references this Section 7.1; and (b) if the requisite City/County resources have not been provided within five (5) business days after the delivery of such notice, a follow-up notice to the City/County which attaches a copy of the first notice and provides a final five (5) business day cure period.

## 7.2 REMOVAL, REPLACEMENT & PROMOTION OF SERVICE PROVIDER PERSONNEL

The City/County will have the right to require the removal and replacement of any Service Provider staff filling the positions of Key Personnel set forth on Exhibit G. The City/County must approve in writing the allocation of "Key Personnel" positions on the Project, and the City/County shall have the right to interview all personnel that the Service Provider proposes to allocate to such Key Personnel positions upon the City/County's request. As used in this Contract, the term "Key Personnel" shall mean the Key Personnel set forth in Exhibit G.

Unless approved by the City/County in writing, the Service Provider will not for a period of 12 months: (i) remove the Service Provider's Key Personnel from the Project or permit its subcontractors to remove Key Personnel from the Project unless the Key Personnel is terminated or experiences some other life altering event by Service Provider or the subcontractor or the Key Personnel terminates his/her relationship with Service Provider or the subcontractor or (ii) materially reduce the involvement of the Service Provider's Key Personnel in the Project or allow its subcontractors to materially reduce the involvement of Key Personnel in the Project unless the Key Personnel is terminated or promoted, or experiences some other position altering event by

Service Provider or the subcontractor or the Key Personnel terminates his/her relationship with Service Provider or the subcontractor.

In any event, Service Provider will provide City/County with notice of any such events.
Service Provider will make strong efforts NOT to reassign its initial Key Personnel without the City/County's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed during the Term of this Agreement or any permitted replacement Key Personnel during the period beginning on the date such individual commences performing the Services pursuant to the terms and conditions of this Agreement, to other functions if doing so would adversely affect the Services.

Qualified Personnel. Service Provider agrees that each Service Provider employee performing Services in connection with this Agreement (each an "Employee", collectively "Employees") shall have the qualifications and shall fulfill the requirements set forth in this Agreement and as reasonably specified by the City/County and agreed by Service Provider from time to time. For each Employee, to the extent permitted by, and in accordance with, applicable law, Service Provider shall conduct routine reference checks (e.g., work experience). Service Provider agrees that each Employee will be professionally trained to perform the Services and is oriented with respect to the written policies and procedures of the City/County provided to Service Provider prior to commencement of the Services.

The City/County shall not be required to pay any fees relating to any Employee prior to such time as the training and orientation referenced in the preceding sentence with respect to such Employee is completed and such Employee commences performing the Services pursuant to the terms and conditions of this Agreement.

Minimum Proficiency Levels. Employees, including the Key Personnel, shall have experience, training, and expertise at least equal to prevalent industry standards applicable to such personnel for their responsibilities in the business in which Service Provider is engaged and shall have sufficient knowledge of the relevant aspects of the Services and the Deliverables to enable them to properly perform the duties and responsibilities assigned to them in connection with this Agreement.

Subject to the terms and conditions herein, in the event of a breach by Service Provider of its obligations in respect of the minimum proficiency levels of Employees, Service Provider shall promptly take one or the other (as mutually agreed by the parties) of the following actions: (i) remove and replace (with another person approved by the City/County in its reasonable discretion and properly qualified to perform the functions of such replaced person) any Employee after receipt of notice from the City/County that such Employee does not meet the required minimum proficiency levels; or (ii) take appropriate action in respect of any such Employee, including, but not limited to, training to bring such Employee's proficiency levels in line with such required minimums.

**The Service Provider will replace personnel who leave the project with equivalently qualified persons, cross train at the Service Provider's own expense and without disruption to the services outlined in this Agreement.** The Service Provider will replace such personnel as soon as reasonably possible, and in any event within thirty (30) days after the City/County first receives notice that the person will be leaving the Project.

Reassignment. Service Provider shall make strong efforts not to reassign any individual designated as Key Personnel during the period beginning on the date such individual commences performing the Services pursuant to the terms and conditions of this Agreement to other functions if doing so would adversely affect the Services.

In the event any one of the Key Personnel is reassigned, becomes incapacitated, or ceases to be employed by Service Provider and therefore becomes unable to perform the functions or responsibilities assigned to him or her, Service Provider shall (i) **make strong efforts within forty (40) business hours, to temporarily replace such person with another person properly qualified to perform the functions of such replaced person, and (ii) within thirty (30) days, permanently replace such replaced person with another person approved by the City/County in its reasonable discretion and properly qualified to perform the functions of such replaced person.**

Replacement. City/County, on a reasonable basis, shall have the right to require the removal and replacement of any Employee, including the Program Manager and the Key Personnel, at any time during the Term. The City/County shall notify Service Provider in writing in the event the City/County requires such action. Service Provider shall accomplish any such removal within a commercially reasonable time after receipt of notice from the City/County and shall promptly replace such person with another equally qualified person within thirty (30) days, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement.

If Service Provider replaces Key Personnel, the new Key Personnel shall, at no cost to the City/County, devote sufficient time to becoming familiar with the scope of the services prior to performing Services. In the event the City/County makes a reasonable determination that such replacement Key Personnel is not sufficiently familiar with the scope of the services, Service Provider shall devote such additional time as is necessary to familiarize the replacement Key Personnel with the environment.

As used in this Contract, the term "personnel" includes all staff provided by the Service Provider or its subcontractors, including but not limited to Key Personnel.

The City/County will not use unreasonable measures by which to request removal and/or replacement of Service Provider personnel. The City/County will respond to Service Provider personnel change requests within three (3) business days from receipt of written request. The Service Provider will not be held responsible for delays caused by failures by the City/County to review, interview and/or approve Service Provider personnel and/or changes.

## 7.3 REGENERATION OF LOST OR DAMAGED DATA

With respect to any data which has been lost or damaged due to negligence, gross negligence and intentional misconduct of the Service Provider or its subcontractors in violation of this Contract, the Service Provider shall, at its own expense, obtain a new machine-readable copy of lost or damaged data from the City/County's data sources (most recent backup). The Service Provider shall further reload and restore such data at the Service Provider's expense using the City/County's most recent available backup. The Service Provider shall not be responsible for any expenses that are the result of the failure of the City/County to comply with this Contract or to maintain backup data in accordance with the City/County's regular schedule.

## 7.4 TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Contract, the Service Provider shall cooperate with the City/County to assist with the orderly transfer of the Services, functions and operations provided by the Service Provider hereunder to another provider or to the City/County as determined by the

City/County in its sole discretion. The transition services that the Service Provider shall perform if requested by the City/County include but are not limited to:

**7.4.1** In a professional manner, work with the City/County to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

**7.4.2** Notify all affected service providers and subcontractors of the Service Provider's transition activities;

**7.4.3** In a professional manner, perform the transition service plan activities;

**7.4.4** Answer and participate in all questions on an as needed basis; and

**7.4.5** Expeditiously provide all reasonable services, data, information, product and etc. needed to orderly transition the contracted services related to this Agreement.

## 7.5 OTHER OBLIGATIONS OF VENDOR

**7.5.1** WORK ON CITY/COUNTY PREMISES. The Service Provider will ensure that its employees and agents shall, whenever on the City/County premises, obey all instructions and directions issued by the City/County with respect to rules, regulations, policies, and security procedures applicable to work on the City/County premises. The Service Provider agrees that its personnel and the personnel of its subcontractors will comply with all such rules, regulations, and security procedures when on the City/County premises. However, the City/County shall have no duty to instruct or direct the Service Provider, its employees, and agents with regard to these policies and security procedures.

**7.5.2** DAMAGE TO EQUIPMENT OR FACILITIES. The Service Provider shall be responsible for any damage to or loss of City/County equipment or facilities arising out of the negligent or willful act or omission of the Service Provider or its subcontractors.

**7.5.3** RESPECTFUL AND COURTEOUS BEHAVIOR. The Service Provider shall require and promptly implement remedial action as reasonably necessary to ensure that its employees interact with City/County employees and with the public citizens of the City/County in general in a courteous, helpful, and impartial manner. All employees of the Service Provider, in both field and office, shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Service Provider up to and including immediate removal of such Service Provider personnel from City/County premises.

## 7.6 UPDATED/NEW TECHNOLOGY

The parties recognize that technology may change during the term of this Contract. Accordingly, the parties agree as follows:

**7.6.1** The Service Provider shall provide the City/County with prompt written notice of all material upgrades, enhancements and modifications to the Software covered by Maintenance Services or Services provided by Service Provider and utilized by the City/County under this Agreement that become available during the term of this agreement (the "Updated/NEW Technology").

**7.6.2** Unless specified in writing by the City/County in a specific instance, and provided that the City/County is paying for Maintenance Services, all Software provided to the City County hereunder by the Service Provider will be the latest, most recent

version available as of the time of installation. The Service Provider will schedule installation of all Software as late in the process as is reasonably practicable to meet the Project Plan deadlines. Unless specified in writing by the City/County in a specific instance, the Service Provider will continually update the Software after installation at no additional cost and it shall be a condition of System Acceptance that all Software be the latest, most current version available as of the date of System Acceptance.

**7.6.3** Notwithstanding anything contained in this Agreement to the contrary, the City/County shall have the option to reject proposed New Technology and to accept less than the most current version but at least the earliest supported version of the Software by providing written notice to the Service Provider, provided however, that Service Provider shall have no obligation, but will give best efforts, to fix any Defects (regardless of any Maintenance Services subscribed by City/County) if the City/County is not using the most recent Software and/or 2 previous versions of the software. Corrections to the software are only made to the most current version.

**7.6.4** The Service Provider shall provide additional details and estimated prices to the City/County at the request of the City/County if the City/County wants to consider further the possible addition of the New Technology.

**7.6.5** Notwithstanding anything contained herein to the contrary, neither the acceptance of proposed New Technology by the City/County nor the amendment of this Contract to incorporate New Technology shall relieve the Service Provider from its obligations under this Agreement to satisfy the Specifications and Requirements; provided that the City/County subscribes and pays for Maintenance Services.

**7.6.6** Third Party Software. Third Party Software and equipment required to operate Upgrades of the Software may change over time, and that the City/County is responsible for obtaining at their own expense the required technologies and equipment necessary to utilize such Upgrades.

## 7.7 PUBLICITY

Service Provider shall not release any information concerning this Agreement, the Services, or any part thereof to any member of the public or the press or any representative of any business entity or official body, unless prior written consent is obtained from the City/County.

## 7.8 NON-EXCLUSIVITY

Nothing in this Agreement shall be interpreted as preventing the City/County from obtaining any other product or service or any other product or service, from itself or any other provider during the Term, as it deems necessary or desirable in its sole discretion. To the extent the City/County performs any services itself, or retains third parties to do so (including, but not limited to transition services provided by third parties pursuant to the prior service provider agreement), Service Provider agrees to cooperate with the City/County or any such third party, which cooperation shall include: (i) providing access to the City/County Data Center and any other City/County facilities being used to provide the Services (as necessary for the City/County or a third party to perform); (ii) providing access to the Equipment and Software (to the extent permitted under any underlying agreements with third parties); and (iii) providing information regarding the City/County's operating environment, system constraints and other operating parameters such that a person with reasonable commercial skills and expertise would find reasonably necessary for the City/County or a third party to perform the Services. Service Provider shall promptly notify the City/County if an

act or omission of such a third party will cause a problem or delay in providing the Services and shall cooperate with the City/County and any affected third-party vendor or provider to prevent or circumvent any problems or delays.

## 7.9 ADDITIONAL SERVICES - AS DESIGNATED BY THE CITY/COUNTY

As of the Commencement Date, Service Provider shall provide the Services to the City/County and to those affiliated entities to which services similar to the Services were being provided immediately prior to the Commencement Date. During the Term, Service Provider shall also provide the Services to such other entities as the City/County designates from time to time for the additional Fees determined in accordance with Exhibit F – Pricing and Payment Schedule.

## 7.10 PERFORMANCE OF THE SERVICES

Service Provider agrees that it is capable in all respects of providing and shall provide all Services in accordance with this Agreement. Service Provider further agrees that:

(i) all Services provided under this Agreement shall be provided in a timely, professional, and workmanlike manner consistent with high standards of quality and integrity and shall meet the performance standards and specifications required under this Agreement; (ii) it will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Services; (iii) it will maintain the Equipment and Software in accordance with the applicable hardware/software vendor recommendations or as mutually agreed, (iv) it will use all commercially reasonable efforts to use efficiently the City/County resources or services necessary to provide the Services, and it will perform the Services in a cost-effective manner consistent with the required level of quality; (v) it shall provide the Services using reasonably current technology (vi) no amendment to this Agreement or additional cost or expense shall be required by Service Provider during the Term in order for it to be able to perform the Services in accordance with the SLAs.

## 7.11 City/County IT Projects Description and Definition

The following details the minimum requirements that the City/County requires of all projects by the Service Provider and approved in writing by the City/County.

1. The Service Provider will implement a standardized, and easily usable project request document/template and process & procedure for the City/County and Service Provider to utilize.
2. The Service Provider will utilize City/County approved project management tools and processes for all projects. (i.e.; MS project, Excel, etc.)
3. Service Provider Personnel will be minimally proficient in and/or certified in industry standard project management certifications. (i.e.; PMI, ITIL, etc.)
4. The Service Provider will have 10 business days from date of project request (unless otherwise agreed to in writing by City/County) to data gather, scope, size, plan, and price (if applicable) sufficient detail to accurately submit a/the project SOW (the plan) based on the above-mentioned project request template.
5. Service Provider agrees to include in all Project SOWs (plans) the following project items, documentation and/or detail:
    a. An easily identifiable Project number or numbering sequence to follow/trace back to Project Request document as well as easily track and monitor multiple project plans simultaneously.
    b. A firm project start date and end date. (pending approval by City/County)
    c. Number of resources needed/assigned and identified by name and/or title.
    d. Number of hours, days, months, etc. the project will take to complete once started.

(i.e.; a defined timeline of events)
e. Any assumptions/exceptions made. (to the extend if/where needed/required)
f. Any milestone approval triggers. (to the extend if/where needed/required)
g. Appropriate level and frequency status reporting.
    i. Reporting Level means: To City/County IT leadership, to City/County customers, to Service Provider, etc.
    ii. Reporting Frequency means: At an agreed upon and rationale frequency. Such as weekly, bi-weekly, monthly.
h. Customer Satisfaction Surveying at completion of all projects. Surveys reviewed and approved by City/County. Reported to City/County monthly.

6. Additionally, City/County Projects will be defined and paid via the following guidelines:
    a. Tickets are small projects than that can be completed in less than 20 hours and do not require the same level of project definition.
    b. Requests that require more than 20 hours are Billable projects.
    c. Prepaid Project Funding in main contract:
        i. The contract shall include dollars set aside for projects in main contract.
        ii. Projects may be paid with purchase orders outside of the main contract, or with the pre-paid dollars set aside in the main contract.
        iii. No more than 25% of set aside funds can be billed for local, on-site people. Unless otherwise agreed to by both parties.
        iv. The three clients can set their own specific amount of dollars set aside for projects.
        v. The maximum amount set aside amount per client shall not exceed $120,000.
        vi. Every quarter, the City/County may change the set aside amount and/or apply the set aside amount to the whole invoice.
        vii. All prepaid project dollars not used for projects are credited to the respective organization at the end of the contract.
    d. The service provider will provide a list of hourly rates for the classes of skill sets employed on projects.
    e. The service provider shall provide reporting on set aside dollars, including local resources, skill sets used, and their costs.

## 7.12 Quarterly Performance Reviews & Annual IT Retreat – Outsourcing Contract Discussion

1. **Quarterly Performance Checkup's:** A brief review/checkup meeting to be conducted every 90 days during the Initial Term. With the primary intent of providing both parties an opportunity to discuss current trends, SLAs/XLAs, MSA progress and mutually work together to resolve any unforeseen shortcomings. Specific topics, typical agendas, and topics TBD by both parties.

2. **Annual IT Audit & Retreat:** Annually, both parties will meet to discuss MSA progress – successes and shortcomings. The goal/intent being to allow both parties to affirm, clarify and/or redefine MSA language as needed to ensure continual MSA success.

## 7.13 City/County IT Leadership – Approval Process

To the extent required during the term of this agreement, the City/County, by current organizational design, employs three (3) IT leaders to manage and guide the respective City/County IT Divisions. Those divisions include (in no particular order):

1. City of Fort Wayne Municipal IT
2. City of Fort Wayne Utilities IT
3. Allen County IT

With respect to any/all enterprise-wide decisions; when/where contract approvals, customer/contract references, requests to proceed and/or anything else deemed by the City/County as material in nature are needed/required as it relates to this MSA, the Service Provider must solicit all 3 IT leaders' approval (or minimally a majority approval) before requested action can proceed.

# 8 DISENTANGLEMENT

## 8.1 GENERAL OBLIGATIONS

Service Provider shall accomplish a complete transition of the Services being terminated from Service Provider and the Subcontractors to the City/County, or to any replacement provider designated by the City/County, without any undue interruption of or adverse impact on the Services or any other services provided by third parties (the "Disentanglement"). Service Provider shall fully cooperate with the City/County and any new service provider and otherwise promptly take all steps required to assist the City/County in effecting a complete Disentanglement. Service Provider shall provide City/County all City/County information regarding the Services or as otherwise reasonably needed for Disentanglement, including data conversion, interface specifications, and related professional services.

Service Provider shall provide for the prompt and orderly conclusion of all work, as the City/County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to the City/County or the City/County's designee. All Services related to Disentanglement shall be deemed a part of the Services for which Service Provider shall be compensated and shall be performed by Service Provider at no additional cost to the City/County provided Service Provider can use its current staff during regular work hours and provided further that SLA/XLA credits are waived during the Disentanglement. Service Provider's obligation to provide the Services shall not cease until completion of mutually agreed disentanglement plan, including the performance by Service Provider of all asset-transfers and other obligations of Service Provider, has been completed; provided however, the parties acknowledge that no Services will be provided hereunder to the extent the City/County does not have funds appropriated for Services.

## 8.2 FULL COOPERATION AND INFORMATION

At all times during Disentanglement, the **Parties shall cooperate fully with one another to facilitate a smooth transition of the Services being terminated from Service Provider to the City/County** or to the City/County's designated replacement provider. Such cooperation shall include:

**(a)** the provision (both before and after the cessation of Service Provider's providing all or any part of the Services under this Agreement) by Service Provider to the City/County of full, complete, detailed, and sufficient information regarding City/County's architecture, environment, and other IT data (including all information then provided to Service Provider) to enable a reasonably experienced, expert provider of similar IT services to fully assume and continue without interruption the provision of the Services;

**(b)** the provision to personnel of the City/County and/or the City/County's designated replacement provider of appropriate transfer of all knowledge relevant to the Services that are to be transferred;

**(c)** the provision of master file and field descriptions and record layouts in respect to the City/County Software, along with run documentation and job control listings, and other similar information within Service Provider's possession or control necessary for the

City/County and/or the City/County's designated replacement provider to run the City/County Software.

## 8.3 NO INTERRUPTION OR ADVERSE IMPACT

Service Provider shall fully cooperate with the City/County and all of the City/County's other service providers to enable a smooth transition at the time of Disentanglement, (a) without undue interruption of Services, (b) with minimized adverse impact on the provision of Services and the City/County's activities, (c) with no undue interruption of any services provided by third parties, and (d) with minimized adverse impact on the provision of services provided by third parties.

## 8.4 THIRD-PARTY AUTHORIZATIONS

Without limiting the obligations of Service Provider herein, Service Provider shall, subject to the terms of any third-party contracts, attempt to procure, at no charge to the City/County for Service Provider's administrative support, any third-party authorizations necessary to grant the City/County the use and benefit of any third-party contracts between Service Provider and third-party contractors used by Service Provider solely to provide the Services, pending their assignment to the City/County. Any transfer, licensing and similar fees will be paid by City/County.

## 8.5 TRANSFER OF ASSETS

Prior to removing any documents, Equipment, Software, or tangible personal property from any the City/County Facility, Service Provider shall provide appropriate written notice to the City/County identifying the property it intends to remove in sufficient detail to apprise the City/County of the nature and ownership of such property. Service Provider shall not remove tangible personal property belonging to the City/County. Service Provider shall comply with removal procedures reasonably established by the City/County for removal of property from any the City/County Facility.

## 8.6 TRANSFER OF LEASES, LICENSES, AND CONTRACTS

To the extent applicable, Service Provider, at its sole expense, shall secure and convey or assign to the City/County or its designee any such leases, licenses, and other contracts used by Service Provider solely in connection with the Services provided transfer fees of any description imposed by the owner, lessor, licensor of the assigned or conveyed material will be paid by the City/County. Service Provider's obligation under this section shall include Service Provider's performance of all obligations under any such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Service Provider shall indemnify the City/County against any damages, (including attorneys' fees) or judgment resulting from any claim of an owner, lessor or licensor of the assigned or conveyed material that Service Provider did not perform any such obligations prior to the transfer date, subject to Section 6.9.4.

## 8.7 DELIVERY OF DOCUMENTATION

Service Provider shall deliver to the City/County or its designee all documentation and data related to the City/County, including the City/County Data, held by Service Provider. Such delivery shall be conducted in an organized, indexed manner and at no charge to the City/County. Notwithstanding the foregoing, Service Provider may retain one (1) copy of the documentation and data, excluding the City/County Data, for archival purposes or warranty support.

## 8.8 ACCESS TO SYSTEMS

During Disentanglement, Service Provider shall provide to the City/County or its designees, agents, contractors, and consultants reasonable access to and use of Equipment, Software, personnel, third parties, and other resources that had been used by Service Provider solely for the benefit of City/County to provide Services to the City/County under this Agreement (collectively "Systems"). Service Provider shall also provide the City/County or its designees with reasonable information concerning such Systems. Service Provider shall provide such access and information both prior to the termination or expiration date and after such termination or expiration has occurred, during disentanglement.

## 8.9 HIRING OF EMPLOYEES

Service Provider shall cooperate with and assist (and shall require its Subcontractors to cooperate with and assist) the City/County (or the City/County's designee) in offering employment, at the sole discretion of the City/County, to any or all Service Provider employees (and to any or all employees of Service Provider's Subcontractors) that are dedicated to in the provision of Services if such offers are made at the time of, expiration or termination of the Term.

Except as expressly provided for herein, during the Term of this Agreement, neither the City/County nor Service Provider, unless otherwise agreed to by the Parties in writing, shall directly or indirectly solicit, recruit, employ, or contract for the services of any employee of the other who is assigned to perform Services pursuant to this Agreement, except that the City/County may solicit, recruit, employ or contract for the services of any Service Provider Personnel that are 75% or more dedicated to the City/County for the previous twelve months or its designated vendors or third party providers during disentanglement. (See also section 12.3 for further detail.)

# 9 RELATIONSHIP MANAGEMENT

## 9.1 PERSONNEL

The Service Provider is expected to provide all technical, managerial, and administrative staff necessary to perform its responsibilities and deliver the Services described in this Agreement. The City/County agrees to designate, make available and provide reasonable access to the City/County personnel to facilitate the Service Provider's efficient and timely performance of its obligations.

The Service Provider is responsible for conforming to all local, state, and federal laws and regulations, and to the policies and procedures of the City/County, including governance standards, in the provision of Services. All Service Provider employees and subcontractors using the City/County resources, whether on site or off site, will adhere to the City/County policies and procedures provided to Service Provider for which notice is provided in advance and in writing or electronically. These include, but are not limited to, security policies, code of conduct policies such as Internet usage, passwords, access to the City/County production systems, data, and intellectual property, etc.

## 9.2 BACKGROUND CHECKS

The Service Provider will perform all applicable local, federal, and national background checks, as permitted by law, on all personnel assigned to this project before the City/County will grant access. The background check should be in the form generally used by the Service Provider in its initial hiring of employees or contracting for independent contractors during the employment screening process but must, at a minimum, have been performed within the preceding twelve (12) month period. In addition, the applicable City/County law enforcement agencies will perform at the City/County's cost a comprehensive criminal background check which the parties acknowledge will include fingerprinting, for any personnel or subcontractors working for the City/County prior to performing any duties related to this agreement. The City/County may request a background check at any time on current and new employees. The Service Provider is expected to obtain all applicable releases, waivers, or permissions required for the City/County to receive any of the foregoing access or information. Service Provider personnel access or eligibility to perform services hereunder is contingent upon the City/County's receipt of satisfactory, positive background check information.

## 9.3 QUALIFICATIONS, RETENTION AND REPLACEMENT OF PROVIDER PERSONNEL

All Service Provider personnel shall have experience, training, and expertise applicable for their responsibilities in the business of providing information technology services.

**The Service Provider and its subcontractors will make available all training (including for any transitioned personnel) as may be necessary for them to perform their assigned duties.** In any event, the levels of training should be equal to or greater than the average levels of training given to other Service Provider or Provider-Affiliate employees holding corresponding position(s).

If the City/County believes that the performance or conduct of any Service Provider employee or one of its subcontractor's employees is, for any reason, not in compliance with the provisions of the Agreement, the City/County shall notify the Service Provider in writing and the Service Provider will

promptly address the performance or conduct of the employee. Alternatively, at the City/County's request, immediate replacement of the employee with one acceptable to the City/County and with sufficient knowledge and expertise to perform the Services may be required.

## 9.4 ADDITIONAL PERSONNEL REQUIREMENTS

All Service Provider staff, and personnel will, prior to their assignment, be subject to drug screening and security clearances by the Service Provider based on the City/County's policies in effect as of the date personnel are assigned to the Service Provider's staff. All costs and expenses associated with providing and retaining staff and other personnel are incorporated within the fees. Costs would include all wages and benefits and associated staffing costs such as training and education, office supplies, travel and lodging costs and recruiting and relocation expenses.

## 9.5 SERVICE PROVIDER PROGRAM MANAGER

The Service Provider Program Manager or Account Executive must be;

1. knowledgeable about each of the Service Provider's, and their respective subcontractor's, products, and services,
2. experienced at running information technology systems and networks of a size and scope comparable to that of the City/County,
3. have the ability to work in a team-base, project-driven environment with multiple organizations, some of whom are other Service Providers,
4. be goal-oriented, and
5. otherwise, acceptable to the City/County.

The Program Manager will be the primary liaison between the Service Provider and the City/County management, must have overall responsibility for directing **ALL of the Service Provider's activities and be vested with all necessary authority to act for Service Provider in connection with all aspects of the Agreement.** The Program Manager will serve as the Service Provider's senior executive at the City/County site.

The Program Manager will report to the C/C CIO's (or his/her designee) and will perform duties as if part of the City/County's management organization in the same manner as would be expected of an employee of the City/County.

The Service Provider will use commercially reasonable efforts not to replace the Program Manager during the term of this Agreement without the City/County's prior written consent. Before any replacement of the Program Manager, the Service Provider will notify the City/County of the proposed replacement and assignment of a new Program Manager, introduce the individual to the appropriate City/County representatives and provide the City/County with a resume and any other information about the individual reasonably requested by the City/County. The City/County will have the right, prior to the assignment, hiring or designation of anyone to fill the position, even temporarily, or to perform the duties provided by the Program Manager, to interview and approve the selection.

**No part of the Program Manager's compensation can be based on, nor will the Service Provider Program Manager directly or indirectly receive any commissions based on, the sale, lease or licensing to the City/County of any software, hardware or services by the Service Provider, a subcontractor, or any of their affiliates.** It is intended that the primary

job of the Service Provider's team is to deliver exceptional customer focused services and manage the day-to-day activities of this Agreement, not to identify additional services to improve the financial viability of the contract for the Service Provider or to independently work with other agencies unless requested by the City/County.

In an effort to keep the Service Provider focused on the day-to-day tasks associated with the support of the enterprise, neither the Program Manager nor any part of the Service Provider's team will be allowed to solicit additional business from the City/County without consent from the City/County. The Service Provider may bid on additional opportunities as they arise by responding to the City/County requests, bids, or additional RFP(s).

# 10 FEES

All fees for the Services shall be paid in accordance with this section and Exhibit F. The City/County shall not be required to pay Service Provider any amounts for the Services other than those set forth under this agreement and applicable exhibit sections.

## 10.1 TRANSITION SERVICES FEES

In consideration of Service Provider's performance of transition services ("Transition Services") pursuant to the Transition Services Plan attached hereto as Exhibit A ("Transition Plan", the City/County shall pay Service Provider the transition services fees set forth on Exhibit F. ("Pricing and Payment Schedule") that portion of the Transition Services Fee designated to be paid for/by according to an agreed upon payment schedule. All such payments shall be paid within thirty days of Service Provider's achievement/completion of said schedule. The City/County's Transition Services Fee payment obligations under this Section 10.1 shall survive the early termination of the Agreement, except to the extent of any termination resulting from a Service Provider Default.

## 10.2 MONTHLY SERVICE FEE

Commencing upon the Commencement Date, the City/County shall pay Service Provider the Monthly Service Fee set forth in Exhibit F. Service Provider shall deliver an invoice for the Monthly Service Fee set forth in Exhibit F on or about the first day of each month for the Services performed during the previous month and each such invoice shall be due by the last day of such month (net 30 days) for the duration of the Term, with payment for performance of Services during any partial month during the Term being pro-rated on a per diem basis based upon the number of days remaining in such partial month. Except as otherwise expressly stated and provided in the Agreement, including the relevant exhibits, project documents and change orders, the Monthly Service Fee is an all-inclusive fee for performance of the Services during each such calendar month, and includes, but is in no way limited to, all labor, materials, equipment, taxes, duties, licensing, and leasing fees.

## 10.3 INCIDENTAL EXPENSES

Service Provider acknowledges that, except as expressly agreed otherwise in writing, expenses that Service Provider expects to incur in performing the Services (such as, but not limited to, travel and lodging, document reproduction and shipping, and long-distance telephone incurred by the Service Provider) are included in Service Provider's charges and rates set forth in this Agreement. Accordingly, such Service Provider expenses are not separately reimbursable by the City/County unless, on a case-by-case basis for unusual expenses, the City/County has agreed in advance and in writing to reimburse Service Provider for the expense.

## 10.4 ONLY PAYMENTS

Except as otherwise expressly stated and provided in the Agreement, including the relevant exhibits, project documents and change orders, the City/County shall not pay Service Provider any additional fees, assessments, reimbursements, costs or expenses for the performance of Transition Services or Services, including but not limited to hardware, software, training, tools, personnel, licenses, equipment, labor and general business expenses (including travel, meals, administration, and overhead expenses), all of which shall be paid for by Service Provider at its sole cost and expense, as set forth in the Statement of Work.

## 10.5 DISPUTED AMOUNTS

Subject to and in accordance with the provisions of Section 10.5, the City/County may withhold payment of any Service Provider invoice (or part thereof) that it in good faith disputes is due or owing. In such case, the City/County shall, by the applicable due date, pay any amounts then due that are not disputed and provide to Service Provider a written explanation of the basis for the dispute as to the disputed amounts. The failure of the City/County to pay a disputed invoice, or to pay the disputed part of an invoice, shall not constitute a breach or default by the City/County, so long as the City/County complies with the provisions of this Section 10.5 and Article 14. The parties agree to expedite the Dispute Resolution with regard to disputed payments and use commercially reasonable efforts to complete such process within sixty (60) days after its commencement.

## 10.6 GAIN SHARING

Service Provider shall work with the City/County to identify potential savings and shall make recommended changes to the applications, methods and processes used by the City/County. Service Provider shall research and identify potential savings or improved processing techniques and shall submit savings and gain sharing proposals to the City/County. Service Provider's proposals shall include estimated current costs, the recommended changes and the projected savings or service improvements to the City/County. Upon the City/County's approval and acceptance of a savings or gain sharing proposal, Service Provider and the City/County shall prepare a Work Order setting forth each party's responsibilities to achieve the savings or improvements.

In the case of improved Services, a mutually agreed to value shall be assigned to such improved Services and shall be used as the basis for any gain sharing. Upon the Parties' execution of a Work Order, a Project Plan shall be developed by Service Provider to accomplish the change. the City/County shall compensate Service Provider for such savings or service improvements upon successful implementation as the Parties shall elect in writing via a fully executed amendment to this Agreement at the time of the relevant Work Order's execution.

**For example:** any change initiated by Service Provider resulting in the savings or improved Services benefiting the City/County entitles Service Provider to earn an account credit equal to a percentage, not to exceed fifteen percent (15%), of the actual savings or demonstrated value in improved Services for a period of six (6) months, after which all further savings or enhanced value shall be realized by the City/County. The foregoing gain sharing shall not apply to savings or enhanced value as a result of terminated services, services provided by the City/County or a third party, or as a result of time-shifting, cost-shifting or other financial manipulation.

# 11 ASSETS AND THIRD-PARTY CONTRACTS

## 11.1 THE CITY/COUNTY-OWNED EQUIPMENT

During the Term, the City/County will furnish to Service Provider, for Service Provider's use at no charge, the equipment owned by the City/County listed in the Supported Hardware tables as mutually updated from time to time, in accordance with information provided by the City/County and refined by Service Provider (the "the City/County-Owned Equipment"). The City/County-Owned Equipment will remain the property of the City/County and, except as set forth in this Agreement, will remain a City/County retained expense. Notwithstanding the location of the City/County-Owned Equipment at a Service Provider or other non-City/County facility, all right, title and interest in and to any the City/County-Owned Equipment will be and remain in the City/County, and Service Provider will have no interest in that the City/County-Owned Equipment.

## 11.2 THIRD-PARTY APPROVALS

Service Provider will take all actions reasonably necessary to obtain all necessary consents, approvals, or authorizations from third parties as required for Service Provider to access, operate, and use (at or from any location where Services are to be provided) the City-County-Owned Equipment and the City-County-Leased Equipment, excluding without limitation any payment of cost and expenses associated therewith. The City-County's Representatives may at any time exercise control over Service Provider's actions with respect to such third parties.

Notwithstanding the foregoing, and except as set forth herein or as otherwise agreed by the Parties, Service Provider will be responsible for maintenance of all the City-County-Owned Equipment or the City-County-Leased Equipment after installation; provided, however, that (i) Service Provider will shall give the City-County reasonable access to all the City-County-Owned Equipment or the City-County-Leased Equipment located at a location other than the City-County premises; and (ii) Service Provider will reimburse the City-County for all costs and expenses of repair or replacement of the City-County-Owned Equipment or the City-County-Leased Equipment or any part thereof (reasonable wear and tear excepted) caused by Service Provider, or its sub-contractors, agents or invitees (exclusive of the City-County).

## 11.3 RETURN OF THE CITY/COUNTY EQUIPMENT

Upon the expiration or termination of this Agreement, Service Provider shall return each item of the City/County-Owned Equipment and the City/County-Leased Equipment to the City/County in substantially the same condition as when it was first provided to Service Provider, reasonable wear and tear excepted.

## 11.4 THE CITY/COUNTY MAINTENANCE AGREEMENTS

The City/County will retain all of the right, title and interest in and to the agreements relating to the maintenance of the City/County-Owned Equipment and the City/County-Leased Equipment. The City/County represents and warrants to Service Provider that, as of the Contract Signing Date, (i) it is not (and, to its knowledge, the provider of the maintenance services is not) in default in any material respect under any of the City/County Maintenance Agreements.

# 12 HUMAN RESOURCES

## 12.1 SERVICE PROVIDER EMPLOYEES

Neither Service Provider nor Service Provider's employees, subcontractors or other agents of the Service Provider are or shall be deemed to be employees of the City/County. Service Provider shall be solely responsible for the payment of compensation, including provisions for employment taxes, workers' compensation and any similar taxes associated with employment of Service Provider's personnel.

Service Provider ensures that its employees who perform outsourcing services under this Agreement are competent to do so. It is understood by Service Provider and Service Provider warrants and represents that all persons employed, directly or indirectly, by Service Provider to perform Services for the City/County shall be employees or agents of Service Provider exclusively, for all purposes and at all times and at no time shall be authorized to act as agents, servants or employees of the City/County, unless under the specific authorization of the City/County. Service Provider has received and shall ensure that all of its employees, agents and subcontractors comply with the City/County's human resources policies and the City/County's Information Security Guidelines Policy (each as provided to Service Provider prior to the date of this Agreement and upon any amendment to such policies) in performing the Services.

## 12.2 EMPLOYEE TRANSITION

In order to minimize disruption to the provision and continuity of Services, it is the intention of the Parties hereunder that Service Provider will interview and consider for hire those employees of the prior service provider and other individuals who the City/County will by notice to Service Provider designate as knowledgeable and valuable resources. Service Provider will make reasonable commercial efforts to hire staff currently performing IT services, at its sole discretion, consistent with its internal HR policies and staffing needs. Pursuant to this, Service Provider will interview current staff, as made available by the City/County, in its efforts to adequately staff Services, and will make offers of employment, consistent with Service Provider's usual terms and conditions of employment, to those staff currently providing services, that, in Service Provider's sole discretion, Service Provider requires to perform Services hereunder. As requested by the City/County, Service Provider will engage in the interview and consideration activities as soon as possible after the Contract Signing Date. Service Provider personnel shall not receive financial incentives to sell additional services to the City/County.

## 12.3 SOLICITATION OF PERSONNEL

Except as expressly provided for herein, during the Term of this Agreement, neither the City/County nor Service Provider, unless otherwise agreed to by the Parties in writing, shall directly or indirectly solicit, recruit, employ, or contract for the services of any employee of the other who is assigned to perform Services pursuant to this Agreement.

# 13 PROVISION OF RESOURCES BY THE CITY/COUNTY

## 13.1 OFFICE SPACE AND FURNISHINGS

The City/County shall make reasonably available all necessary office space, furnishings, and storage space ("the City/County Facilities") available to Service Provider's on-site personnel performing Services at all Locations throughout the Term. Unless otherwise agreed upon by the Parties in writing, the City/County will provide the City/County Facilities or comparable facilities, and Service Provider will utilize the same in providing the Services. Office space, furnishings, storage space, and assets installed or operated on the City/County premises, are provided "AS IS, WHERE IS," and are to be used exclusively for performance of Services for the City/County. The City/County shall provide Service Provider reasonably unencumbered access to such facilities as is reasonably required for Service Provider to provide the Services. Any furnishings (other than basic office furnishings) for the use of Service Provider's (and its subcontractors') personnel are the exclusive responsibility of Service Provider.

Service Provider shall be entitled to make improvements to any space where Service Provider's personnel are performing Services on-site at a location, provided that: (i) such improvements, including any Service Provider and architect associated therewith, shall have been previously approved in writing by the City/County (which approval may be withheld in the City/County's sole discretion); (ii) such improvements shall be made at no cost to the City/County; (iii) any subcontractors used by Service Provider to perform such improvements shall have been identified or otherwise approved in writing by the City/County; (iv) the City/County shall be granted, without further consideration, all rights of ownership in such improvements, and (v) Service Provider secures a waiver of mechanic liens from any and all Service Providers and suppliers prior to commencement of any such improvements. In the event such improvements or the construction thereof results in the introduction of hazardous materials (as defined by federal, state or local law, including but not limited to asbestos) upon the Location, then, and unless otherwise directed by the City/County, Service Provider shall (a) indemnify and hold harmless the City/County against any and all cost, expense, damage or liability resulting there from and (b) immediately remove and dispose of such hazardous materials at its sole cost and expense.

## 13.2 ACCESS TO PERSONNEL AND INFORMATION

The Parties shall cooperate with each other in all matters relating to Service Provider's performance of the Services. With respect to the City/County, such cooperation shall be limited to providing, as reasonably required by Service Provider for the performance of the Services, reasonable access to the City/County's administrative and technical personnel, other similar personnel, and network management records and information.

## 13.3 OTHER FACILITY-RELATED OBLIGATIONS

**(a)** Except as expressly provided in this Agreement, Service Provider shall use the City/County facilities for the sole and exclusive purpose of providing the Services. Use of such facilities by Service Provider does not constitute a leasehold interest in favor of Service Provider.

**(b)** Service Provider, and its subcontractors, employees, and agents, shall keep the City/County facilities in good order, shall not commit or permit waste or damage to such facilities, and shall not use such facilities for any unlawful purpose or act.

Service Provider shall comply, and shall cause its subcontractors, agents and employees to comply, with all applicable laws and regulations, including all of the City/County's standard policies and procedures that are provided to Service Provider in writing regarding access to and use of the City/County facilities, including procedures for the physical security of the City/County facilities.

**(c)** Service Provider shall permit the City/County and its agents and representatives to enter into those portions of the City/County facilities occupied by Service Provider staff at any time to perform facilities-related services.

**(d)** Service Provider shall not make any improvements or changes involving structural, mechanical, or electrical alterations to the City/County facilities without the City/County's prior written approval.

**(e)** When the City/County facilities are no longer required for performance of the Services, Service Provider shall return such facilities to the City/County in substantially the same condition as when Service Provider began use of such facilities, subject to reasonable wear and tear.

**(f)** Service Provider shall not cause the breach of any lease agreements governing use of the City/County facilities.

**(g)** The City/County shall provide and maintain, for all the City/County facilities, adequate heating, ventilation, and air conditioning, electrical connections (to the wall plate), safety and security equipment, and connections to any facility-wide uninterruptible power supply. The City/County shall provide Service Provider with reasonable notice of proposed changes to any of the foregoing that may adversely affect Service Provider Equipment located at any such facility and, in such cases, Service Provider must relocate such hardware. To the extent provided by the City/County, the City/County shall use commercially reasonable efforts to maintain any uninterruptible power supply that is dedicated to support any the City/County Facility. Service Provider shall provide and maintain any uninterruptible power supply dedicated to Service Provider Equipment and shall provide and maintain all connections from the wall plate to the hardware used to provide the Services.

**(h)** Service Provider shall develop and adhere to an energy conservation plan that is consistent with City/County of Indiana policy, including temperature settings not less than minimum temperature settings in summer months and not greater than maximum temperature settings in winter months unless such temperature settings fall outside the recommended operating environment for the Equipment as specified by the applicable Equipment manufacturer. To the extent that Service Provider operates the City/County facilities in a manner that unnecessarily increases facility costs incurred by the City/County, the City/County reserves the right to off-set the excess utility costs of such practices.

# 14 DISPUTE RESOLUTION

Prior to the initiation of litigation with respect to claims arising hereunder, the Parties shall first attempt to resolve their dispute informally, as follows:

**(a)** Upon the written request of a Party, each Party shall appoint a designated representative who does not devote substantially all of his or her time to performance under this Agreement, whose task it will be to meet for the purpose of endeavoring to resolve such dispute.

**(b)** The designated representatives shall meet as often as they reasonably deem necessary for each Party to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and attempt to resolve the dispute without the necessity of any formal proceeding.

**(c)** During the course of discussion, all reasonable requests made by one Party to another for non-privileged information, reasonably related to this Agreement, shall be honored in order that each of the Parties may be fully advised of the other's position.

**(d)** The specific format for the discussions shall be left to the discretion of the designated representatives but may include the preparation of agreed-upon statements of fact or written statements of position.

**(e)** If a resolution to such dispute does not occur during such meeting or within three (3) business days thereafter, the parties agree to elevate the dispute to the President level of the Service Provider and the City/County delegate. If Service Provider and City/County are unable to reach a mutually agreeable resolution after such meeting, the City/County shall make a recommendation which shall be non-binding on Service Provider. If Service Provider does not agree with such recommendation either party may institute legal action in accordance with the law and this Agreement. Notwithstanding anything to the contrary contained herein, and even if any problem or other dispute arises between the parties and regardless of whether or not it requires at any time the use of the dispute resolution procedures described above, in no event nor for any reason shall Service Provider interrupt or suspend or terminate the provision of Services to the City/County or perform any action that prevents, impedes, or reduces in any way the provision of Services or the City/County's ability to conduct its activities, unless: (i) authority to do so is granted, explicitly and in writing, by the City/County or conferred by a court of competent jurisdiction; or (ii) this Agreement has been terminated. Any dispute hereunder shall not relieve Service Provider from its obligations to continue providing Services to the City/County and City/County must continue to make payment to Service Provider pending resolution of the dispute for undisputed amounts. Pursuant to this Agreement, City/County may withhold disputed payments pending resolution of any dispute with respect thereto.

Litigation for the resolution of a dispute shall not be commenced until the earlier of:

1. the designated representatives concluding in good faith that amicable resolution through continued negotiation of the matter does not appear likely;

or

2. thirty (30) days after the initial written request to appoint a designated representative pursuant to Paragraph (i) above (this period shall be deemed to run notwithstanding any claim that the process described in this section was not followed).

This section shall not be construed to prevent a Party from instituting, and a Party is authorized to institute, litigation earlier than prescribed herein to (i) avoid the expiration of any applicable limitations period, (ii) preserve a superior position with respect to other creditors, or (iii) seek immediate injunctive relief.

# 15 DEFINITIONS

The following words and phrases, when used in this Agreement, shall have the indicated meanings. Terms capitalized within a particular definition have been defined elsewhere within this Agreement.

1. **AFFILIATE:** "Affiliate" shall mean, as to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person, whether through ownership of voting securities or otherwise. For this purpose, and without limiting the foregoing, any Person that owns more than twenty percent (20%) of the outstanding voting securities of any other Person shall be deemed to control such other Person.

2. **AGREEMENT:** "Agreement" means this Information Technology Service Agreement including all attachments, Exhibits, and SOWs hereto, as amended from time to time.

3. **APPLICATIONS SOFTWARE:** "Applications Software" or "Applications" means those programs and programming (including the supporting documentation, media, on-line help facilities and tutorials) that perform in the conduct of the Services specific user-related data processing tasks. Applications Software includes Office Automation Software.

4. **BASELINE TECHNOLOGY:** "Baseline Technology" includes all hardware, software, and other technologies necessary for the provisioning of Services under this Agreement.

5. **CITY/COUNTY CONFIDENTIAL INFORMATION:** "the City/County Confidential Information" shall mean records, data, and other information that is obtained by Service Provider or any of its employees, agents, or subcontractors from (or with regard to) the City/County in connection with the performance of this Agreement or otherwise, whether in tangible or intangible form, and including:

   **(a)** all the City/County Data;
   **(b)** all Public Record Data (except as provided below);
   **(c)** all financial information, personnel information, client information, reports, documents, correspondence, plans, and specifications relating to the City/County;
   **(d)** all technical information, materials, data, reports, programs, documentation, diagrams, ideas, concepts, techniques, processes, inventions, knowledge, know-how, and trade secrets, developed or acquired by the City/County, including Work Product;
   **(e)** any information that the City/County identifies to Service Provider as confidential by a stamp or other notice; and
   **(f)** all other records, data, or information collected, received, stored, or transmitted in any manner connected with the provision of Services hereunder.
   **(g)** court records governed by Indiana Supreme Court Administrative Rule 9.

   The City/County Confidential Information shall not include information that Service Provider can demonstrate was: (i) at the time of disclosure to Service Provider, in the public domain; (ii) after disclosure to Service Provider, published or otherwise made a part of the public domain through no fault of Service Provider; (iii) in the possession of Service Provider at the time of disclosure to it, if Service Provider was not then under an obligation of confidentiality with respect thereto; (iv) received after disclosure by the City/County to Service Provider from a third party who had a lawful right to disclose such information to Service Provider; or (v) independently developed by Service Provider without reference to the City/County Confidential Information. For purposes of this provision, information is in the public domain if

it is generally known (through no fault of Service Provider) to third parties who are not subject to nondisclosure restrictions similar to those in this Agreement.

6. **CITY/COUNTY DATA:** "the City/County Data" means, in or on any media or form of any kind: (i) all data, code, and/or information, including summaries and derivatives thereof, related to the City/County, its citizens, or the Services that is in the possession of the City/County, or which the City/County has the right to possess, regardless of whether or not owned by the City/County, generated or compiled by the City/County, or provided by its citizens, including data, code and information that is in the City/County's databases or otherwise in the City/County's possession at any time during the Term; and (ii) all other the City/County records, data, files, input materials, code, surveys, reports, forms, and other such items that may be received, computed, developed, used, or stored by Service Provider, or by any of its Subcontractors, in the performance of Service Provider's duties under this Agreement.

7. **CITY/COUNTY INFORMATION:** "the City/County Information" means all information, in any form, furnished or made available directly or indirectly to Service Provider by the City/County or otherwise obtained by Service Provider from the City/County.

8. **CITY/COUNTY SOFTWARE:** "the City/County Software" means Software created or acquired by the City/County, that the City/County instructs Service Provider to utilize in connection with the Services, before or after the Contract Signing Date, and all supporting documentation, media, and related materials including any and all modifications, enhancements, updates, replacements, and other derivative works thereof.

9. **DATA CENTER:** "The City/County Data Center" or "Data Center" means the data center currently located in the basement, room B16 of the Edwin Rousseau Centre.

10. **DATA NETWORK:** "Data Network" means all of the Equipment, Software, lines, interconnect devices and cabling used to connect and transmit data among the Data Center, End User Locations, the City/County external customer locations and disaster recovery centers providing recovery services to the City/County, including between one End User Location and another End User Location.

11. **DATABASE SOFTWARE:** "Database Software" means those programs and programming (including the supporting documentation, media, on-line help facilities and tutorials) which form and provide database management systems that perform the tasks of managing and providing data and data information to Applications Software and other Software or otherwise support the provision of the Services by Service Provider with respect to data. Database Software includes database management system software, associated tools and automated query and reporting software, database configuration and management utilities, and related

12. **DEFAULT:** "Default" means the occurrence of any of the following, not cured as set forth below:

    **(a)** With respect to Service Provider, the occurrence of any of the following:

    (i) Service Provider's material failure of a critical Service Level agreement or failure of a critical milestone, unless caused by City/County or a third party not contracted by Service Provider under the terms of this MSA;

    (ii) Service Provider materially fails to provide the Services in accordance with the MSA SLAs such that Service Provider reaches the estimated annual At-Risk Amount prior

to the end of that contract year, subject to adjustment to reflect Minimum Service Levels and Performance Incentive thresholds;

(iii) a failure by Service Provider to use commercially reasonable efforts to avert, prevent, avoid, or remedy any interruption, shutdown or revenue generating loss of any Material in-scope Services;

(iv) a judicial declaration of the insolvency of Service Provider; the general failure of Service Provider to pay its debts in the normal course of business, or Service Provider's admission of its inability to do the same; the entrance of Service Provider into receivership or any arrangement or composition with creditors generally; the filing of a voluntary or involuntary petition that is not dismissed within thirty (30) days for the bankruptcy, reorganization, dissolution, or winding-up of Service Provider; a general assignment for the benefit of creditors of Service Provider; or a seizure or a sale of a material part of Service Provider's property by or for the benefit of any creditor or governmental agency;

(v) disbarment or disqualification of Service Provider from performing services with respect to all business with the federal, state and/or local government; or

**(b)** With respect to the City/County, the occurrence of any of the following:

(i) a breach by the City/County in making payment of any material amount payable to Service Provider under this Agreement within thirty (30) days after the due date specified in this Agreement for such payment and the failure by the City/County to cure such breach within thirty (30) days after the City/County has received written notice of such breach; or

13. **ENVIRONMENTAL LAWS:** "Environmental Laws" shall mean all applicable federal, state, or local statutes, laws, regulations, rules, ordinances, codes, licenses, orders, or permits of any governmental entity relating to environmental matters whether currently existing or hereafter enacted, amended, supplemented, or modified.

14. **GAAP:** "GAAP" is the acronym for "generally accepted accounting principles."

15. **HAZARDOUS MATERIALS:** "Hazardous Materials" means any substance or material meeting any one or more of the following criteria: (i) it is or contains a substance designated as a hazardous waste, hazardous substance, hazardous material, pollutant, contaminant or toxic substance under any Environmental Law; (ii) it is toxic, reactive, corrosive, ignitable, infectious, or otherwise hazardous; or (iii) any substances the presence of which requires investigation or remediation under any Environmental Law.

16. **MAINTENANCE SERVICES:** Preventive and remedial services to repair, maintain, or optimize in scope hardware or software.

17. **MATERIAL:** All specific objective covenants, agreements, representations, and warranties made herein that significantly affect the function or security of the City/County's systems or the ability of City/County personnel to perform their respective tasks shall be deemed to be material to this Agreement under Indiana law and to have been relied on by the Parties regardless of whether the word material is used to define such term.

18. **OTHER SERVICES:** "Other Services" shall mean any IT-related services that are requested by the City/County from time to time and that: (i) are not Services; or (ii) are otherwise designated in this Agreement as being Other Services.

19. **PARTY:** "Party" shall mean the City/County or Service Provider; "the Parties" shall mean both of them.

20. **PERSON:** "Person" shall mean any natural person, corporation, limited liability company, limited liability partnership, general partnership, limited partnership, trust, association, governmental organization or agency, political subdivision, body politic, or other legally recognized person or entity of any kind.

21. **SERVICE LEVELS:** "Service Levels" shall mean those functional and operational performance levels specified in the SOW Service Areas for any task or service.

22. **SLA/XLA:** "SLA" & "XLA" is the acronym for service level agreement and experience level agreement and shall mean the minimum functional and operational Service and/or Experience Level for any task or service.

23. **SOFTWARE:** "Software" means Applications Software, Database Software, Office Automation Software and Systems Software, unless a more specific reference is required.

24. **SUBCONTRACTOR:** "Subcontractor" shall mean any Person other than Service Provider that provides Services to the City/County pursuant to an agreement with Service Provider. Any Service Provider Affiliate that provides Services to the City/County pursuant to such an agreement shall be deemed an approved Subcontractor.

25. **TRANSITION START DATE:** The mutually agreed date coinciding with the transition project schedule start date.

26. **OTHER TERMS:** Other terms used in this Agreement are defined in the context in which they are used and shall have the meanings there indicated.

# 16 SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

**KSM Consulting** ("Service Provider")

By: _____ Date: _____

Printed: _____

Title: _____

**THE CITY OF FORT WAYNE / ALLEN COUNTY, IN.** ("City/County")

By: _____ Date: _____
Steve Gillette, City Purchasing Director – City of Fort Wayne, IN

By: _____ Date: _____
Kumar Menon, Board of Works - City Fort Wayne, IN

By: _____ Date: _____
Shan Gunawardena, Board of Works - City Fort Wayne, IN

By: _____ Date: _____
Mike Avila, Board of Works - City Fort Wayne, IN

By: _____ Date: _____
F. Nelson Peters, Commissioner – County of Allen, IN

By: _____ Date: _____
Therese M Brown, Commissioner – County of Allen, IN

By: _____ Date: _____
Richard E. Beck, Commissioner – County of Allen, IN

By: _____ Date: _____
Chris Cloud, Deputy Auditor – County of Allen, IN

**APPROVED AS TO FORM AND LEGALITY:**

By: _____ Date: _____
Carol Helton, City Attorney – City of Fort Wayne, IN

* THIS PAGE INTENTIONALLY LEFT BLANK
* END OF TERMS AND CONDITIONS PORTION OF MASTER SERVICES AGREEMENT
* EXHIBIT SECTIONS TO FOLLOW

# 17 EXHIBIT A: TRANSITION SERVICES

This Exhibit is incorporated into and made a part of this Master Services Agreement. Service Provider shall provide the Transition Services set forth in this section, and such other services as are necessary or desirable for the full and timely implementation and successful completion of this MSA and performance of the Services described within.

## 17.1 TRANSITION OVERVIEW

Service Provider agrees to cooperate in the rendering of timely and orderly transition assistance by the City/County and any third-party Service Provider pursuant to the current service provider Agreement or otherwise ("Transition Assistance"). Such cooperation shall include, but is in no way limited to: (i) scheduling of human resource training by the City/County and current service provider in the performance of Services to be transferred; (ii) acceptance, review and distribution of information and documentation reasonably necessary for the performance of the Services, including file transfer protocol information; (iii) providing reasonable access to the Data Center and other facilities used for provision of the Services; (iv) providing weekly written reports to the City/County, its Chief Information Officer (CIO) or Director of IT (Director) and other designated personnel or agents, during the Transition Period detailing the progress of such transition ("Weekly Transition Report"); (v) prompt written notice of any actual or anticipated delays, interruptions or problems likely to have an adverse effect on the timely and orderly transition of the Services ("Delay Notice").

Service Provider agrees to execute a written assurance that (i) it will maintain at all times the confidentiality of any current service provider proprietary information or other confidential materials disclosed or provided to, or learned by, Service Provider in the course of receiving transition assistance, and (ii) that the designee will use such proprietary information and other confidential materials solely for the purposes for which the City/County is authorized to use such information and other confidential materials under this Agreement.

Service Provider shall obtain copies of all consents, approvals, licenses, leases and contracts owned or used by current service provider in provision of the Current Services, and, upon consultation with the City/County, secure any rights, consents, renewals, assignments or sublicenses necessary for the performance of the Services in a timely manner so as to avoid infringement upon the rights of any third party, including current service provider.

**Service Provider shall promptly notify the City/County in writing upon the failure of current service provider to make such documents available upon request from the Service Provider.**

## 17.2 TRANSITION PROGRESS REPORTS

In addition to the **Weekly** Transition Report, Service Provider shall provide to the City/County CIO (or his/her designated representative) a detailed written update as to the progress of the Transition Services, at least monthly until such successful completion of the Transition and each of Service Provider's responsibilities there under have been met.

The form and format of such Progress Report shall be as defined in the Transition Plan by the Service Provider and reviewed/approved by the City/County.

## 17.3 TRANSITION MILESTONE PAYMENT SCHEDULE

Transition payment(s) will be paid on a monthly basis as a percent of completion.

## 17.4 TRANSITION PROJECT PLAN AND SCHEDULE

**File name: CFW-AC_RFP7205796_Transition-Plan_KSM-Consulting (MS Project)**

**Contained in exhibits folder: CFW-AC IT Outsourcing MSA-Exhibits**

# 18 EXHIBIT B: SERVICE PROVIDER STATEMENT OF WORK (SOW)

This Exhibit is incorporated into and made a part of the Master Services Agreement (MSA) by and between the City/County and Service Provider.

**File name: (vendor name)_SOW_CFW-AC_v? (MS word)**

**Contained in exhibits folder: CFW-AC IT Outsourcing MSA-Exhibits**

# 19 EXHIBIT C: MISC AND RELATED CONTRACT DOCUMENTS

This Exhibit is incorporated into and made a part of the Master Services Agreement (MSA) by and between the City/County and Service Provider.

1. **The original published RFP file name: RFP_CFW-AC_IT Outsourcing Services-RFP7205796-vF1 (PDF)**
2. **Service Providers Response to RFP file name: CFW-AC_RFP7205796_Tech-Proposal_KSM-Consulting (PDF)**
3. **Service Providers BAFO Pricing Workbook file name: KSM_CFW-AC_RFP7205796_BAFO PRICE PROPOSAL (MS Excel)**
4. **Service Providers BAFO submission letter file name: KSM_CFW_AC BAFO Submission Letter (PDF)**
5. **File folder: KSM – Orals files**

**Contained in exhibits folder: CFW-AC IT Outsourcing MSA-Exhibits**

# 20 EXHIBIT D: SERVICE AND EXPERIENCE LEVEL AGREEMENTS (SLA'S & XLA'S) & REPORTING REQUIREMENTS

This Exhibit is incorporated into and made a part of the Master Services Agreement (MSA) by and between the City/County and Service Provider.

## 20.1 ADJUSTMENTS TO SERVICE and/or EXPERIENCE LEVELS

Service Provider and City/County may review the basis of, and adjust as reasonably necessary or preferable, the definitional elements of Service Level Agreements (SLAs), Experience Level Agreements (XLAs) or Key Performance Indicators (KPIs) for the purposes of improving the objective of the service level/KPI or more accurately measuring the service level agreement/KPI. Any changes to the service levels resulting from this review would require compliance to/with Service Provider and the City/County Contract Change Processes.

## 20.2 SERVICE & EXPERIENCE LEVEL AGREEMENTS & QUALITY INDICATORS

Metrics will be identified as either Service Level Agreements (SLAs), Experience Level Agreements (XLAs) or Key Performance Indicators (KPIs). Compliance with SLAs/XLAs will be reported on a defined schedule and will have defined consequences for failures. KPIs will also be reported on a defined schedule but are more for informational and general service control purposes; however, if repeated failures to meet these measurements occur, mutually agreed actions will be taken.

## 20.3 REPORTING AND MEASUREMENT

Except as otherwise specified, the measurement Period for each SLA, XLA or KPI will be monthly (a calendar month).

Service Provider will provide such additional information as reasonably requested by City/County to assist City/County in understanding the Service & Experience Level measurements and for auditing the same.

Within an agreed-upon period following month end, Service Provider will provide to City/County ALL required monthly reports to verify Service Provider performance of, and compliance with, the contract requirements, SLAs, XLAs and KPIs. Such reports shall include (at a minimum) notification to City/County of any failure to meet an SLA/XLA during the corresponding calendar month as well as any RCA incidents, network changes/modifications and/or outages, planned or otherwise. Service Provider will provide reasonably detailed supporting information for each report as reasonably requested by City/County and access to the data to enable the City/County to audit such reports.

## 20.4 TRANSACTION BASED SLA MINIMUM VOLUME

For transactional based SLAs/XLAs, achievement of SLAs/XLAs is subject to a minimum volume for the types of transactions that occur during the reporting period to which the Service/Experience Level Agreement applies (e.g., volume of transactions per reporting period and error rate for such transactions).

The minimum volume for all SLA/XLA transactions is 10. In any measurement interval where there is an insufficient number of total transactions (i.e., less than 10) measured to achieve the minimum number of transactions for the measurement interval, no SLA/XLA failure will be deemed to have occurred and no Service Credits shall be imposed on the Service Provider for the applicable measurement interval and SLA/XLA.

Notwithstanding the foregoing, the foregoing paragraph shall not apply to those SLAs/XLAs where the expectation of performance is one hundred percent (100%) or where the presumption is that an SLA/XLA is not transaction-based, but is recurrence-based, and the expectation is that a recurring Service will be available subject to certain exceptions which are indicated in the applicable SLA/XLA definition (e.g., availability of service is expected 100% of the time with some allocation for schedule and unscheduled downtimes).

## 20.5 SERVICE LEVEL FAILURES

A Service Level Failure (SLF) will be deemed to occur whenever Service Provider level of performance for a particular performance metric fails to meet the service level minimum thresholds, as identified in Section in this MSA.

Service Level Failures (SLF) are validated based upon data/statistics provided for the services in accordance with service level reporting at month end.

Disputes related to qualification for an SLA/XLA Waiver will be resolved without any further escalation, by the members of the IT Governance Board (ITGB) within ten (10) business days, or as otherwise mutually agreed from the time that the ITGB members acknowledge receipt of the dispute.

The first ninety (90) days following the agreed upon "Go Live" (Commencement) date will be a baseline operations period. During the baseline operations period, any service/experience level failure will follow standard root cause and remediation through the governance process, but service level credits will not apply. Service level credits are effective ninety (90) days following the "Go Live" Date.

## 20.6 SERVICE LEVEL CREDITS

All service levels will be reported and audited on a monthly basis. Credits will be assessed against the Service Provider each month for a/the specific SLA/XLA.

Across all SLAs/XLAs, the total, aggregate monthly credit amount at risk is equal to seven and a half per cent (7.5%) of the base monthly fees paid by the City/County.

A total of 100 credit points is assignable or spread across the SLAs/XLAs based on the importance or relevance of each SLA/XLA to the City/County. Point assignment to specific SLAs/XLAs can be adjusted and re-spread across the SLAs/XLAs on a quarterly basis.

### 20.6.1 CALCULATION OF CREDIT POINTS AND SERVICE CREDIT PER SLA/XLA

The value of each credit point is figured as follows:

((Annual base contract fee/12 months) X 7.5% at risk) divided by a total of 100 points.

After the point value is obtained, the value of each SLA/XLA is calculated by multiplying the number of points assigned to the specific SLA/XLA or SLAs/XLAs by the value of one point. The total credit per SLA/XLA is rounded to the nearest $100.

Service Provider's nonperformance of its obligations under this Agreement shall be excused if and to the extent that such Service Provider nonperformance relates to items that are out of the Service Provider's control and responsibility including (i) Force Majeure events; (ii) nonperformance of City/County responsibilities; (iii) daily call volume for the Service Desk exceeds 2 standard deviations above the prior 90-day rolling average volume; (iv) written/proven unavailability of parts and/or products.

### 20.6.2 EARN BACKS

Service Provider will be entitled to earn back Service Level Credits when the Service Provider performs at or above the Service Level Agreement performance target level for six (6) consecutive months after the month the Service Level was missed.

## 20.7 SEVERITY DESCRIPTIONS AND EXAMPLES

Service Provider shall respond to Incidents and Service Requests in the environment through contacts with the Service Provider Service Desk, or as reported by the service monitoring solution, based on definitions in the following tables. City/County and Service Provider agree to follow an incident and problem identification process that shall generally apply to identification of and response to an Incident or Problem.

Service Provider will use the following definitions to determine the priority of how service response is to be provided based on industry standards.

**Severity Description and Classification**

| Priority Level | Business Implications |
|---|---|
| **Severity 1 (Urgent)** | A system (i.e., Data Center Resource Unit that is a Mission Critical or Business Critical service) or service is not available or is working at a severely degraded capacity/performance for multiple users.<br>-OR-<br>Event has a major impact to an internal City/County Agency or Department -or-<br>Event is revenue impacting or impacting time sensitive regulatory compliance.<br>-OR-<br>Is having a high impact on the affected Application or Service with no acceptable bypass or workaround as defined by the key users. |
| **Severity 2 (Critical)** | System or service functionality has become limited or is working at marginally degraded capacity or performance for multiple users AND no acceptable bypass or workaround exists, as defined by the key users.<br>-OR- |

| Priority Level | Business Implications |
|---|---|
| | A system, (i.e., Data Center Resource Unit that is a Mission Critical or Business Critical service) or service is not available or is working at a severely degraded capacity/performance for multiple users, but there is no user impact because a redundant/fail-over system is in use.<br>-OR-<br>A Critical Function single user is unable to use a system/service or a component of a system/service that is necessary for him/her to perform his/her critical work activity. |
| **Severity 3 (Normal)** | A single user is unable to use a system/service or a component of a system/service that is necessary for him/her to perform his/her primary work activities.<br>-OR-<br>A system or service has encountered a non-critical issue with minimal loss of functionality or is working at minimally degraded capacity or performance.<br>-OR-<br>A system or service is unavailable where another can be readily used (i.e., an individual printer) |
| **Severity 4 (Low)** | Report of event not impacting work efficiency of a single user –or- Any Standard Service Request |

## 20.8 INSTALLS, MOVES, ADDS, CHANGES (IMAC) DEFINITIONS

The City/County's projected usage is detailed below. These metrics represent the City/County's most realistic projection of the IMAC volumes based on a combination of past trends, known application requirements, and current anticipated overall business direction over the term of the contract.

### IMAC Definitions Table

| Hardware | Counts |
|---|---|
| Install PC (including monitor) | 1 |
| Install Monitor (replacement or additional) | 1 |
| Install Laptop, Tablet, etc. (including docking station) | 1 |
| Install Desktop Printer (local) | 1 |
| Install Network Device (Printer, Scanner, etc.) | 1 |
| Install Handheld Devices (Blackberry, iPhone, etc.) | 1 |
| Move PC | 1 |
| Move Monitor | 1 |
| Move Laptop, Tablet, etc. | 1 |
| Move Desktop Printer (local) | 1 |

| | |
|---|---|
| Move Network Device (Printer, Scanner, Etc.) | 1 |
| **Software** | **Counts** |
| Image Install or Re-image | 1 |
| Install Application (per app. locally installed only) | 1 |
| End-user Data Transfer (local transfer only) | 1 |
| **Other** | **Counts** |
| Disposal (including paperwork, per piece) | 1 |
| Hard Drive Wipe - Non disposal only | 1 |

**Service Provider: Only <u>one</u> IMAC will be counted per delivery. In addition, automated application deployment will not be counted as an IMAC and must be utilized whenever possible.**

**IMAC Projections**

| | 2020 | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| IMACs | 2,000 | 2,400 | 2,450 | 2,500 | 2,550 | 2,600 |

## 20.9 SERVICE & EXPERIENCE LEVEL AGREEMENTS (SLA'S/XLA'S) – Per Service Tower

### 20.9.1 SERVICE DESK: CRITICAL SUCCESS FACTORS

1. The service desk must be the **single point of contact to solve City/County technology requests** from problem resolution through requesting a development project and all technology related items and tasks in between.
2. The service desk must be able to manage, maintain and support (cradle to grave) multiple tickets submitted via one (1) email.
3. **Service Desk tickets, regardless of service area ownership or ultimate resolution must be the oversight and governing body OF the service desk ticket from start to finish (cradle to grave). The customer cannot be responsible for managing tickets that are transferred from team to team, service area to service area and/or vendor to vendor.**
4. The service desk must be intimately linked to both asset management for deployment of new technology and all other technology services to track repetitive problems, identify trends and anticipate technology needs.
5. **The service desk management tools must be able to track & report trends, determine issues (using parent/child tickets, for example), provide standard service desk utilization reporting, and provide reporting for root cause analysis. It should also allow for warm transfers if/where needed.**
6. The service desk must prepare and maintain service desk procedural documentation which should be integrated into a knowledgebase available to the service desk and City/County personnel.
7. **Over time, the goal must be that service desk calls are reduced, as a result of new technologies, service provider and service desk efficiencies realized, and a robust knowledge base and refresh program well maintained.**

### 20.9.2 SERVICE DESK: SLA'S/XLA'S

Service desk services are those services required to coordinate and respond to requests, inquiries and notifications made directly by the City/County. **This includes taking ownership of all requests for service, including those that may subsequently be escalated or transferred to more specialized entities for resolution (whether that entity is the City/County, the Service Provider or a designated third party).** The service desk must be available **24 x 7, 52 weeks per year,** including holidays with support staff on-call for 911 and Public Safety minimally.

A key objective of the City/County's decision to source IT services is to maintain effective service levels. The Service Provider is required to meet or exceed the following SLAs as tracked and reported monthly to the City/County per the contract.

| SLA/XLA Description | Performance Target | SLA/ XLA |
|---|---|---|
| **Service Desk - Incident Resolution** | | |
| 1st Call Resolution Rate | Resolution on first call of resolvable incidents *(Excluding calls to the Service Desk not related to technical issues)* | 93% |
| Email Response rate (beyond automated responses) | ≤ 45 mins | 98% |
| Severity 1—Urgent | Response within 30 minutes and resolution within 2 hours | 98% |
| Severity 2—Critical | Response within 1 hour and resolution within 4 hours | 95% |
| Severity 3—Normal | Response within 1 hour and resolution within 8 business hours | 85% |
| Severity 4—Cosmetic | Response within 1 hour and resolution within 12 business hours | 85% |
| **Service Desk - Incident Closure** | | |
| Root Cause Analysis (RCA) | Provide monthly RCA report for all Sev 1, Sev 2 and all Reoccurring Problem Tickets. | |
| Reoccurring Problem | <2% recall (ticket reopen) (definition TBD) | 2% |
| **User Account Administration** | | |
| New User Account (up to 5 per request) | Completed within 2 business days of ticket initiation. | 98% |
| New User Account (6-20 per request) | Completed within 3 business days of ticket initiation. | 95% |
| Password Reset | Completed within 15 minutes of receipt of authorization. | 98% |
| Privilege Changes | Within 2 business hours of authorized request. | 98% |
| Emergency Disable Account | Within 30 minutes of authorized request. | 100% |
| Disable User Account (non-emergency) | Within 4 business hours of authorized request. | 98% |
| **Customer Satisfaction** | | |
| Triggered Satisfaction Survey Response | Vendor Mgmt responds to any/all **dissatisfied** survey response by contacting the customer within 8 business hours and conducts RCA.<br>RCA is documented and reported monthly to C/C. | 100% |
| Close ticket survey | Brief 3-5 ques survey sent at ticket close. Avg rating of satisfied or very satisfied. | 95% |

| SLA/XLA Description | Performance Target | SLA/ XLA |
|---|---|---|
| Annual Customer Satisfaction Survey - (conducted by **independent** 3rd party Surveyor) | Users surveyed should be very satisfied or satisfied | 96% |
| **Service Desk - Response Time** | | |
| Speed-to-Answer | ≤ 60 sec | 90% |
| Call Abandonment rate | ≤ 2% of calls that abandon greater than or equal to 60 seconds | 2% |
| **Reporting Requirements** | | |
| SLA and ALL contractual Reporting Requirements | Measure and report ALL contractual report requirements (SLA and others) as stated within the timeframes detailed. (weekly, monthly, etc.) | 98% |
| XLA: First Level Resolution | % tickets resolved by Help Desk regardless of channel / total incidents and requests resolved without escalation divided by total incident and requests resolved over period of time | > 70% |
| XLA: Monthly Knowledgebase Impact Analysis | % of time the Knowledge Impact Analysis was delivered by the 15th of the month for the previous month of service / Number of months delivered on time divided by the total number of months | 100% |
| XLA: Quarterly Net Promoter Score | Index ranging from -100 to 100 that gauges the customer's overall satisfaction with a service and the customer's satisfaction to the organization delivering the service / (Number of Promoters minus Number of Detractors) divided by (Number of Respondents) times 100 | > 40 |

### 20.9.3 SERVICE DESK: REPORT REQUIREMENTS

Minimally, the following standard reports will be required. Others can/will be discussed/requested as needed/required.

| Description | Timing |
|---|---|
| **ACD calls received** | Measure daily, report monthly |
| **ACD calls handled** | Measure daily, report monthly |
| **SLA/XLA Compliance Report(s) per contract SLA's/XLA'S** | Measure daily, report monthly |
| **IMAC Reports** | Measure daily, report monthly |
| **Inventory Reports** | Measure daily, report monthly |
| **Service Request, Call Type and Call Volume Reports** | Measure daily, report monthly |
| **Service & Experience Level Agreement Reports** | Measure daily, report monthly |
| **Root Cause Analysis Reports** | Measure daily, report monthly |
| **Trending Reports** | Measure daily, report monthly |
| **Aging Issues Report:** Executive level report listing aging tickets, escalated issues, etc. over the last 24 hours and last 7 days. | Every morning / summary per week |

### 20.9.4 DESKTOP: CRITICAL SUCCESS FACTORS

1. Maximize and optimize equipment performance - Improve configuration management and performance testing as equipment is deployed and periodic evaluation of help desk calls to identify trends in equipment failure.
2. Improve license management procedures – Management and version control of software licenses should be tracked to ensure both compliance and application currency.
3. Prepare and maintain service-related documentation in a knowledgebase that will be available to Service Provider and City/County.
4. Provide problem management resolution support to help desk staff and City/County desktop environment.
5. Manage and optimize desktop environment (including enhanced security and cyber-security) ensuring that all desktop components are effectively and efficiently integrated.
6. Maintain current and optimal operating system software and utilities on all platforms.

### 20.9.5 DESKTOP: SLA'S/XLA'S

A key objective of the City/County's decision to source IT services is to maintain effective service levels. The following minimum service levels are required by the City/County MSA. The Service Provider must consistently meet or exceed the following SLAs/XLAs as tracked and reported monthly to the City/County.

| SLA/XLA Description | Performance Target | SLA/ XLA |
|---|---|---|
| Response to incident or service request by Desktop technician | Within 2 hours of ticket receipt | 90% |
| Resolution of incident or service ticket by Desktop technician | Sev 1: Resolution within 2 hours | 98% |
| | Sev 2: Resolution within 4 hours | 95% |
| | Sev 3: Resolution within 8 business hours | 90% |
| | Sev 4: Resolution within 12 business hours | 90% |
| **Deployment – Desktop** | | |
| Urgent Request, New PC setup or reimaging single installation (High Priority) | 1 Business Day | 98% |
| PC setup or reimaging (single request):<br>1-5,<br>6-10,<br>11+ | PC setup or reimaging (single request):<br>1 business day,<br>5 business days,<br>10 business days | 95% |
| **Physical Equipment Moves** | | |
| Urgent Request, single move (High Priority) | 6 business hours | 98% |
| PC move (single request):<br>1-5,<br>6-10,<br>11+ | PC move (single request):<br>1 business day,<br>5 business days,<br>10 business days | 95% |
| **Customer Satisfaction** | | |
| Triggered Satisfaction Survey Response | Vendor Mgmt responds to any/all **dissatisfied** survey response by contacting the customer within 8 business hours and conducts RCA.<br>RCA is documented and reported monthly to C/C. | 100% |

| SLA/XLA Description | Performance Target | SLA/ XLA |
|---|---|---|
| Close ticket survey | Brief 3-5 ques survey sent at ticket close. Avg rating of satisfied or very satisfied. | 95% |
| Annual Customer Satisfaction Survey - (conducted by independent 3rd party Surveyor) | Users surveyed should be very satisfied or satisfied | 96% |
| XLA: % of end user devices (desktops, laptops, corporate mobile phones and tablets) that are capable of being monitored by KSMC's toolset. | End user devices monitored in KSMC's device management tools as a percentage of end user devices in KSMC's configuration management database | >80% |
| XLA: % of failed updates or changes. | Failed installation of approved operating system updates, security patches, group policy updates, and approved application installation and upgrades. | <20% |
| XLA: % of issues reported vs. self-healing scripts deployed. | % of issues reported that are capable of self-healing vs. self-healing issues resolved by KSMC's monitoring and management toolset.<br>Disk defragmentation, disk cleanup, anti-virus missing, computer restart, service restart, blacklisted process, windows patches missing. | >15% |
| Reporting | Report all contractual SLA/XLA reporting requirements as per agreed upon frequency | 98% |

### 20.9.6 DESKTOP: REPORT REQUIREMENTS

Minimally, the following standard reports are required of this MSA. Others can/will be discussed/requested as needed/required per the contract change control process.

| Description | Timing |
|---|---|
| **SLA Compliance** | Measure daily, report monthly |
| **Service Failure Exception Reports** | Measure daily, report monthly |
| **Trending of Desktop Support Issues** | Measure daily, report quarterly |
| **Inventory Reports** | Measure daily, report monthly |
| **Root Cause Analysis Reports** | Measure daily, report monthly |

### 20.9.7 NETWORK & SERVER: CRITICAL SUCCESS FACTORS

1. Maximize and optimize equipment performance - Improve configuration management and performance testing as network equipment is deployed and periodic evaluation of help desk calls to identify trends in equipment failure.
2. Improve license management procedures – Management and version control of network software licenses should be tracked to ensure both compliance and application currency. Self-audits should be performed at least quarterly to determine compliance and anticipate licensing needs for the near future.
3. Prepare and maintain service-related documentation in a knowledgebase that will be available to service provider and City/County personnel.
4. Manage network systems performance to ensure optimum throughput.

5. Provide problem management resolution support to help desk staff and City/County network environment.
6. Manage and optimize a secure network environment ensuring that all networked components are effectively and efficiently integrated.
7. Maintain current and optimal operating system software and utilities on all networked platforms.

### 20.9.8 NETWORK & SERVER: SLA'S/XLA'S

A key objective of the City/County's decision to outsource IT services is to maintain effective service levels. The following minimum service levels are required by the City/County. The Service Provider must consistently meet or exceed the following SLAs/XLAs as tracked and reported monthly to the City/County.

| SLA/XLA Description | Performance Target | SLA/ XLA |
|---|---|---|
| **Network & Server** | | |
| Production Applications and Databases | Sun-Sat, 000-2400 | 99.9% |
| Shared Storage systems | Sun-Sat, 000-2400 | 98.0% |
| QA/Test Systems and Servers | Sun-Sat, 000-2400 | 95.0% |
| Internet Access Availability | Sun-Sat, 000-2400 | 99.9% |
| LAN Availability | Sun-Sat, 000-2400 | 99.9% |
| Wireless Network Availability | Sun-Sat, 000-2400 | 99.9% |
| Application Response Time: Production Systems | Transactions complete < 2.0 sec | 98.0% |
| **Customer Satisfaction** | | |
| Triggered Satisfaction Survey Response | Vendor Mgmt responds to any/all **dissatisfied** survey response by contacting the customer within 8 business hours and conducts RCA.<br>RCA is documented and reported monthly to C/C. | 100% |
| Close ticket survey | Brief 3-5 ques survey sent at ticket close. Avg rating of satisfied or very satisfied. | 95% |
| Annual Customer Satisfaction Survey - (conducted by independent 3rd party Surveyor) | Users surveyed should be very satisfied or satisfied | 96% |
| **System/Server/Network Administration (All Platforms)** | | |
| **Capacity/Performance:**<br>Continuously monitor server and network capacity and performance and storage capacity for defined threshold alerts and anomalies.<br>Notify City/County when alerts are triggered, or anomalies are identified on system resources. | 1-hour notification of City/County of verification of event trigger or anomaly identification. | 100.0% |
| **Capacity/Performance Planning:** | Monthly analysis reports and interim reports on rapidly developing events and trend identification. | 100.0% |

| SLA/XLA Description | Performance Target | SLA/ XLA |
|---|---|---|
| Trend Analysis and reporting across all platforms. Capacity change requests - Server & Storage | | |
| Deploy service/security patches and antivirus updates necessary to protect or repair environment vulnerabilities. | Same business day as signoff subject to agreed-upon change control procedures. | 100.0% |
| Deployment: New Server | Virtual server - 1 business day<br>Physical server, 3 business days (upon receipt of equipment) | 100.0% |
| Critical Restore Requests: | 1 Hour to begin the restore process. 8 hours to complete the process. | 99.0% |
| Non-Critical Restore Requests | 1 day to begin from time of notification by Service Recipient. 2 days to complete | 95% |
| Backup Services: Server Backup | Tier I (Daily with logs – incremental)<br>Tier II (Weekly without logs – incremental)<br>Tier III (Monthly – with logs – Full) | 99.0%<br>100%<br>100% |
| Reporting | Report ALL contractual SLA/XLA and reporting requirements below as per agreed upon frequency & schedule | 98% |

### 20.9.9 NETWORK & SERVER: REPORT REQUIREMENTS

Minimally, the following standard reports are required as part of this MSA. Others can/will be discussed/requested as needed/required.

| Description | Timing |
|---|---|
| **SLA/XLA Compliance** | Measure daily, report monthly |
| **Response Time by Application** | Measure daily, report monthly |
| **Trending of Network Support Issues** | Measure daily, report quarterly |
| **Maintenance Monitoring Reports as per defined schedules** | Measure daily, report monthly |
| **Security Monitoring Reports as per defined schedules** | Measure daily, report monthly |
| **Detailed Outage Reports** | Measure daily, report monthly |
| **Capacity Planning Reports** | Measure daily, report monthly |
| **Root Cause Analysis Reports** | Measure daily, report monthly |

### 20.9.10 ASSET MANAGEMENT: SLA'S/XLA'S

A key objective of the City/County's decision to source IT services is to maintain effective service levels. The following minimum service levels are required by the City/County. The Service Provider must consistently meet or exceed the following SLAs as tracked and reported monthly to the City/County. The percentage below refer to the percentage of devices that are accurately tracked.

| SLA/XLA Description | Performance Target | SLA/ XLA |
|---|---|---|
| **Asset Management** | | |
| Target A: Network attached - Automatic Discovered Data Fields | | 98% |
| Target B: Network Attached - Manually Updated Data Fields | | 95% |
| Target C: Non - Network Attached - manually Updated Data Fields | | 90% |
| **True ups & Corrections** | | |
| Target A: Network attached - Automatic Discovered Data Fields | SLA added to measure response to inaccurate data. Within 10 business days data will be restored to within the percentage goals | 98% |
| Target B: Network Attached - Manually Updated Data Fields | | 95% |
| Target C: Non-Network Attached - manually Updated Data Fields | | 90% |

### 20.9.11 ASSET MANAGEMENT: SLA'S/XLA'S

Minimally, the following standard reports are required as part of this MSA. Others can/will be discussed/requested as needed/required.

| Description | Timing |
|---|---|
| **SLA/XLA Compliance** | Measure daily, report monthly |
| **Trending of Asset Support Items** | Measure daily, report quarterly |
| **Commissioned / Decommissioned report** | Measure daily, report monthly |
| **Asset Mgmt vs. Tech Refresh comparison report** | Measure daily, report monthly |

### 20.9.12 APPLICATION SERVICES: CRITICAL SUCCESS FACTORS

1. Maintain and enhance service level standards for application support issues tied to criticality of need.
2. Provide accurate estimates for application enhancement and development activities.
3. Provide best practice project management techniques for all application services activities.
4. Manage application performance to ensure optimum throughput.
5. Continually measure customer satisfaction for all application services activities.
6. Provide a long-range plan and a methodology for retirement decisions for legacy applications where appropriate.

### 20.9.13 APPLICATION SERVICES: SLA'S/XLA'S

A key objective of the City/County's decision to outsource application services is to maintain effective service levels. The following minimum service levels are being required by the City/County. The Service Provider must consistently meet **or exceed** the following SLAs/XLAs as tracked and reported monthly to the City/County.

| Application Services SLAs/XLAs | | | |
|---|---|---|---|
| **Description** | **Service Measure** | **Performance Target** | **SLA/XLA** |
| **Severity 1 (Urgent)** | Time to Resolve | 4 hours | 98.0% |
| **Severity 2 (Critical)** | Time to Resolve | 8 hours | 98.0% |
| **Severity 3 (Average)** | Time to Resolve | Next business day or otherwise as prioritized | 98.0% |
| **Severity 4 (Low)** | As prioritized | Next business day or otherwise as prioritized | 98.0% |
| **Formula** | Number of requests completed on time/total of all requests occurring during measurement period | | |
| **Measure Interval** | Measure weekly, report monthly | | |
| **Measurement Tool** | Service Provider to furnish monitoring, auditing, and reporting tools. | | |

| **Required: XLA's** | | |
|---|---|---|
| XLA: Monthly Response Time Impact Analysis | Monthly Report on Applications experiencing response time issues and/or multiple problem tickets for escalation to projects for resolution. | 100% |
| XLA: Assist 3rd Party Support & Maintenance Reduction | Work with BSC Management team monthly in providing knowledge input on support and maintenance levels in reviewing 3rd party application support license costs. | 100% |

### 20.9.14 APPLICATION SERVICES: REPORT REQUIREMENTS

Minimally, the following standard reports will be required per this MSA. Others can/will be discussed/requested as needed/required.

| **Description** | **Timing** |
|---|---|
| **SLA/XLA Compliance** | Measure daily, report monthly |
| **Response Time by Application** | Measure daily, report monthly |
| **Trending of Application Support Issues** | Measure daily, report quarterly |
| **Detailed Outage Reports** | Measure daily, report monthly |
| **Root Cause Analysis Reports** | Measure daily, report monthly |

# 21 EXHIBIT E: CONSOLIDATED ROLES AND RESPONSIBILITY TABLES

This Exhibit is incorporated into and made a part of the Master Services Agreement (MSA) by and between the City/County and Service Provider.

Detailed in this exhibit are the consolidated Roles and Responsibility tables (as originally detailed in RFP#7205796) the City/County will use to aid in the daily administration of the service provider relationship.

## 21.1 Service Management, Governance and Reporting

| Service Management Reporting Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document service management/reporting requirements and policies. | X (S) | X (P) |
| 2. Develop and document service management reporting procedures. | X | |
| 3. Approve service management reporting procedures. | | X |
| 4. Develop and document criteria and formats for administrative, service activity and service level reporting. | X (P) | X (S) |
| 5. Develop and implement customer satisfaction program for tracking the quality-of-service delivery to City/County. Coordinate program with other Service Providers. | X (P) | X (S) |
| 6. Measure, analyze, and report system and service performance relative to requirements. | X | |
| 7. Prepare performance and other service level reports and provide as scheduled. | X | |
| 8. Prepare and provide activities reports and others as defined. | X | |
| 9. Prepare reports on statistics, root cause analysis and trends as requested. | X | |
| 10. Perform or support operations and other audits periodically. | X (S) | X (P) |
| 11. Develop plans and procedures to ensure financial transparency in operations. | X | |
| 12. Approve the plans and procedures | | X |

## 21.2 Technology Standards

| Technology Standards Development Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document technology standards and architectural direction. | X (S) | X (P) |
| 2. Conduct annual or as-needed technical and business planning sessions to update standards and architectural direction. | X (S) | X (P) |
| 3. Investigate and document new hardware and system software products and services for potential use within the City/County. | X | |
| 4. Perform feasibility studies (including risk analysis) for the implementation of new technologies that will improve City/County business operations. | X | |
| 5. Coordinate and deliver technology workshops on industry trends and best practices within an agreed-upon schedule (e.g., semi-annual; annual, etc.). | X | |

| Technology Standards Development Roles and Responsibilities | SP | C/C |
|---|---|---|
| 6. Perform liaison function to business units to ensure that technology standards are communicated and enforced within the City/County. | X | |

## 21.3 Technology Refresh

The Service Provider will perform services and activities associated with keeping the City/County's computing environment current with advances in technology.

***Desktops/Laptops Devices:*** In general, the current plan for the majority of desktop computers, laptops and/or portable devices is to buy/own the equipment with a (up to) seven (7) year replacement/refresh cycle from a hardware perspective and a three or four (3 or 4) year O/S rev level check/upgrade cycle. These terms based upon h/w, s/w and business need compatibility. This policy may be modified from time to time at the mutual agreement and planning of the City/County and service provider.

To accommodate departments and agencies that are unable to fund the optimal refresh cycle, the Service Provider should work with the City/County leadership to create and approve a cascade procedure to redeploy experienced (high-end) equipment of varying levels based on IT need. Levels TBD based on C/C and Service Provider planning efforts.

**It is required that the service cost of technology refresh will be considered in Service Providers fixed cost for this contract and is not considered a separate initiative.**

***Servers:*** The current plan for servers is to buy/own the equipment with a (up to) seven (7) year replacement/refresh cycle or when deemed end of life or other applicable business case to replace outside of set schedule. These terms based upon h/w, s/w and business need compatibility

The following table identifies (but is not limited to) the underlying roles and responsibilities associated with technology refresh services

| Technology Refresh Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document technology refresh program policies. | X (S) | X (P) |
| 2. Develop and document refresh program procedures and plans. | X | |
| 3. Review and approve refresh program procedures and plans. | | X |
| 4. Implement and manage a technology refresh plan. | X | |
| 5. Review and update the technology refresh program on an annual basis to ensure it continues to meet City/County requirements. | X(P) | X(S) |

## 21.4 Transition Management

The Service Provider is to implement an expeditious and seamless transition of services, without interruption, from the current services to those within the scope of this RFP. The transition plan should include, among other things, the manner in which the Service Provider will assume

responsibility both during and after the transition period is completed of the service agreement for the following:

1. The provision of all services agreed upon in the RFP and resulting contract
2. Assumption of major projects
3. Management of technology assets and resources
4. Communication with the City/County's departments, other public entities, and private entities
5. Identification of contracts and licenses requiring cancellation, renewal, or assignment to the City/County to the extent practicable
6. Subcontractor relationships and arrangements.

The details and timing of the transition plan shall be included in the (to be negotiated) transition plan and based upon discussions/agreement with the Service Provider and the City/County.

## 21.5 Help Desk Administration

| Help Desk Administration Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Document help desk process and procedure manual that meets requirements and adhere to defined policies. | X | |
| 2. Approve help desk administration process and procedure manual. | | X |
| 3. Develop and publish a comprehensive help desk transition plan including integration within the City/County. | X | |
| 4. Utilize a single system to document, manage and track all requests for service, problem reports and inquiries regardless of the means by which the request is submitted (e.g., telephone, email, online, etc.). | X | |
| 5. Monitor and track all requests for service birth to closure. Escalate within the Service Provider organization and City/County as required. | X | |
| 6. Provide online (AND MOBILE APP) capability for City/County to check/monitor status of service requests throughout ticket lifecycle. | X | |
| 7. Prepare and publish weekly, monthly, quarterly, and annual help desk reports sufficient to manage and maintain service levels and/or as requested by the City/County. | X | |
| 8. Develop and execute end-user satisfaction surveys according to service level requirements. | X (P) | X (S) |
| 9. Maintain a continuous improvement program that improves help desk services. | X | |

## 21.6 Help Desk Service Request Coordination

| Service Request Coordination Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document service request coordination requirements and policies. | X (S) | X (P) |
| 2. Document and track requests for service in all areas supported | X | |
| 3. Verify acceptance of services by contacting the end-user to confirm results and level of satisfaction. | X | |
| 4. Ensure that inventory and configuration management records are kept current to reflect accurate service request history. | X | |

## 21.7 Help Desk Inquiry Response and Problem Resolution

| Inquiry Response and Problem Resolution Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document inquiry response and problem resolution requirements and policies. | X (S) | X (P) |
| 2. Approve inquiry response and problem resolution procedures. | | X |
| 3. Implement self-help features and functions that enable end-users to perform preliminary problem diagnosis, troubleshooting and resolution including access to knowledge base. | X | |
| 4. Identify need for ongoing end-user training based on calls received and continual trending analysis. | X | |

## 21.8 Help Desk Root Cause Analysis

| Root Cause Analysis Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document requirements and policies for root cause analysis, such as events that trigger an RCA. | X (P) | X (S) |
| 2. Develop procedures for performing an RCA that meet requirements and adhere to defined policies. | X | |
| 3. Approve RCA procedures. | | X |
| 4. Identify the root cause of repetitive problems or failures. | X | |
| 5. Conduct RCA for all severity level 1 and severity level 2 incidents. | X | |
| 6. Track and report the consequences of repetitive failures. | X | |
| 7. Provide the City/County with written reports detailing the cause of, and procedure for, correcting such failure; provide updates on a weekly basis until closure. | X | |
| 8. Develop and implement solutions to recurring problems identified by proactive trend analysis. | X | |

## 21.9 Desktop/Deskside Operations and Administration Services

| Operations and Administration Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document desktop operations requirements and policies, including schedules for the operation of distributed systems. | X (S) | X (P) |
| 2. Develop desktop operations procedures that meet requirements and adhere to defined policies. | X | |
| 3. Approve desktop operations procedures. | | X |
| 4. Manage (i.e., create, modify, delete) user accounts for accessing and using desktop systems and resources. | X | |

## 21.10 Desktop/Deskside Monitoring and Problem Resolution Services

| Monitoring and Problem Resolution Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document requirements and policies for desktop monitoring and problem resolution. | X (S) | X (P) |
| 2. Develop and document monitoring and problem management procedures, including escalation thresholds that meet requirements and adhere to defined policies. | X | |
| 3. Approve monitoring and problem resolution procedures. | | X |
| 4. Implement measures for proactive monitoring and self-healing capabilities to limit outages that affect desktop operations. | X | |
| 5. Identify desktop problems and resolve in accordance with SLRs. Escalate as required. Coordinate activities with the help desk. | X | |
| 6. Monitor for and restrict receipt of email spam, virus, spyware, and adware. | X | |

## 21.11 Desktop/Deskside Software Deployment and Management Services

| Software Deployment and Management Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document software deployment and management requirements and policies. | X (S) | X (P) |
| 2. Develop procedures for software deployment and management that meet requirements and adhere to defined policies. | X | |
| 3. Approve software deployment and management procedures. | | X |
| 4. Utilize the necessary utilities/tools to maintain and ensure compliance with desktop hardware and software licensing and report compliance at least annually. | X | |
| 5. Manage software deployment using automated tools and formal (industry standard) project management methodologies. | X | |
| 6. Develop, maintain, and implement desktop images/builds to meet City/County business needs. | X | |
| 7. Develop a continuous plan to maintain/improve/minimize the number of desktop images. | X | |
| 8. Approve all new created or updated images prior to deployment. | | X |
| 9. Participate in training City/County personnel as appropriate on new/upgraded software. (e.g., features of new operating systems, etc.) | X(P) | X(S) |

## 21.12 Desktop/Deskside Hardware Maintenance Services

| Hardware Maintenance Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document hardware maintenance and repair requirements and policies. | X (S) | X (P) |
| 2. Approve hardware maintenance and repair procedures. | | X |
| 3. Perform diagnostics as needed to identify the cause of hardware problems, and report findings. | X | |

| Hardware Maintenance Roles and Responsibilities | SP | C/C |
|---|---|---|
| 4. Install manufacturer field change orders, firmware upgrades, and other manufacturer provider-supplied hardware improvements for supported desktop hardware. | X | |
| 5. Manage warranties for City/County owned/leased hardware to ensure that parts under warranty are replaced under the terms of the warranty. | X | |
| 6. Ensure that all hardware maintenance activities conform to configuration management and change control processes. | X | |

## 21.13 Desktop/Deskside Performance Management

| Performance Management Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document desktop performance mgmt. requirements and policies. | X (P) | X (S) |
| 2. Approve performance management procedures. | | X |
| 3. Perform capacity planning to develop resource requirements projections. | X (P) | X (S) |
| 4. Provide technical advice and support to the help desk, application maintenance and development staffs as required. | X | |
| 5. Evaluate, identify, and recommend configurations or changes to configurations which will enhance desktop performance. | X | |
| 6. Authorize improvement plans. | | X |

## 21.14 Desktop/Deskside Configuration Management

| Configuration Management Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document configuration management requirements and policies. | X (P) | X (S) |
| 2. Develop configuration management procedures that meet requirements and adhere with defined policies. | X | |
| 3. Approve configuration management procedures. | | X |
| 4. Provide a configuration management tool subject to approval by the City/County. This tool will enable the Service Provider to deliver services at a lower cost and should therefore be considered within the fees of the fixed cost price. | X | |
| 5. Approve configuration management tool. | | X |
| 6. Document and maintain desktop hardware and software specifications and configurations. | X | |
| 7. Provide information about the configuration, functionality, and other aspects of the desktop environment upon request. | X | |
| 8. Track all software versions in use in the desktop environment. Document issues and considerations associated with each version and environment. | X | |

## 21.15 Desktop/Deskside Systems Integration and Testing

The Service Provider will perform services and activities associated with building and maintaining the technical infrastructure, and the testing, integration, and migration activities to ensure that all

components of the desktop environment work together effectively. **The City/County is particularly interested in improving performance in this area.** The Service Provider should create a systems integration and testing plan that will outline how the following tasks will be accomplished. The table below includes (but is not limited to) the following primary roles and responsibilities associated with desktop systems integration and testing services.

| Systems Integration & Testing Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document system testing and integration requirements and policies. | X (P) | X (S) |
| 2. Develop systems testing and integration procedures that meet requirements and adhere to defined policies. | X | |
| 3. Approve testing and integration procedures. | | X |
| 4. Prepare system plans and schedules to support new and enhanced applications, architectures, and standards. | X | |
| 5. Review and approve system plan and schedules. | | X |
| 6. Perform and approve user acceptance testing for new and upgraded equipment and software. | | X |
| 7. Assess and communicate the overall impact and potential risk to existing operations prior to implementing changes. | X | |
| 8. Coordinate the scheduling of all changes to the desktop environment through defined change control processes. | X | |
| 9. Test and stage new and upgraded equipment and software to smoothly transition into production environment prior to going live on the network. | X | |
| 10. Perform data migration from existing systems to new systems. | X | |
| 11. Update configuration management documentation and asset inventory to reflect hardware and software changes. | X | |

## 21.16 Network Operations and Administration

The Service Provider will operate, monitor, and manage the City/County servers and LAN/WAN environment. Operations and administration responsibilities of the Service Provider will include (but not be limited to):

1. Provisioning to ensure that the network and servers will adequately support the needs of the City/County.
2. Monitoring/Managing City/County network security & cyber security policy to meet/exceed industry requirements and standards.
3. Maintaining network hardware and software to meet/exceed City/County as well as industry standards limits.
4. Monitoring, supporting, and growing the wireless access points (WAPs) in use throughout the City/County.

## 21.17 Network Provisioning

| Provisioning Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Development of strategy and direction of networks and servers | X(S) | X(P) |

| Provisioning Roles and Responsibilities | SP | C/C |
|---|---|---|
| 2. Develop and document network and server provisioning requirements and policies. | X (P) | X (S) |
| 3. Develop and document procedures for provisioning and administration that meet requirements and adhere to defined policies. | X(S) | X(P) |
| 4. Perform capacity planning to develop network and server resource requirements projections and associated databases. | X (P) | X (S) |
| 5. Manage network systems performance to ensure optimum throughput. | X(P) | X(S) |
| 6. Coordinate ordering and procuring of network circuits from public carriers. | X(S) | X(P) |
| 7. Manage the efforts of public carriers (and other third parties) to meet defined schedules, project plans, etc. | X | |
| 8. Ensure that all new circuits, devices and network software provisioned are included in configuration management documentation. | X | |
| 9. Provide estimates for assets and services not included in the scope of this SOW. | X | |

## 21.18 Network Administration Services

| Administration Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document network and server administration requirements and policies. | X (S) | X (P) |
| 2. Develop and document procedures for administration that meet requirements and adhere to defined policies. | X | |
| 3. Approve administration procedures. | | X |
| 4. Maintain IP addressing schemes, router and switch configurations, routing tables, VPN configurations, etc. | X | |
| 5. Manage user accounts (City/County and affiliated entities) as needed for accessing and using network and enterprise application resources. | X | |
| 6. Ensure that network and server administration activities are coordinated through defined change control processes. | X | |

## 21.19 Network and Cyber Security Services

| Network Security & Cyber-Security Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop information security & cyber security requirements and policies. | X (S) | X (P) |
| 2. Develop and document security & cyber security procedures that meet requirements and adhere to defined policies. | X | |
| 3. Approve security & cyber security procedures and policies. | | X |
| **4. Ensure proper cyber security talent is secured through relevant IT roles: Such as: Network admins, System admins, CIO's and the like.** | X | |

| Network Security & Cyber-Security Roles and Responsibilities | SP | C/C |
|---|---|---|
| **5. Ensure up-to-date cyber security methods are being employed, including but not limited to:**<br>**a. Closely monitor relevant known vulnerabilities**<br>**b. Implement latest relevant MFA**<br>**c. Monitor data traffic to:**<br>**i. Establish known patterns**<br>**ii. Identify anomalies**<br>**iii. Thwart persistent threat actors** | X | |
| **6. Ensure up-to-date cyber security methods are being employed, including but not limited to:**<br>**a. Develop and follow a thorough, cautious patch regimen**<br>**b. Conduct routine security exercise (i.e., Penetration tests, Vulnerability assessments, and etc.)**<br>**c. Implement appropriate encryption (i.e., end to end, end point device encryption and network traffic)** | X | |
| 7. Ensure that appropriate security & Cyber security measures exist at all points of entry into the City/County IT environment. | X | |
| 8. Monitor, track, and report security policy violations and security violation attempt(s). | X | |
| 9. Plan & execute countermeasures in response to security & cyber security violation attempts. | X | |
| 10. Implement and maintain spyware, adware, spam, and virus protection processes. | X | |
| 11. Implement automated process to ensure that network attached City/County devices are kept at current levels of security & cyber security protection. | X | |
| 12. Perform, coordinate, and assist as required in policy and process audits to ensure that policies and procedures fully address security issues. | X | |

## 21.20 Network Monitoring and Problem Resolution Services

| Monitoring and Problem Resolution Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document requirements and policies for network and server monitoring and problem management. | X (S) | X (P) |
| 2. Develop and document monitoring and problem management procedures, including escalation thresholds that meet requirements and adhere to defined policies. | X | |
| 3. Approve network and server monitoring and problem management procedures. | | X |
| 4. Provide and implement appropriate tools to track and monitor web traffic. | X | |
| 5. Implement measures for proactive monitoring and self-healing capabilities to limit outages to the network. | X | |
| 6. Monitor network 24 hours per day, 7 days per week. | X | |
| 7. Identify network problems involving circuits, hardware, software and resolve in accordance with SLRs. Coordinate activities with the help desk. Escalate as required. | X | |

| Monitoring and Problem Resolution Roles and Responsibilities | SP | C/C |
|---|---|---|
| 8. Coordinate resolution of circuit problems with third parties, including public carriers, ISP, and City/County affiliates using the network. | X | |
| 9. Track and report status of network and server activities and problems. | X | |
| 10. Ensure that all network and server monitoring and problem resolution activities conform to defined change control procedures. | X | |

## 21.21 Network Hardware Maintenance Services

| Network Hardware Maintenance Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document hardware maintenance and repair requirements and policies. | X (S) | X (P) |
| 2. Develop and document hardware maintenance and repair procedures that meet requirements and adhere to defined policies. | X | |
| 3. Approve hardware maintenance and repair procedures. | | X |
| 4. Identify physical facilities changes needed to support installation of new or upgraded hardware. | X | |
| 5. Coordinate/perform facilities changes needed to support installation of new/upgraded hardware. | X (P) | X (S) |
| 6. Install (or coordinate installation of) new or enhanced network hardware components to meet City/County communications requirements. | X | |
| 7. Perform diagnostics as needed to identify the cause of hardware problems, and report findings. | X | |
| 8. Install manufacturer change orders, firmware upgrades, and other service provider-supplied hardware improvements for network supported hardware. (especially "core" devices) | X | |
| 9. Replace defective parts on network supported hardware. | X | |
| 10. Coordinate maintenance activities and repair of third-party service provider-supported hardware. | X | |
| 11. Monitor hardware warranties to ensure that parts under warranty are replaced under the terms of the warranty. | X | |
| 12. Ensure that all hardware maintenance activities conform to configuration management and change control processes. | X | |

## 21.22 Network Performance Management

| Performance Management Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document network performance requirements and projections. | X (S) | X (P) |
| 2. Develop and document performance management procedures that meet requirements and adhere to defined policies. | X | |
| 3. Approve performance management procedures. | | X |
| 4. Perform tuning to maintain optimum performance across the network. | X | |

| Performance Management Roles and Responsibilities | SP | C/C |
|---|---|---|
| 5. Manage network resources, devices, and traffic to meet defined availability and performance SLRs. | X | |
| 6. Provide technical advice and support to the help desk, desktop and application maintenance and development staffs as required. | X | |
| 7. Evaluate, identify, and recommend configurations or changes to configurations that will enhance network performance. | X | |
| 8. Implement improvement plans. Coordinate with third-party carriers as required. | X | |

## 21.23 Network Configuration Management

| Configuration Management Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document network configuration and server management requirements and policies. | X (P) | X (S) |
| 2. Develop configuration management procedures that meet requirements and adhere to defined policies. | X | |
| 3. Approve configuration management procedures. | | X |
| 4. Document and maintain network, server, and enterprise application specifications, configurations, topology, and diagrams. | X | |
| 5. Document and maintain inventory of all software used in managing the network environment. | X | |
| 6. Document and maintain configuration inventory of all hardware used in the network environment. | X | |
| 7. Document and maintain inventory of all network circuits and point-to-point connections in the network environment. | X | |
| 8. Provide information about the configuration, functionality, and other aspects of the network upon request. | X | |
| 9. Ensure that disaster recovery documentation correctly reflects the network environment. | X | |

## 21.24 Network Enterprise Systems Administration

| Enterprise Application Computing Services Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document enterprise application computing systems requirements and policies. | X (P) | X (S) |
| 2. Develop procedures for performing enterprise application systems administration that meet requirements and adhere to defined policies. | X | |
| 3. Approve enterprise application systems administration procedures. | | X |
| 4. Set up and manage user accounts, perform access control, manage files, and disk space. | X | |
| 5. Provide technical assistance and subject matter expertise as required by the City/County staff and third-party Service Providers for enterprise application computing products and solutions. | X | |

| Enterprise Application Computing Services Roles and Responsibilities | SP | C/C |
|---|---|---|
| 6. Perform system or component configuration changes necessary to support enterprise computing services. | X | |
| 7. Install/apply preventative maintenance releases and fixes, service packs, and other program services provided by third-party software Service Providers to ensure proper operation of installed software. | X | |
| 8. Upgrade software to new versions/releases as needed to provide improved/enhanced functionality. | X | |
| 9. Perform diagnostics as needed to identify the cause of software problems and report findings. | X | |
| 10. Ensure that all software maintenance activities conform to configuration management and change control processes. | X | |

## 21.25 Network Storage and Data Management

| Storage and Data Management Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document network storage and data management requirements and policies. | X (S) | X (P) |
| 2. Develop procedures for performing network storage management that meet requirements and adhere to defined policies. | X | |
| 3. Approve network data and storage management procedures. | | X |
| 4. Perform capacity planning to develop storage and data management requirements projections for network and distributed environment. | X (P) | X (S) |
| 5. Monitor and control storage access and performance according to defined management policies. | X | |
| 6. Perform data backups and restores per established procedures and service level requirements for all devices. | X | |

## 21.26 Network Backup and Restore Services

The Service Provider will perform services and activities associated with developing and maintaining a comprehensive plan to backup and restore the data and programs of the City/County. The Service Provider will maintain and execute backup procedures that will ensure full restoration of City/County computing services throughout the enterprise in a timely fashion in the event of hardware or software failures and/or data loss due to malware, corruption and/or by other means. The table below includes (but is not limited to) the following primary roles and responsibilities associated with network backup/restore services.

| Backup Schedule | | | |
|---|---|---|---|
| **Tier I** | Daily | With Logs | Incremental, stored offsite and/or alternate location |
| **Tier II** | Weekly | With/out Logs | Incremental, stored offsite and/or alternate location |

| Backup Schedule | | | |
|---|---|---|---|
| **Tier III** | Monthly | With Logs | Incremental, stored offsite and/or alternate location |
| **Tier IV** | Quarterly | With Logs | Full back up, stored offsite and/or alternate location |

| Backup/Recovery Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Define backup/restore requirements and policies for City/County systems. | X(S) | X(P) |
| 2. Develop and document a backup/restore plan and procedures that meet requirements and defined policies for continuing operation of systems and services. | X | |
| 3. Develop RTO (Recovery Time Objectives) and RPO (Recovery Point Objectives as part of the test procedures | X(S) | X(P) |
| 4. Review and approve backup/restore plans and procedures. | | X |
| 5. Test backup and restore capabilities on an agreed-upon regular basis | X | |

## 21.27 Asset Management: Asset Acquisition

The Service Provider will perform services and activities associated with the evaluation, selection and acquisition of new and upgraded hardware and software as requested by the City/County. While the City/County will have responsibility of asset acquisition, it is interested in reserving the ability to take advantage of the purchasing power of the Service Provider if it is financially advantageous. The City/County anticipates that it will work closely with the Service Provider in the acquisition of hardware and software. The following description of roles and responsibilities reflect that close working relationship.

| Asset Acquisition Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document asset acquisition requirements and policies. | X(S) | X(P) |
| 2. Develop and document asset acquisition procedures that meet requirements and adhere to defined policies. | | X |
| 3. Review and approve asset acquisition procedures. | | X |
| 4. Develop and maintain list of pre-approved suppliers. | X(S) | X(P) |
| 5. Demonstrate that best efforts are being pursued to obtain best pricing (e.g., use of pooled government procurement mechanisms). | | X |
| 6. Assist in periodic audits of procurement procedures. | X(S) | X(P) |
| 7. Manage the asset ordering, procurement, and delivery processes in compliance with City/County procurement and acceptance processes. | | X |
| 8. Manage and track service orders. | | X |
| 9. Ensure that new assets comply with established City/County IT standards and architectures. | X(S) | X(P) |
| 10. Review and approve selection of hardware to be installed in City/County facilities and software to be installed on City/County hardware. | | X (P) |
| 11. Provide estimates for assets and services not included in the scope of the SOWs. | X (S) | X (P) |

## 21.28 Asset Management and Tracking

The Service Provider will perform services and activities associated with managing and tracking new and upgraded hardware and software. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with asset management and tracking services. The City/County is interested in significant improvements in this area, specifically in the tracking of software licenses.

| Asset Management and Tracking Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document asset management requirements and policies that cover both owned and leased assets. | X (S) | X (P) |
| 2. Develop and document asset management procedures that meet requirements and adhere to defined policies. | X | |
| 3. Review and approve asset management procedures. | | X |
| 4. Establish, update, and maintain and otherwise act as custodian of an asset inventory database and system configuration documentation, including software license documentation. | X (P) | X (S) |
| 5. Maintain the records necessary to track, manage and support warranty services of all assets (e.g., asset/serial number, program number, physical license, install date and location - including location history). | X | |
| 6. Track status and timing of in-force service contracts and licenses. Notify City/County of expiration and renewal requirements. | X (P) | X (S) |
| 7. Provide asset inventory reports upon request. | X | |
| 8. Provide ability for direct end-user inquiry into asset database. | X | |
| 9. Terminate, dispose of, or relocate assets as needed/specified by the City/County. Provide disposition reports as needed. | X | |

## 21.29 Application Services: GIS

The Geospatial Information Services (GIS) provided by the City/County IT are widely utilized throughout the enterprise. **The Service Provider is required provide GIS expertise and qualifications to do the following:**

1. **GIS Planning and Analysis**
   - **a.** Conduct analyses of departmental needs for GIS development
     - ✓ Conduct departmental interviews with key personnel and/or clients
     - ✓ Examine and documenting current and planned business processes
     - ✓ Document technical and business requirements
     - ✓ Design data architecture and design consulting and planning
   - **b.** Develop a GIS strategic plan which may include the phasing and prioritization of projects

c. Document recommended policy, guidelines and procedures including administration, GIS maintenance, operations, and security

**2. GIS data analysis and data layer creation**

a. Integrate existing data sources and data layers. Integration may also be with other key technologies including but not limited to web-based applications, document management, and multimedia technologies

b. Convert data from legacy or stand-alone applications

c. Train customers in GIS applications, including but not limited to data maintenance procedures, maintenance, use and support

d. Project Manage GIS application development and integration including monitor schedules and deliverables, quality assurance, communications

**3. GIS Application Development**

Application development services cover GIS desktop and Web applications and include the development of new applications as well as enhancements and upgrades of existing applications. Service Provider must possess skills in the following development platforms:

a. Development of ESRI's ArcGIS Server technology

b. Arc-Objects programming using VB/COM

c. Java Scripts/REST/Virtual Earth API

d. XML and Web Services

e. GIS system integration with non-spatial technologies

f. Python

**4. GIS Application Architecture Support**

a. Manage the day-to-day support of the enterprise geospatial applications and services.

b. Serve as subject matter expert to other development partners as well as enterprise project teams with regard to utilization of geospatial web-services and integrations.

| Geospatial Information Services & Responsibilities | SP | C/C |
|---|---|---|
| 1. Establish and maintain a GIS strategic plan and an annual work plan. | X (S) | X(P) |
| 2. Establish and maintain policies, guidelines, and procedures governing the delivery of Geospatial services. To include licensing, administration, and security. | X (S) | X(P) |
| 3. Maintain user and library inventories as required by the GIS license agreement. | X (P) | X(S) |
| 4. Install/apply preventative maintenance releases and fixes, service packs, and other program services provided by GIS software vendors to ensure proper operation of installed software. | X | |
| 5. Respond to user requested installations of desktop GIS software throughout the enterprise. | X | |
| 6. Maintain the Enterprise GIS data editing workflows. | X | |
| 7. Provide GIS software training through both classroom and individual sessions. | X | |

| Geospatial Information Services & Responsibilities | SP | C/C |
|---|---|---|
| 8. Maintain user and library inventories as required by the GIS license agreement. | X | |
| 9. Manage the City/County Enterprise GIS applications, web-services, and mapping services. | X | |
| 10. Through established prioritization processes, design, developer, test, and implement GIS applications. | X | |
| 11. Ensure that all software, data, and application maintenance activities conform to configuration management and change control processes. | X | |

## 21.30 Application Services: City/County Public Websites

Content on the public websites is the responsibility of the various City Departments and County Agencies and is authored and maintained by approximately 200 web editors and authors throughout those entities. The City/County IT manages the overall structure and look and feel of the websites and has established a governance process for the public websites. The following table identifies (but does not limit) the underlying roles and responsibilities associated with the public websites.

| Public Website Roles & Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document requirements and policies for the use of the public websites. | X (S) | X (P) |
| 2. Develop and document procedures for the use of the public websites that meet requirements and adhere to defined policies. | X | |
| 3. Review and approve public websites procedures. | | X |
| 4. Maintain and troubleshoot standard templates, master pages, style sheets and web forms. | X | |
| 5. Manage the structure of the public websites. | X | |
| 6. Maintain the integrity, accuracy, security and timeliness of published content. | X(P) | X(S) |
| 7. Provide support for multi-lingual versions of published content. | X | |
| 8. Assist content editors in publishing new content. | X | |
| 9. Provide graphic design support for implementing new elements conforming to the current look and feel of the websites. | X | |
| 10. Determine graphic look and feel of the public websites. | X(S) | X(P) |
| 11. Provide graphic design support to implement any changes to the look and feel of the websites. | X | |
| 12. Serve as a technical resource to the website's user group(s). | X | |

## 21.31 Application Services: Intranet

Content on the intranet sites is the responsibility of the Departments, Agencies, or project teams for whom the various sub-sites have been established. City/County IT manages the overall structure and look and feel of the portals and has established a governance process for the intranet sites. For the intranet, the governance includes delegation of site administration authority to designated individuals or groups for Agency/Department/Project sites. The following table identifies (but does not limit) the underlying roles and responsibilities associated with the City/County intranet.

| Intranet Roles & Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document requirements and policies for the use of the intranet sites. | X (S) | X (P) |
| 2. Develop and document procedures for the use of the intranet that meet requirements and adhere to defined policies. | X | |
| 3. Review and approve intranet policy & procedures. | | X |
| 4. Deploy, maintain, and troubleshoot standard master pages, templates, and style sheets. | X | |
| 5. Assist end user site administrators in the creation of new sites and sub-sites as needed. | X | |
| 6. Assist end user site administrators with site feature activation and deactivation as needed. | X | |
| 7. Assist end user site administrators with user and group permissions administration as needed. | X | |
| 8. Administer SharePoint search scopes and index crawls. | X | |
| 9. Provide graphic design support to end users as needed. | X | |
| 10. Perform periodic migration of content and structure from production farm to test/staging farm. | X | |

## 21.32 Application Services: Account Mgmt, Governance and Reporting

The Service Provider is to implement a management structure to facilitate communications between the Service Provider, its subcontractors, and the City/County and to address and resolve concerns escalated by either the Service Provider or the City/County. Routine meetings and reporting processes must be defined **to ensure a smooth interface and timely resolution of issues**.

The City/County seeks a single point of contact scenario with the service provider. The City/County will not resolve issues or disputes between the Service Provider's personnel and any subcontractors retained by the Service Provider.

For operational services such as problem resolution, help desk inquiries, desktop software procurement, and the like, there must be routine and continuous interaction between the Service Provider's employees and the City/County's customer base. This operational interface will determine the satisfaction of the City/County's employees with the services delivered by the Service Provider. The Service Provider is expected to continuously measure and improve its service delivery and customer satisfaction with those services.

The Service Provider will perform services and activities associated with reporting on the ongoing status of the service environment. The Service Provider is to assemble and create regular reports on the performance of outsourced functions in order to assist in the effective management of the Service Agreement and enable continuous improvement of the in-scope services. Reports must be compiled and distributed to the City/County management in agreed upon formats. Reports must be compiled and published on all functions, including performance, SLRs, cost management and subcontractor relationships on an enterprise-wide and department-level basis. These reports must include the measurement of the Service Provider's actual performance against the required service levels. The City/County seeks a Service Provider that will operate under the principles of full

financial and operational disclosure to the City/County with respect to the service agreement and the parties' relationship. The City/County expects the Service Provider to accommodate management's decisions on reporting formats, content, and frequency.

The following table identifies (but is not limited to) the underlying roles and responsibilities associated with account management reporting services.

| Account Management Reporting Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document account management/reporting requirements and policies. | X (S) | X (P) |
| 2. Develop and document account management reporting procedures. | X | |
| 3. Approve account management reporting procedures. | | X |
| 4. Develop and document criteria and formats for administrative, service activity and service level reporting. | X (P) | X (S) |
| 5. Develop and implement customer satisfaction program for tracking the quality-of-service delivery to City/County. Coordinate program with other Service Providers. | X (P) | X (S) |
| 6. Measure, analyze, and report system and service performance relative to requirements. | X | |
| 7. Prepare performance and other service level reports and provide as scheduled. | X | |
| 8. Prepare and provide activities reports and others as defined. | X | |
| 9. Prepare reports on statistics, root cause analysis and trends as requested. | X | |
| 10. Perform or support operations and other audits periodically. | X (S) | X (P) |
| 11. Develop plans and procedures to ensure financial transparency in operations. | X | |

## 21.33 Application Services: Transition Management

The Service Provider is to implement an expeditious and seamless transition of services, without interruption, from the current services to those within the scope of this MSA. The transition plan should include, among other things, the manner in which the Service Provider will assume responsibility both during and after the transition period is completed of the service agreement for the following:

1. The provision of services including handoff/transfer of existing/open helpdesk tickets on switch over date.
2. Assumption of major projects
3. Management of assets and resources
4. Consistent and ongoing communication with the City/County's departments and agencies
5. Management of City/County's current third-party contractors for whom the Service Provider will act as agent
6. Identification of contracts and licenses requiring cancellation or assignment to the City/County to the extent practicable
7. Manage subcontractor relationships and arrangements.

The details and timing of the transition plan shall be included in the (to be negotiated) services agreement, based upon discussions with the Service Provider.

## 21.34 Application Services: Planning and Analysis

Planning and analysis for application maintenance and support services involves those activities associated with the maintenance (or creation) of user, business and technical requirements and specifications to update or enhance City/County legacy application systems. Planning and Analysis services to be performed by the Service Provider will include at a minimum:

1. Requirements definition: Those activities associated with the assessment of user needs used to determine technical design.

2. Design specifications: The development of the overall approach to satisfying the application requirements, such as creating documentation that specifies all components, program modules, data stores, interfaces, interface components and associated operations procedures for the City/County technical environment; and

3. Accurate and comprehensive project estimation including due dates and milestone delivery dates.

## 21.35 Application Services: Annual IT Audits

Service Provider will perform the services and activities associated with conducting annual IT audits. The following identifies (but is not limited to) the primary roles and responsibilities associated with application requirements definition activities.

| Requirements Definition Roles and Responsibilities | SP | C/C |
|---|---|---|
| **Account Provisioning & Deprovisioning** | | |
| 1. Create and review procedures and policies for provisioning and deprovisioning accounts. | X(P) | X(S) |
| 2. Create standard automated processes for creating and removing accounts. | X | |
| 3. Review role-based account access for each access based internal system. | X(P) | X(S) |
| **Regular Access Reviews** | | |
| 1. Create and review procedures and policies for auditing the access granted for key applications. | X(P) | X(S) |
| 2. Submit a quarterly report on the accounts with access to each application and their level of access. | X | |
| **Security and application administration** | | |
| 1. Identify functions that, from an internal controls standpoint, should only be assigned only to system administrators. | X | |
| 2. Regularly review the people that have administrative access and remove access from people<br>• With end-user functions in the system.<br>• With no job roles that require administrative duties. | X | |
| 3. Ensure logging is on for all critical admin activities in each system. | X | |
| 4. Create and review procedures and policies for the review of admin access logs.<br>• The procedures should document who performs the review, what security admin activities are included, how it is determined that actions are appropriate, and how often/when such activities will be reviewed. | X | |

| Requirements Definition Roles and Responsibilities | SP | C/C |
|---|---|---|
| 5. Perform such reviews on a regular basis (e.g., monthly, or quarterly), documented, approved, and maintained for future reference and regular reporting. | X | |
| **Remote Access** | | |
| 1. Create and review procedures and policies for reviewing the remote access rights for user accounts. | X(P) | X(S) |
| 2. Create regular reports to management on the remote access accounts. | X | |

## 21.36 Application Services: Requirements Definition

Service Provider will perform the services and activities associated with the assessment of user needs and requirements for legacy systems. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with application requirements definition activities.

| Requirements Definition Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Document business, functional and technical requirements in agreed upon formats. | x(S) | X(P) |
| 2. Approve requirements definition documents. | | X |
| 3. Maintain and enhance a standard for prioritization and justification for all application services requests and activities | X(S) | X(P) |

## 21.37 Application Services: Design Specifications

| Design Specifications Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Create application design documents from business, functional and technical requirements. | X | |
| 2. Approve design specifications procedures. | | X |
| 3. Document and recommend implementation/development/technical options to the City/County. | X | |

## 21.38 Project Estimations

Service Provider will perform services and activities associated with estimating the level of effort and cost of application maintenance and support assignments. **The estimates must be completed within five (5) business days of a written request unless the time is extended by mutual agreement with the City/County, and there should be no cost to the City/County to prepare estimates for additional work.** The following table identifies (but is not limited to) the underlying roles and responsibilities associated with project estimating activities.

| Project Estimating Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Provide cost and schedule estimates, and impact analyses, for potential application enhancement and maintenance activities. | X | |
| 2. Review and approve estimates and analyses. | | X |
| 3. Ensure that all approved projects (with dates) are incorporated into the work plan update processes. | X (S) | X (P) |

| Project Estimating Roles and Responsibilities | SP | C/C |
|---|---|---|
| 4. Incorporate all new projects into the prioritization processes. | | X |

## 21.39 Application Services: Application Development

Application development services are those activities involved in the in the creation of new applications, tools, web-services, and integrations. Additional services will also include modifications and enhancement to existing applications.

| Application Development Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Establish and adhere to applications development documentation and policy guidelines. These guidelines will establish technology framework and tool standards, integration standards, and code-reuse specifications | X(S) | X(P) |
| 2. Maintain development and configuration management environment(s) | X | |
| 3. Manage the development and test environments and associated test data | X | |
| 4. Perform actual application development coding | X | |
| 5. Monitor application availability and thru-put usage | X | |

## 21.40 Application Services: Operations and Database Administration

Operations and administration services are those activities associated with managing the application services environment. Operations and administration services to be performed by the Service Provider include:

1. Test and integration services to ensure that all individual program components configured with or added to the applications environment work together properly as a single system performing all of the intended functions.
2. Migration and implementation of new and upgraded application components to the production environment.
3. Development of system and user documentation.

### 21.40.1 DATABASE ADMINISTRATION

Service Provider will perform services and activities associated with the administration, maintenance, creation, and support of existing and future databases (primary DB used is MS SQL Server). This includes, but is not limited to, such activities required for the responsibility of managing data, database performance, indexes, organization, space allocation, and data recovery and integrity at a physical level. The table below includes (but is not limited to) the following primary roles and responsibilities associated with network database administration services.

| Database Administration Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Define and document authorization requirements for users, roles, schemas, etc. and approve change requests. | X(S) | X(P) |
| 2. Define and document database data definition requirements for applications (tables, triggers, attributes, etc.). | X | |
| 3. Define and document database creation, update, and refresh requirements. | X | |
| 4. Approve all documented requirements. | | X |

| Database Administration Roles and Responsibilities | SP | C/C |
|---|---|---|
| 5. Create and update databases, incorporating defined authorization requirements. | X | |
| 6. Define and execute database performance to keep databases running at optimal performance. | X | |
| 7. Open, track, and manage to resolution all database problems with the appropriate database support organization. | X | |
| 8. Provide technical assistance and subject matter (e.g., data dictionary and data mapping) expertise to the City/County applications developers and third-party support personnel. | X | |
| 9. Define and document database backup schedules, retention periods, and volume levels (i.e., full, incremental, or differential). | X | |
| 10. Maintain all appropriate database configuration files and provide information as required to the help desk. Provide second-level help desk support for database access problems. | X | |
| 11. Maintain documentation for all database instance parameters and system settings. | X | |

## 21.41 Application Services: Testing and Integration

Service Provider will perform services and activities associated with the testing and integration of maintenance and enhancements, and development projects. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with testing and integration activities.

| Testing and Integration Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Create test cases and test data. | X(S) | X(P) |
| 2. Manage the test environments and associated test data. | X | |
| 3. Ensure that all testing activities conform to the requirements of defined Change Control procedures. | X | X |
| 4. Perform unit, end-to-end, integration, stress, and regression testing and document results. | X | |
| 5. Perform data migration and data conversion tests. | X | |
| 6. Review and approve results of all testing activities. | | X |
| 7. Develop and conduct user acceptance, quality assurance (QA) testing and document results. | X | |
| 8. Assist in conducting and documenting user acceptance and QA testing | | X |
| 9. Review testing results to identify variances between documented requirements and provided functionality and usability. | X | |
| 10. Review testing results for compliance with policies, procedures, plans, and metrics (e.g., defect rates, progress against schedule, etc.). | | X |
| 11. Correct defects identified during the testing efforts. | X | |
| 12. Prepare application(s)/module(s) for migration into City/County production environment. | X | |

## 21.42 Application Services: Migration and Implementation

Service Provider will perform services and activities associated with the implementation of application maintenance and support projects from the test environment into production. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with migration and implementation activities.

| Migration and Implementation Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Create detailed implementation plans, including project schedules and staffing requirements, to meet City/County delivery requirements. | X | |
| 2. Review and approve implementation plans, schedules, and deployment staffing levels. | | X |
| 3. Create checklist and prepare other materials for discussion at "go/no-go" decision meetings. | X | |
| 4. Approve decisions made in "go/no-go" meeting. | | X |
| 5. Ensure that migration and implementation activities conform to the requirements of defined Change Control procedures. | X | |
| 6. Develop and deliver system and user documentation. | X | |
| 7. Develop training materials and provide training to the City/County. | X | |
| 8. Perform data migration from existing systems to new systems. | X | |
| 9. Perform data conversion from existing systems to new systems. | X | |
| 10. Migrate application maintenance/enhancement into production. | X | |
| 11. Provide test to production turnover implementation support, including having staff available at user locations as needed. | X | |
| 12. Conduct post-implementation user acceptance. | X (S) | X (P) |

## 21.43 Application Services: Legacy Application Documentation

Service Provider will perform services and activities associated with ensuring that City/County legacy application documentation is updated to reflect maintenance and enhancements which have been implemented. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with legacy application maintenance documentation activities.

| Legacy Application Documentation Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Provide system specifications documentation (e.g., data models, operational workflows, etc.) per agreed-upon standards. | X | |
| 2. Provide application hardware and system software requirements documentation. | X | |
| 3. Develop, provide, and maintain system installation, support, configuration, and tuning manual(s). | X | |
| 4. Develop, provide, and maintain end-user documentation, including updates and release notes. | X | |
| 5. Develop provide and maintain application operating and security procedures. | X | |
| 6. Review and approve all provided documentation. | | X |
| 7. Maintain an application documentation library. | X | |
| 8. Maintain version control for all documentation for which Provider is responsible. | X | |

## 21.44 Application Services: Technical Support

Technical support services are those activities associated with the provision of application services. Technical support services to be performed by the Provider include:

1. Application maintenance support: To ensure that in-use applications continue to function as required by the City/County. Support includes:
    a) Corrective maintenance to resolve problems
    b) Preventative maintenance to proactively mitigate impact of known conditions which could affect an application
    c) Adaptive maintenance required as a result of changes to interfacing external applications or hardware, and
    d) Perfective maintenance to maintain optimum performance.
2. Software configuration management and version control to maintain documentation of system components and tracking of modifications to an application's components over time with the ability to restore an application (or component) to prior versions, and
3. Providing general technical assistance to the help desk and City/County end-users.

## 21.45 Application Services: Legacy Maintenance Programming & Support

Service Provider will perform services and activities associated with making program changes to City/County legacy applications. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with legacy maintenance support activities.

| Legacy Maintenance Programming Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Perform corrective maintenance per plan or otherwise as required. | X | |
| 2. Perform preventive maintenance per plan or otherwise as required. | X | |
| 3. Develop application prototypes as needed to demonstrate support of requirements. | X | |
| 4. Review and approve application prototype. | | X |
| 5. Identify and document potential changes to requirements or scope. | X(P) | X(S) |
| 6. Review and approve changes to requirements or scope. | | X |
| 7. Manage programming efforts using industry-standard project management methodologies and tools. | X | |
| 8. Debug application code as needed. | X | |
| 9. Identify and recommend programming modifications and enhancement adjustments that will improve application performance. | X | |
| 10. Provide technical and functional assistance and support regarding applications to the Help Desk and to end-users as required. | X | |
| 11. Respond to trouble resolution items in accordance with defined SLRs. | X | |
| 12. Ensure that all maintenance programming activities conform to the requirements of defined change control, configuration management and software version control procedures. | X | |

## 21.46 Application Services: Software Configuration Mgmt & Version Control

Service Provider will perform services and activities associated with managing legacy application program configurations and versions. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with software configuration management activities.

| Software Configuration Management Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Track application versions in each environment (e.g., test, development, production). | X | |
| 2. Track status of code migration from development to test to production. | X | |
| 3. Ensure that all program code libraries are available to be backed up and included in restore and recovery procedures. | X | |

# 22 EXHIBIT F: PRICING AND PAYMENT SCHEDULE

This Exhibit is incorporated into and made a part of the Master Services Agreement (MSA) by and between the City/County and Service Provider.

**Service Providers BAFO Pricing Workbook file name: KSM_CFW-AC_RFP7205796_BAFO PRICE PROPOSAL (MS Excel)**

**Contained in exhibits folder: CFW-AC IT Outsourcing MSA-Exhibits**

# 23 EXHIBIT G: KEY PERSONNEL

This Exhibit is incorporated into and made a part of the Master Services Agreement (MSA) by and between the City/County and Service Provider.

This exhibit details the key Service Provider personnel the City/County requires to have oversight involvement in the ongoing selection of personnel for the following roles/titles.

1. Program Manager
2. Infrastructure Lead
3. Applications Lead
4. BRM/PM Lead

Fort Wayne City Council
c/o City Clerk' Office
Fort Wayne, IN 46802

Subject: KSM IT Contract

Members of City Council:

This ordinance is to authorize the purchase of computer services for the joint City and County computing environment. The three-year cost of these services to the City is $11,696,762. Allen County also enters into this contract and this ordinance covers the cost for Civil City and City Utilities.

## RFP PROCESS:

The City and County conducted an extensive RFP process in 2020. We conducted 48 Business Unit interviews across the C/C in prep of writing the RFP to gather detailed IT Asset, Business, Technical and Strategic IT Needs.

We accepted nine RFP responses and used a systematic evaluation process and scoring system to select three vendors for onsite presentations and interviews. The top two vendors advanced to the Best and Final Offer negotiation phase. This phase, prior to formal contract negotiations, reduced the total cost of the contracts by over $1,000,000.

## CONTRACT HIGHLIGHTS

KSM and its specialized partners are all Indiana based firms.

This is a "multisource contract" that allows for service tower vendor changes and modifications at any time along the contract lifecycle. If the City and County wishes to change the subcontractor for networking or computer security, we could do so at any time.

The contract has 62 Service Level Agreements plus 8 customized Experience Level Agreements designed to focus on "customer" experience. We also added improved monthly, quarterly and annual reporting requirements to ensure short-term and long-term success.

The new contract takes a significant step forward to contracting for specific cybersecurity services. We added specific terms for IT Projects and improved the project management PM tools to ensure project success. We also received improvements in asset management and trouble ticket tracking.

## CONTRACT BENEFITS

KSM will partner with Indiana company Corsica for cybersecurity and base a Security Operations Center in Fort Wayne. KSM is a partner high school programs to enhance STEM education and an active participant with a local internship program.

## CONTRACT COST

Listed below is the are the cost details for the term of IT services contract.

| | Full Contract | City Share |
|---|---|---|
| Transition | $508,780 | $305,268 |
| Year 1 | $6,481,104 | $3,888,662 |
| Year 2 | $6,514,104 | $3,908,462 |
| Year 3 | $5,990,616 | $3,594,370 |
| Total | $19,494,604 | $11,696,762 |

We have the option of extending the contract on a yearly basis. If we chose to do this, the City's share for year 4 and year 5 will be $3,396,370 each year.

In comparison, the Utility and Civil City paid Atos $3,429,869 in 2020.

If you have any questions, please contact us.

Joseph Welch
CIO
City Utilities
260-427-5561

James Haley
CIO
City of Fort Wayne
260-427-1461

# COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Purchasing Department is providing this information to Council as an overview of this award.

**RFPs & BIDS**

| | |
|---|---|
| Bid/RFP # | RFP 7205796 |
| Awarded To | KSM Consulting |
| Amount | N/A |
| Conflict of interest on file? | X Yes ☐ No |
| Number of Registrants | N/A |
| Number of Bidders | 9 |
| Required Attachments | |

**EXTENSIONS**

| | |
|---|---|
| Date Last Bid Out | |
| # Extensions Granted To Date | None |

**SPECIAL PROCUREMENT**

| | |
|---|---|
| Contract #/ID *(State, Federal, Piggyback--Authority)* | |
| Sole Source/ Compatibility Justification | |

**BID CRITERIA** *(Take Buy Indiana requirements into consideration.)*

| | |
|---|---|
| Most Responsible, Responsive Lowest | ☐ Yes ☐ No *If no, explain below* |
| If not lowest, explain | N/A |

# COUNCIL DIGEST SHEET

**COST COMPARISON**

| | |
|---|---|
| *Increase/decrease amount from prior years For annual purchase (if available).* | |

**DESCRIPTION OF PROJECT / NEED**

| | |
|---|---|
| *Identify need for project & describe project; attach supporting documents as necessary.* | Contracted Services for Computer, Networks, Applications, and Help Desk.<br>This is shared contract with Allen County. |

**REQUEST FOR PRIOR APPROVAL**

| | |
|---|---|
| *Provide justification if prior approval is being requested.* | N/A |

**FUNDING SOURCE**

| | |
|---|---|
| *Account Information.* | Fund Dept Org Object = 0010-0002-0260-5314 |

# REQUEST FOR INFORMATION (RFI)

## City of Fort Wayne & Allen County, Indiana

## IT Outsourcing

(Infrastructure & Application Support Services)

**RFI Published: Wednesday, May 20th, 2020**

**Electronic Responses Due: Monday, June 8th, 2020 (5:00pm EST)**

Fort Wayne, IN

Allen County, IN

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# Table of Contents

**1 RFI purpose and response details .....2**

1.1 Introduction and Purpose (we want to hear your creative thoughts) .....2
1.2 RFI Timeline (simple & easy) .....2
1.3 Rules for Responding (only a few) .....2
1.4 Response Format & Submission (excited to hear from you) .....3
1.5 Legal Details (got to keep the legal folks happy) .....3

**2 IT Outsourcing Scope & RFI Purpose .....4**

2.1 Note to vendors (let's be creative & strategic together!) .....4
2.2 Background and Scope Overview .....4
2.3 A few questions we have for you... .....5
2.4 Current outsourced vendor IT org chart .....6


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# 1 RFI purpose and response details

## 1.1 Introduction and Purpose (we want to hear your creative thoughts)

The City of Fort Wayne & Allen County, Indiana (the "City-County") is seeking information from prospective vendors relating to the procurement and implementation of a new IT Outsourcing agreement for Infrastructure and Application Services via the publication of this Request-for-Information (RFI). The information collected from this RFI will help the City-County gain a better understanding of the current market trends, creative service levels (SLA's), new support models and support structures in order to publish a more comprehensive Request-for-Proposal (RFP) in the near future.

**The RFI objectives are twofold:**

1) Provide vendors with basic information on the project scope, as well gaining a clearer understanding of possible vendor solutions.
2) Provide the City-County with an understanding of vendor capabilities and service/support offerings related to this IT Outsourcing initiative.

**Please Note:** The City-County understands that some vendors may provide **only specific services related to this IT Outsourcing initiative**. I.E. Infrastructure services only or Applications services only. In this case, please complete the questions asked in this RFI that apply to your specific area of expertise and/or business.

## 1.2 RFI Timeline (simple & easy)

The City-County has established the following timeline for the administration of this RFI. NOTE: Dates are subject to change at the City-County's discretion.

| | |
|---|---|
| **RFI Published:** | **Wednesday, May 20th, 2020** |
| **RFI Electronic Responses Due:** | **Monday, June 8th, 2020 (5:00pm Eastern/Local Time)** |

## 1.3 Rules for Responding (only a few)

To maintain a level field, the following rules of engagement will be strictly followed:

1) Due to the timeline, the City-County will not be answering questions or having meetings regarding this RFI, nor will the City-County be collecting or sharing questions and responses from this RFI.
2) Please answer questions to the best of your abilities based on the information provided.
3) Please be BRIEF yet descript in your response. Please limit general marketing, brochure and promotional type materials. Response should focus on the questions asked in this RFI.
4) If a particular question is not applicable to the products and/or services your business provides, please respond "not applicable."
5) Not responding to this RFI does NOT preclude any vendor from the forthcoming formal competition (RFP) process, although we encourage your input to this RFI phase.
6) Some of the content within the RFI may be repeated in the RFP; however, vendors will have the right to modify information provided in the RFI in their response to the RFP.
7) **This RFI is issued solely for information and planning purposes only and does not constitute a solicitation.**
8) All information received in response to the RFI that is marked "proprietary" and/or "confidential" will be handled as such and accordingly.


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9) **Responses to the RFI are not "offers" and will not be accepted by the City-County to form a binding contract of any kind.**

10) Responders are solely responsible for all expenses associated with responding to the RFI.

11) Any (if any) estimated price/cost figures provided in your RFI response will be understood by the City-County as such and not bind the City-County or Vendor to this estimate later in this process. It is for planning and informational purposes only at this point.

## 1.4 Response Format & Submission (excited to hear from you)

To facilitate the review, responses to this Request for Information (RFI) must be in the order and organized as indicated below.

1) Please save all submittal document(s) with a common, easily identifiable naming convention. Such as: "(vendor name) RFI response for CFW-AC IT Outsourcing".

2) Vendors should **email** their RFI response(s) to: Joel@PREMISconsulting.com

   - Joel Buege is a Principal and Project Manager (PM) with Premis Consulting Group, LLC - the vendor independent consulting firm, acting on behalf of the City-County, to facilitate this IT Outsourcing process/initiative.

3) The email subject heading should read: "RFI Response: City of Fort Wayne & Allen County, Indiana IT Outsourcing".
4) Responses should be in Microsoft Word, Power Point and/or Adobe PDF format(s). (i.e. industry standard formats)
5) A confirmation email of receipt will be provided once the document is checked for readability.

## 1.5 Legal Details (got to keep the legal folks happy)

1) **REVISIONS to RFI:** The City-County may modify or amend this RFI at any time. If it becomes necessary for the City-County to revise any part of this RFI, the RFI as well as any revisions/addendums will be posted on the City and County websites as well as the following locations:
   - Allen County Website: http://bidding.allencounty.us/county.php
   - City of Fort Wayne Website: https://questcdn.com/

   In such an event and depending on the magnitude of the revision, the submission deadline may be extended, at the sole option of the City-County.

2) **CONFIDENTIALITY POLICY:** All responses received by the City-County, unless designated as "proprietary" and/or "confidential" by the vendor, will be assumed public information, in accordance with the provisions of Indiana's public records law(s). The City-County reserves the right to request additional information if deemed necessary.

3) **NO OBLIGATION TO PROCEED:** The City-County is under no obligation to proceed with this project or any subsequent project and may cancel this RFI at any time without the substitution of another, if such cancellation is deemed in the best interest of the City-County. Furthermore, the City-County may reject any and all submittals, to waive any irregularities or informalities in a particular submittal proposal, and to issue a new or modified RFI, if it is found to be in the best interest of the City-County.


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# 2 IT Outsourcing Scope & RFI Purpose

## 2.1 Note to vendors (let's be creative & strategic together!)

Vendors: We want to know your thoughts and experiences and several key topics related to this next IT Outsourcing agreement. This is your opportunity to play role in contributing content, context and collective experiences to help us publish a more comprehensive RFP and overall better/smoother IT Outsourcing process for all.

The City-County sees this as a real opportunity to learn from the past and apply that experience to the future. To do things different, to be creative with newer, better, more customer focused SLA's, support models, and its strategic use of technology at the City-County. **We encourage your creative and honest feedback.**

## 2.2 Background and Scope Overview

Provided below is an overview of the City-County IT structure, service model, service towers, stats and general scoping data points as they exist today.

| City-County Baseline Stats today | |
|---|---|
| Total # of C/C locations supported by IT: | Approx. 100 locations. Majority are within 3 buildings in the downtown campus area within walking distance of each other. |
| Total # of C/C customers served by IT: | Approx. 3,500 customers |
| Outsourced IT org chart today: | See the current Outsourced IT org chart included later in this document. |
| | |
| Helpdesk / Service Desk Support: | Full function service desk offsite. Utilizes vendor owned "Service NOW" ticketing system. Averages approx. 940 calls/tickets per month (approx. 13,500 per year). |
| Desktop / Laptop / Tablet Support: | Approx. 3,500 devices. All owned. No lease agreements. |
| Printer / Scanner Support: | Approx. 1,113 printers ranging from multi-function, laser, desk/design jet, large volume networked and standalones. Mix of brands but majority are HP, Dell, Canon, Toshiba and the like. Approx. 400 Scanners are supported as well. |
| Network / Server Support: | Approx. 297 physical & virtual servers supported. Approx. 50 O/S's for Windows & Linux servers, Firewalls, Routers, Switches and WAPs. Remote/offsite NOC.<br>Comm Equip: Approx. 596 devices (Firewalls, Routers, Switches and WAPs) |
| Data Center Support: | Onsite Data Center with offsite backup via Azure. |
| Applications Support: | Approx. 57 applications and 54 databases are supported. NOTE: Many more DB's exist today that are client owned/created & either client-supported or by a 3rd party. |
| Projects Support: | Today an annual "bucket of hours" is available to the City-County by the current vendor. On a case by case basis, the C/C CIOs decide which projects utilize bucket hours and which do not. Those that do not are usually a billable type project. Typically, any activity in this service area that takes more than 40+ hours is considered a project. |


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## 2.3 A few questions we have for you...

The City-County is interested in identifying innovative, cost efficient and new, effective solutions to meeting the City-County's growing IT needs today and for the future. **All vendor service and support model scenarios are on the table.** Below are several KEY areas upon which we are keen to understand your (the vendor community's) perspective. Questions are in no particular order. **Please be brief but descriptive in your responses.** Thank you.

1) **SERVICE LEVEL AGREEMENTS (SLA's):** Are an integral part of any performance-based contract. They help monitor/manage performance and should help elicit the agreed upon service level. Dial them down and they do not entice the correct performance level and customers are not happy. Dial them up and costs can often go up as well. Striking the right balance is key. **With which SLA's have you had success and would recommend for the following areas?**

   - Helpdesk / Service Desk Support
   - Desktop / Deskside Support
   - Network / Server Lan/WAN Support
   - Applications Support
   - Projects Support
   - **ALSO – The more historic and common "IT" / back office SLAs certainly have their place but what (if any) more "customer focused/facing" SLA's have been successful?**

2) **STRATEGIC/CREATIVE SUPPORT MODELS/STRUCTURES:** Besides the "traditional" support model(s) for "typical" outsourced environments like the City-County, what different (more strategic) support models/structures might you recommend to meet City-County IT need and growth for the future? – This with public sector cost efficiency in mind.
   - Reminder: All scenarios/models are open for discussion/review. The City-County sees this as an opportunity to try new things and do things differently. The typical public sector "labels/perceptions" should not be assumed.

3) **CYBER SECURITY SERVICE & SUPPORT:** Is certainly not a new field but **is** a continually evolving one. Staying current and/or ahead of threat(s) is critical to day-to-day IT service, especially in the public sector. Below are several questions/focus areas the City-County is interested in your opinions on.

   - What methods do you use to evaluate your existing on-prem security and hardening techniques for all assets (all LAN endpoints including cameras and other small IP devices)?
   - What methods do you use to evaluate your existing cloud security and hardening techniques for cloud-based assets (e.g. Office 365, Azure, AWS).
   - By what method do you remain abreast of the threats and security controls relevant to your client's cloud environment?
   - What methods do you use for intrusion, or threat detection/prevention? What methods do you use to improve your ability to detect, investigate, and respond to attacker activity across all phases of the attack lifecycle.
   - What experience do you have in dealing with security incidents? Have you ever worked with a cyber forensics entity to mitigate or remediate an incident? If so, please describe the scale, attack, exploit, mitigation, and remediation.

4) **SUPPORTING KEY ENTERPRISE APPLICATIONS:** Effectively managing and supporting KEY multi-department and/or enterprise applications can often be (has been) a challenge. A good example of this at the City-County is proper support and maintenance of their "Accela" app environment. The Accela framework is used by Allen County, Civil City, and City Utilities to manage the complete permitting process life cycle for new construction and remodeling projects. The complexity of the framework, the application, the server environment, and interfaces with other application require


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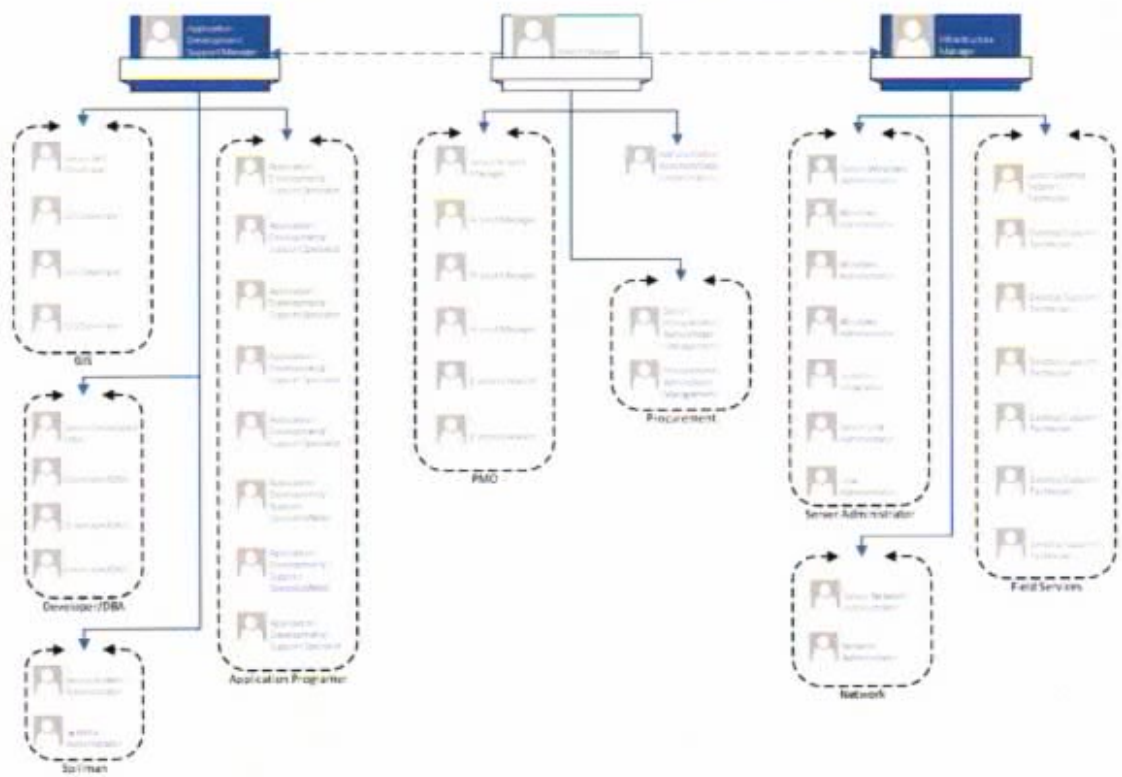
more resources than ordinary applications. How would this application fit into your support model and how would more typical applications fit in?

**How would you recommend solving this problem and having "right level resource expertise" available (when needed) and in a cost-effective way to properly support the City-County's enterprise application needs?**

5) **ASSET INVENTORY:** Today the outsourced vendor manages the asset inventory. We realize maintaining asset inventory accuracy is always a challenge. The City-County CIO's would like better visibility/access to this data for day-to-day oversight/governance. **How can this inventory data be better shared between vendor and client/CIO?**

6) **PROJECTS MANAGEMENT:** There are many apps available to track projects. The City-County feels they've never found a good tool that gives the vendor PMO the functionality it needs while giving the project sponsors (the City-County) the access/visibility they need to properly monitor and track project process, status and success. **How would you recommend addressing this challenge?**

## 2.4 Current outsourced vendor IT org chart




Thank you for your time and participation in this exciting City-County initiative. - End of document.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City of Fort Wayne & Allen County, IN

# REQUEST FOR PROPOSAL (RFP)

for

# Information Technology Outsourcing Services

RFP#: 7205796

RFP Publish: Tuesday, July 14th, 2020

Proposals Due: Thursday, August 27th, 2020 at 11:00am (ET)

Fort Wayne, IN

Allen County, IN

# Table of Contents


**1. INSTRUCTIONS TO PROPOSERS ..... 4**

1.1 PROPOSAL DELIVERY ..... 4
1.2 POINT OF CONTACT FOR RFP: CITY-COUNTY AGENT ..... 4
1.3 RESTRICTION ON COMMUNICATION WITH THE CITY-COUNTY ..... 4
1.4 LOCATION OF RFP DOCUMENTS ..... 4
1.5 SUBMISSION OF PROPOSAL ..... 5
1.6 SCHEDULE OF EVENTS – 4 TIER EVALUATION PROCESS ..... 5
1.7 OPTIONAL PRE-BID E-CONFERENCE Call (Respecting Covid19 RULES) ..... 6
1.8 QUESTION AND ANSWER PERIOD (Q&A) ..... 6
1.9 PROPOSED SAMPLE CONTRACT ..... 6

**2. PROPOSAL FORMAT AND ORDER ..... 7**

2.1 GENERAL INSTRUCTIONS ..... 7
2.2 SUBMITTING INSTRUCTIONS for BID DOCUMENTS ..... 7
2.3 TECHNICAL PROPOSAL (CONTENT AND ORDER) ..... 8
2.4 PRICE PROPOSAL (CONTENT) ..... 10

**3. CITY/COUNTY BACKGROUND AND VISION FOR THE FUTURE ..... 11**

3.1 CITY/COUNTY IT ..... 11
3.2 IT VISION AND STRATEGY FOR TOMORROW ..... 11

**4. SOURCING GOALS, SCOPE AND CRITICAL SUCCESS FACTORS ..... 13**

4.1 GOALS AND SCOPE ..... 13
4.2 CRITICAL SUCCESS FACTORS OF SOURCING AGREEMENT ..... 15
4.3 KEY FACTORS KEY TO THE CIO'S ..... 16
4.4 THE "NEW NORMAL". COVID-19 UPDATE ..... 16
4.5 NEW STRATEGIC ROLES NEEDED: BUSINESS RELATIONSHIP MANAGERS (BRM) ..... 17

**5. SCOPE OF SERVICES: THE MEAT & POTATOES – ENJOY ..... 18**

5.1 INTRODUCTION TO SCOPE OF SERVICES ..... 18
5.2 RESPONSE INSTRUCTIONS ..... 18
5.3 SCOPE OF SERVICES: INFRASTRUCTURE SERVICES ..... 20
5.4 SERVICE MANAGEMENT, GOVERNANCE AND REPORTING ..... 20
5.5 HELP DESK SERVICES ..... 24
5.6 DESKTOP SERVICES ..... 32
5.7 NETWORK SERVICES ..... 38
5.8 ASSET MANAGEMENT ..... 48
5.9 SCOPE OF SERVICES: APPLICATION SERVICES ..... 51

**6. EVALUATION AND SELECTION PROCESS ..... 66**

6.1 INTRODUCTION ..... 66
6.2 EVALUATION CRITERIA ..... 66
6.3 WEIGHTING OF PRICE ..... 67
6.4 TIER 1: PROPOSAL SCREENING - ADMINISTRATIVE REVIEW (PASS/FAIL) ..... 68
6.5 TIER 2: WRITTEN EVALUATION ..... 68
6.6 TIER 3: ORAL PRESENTATIONS AND VENDOR DEMONSTRATIONS ..... 68
6.7 TIER 4: BEST-AND-FINAL OFFER (BAFO) ..... 69
6.8 CONTRACT NEGOTIATIONS ..... 69

**7. APPENDIX A: STANDARD RFP PROVISIONS ..... 70**

7.1 COLLUSION PROHIBITED – AFFIDAVIT REQUIRED ..... 70
7.2 GRATUITIES PROHIBITED ..... 70
7.3 PROVIDE EVIDENCE OF ABILITY TO OBTAIN INSURANCE ..... 70
7.4 FORMATION OF CONTRACT ..... 70
7.5 PREPARATION OF PROPOSALS ..... 71
7.6 ERRORS IN PROPOSALS ..... 71
7.7 AMENDMENTS TO THE RFP AND WITHDRAWAL OF PROPOSAL ..... 71
7.8 EVALUATION FACTORS ..... 71




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7.9 RELEASE OF CLAIMS ..... 72
7.10 ASSIGNMENT OF CONTRACT ..... 73
7.11 PUBLIC DISCLOSURE ..... 73
7.12 PROPOSAL LIFE ..... 73
7.13 POSSESSION AND REVIEW ..... 73
7.14 POST PROPOSAL DISCUSSIONS ..... 73
7.15 CONTRACT NEGOTIATIONS ..... 73
7.16 MULTIPLE AWARDS ..... 74
7.17 NO OBLIGATION TO PROCEED ..... 74
7.18 SUBCONTRACTORS ..... 74
7.19 TAXES ..... 74
7.20 LICENSE AND PERMITS ..... 74
7.21 USE OF CITY-COUNTY'S NAME ..... 74
7.22 INCORPORATED BY REFERENCE ..... 74
7.23 LAW AND VENUE ..... 74

**8. APPENDIX B: STANDARD CITY/COUNTY TERMS & CONDITIONS ..... 75**

**9. APPENDIX C: NON-COLLUSION AFFIDAVIT ..... 79**

**10. APPENDIX D: INSURANCE AFFIDAVIT ..... 80**

**11. APPENDIX E: E-VERIFY AFFIDAVIT ..... 81**

**12. APPENDIX F: VENDOR DISCLOSURE STATEMENT ..... 82**

**13. APPENDIX G: NON-DISCRIMINATION AFFIDAVIT ..... 87**

**14. APPENDIX H: IRAN CERTIFICATION AFFIDAVIT ..... 88**

**15. APPENDIX I: RFP SUBMISSION CHECKLIST ..... 89**

**16. APPENDIX J: EXHIBIT TABLES ..... 90**

16.1 IN-SCOPE DESKTOPS, LAPTOPS, TABLETS & IPADS: DESKTOP SERVICES ..... 90
16.2 IN-SCOPE PRINTERS (ALL TYPES): DESKTOP SERVICES ..... 90
16.3 IN-SCOPE SCANNERS (ALL TYPES): DESKTOP SERVICES ..... 90
16.4 IN-SCOPE COMMUNICATION DEVICES: NETWORK SERVICES ..... 91
16.5 IN-SCOPE SERVERS, SAN, STORAGE, ETC.: NETWORK SERVICES ..... 91
16.6 IN-SCOPE SERVER OPERATING SYSTEM'S: NETWORK SERVICES ..... 92
16.7 EXISTING CITY/COUNTY LICENSES, CONTRACTS AND AGREEMENTS ..... 93
16.8 IN-SCOPE & ACTIVE "SUPPORTED" APPLICATIONS ..... 101
16.9 SAMPLE LIST OF CURRENT & IN-PROCESS IT PROJECTS ..... 105
16.10 CURRENT FUNCTIONAL ORG CHARTS: CITY/COUNTY IT ..... 107
16.11 CURRENT FUNCTIONAL ORG CHART: CURRENT it SERVICE PROVIDER ..... 108
16.12 ALLEN COUNTY: AGENCY LISTING ..... 109
16.13 CIVIL CITY and CITY UTILITIES: DEPARTMENTAL LISTING ..... 109


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# 1. INSTRUCTIONS TO PROPOSERS

## 1.1 PROPOSAL DELIVERY

Proposals must be received by the City of Fort Wayne & Allen County Indiana (hereafter referred to as "the City/County") prior to the due date and time. It is the sole responsibility of the proposer to ensure timely delivery of the proposal. **Late proposals will not be considered.**

## 1.2 POINT OF CONTACT FOR RFP: CITY-COUNTY AGENT

The City/County agent, identified below, is the sole point of contact regarding the RFP documents from the date of issuance until selection of the successful proposer:

**Joel Buege** (Consultant acting as agent on behalf of the City/County)
**E-mail:** Joel@PREMISconsulting.com

## 1.3 RESTRICTION ON COMMUNICATION WITH THE CITY-COUNTY

The following provision is intended to ensure a fair and equitable review process so that there is no actual or potential situation where one RFP Proposer secures or attempts to secure an unfair advantage over another RFP Proposer or creates a situation where there is an appearance of impropriety in contacts between the RFP Proposer and the City/County officials.

After release of the RFP, no officer, employee, agent, lobbyist or representative of the Proposer shall have any discussion, verbal or written, with any members of the City/County directly or indirectly with respect to and/or pertaining to this specific **RFP#: 7205796**

All communications relating to this RFP must be directed to the City/County Agent named above. Violating this provision may result in a Proposer being disqualified from this procurement process.

## 1.4 LOCATION OF RFP DOCUMENTS

This RFP, associated documents and forthcoming addendums may be viewed and downloaded via the following location:

- URL: https://questcdn.com/
- Note: Vendors are required to fill out a short registration form to gain access to this site. No, worries, no charge to sign up with Quest. Search under Requests for RFP# 7205796
- FYI: Vendors will also use this same site to upload their completed bids/proposal documents on or before the RFP Due Date.

All addenda and notices related to this solicitation will be posted on the Quest website under the project # 7205796. **It is the responsibility of the proposer to monitor this site and your company profile email provided to Quest for notices and addenda.**


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## 1.5 SUBMISSION OF PROPOSAL

Proposers should upload their completed proposals including all required information and documents described in this RFP to the URL: https://questcdn.com/. (i.e. Their proposal, the excel pricing workbook and any ancillary files required to complete your submission). **NOTE: NO PRINTED COPY REQUIRED. ALL ELECTRONIC SUBMISSION.**

**TECHNICAL PROPOSAL**

1. ONE (1) electronic copy (PDF format)

**PRICE PROPOSAL – MUST BE SEALED SEPARATELY**

1. ONE (1) electronic copy (please use only the Excel workbook provided you.)

## 1.6 SCHEDULE OF EVENTS – 4 TIER EVALUATION PROCESS

The following dates are set forth for informational and planning purposes; however, the City/County reserves the right to modify the dates.

| RFP Schedule | 2020 Dates (all times EASTERN) |
|---|---|
| RFP Release Date | July 14th (Tuesday) |
| Pre-Bid E-Conference (see info below) | July 23rd (1:00-3:00pm/Thursday) |
| Last day for Submitting Questions | July 30th (3:00pm/Thursday) |
| Release of Addendum – Answers to Questions | August 6th (Thursday) |
| **Technical and Pricing Proposals Due** | **August 27th (11:00am/Thursday)** |
| Tier 1: Proposal Screening / Admin Review | August 27th - 29th |
| Tier 2: Written Evaluation | August 31st – September 11th |
| **Down Select #1 Announcements:** Top 4 proposals advance | **September 15th** |
| Release of Addendum – Presentation Scripts | September 15th |
| Reference Checks | Week of Sept 21st |
| Tier 3: Presentations and Vendor Demos | Week of September 28th |
| **Down Select #2 Announcement:** Top 2 proposals advance to BAFO phase | **October 6th (Tuesday)** |
| Release of Addendum – Sample Contract, Contract Exceptions Form and BAFO Form | October 6th (Tuesday) |
| Tier 4: Best and Final Offer (BAFO) | Begins October 7th |
| BAFO workshops (1 day per BAFO vendor) | Week of October 12th |
| **BAFO submissions due** | **October 23rd (12:00pm/Friday)** |
| **Down Select #3 Announcement:** Top 1 vendor advances | **October 27th** |
| Contract Negotiations: Top 1 vendor | October 28th – November 6th |
| City/County Approval | Week of November 9th |
| Contract Signing and Transition Begins | Immediately following City/County Approval |


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## 1.7 OPTIONAL PRE-BID E-CONFERENCE CALL (RESPECTING COVID19 RULES)

Although we would all enjoy gathering onsite for a typical pre-bid meeting, during this covid19 climate, we are playing it safe for everyone's benefit. That said, proposers are encouraged to attend the **non-mandatory** pre-bid E-conference.

- **Pre-Bid E-Conference: 1:00–3:00pm (EST) on (Thursday), July 23rd, 2020**
- **ZOOM URL location info below:**

Name: CFW-AC_IT Outsourcing RFP#7205796_Pre-Bid_Zoom Meeting

https://us02web.zoom.us/j/9046165487?pwd=ZUtqRjhNdWlpZDFaMWtYQldTRXMrUT09

**Meeting ID: 904 616 5487 / Password: CFWAC-IT**

Verbal discussions at the pre-bid shall not be considered part of the RFP unle3ss submitted in writing.

## 1.8 QUESTION AND ANSWER PERIOD (Q&A)

Proposers are invited to submit written questions and requests for clarifications regarding the RFP. **All questions and/or requests for clarifications must be in writing (email) and received on or before 3:00 pm (EST), Thursday, July 30th, 2020.**

Please email all Q&A submissions in industry standard/readable formats (MS Word, PDF, etc.) to

**Joel Buege** (Consultant acting as agent on behalf of the City/County)

**E-mail:** Joel@PREMISconsulting.com

When submitting questions please include the page and/or section number(s) to allow for easier navigation and a more detailed response. If you have ANY issues, completing this RFP task, please contact the following person for assistance. We will be happy to help.

Answers to submitted questions will be published via an addendum to the City of Fort Wayne Website: https://questcdn.com/

## 1.9 PROPOSED SAMPLE CONTRACT

**PLEASE NOTE:** During the evaluation process, after down select #2, the **advancing proposer(s) will be provided a copy of the City/County's proposed contract for review and comment.** Although specific terms may be subject to negotiation, the "general/base" City/County requirements have been included in the appendix section of this RFP document for your initial review and consideration. The remainder will be included in the aforementioned City/County proposed contract after down select #2.

The advancing proposer(s) will be asked to review, comment, and return the proposed contract indicating any exceptions as part of the pre-formal contract negotiations process. Detailed instructions for this process will accompany the proposed contract. **It is NOT necessary for a proposer to submit a copy of your own proposed sample contract.**


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# 2. PROPOSAL FORMAT AND ORDER

## 2.1 GENERAL INSTRUCTIONS

The following section outlines the FORMAT AND ORDER upon which the proposals must be organized. It is designed and ordered to facilitate a uniform review process. Failure to adhere to the Proposal Format and Order listed below may result in the disqualification of the proposal.

1. Proposals should be labeled appropriately on the front cover to include the RFP name, RFP number, company name and the due date.
2. All responses must be written in the English language. Main text must be a common typeface (Arial, Times New Roman, etc.) and must **not be smaller than** 10 pt. font size.
3. The main technical proposal should address each item presented in the RFP in accordance with the directions found herein.
4. **Please be certain to address all relevant and requested information. Answers should be clear, YET BRIEFLY described and specific to the City/County.**
5. In areas where service provider questions are answered, please restate the specific question or bullet with the answer directly below, referencing any numbering or lettering scheme used in applicable section of the RFP.
6. Proposals should be based only on the material contained in the RFP. In addition to the main document, this includes written responses to questions as well as any other official amendments or addenda published by the City/County concerning the RFP.
7. **PLEASE limit marketing information to ONLY that which is pertinent to this specific RFP. Please keep responses brief and concise. We hope you understand and respect this request.**
8. **Total "Technical proposal" page count should not exceed 250 pages.**

**The proposal MUST be divided into two separate parts: the technical proposal and the pricing proposal.**

**1.** The TECHNICAL proposal: including all required RFP documents should be submitted in a single, commonly readable document/format. Please label/name this e-file: "CFW-AC_RFP7205796_Tech-Proposal_(vendor name)"

**2.** The PRICE proposal: MUST be submitted separate from the technical proposal. Please label/name this e-file: "CFW-AC_RFP7205796_PRICE-Proposal_(vendor name)"

NOTE: The pricing proposal must clearly separate ALL pricing (e.g. hardware items from software items, licensing, professional fees, transition costs, etc.). Please simply follow the instructions provided in the Price Proposal.

## 2.2 SUBMITTING INSTRUCTIONS FOR BID DOCUMENTS

Technical Bids and Pricing proposals should be **uploaded** to the following location.

- City of Fort Wayne Website: https://questcdn.com/


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- Note: Vendors are required to fill out a short registration form to gain access to this site. i.e. same location the RFP documents were published to.

## 2.3 TECHNICAL PROPOSAL (CONTENT AND ORDER)

### 2.3.1 TABLE OF CONTENTS

The proposer shall include a table of contents in its proposal detailed enough to allow easy navigation and review.

### 2.3.2 LETTER OF TRANSMITTAL

The Letter of Transmittal must minimally contain and/or state:

1. Company name, identification of type of proposer's legal entity (corporation, Limited Liability Company, etc.) and address of the proposer.
2. Please also include any local (Indiana) business address(s). Include any regional offices and/or headquarters, foreign or domestic.
3. Year established (include former names and year established, if applicable.)
4. Type of ownership and parent company, if applicable
5. A/The contact person include the name, title, address, telephone number and email of the key contact person for any questions regarding your proposal.
6. **A statement that the proposer understands and complies with all requirements of this RFP and/or details any exceptions**.
7. Must be signed by an officer authorized to obligate the proposer to the proposed products and services stated.

### 2.3.3 EXECUTIVE SUMMARY

Please include an Executive Summary of the product and services in your proposal, including but not limited to the following information:

1. Statements that demonstrate that the proposer (and subcontractor(s) if contemplated) understands the products and services as specified in this RFP.

2. An overview of the proposer (and subcontractor(s) if contemplated) plans and ability to provide and successfully transition/implement your proposed solution for the City/County including all related products and services.

3. Number of years' experience with providing the types of products and services specified in this RFP.

4. Your level of technical experience/expertise in providing the types of products and services specified in this RFP.

5. Services and other relevant experience similar to those specified in this RFP that you have provided to other public sector clients of similar size/scope to the City/County.


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### 2.3.4 TECHNICAL APPROACH SECTION

In this section, please provide a detailed description of all products and services as stated (requested) by the City/County in **Section 5 – "Scope of Services" of this RFP.** Proposals should clearly identify any deviations from the stated requirements or requirements that the proposer cannot satisfy.

### 2.3.5 VENDOR VIABILITY AND FINANCIAL CAPACITY

For all Service Providers, please include the following information in the "Vendor Viability and Financial Capacity" section of your response.

1. Please also include any pending litigation, state regulatory, or federal regulatory actions that may have a material impact on the financial condition of the prime contractor or subcontractor (if any) that is not otherwise disclosed in the above financial information.

2. The Service Provider should be a "responsible" Service Provider that is both ethically and financially in good standing within the industry, as determined by the City/County. If the Service Provider has had a contract terminated for default or breach during the past three (3) years, or has been the subject of any governmental securities investigation during the past three (3) years, this fact must be disclosed in the RFP response along with the Service Provider's position on the matter(s). **If the Service Provider and subcontractors (if contemplated) has experienced no such terminations for default in the past three years, then please indicate as such in your response to this section.**

3. Please include any clients that have discontinued use, for any reason other than contract expiration/completion, of your proposed IT sourcing services in the past three (3) years, along with any explanation of your position on the matter(s). **If the Service Provider has experienced no such client discontinuance of services in the past three years, then please indicate as such in your response to this section.**

### 2.3.6 SUBCONTRACTOR INFORMATION

If a joint venture or subcontracts are contemplated, provide the same information as above for any subcontractors, and explain their role in the proposal. The prime contractor must assume all responsibility for the work, including the work of any subcontractors.

### 2.3.7 MBE/WBE/VBE PARTICIPATION – GOAL, NOT A REQUIREMENT

1. It is the **goal** of the City/County that Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and Veteran Business Enterprises (VBEs) shall have feasible opportunity to participate in the performance of contracts. Consequently, the City/County has established MBE participation goals of 15%, WBE participation goals of 8%, and VBE participation goals of 3% for its dollars spent on public works, goods, and services.

2. In order to help accomplish this **goal**, the City/County is requesting that you include with your response information regarding your status as an MBE, WBE or VBE. Additionally, please include contact information for any MBE, WBE or VBE owned contractors directly participating in your business operations.


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### 2.3.8 REFERENCES AND EXPERIENCE

Please submit a minimum of three (3) and maximum of five (5) references from the last five (5) years that can attest to your ability to provide the skills and services proposed in this RFP.

At least two (2) references MUST be for a government client (A City, A County, A City/County and/or SLED contract) of similar size and scope to this RFP. The responses should emphasize the services and experiences, which most closely match those requested by the City/County.

1. Client Name
2. Contract Title and/or Contract Reference Number
3. Primary Contact name, Title, Telephone Number and Email Address
4. Contract Dates and Length
5. Summary of services and/or products delivered/provided

**NOTE: Please ensure ALL reference contact information is current and accurate. (i.e. person, title, email phone etc.)**

### 2.3.9 REQUIRED APPENDIX FILE DOCUMENTS

Please fully complete and submit with your proposal all required appendix file documents listed below and contained in this RFP document.

- Appendix C: Non-Collusion Affidavit
- Appendix D: Insurance Affidavit
- Appendix E: E-Verify Affidavit
- Appendix F: Vendor Disclosure Statement
- Appendix G: Non-Discrimination Affidavit
- Appendix H: Iran Certification Affidavit
- Appendix I: RFP Submission Checklist

## 2.4 PRICE PROPOSAL (CONTENT)

Instructions regarding the price proposal requirements are described and are to be responded to in the Microsoft Excel file named below.

**Please see attached EXCEL file: CFW-AC_RFP7205796_PRICE-Proposal-v2.**

Instructions for responding to each requirement are provided in the workbook and respective spreadsheets. **Your proposal MUST be made in the workbook provided (not a copy, duplicated or otherwise modified version).** Responses received in any other format will not be considered.

### 2.4.1 PRICING DETAIL

The proposer must provide its price proposal in accordance with the specifications provided in this RFP. Pricing proposals must be firm for a period of 120 days from proposal due date unless otherwise specified.


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# 3. CITY/COUNTY BACKGROUND AND VISION FOR THE FUTURE

## 3.1 CITY/COUNTY IT

The purpose of this section to provide an overview of the City/County IT, and their role in achieving the goals of the City/County's IT strategy to further an understanding of the sourcing strategy.

Allen County and the City of Fort Wayne are local units of government within Indiana. They are fiscally and politically separate units of government however share many/most IT infrastructure and applications services for efficiency purposes.

Here are links to a map of Allen County and Fort Wayne. City Utilities is municipal water, sewer, and storm water Utility wholly owned by the City of Fort Wayne.

The County, City and the Utility all share a common IT infrastructure, such as networks, Internet connectivity, storage area networks, and servers. Certain software, such as email, 911 dispatch, and public safety management are shared. Each unit also has many software applications are unique to their business needs. The business units share a common standard for computer desktop hardware and office productivity software. For the past 25 years, the County, City and the Utility have jointly shared an IT services contract to manage the local IT infrastructure and applications.

The following section outlines the direction in which City, County and Utility IT is moving to deliver technology solutions that fundamentally change and improve services to its constituents.

## 3.2 IT VISION AND STRATEGY FOR TOMORROW

City/County IT is undergoing some transformation in order to provide more comprehensive ongoing support as well as strategic technology solutions to its customers to concentrate on improving the delivery of City/County IT services in a **cost-effective manner** while focusing on increasing the use of innovation in local government services.

### 3.2.1 REFOCUSING CITY/COUNTY IT

As part of the City/County IT's refocusing efforts, below are several CRITICAL SUCCESS factors we want each proposer to consider and respond/expand upon in your response(s).

1. **Create a flexible organization** – Develop a modified structure that is results-oriented, and that brings together the best and most appropriate skills and resources to complete the project (sharing resources, knowledge, and best practices among various groups).

2. **Provide stable and well-informed leadership** – Help guide the City/County business units (IT Customers) to identify and pursue additional technology-enabled business strategies, rather than deliver only what was requested. Lead not follow. Deliver value-add results.

3. **Build business skills – Enhance and retain skill sets such as business consulting, project management and subject matter experts vital to a successful business partnership, and access complementary and supplementary skills as required. Appropriate skill allocation will provide continuity while advancing technology.**

4. **Develop new implementation processes** – Develop new ways to scope and deliver applications, change processes for IT planning, implementation, and performance


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measurement, and create an effective service delivery model.

5. **Build Customer Confidence** - Keeping ahead of the customer community in support, innovation, and solutions has sometimes proven difficult in tough budget times. Have a well-informed staff of "Business Relationship" minded IT people that are empowered to lead the customers through projects, problems and solutions will strengthen the IT Enterprise and accomplish true results for our IT customers.

6. **Providing oversight of projects** – Provide standardization of project methods, process, and solutions. Evaluate best practice and results that will give the City/County the most effective Return on Investment. Tracking hardware trends and even looking at shared service models for applications that might work in that environment will help keep costs minimized while keeping up with the latest trends.

7. **Managing the Contracts** – Specialty sourcing has become more common to ensure that enterprise applications are maintained properly and that licenses are tracked for compliance on an annual basis. This sourcing RFP covers contractual agreements with existing providers which could/will need to evolve over time.

8. **Managing/Oversight of IT Purchasing** – As a key member of the IT services team for the City/County and to maintain consistency in versioning for both hardware and software, the City/County seeks to have our service provider(s) management and oversight involvement with all IT purchasing decisions and facilitation.

9. **Managing the Licenses** – When possible, the City/County secures enterprise licenses for application used by multiple agencies, or even one organization. However, not all software vendors provide this option and it is critical to track license usage – whether it is a Client Access License or a server processor license. City/County IT will secure the license and work with the sourcing provider to run periodic audits to ensure compliance with licenses.

10. **Improving the Service Desk** – Service desks have traditionally measured first call resolution in determining their effectiveness and expecting this to also gage customer satisfaction. There are additional steps toward improving customer satisfaction. Second, issue avoidance ensures that not only is the initial issue, for which the user called, resolved, but also known side effects or related issues are reviewed with the user to reduce the need for the user to make a second call.

11. **Enhance E-Gov Services -** -Government services provide business and residential customers with the convenience of conducting business with local government online. One of the IT initiatives is to expand and improve Government-to-Business (G2B) and Government-to-Citizens (G2C) services. The City/County looks forward to hearing proposers creative and experienced ideas in accomplishing this ongoing initiative

**This will be accomplished through the following**

- Align information technology strategies with the City/County business units' strategies.
- Restructure and staff the IT organization to accomplish the IT strategy
- Provide the necessary skills to support the new organizational structure and
- Empower and hold staff accountable to enable technology, add value, and lead as well as serve the users to reach this vision.


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# 4. SOURCING GOALS, SCOPE AND CRITICAL SUCCESS FACTORS

The selected Service Provider(s), working in partnership with the City/County, will provide the resources and expertise necessary to bring about a transformation of the City/County's technology services in an effort to fulfill its mission to the residents and businesses of the City/County. **Please consider ALL these Goals and Scope factors when preparing your "creative and comprehensive" proposals.**

## 4.1 GOALS AND SCOPE

### 4.1.1 DESIRED RELATIONSHIP WITH SOURCING SERVICE PROVIDER(S)

The philosophy and spirit of the relationship that the City/County hopes to build with the selected Service Providers includes open communication that leads to a mutually successful partnership.

1. While the cost of services is a factor in the selection of a Service Provider, the primary goal is to secure a relationship with quality vendor(s) who will work with the City/County in a strategic partnership in the future.
2. The relationship with the Service Provider(s) must be flexible to allow both parties to absorb and/or release technical and managerial aspects of IT as improvements and enhancements to the IT environment are realized.

### 4.1.2 LENGTH OF CONTRACT COMMITMENT

The City/County intends to enter into a **five (5) year contract** for the services described in this RFP document, with an option for the City/County to extend the term for **two (2) additional one-year terms.**

### 4.1.3 HARDWARE AND SOFTWARE

All known hardware and software that is installed, on-order, or in use by the City/County as stated in this RFP are included in the scope of this RFP at contract start. Support for all additional equipment and software that is deployed as a result of environment changes including, but not limited to technology conversion, upgrades, expansions, technology changes, and legislative mandates shall be supported by Service Provider.

Unless otherwise agreed by the City/County and Service Provider, title to and beneficial ownership of all existing IT assets will remain with the City/County. Additionally, as these assets are refreshed or replaced during the lifespan of this Sourcing Agreement, they should be similarly managed by the Service Provider.

All new hardware devices and software under the purview and scope of this RFP are required to meet the minimal configuration, performance, information system security, and standardization requirements as defined – and modified – by the City/County.

### 4.1.4 PERSONNEL

The Service Provider is expected to provide all technical, managerial, and administrative staff necessary to perform its responsibilities and deliver the services described in this RFP and/or


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applicable service area proposed. The City/County agrees to designate, make available and provide reasonable access to City/County personnel to facilitate the Service Provider's efficient and timely performance of its obligations under this service agreement.

### 4.1.5 FACILITIES

The City/County will provide office accommodations and other facilities to house sourcing staff located on-site at City/County business locations. However, the Service Provider is under no obligation to use any space currently provided by the City/County in the provision of these services.

### 4.1.6 OPERATIONAL SAVINGS AND REINVESTMENT

The City/County desires a mutually beneficial relationship with its Service Provider(s) and through efficient management, economies of scale, infrastructure improvements and other means, the Service Provider(s) is/are expected to reduce overall daily operating expenses for the City/County. Expenses reduced in one area would be reinvested in other service improvements for the City/County.

### 4.1.7 PERFORMANCE FEE REDUCTIONS

The Service Providers' fee reductions for failure to meet SLR requirements will be negotiated using business outcome measures as the basis for performance metrics wherever possible.

### 4.1.8 VALUE ADDED BENEFIT CONSIDERATIONS

The City/County believes that this initiative and the City/County's position as a customer in the IT marketplace offers it a unique opportunity to bring added value benefits to residents, businesses, and the entire community. **The City/County encourages the Service Providers to propose creative offerings in addition to providing the IT services specified in this RFP.**

These offerings are obviously at the discretion of the Service Provider, but your organization could consider enhancements to the City/County's education and economic development initiatives. These added value offerings could include, but are not limited to the following examples:

- Enhancing computer technology literacy throughout the City/County.
- Providing wireless access to educational facilities in the area.
- Offering computer hardware, software, network infrastructure, administrative services, and training to schools and other educational facilities in the area.
- Providing pricing agreements and discounts to neighborhood groups, boards, independent agencies and other third parties.

***Specific Service Provider Questions***

1. *Describe the added value your organization could offer, both immediately and in the long term, beyond providing the IT services as described by this RFP.*
2. *Does your organization maintain facilities within Allen County that provide employment to area residents? If so, would your organization consider expanding these facilities if selected as the City/County IT Service Provider? Would your organization consider locating any new facilities within the Fort Wayne-Allen County area?*
3. *What steps could your organization take to foster job retention and creation within the County and/or within the region?*


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## 4.2 CRITICAL SUCCESS FACTORS OF SOURCING AGREEMENT

To succeed the City/County needs IT service provider(s) that can recommend and execute in the following areas:

### 4.2.1 STRATEGIC

1. Successfully and continually investigate, present, and implement strategies that improve the service delivery model of IT
2. Demonstrate alignment and partnership by sharing in performance penalties
3. **Demonstrate the ability to propose IT solutions versus waiting for direction from the City/County and following through on critical issues**
4. Execute on the expectations of the services agreement (contract) yet demonstrate the ability to discuss and refine areas that are perceived as out of scope
5. Present options that strengthen, or in some cases, establish the following capabilities: audit, change management, project management, document management, inventory management, etc.
6. Demonstrate and execute on such industry recognized methodologies such as Six Sigma, PMI and/or ITIL
7. Present best in class strategies, IT policies, and practices (e.g. cyber security management, security management, document retention, standard configuration, energy conservation, move/add/change process, etc.)

### 4.2.2 OPERATIONAL

1. Deliver on and exceed operational expectations. Operational excellence should be the goal always.
2. Successfully investigate, present, and implement strategies that improve the service delivery model for IT and the City/County overall
3. **Deliver projects work on time, on budget, with the expected features, and with the expected quality**
4. Manage/Meet/Exceed network uptime service level agreements (SLAs)
5. Manage/Meet/Exceed application availability to SLAs
6. Manage/Meet/Exceed key operating systems availability to SLAs
7. Maintain, execute, and audit all services operating procedures

### 4.2.3 CLIENT FOCUS

1. Demonstrate/Document that testing and implementations are completed on the client's schedule and exceed expectations.
2. Scale staffing to meet and exceed the needs and expectations of the City/County.
3. Strengthen helpdesk operations by raising the knowledge expectations of the first responders and manage, meet, and exceed first call resolution rates.
4. Continually meeting and exceeding end-user (customer) experience with superior service delivery within ALL service towers.

### 4.2.4 MANAGEMENT

1. Actively and continually address on-going training needs of the organization and staff
2. Maintain and support an effective, ACCURATE, and comprehensive asset management


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process for IT infrastructure (hardware and software).
3. Continually seek ways to strengthen and improve the overall IT governance process
4. Define, implement, and execute client-approved IT policies effectively and efficiently to the City/County

## 4.3 KEY FACTORS KEY TO THE CIO'S

City/County IT leadership is comprised of 3 CIO's. The Allen County CIO, City CIO, and the Utilities CIO. In addition to the critical success factors listed above, the CIO's are also keen on hearing your input and experience with respect to these KEY factors.

1. A trustworthy partnership and IT advisor with transparency
2. Dashboard visibility of help desk, network, and server KPIs
3. Access, visibility to asset inventory data at any time (on demand)
4. Early notice of improvement needs. A PROACTIVE not REACTIVE IT service provider
5. Accurate and easy access/visibility to ticketing system/service call ticket status for all
6. Bench strength when we need it. Grow and shrink IT org as demand and/or project work warrants
7. Be a hero to process, not a process of heroes. Polish those processes – deliver new PCs on time, on spec and ready for sign-in
8. Keep the IT environment safe and secure. Leading edge not lagging edge technology
9. All the systems work efficiently and as they should and with sufficient response time
10. All the systems are current and agile enough to change with new and evolving needs

## 4.4 THE "NEW NORMAL". COVID-19 UPDATE

The Coronavirus (Covid-19) pandemic has clearly created hardships for us all. Specific to this RFP, requiring the City/County to quickly rethink, retool and adjust their workforce to continue supplying their essential governmental services during these tragic times. With this in mind, the City/County is extremely interested in your recommendations as part of your RFP proposal regarding the following:

***Specific Service Provider Questions***

1. *How do you propose to supply (meet and exceed) the services requested of this RFP in this new and evolving Covid-19 climate?*

2. *Remote workforce(s) of some varying degree will likely become part of the new normal. How do you prose to meet that emerging, new demand in a widened campus environment? (as it relates to the requirements of this RFP.)*

3. *How do you propose managing/supporting City/County supplied "take home" technology? And/Also supporting City/County customers using home (or non-C/C owned) computers?*

4. *What do you anticipate are the security ramifications of VPN connections from a home (or non-C/C owned) computer?*

5. *Because of this Covid-19 imposed remote workforce, a number of City/County depts/agencies in leadership positions have actually documented an INCREASE in productivity/efficiency in certain positions/roles – not a decrease. With municipal (taxpayer) efficiency in mind always, how do you propose that you (the vendor) and better use of technology can help maintain and support this INCREASE in productivity trend?*


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## 4.5 NEW STRATEGIC ROLES NEEDED: BUSINESS RELATIONSHIP MANAGERS (BRM)

The City/County IT has recognized the need for new strategic roles to meet new, and evolving business unit demand. A Business Analyst (BA) or more commonly called, Business Relationship Manager (BRM) role is of great interest to the City/County moving forward to act as a professional liaison between the business units and City/County IT. **As part of this RFP bid process (and your submittal) please include** your recommendations for assembling, staffing and ongoing management of a BRM team. We encourage your insights and recommendations to this role/team however at this time we "estimate" a staff of **six (6) BRM's** are necessary to start. Perhaps more staff (or refined duties) once this role/team is established. Below is a high-level description of the BRM role for your review and consideration.

**Summary of BRM Role Description:**

Position is responsible for coordinating complex strategic technology planning for the City-County enterprise and/or assigned common function depts. The Business Relationship Manager (BRM) provides enterprise wide support of the City/County IT as it relates to planning and budgetary practices, project management and other IT initiatives. The Business Relationship Manager provides business unit communication, a liaison role and advocates for business unit needs on enterprise IT projects while also promoting City/County IT leadership and CIO initiatives.

Independent judgment is utilized on a regular basis. BRM works independently to analyze busines unit and enterprise needs and translate them into an appropriate technical solution. Reviews technical specifications and makes appropriate recommendations for management decisions. Position requires the knowledge of established policies and procedures.

***Specific Service Provider Questions***

1. *Please describe your experience(s) with a strategic role like the BRM role.*
2. *Please describe your experience(s) with assembling, staffing, and managing a BRM team.*
3. *Please describe how the BRM team interacts with and works with the project mgmt. team.*
4. *How do BRM's communicate a new idea? To CFW/AC staff, when needed? To vendor mgmt.?*
5. *How do you measure the productivity of the BRM staff?*
6. *A BRM idea gets accepted: What happens next and which role(s) drive the next step and the subsequent project?*
7. *Is there a standard process to propose new ideas and estimate cost(s) needed?*


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# 5. SCOPE OF SERVICES: THE MEAT & POTATOES – ENJOY.

## 5.1 INTRODUCTION TO SCOPE OF SERVICES

This section defines the Scope of Services desired for this exciting sourcing initiative, including the service environment, service descriptions with roles and responsibilities, service level requirements (SLRs) and desired reporting needs of the City/County.

## 5.2 RESPONSE INSTRUCTIONS

**The Scope of Services are defined and detailed in two (2) major service areas and are defined/described in the following fashion (including RFP section reference):**

1. **5.3 - INFRASTRUCTURE SERVICES (which includes)**
   - **5.4 - Service Management, Governance and Reporting**
   - **5.5 - Help Desk Services**
   - **5.6 - Desktop and Distributed Computing Services**
   - **5.7 – Network, Network Security and Server Services**
   - **5.8 - Asset Management**
2. **5.9 - APPLICATION SERVICES (which includes)**
   - **5.9 - Service Management, Governance and Reporting**
   - **5.9 - Application Development and Enhancements**
   - **5.9 - Application Support and Maintenance**

**NOTE 1:** Service Providers must submit one (1) inclusive and comprehensive proposal for the above stated service areas. The City/County IS open to a teaming/partnering/prime & sub-contractor style approach/response IF that suits your particular situation and strengthens your overall singular proposal.

**NOTE 2:** The City/County welcomes **creative and innovative solutions in all aspects of this RFP**. Including on-site, off-site, onshore, and/or mixed environment solutions provided the stated services, service levels and performance desired can meet/exceed expectation. The City/County is open to new models of sourcing. While we require a response as requested in the format directed, new ways of doing business will be considered in addition to the standard response. We encourage creative responses.

**Service Providers should demonstrate their understanding and experience with ALL stated goals, critical success factors, services, service levels and performance measurements of this RFP and/or applicable service area you are responding to. Additionally, we encourage your responses to address each of the following components:**

1. Your understanding, acceptance of and role you play in the goals and critical success factors stated in this RFP.
2. Your proposed organizational structure.
3. **Identification of key personnel proposed for the assignment. Please include a brief (1) page TOTAL resume OR Bio of all key personnel.**


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4. The repeatable methodology, approach and processes used to implement the services requested, including scheduled reporting requirements and tools employed.
5. Answers to specific questions posed in each service category integrated into the overall response for each service area.
6. Any exceptions to the stated requirements and content of this RFP. A brief explanation of the exception and why.

In addition to responding directly to the requests in this RFP, Service Providers are encouraged to propose alternatives that they feel are in the best interest of both parties, which may improve the City/County technology environment - e.g., providing services from remote locations, onshore (i.e., Service Provider-owned or co-located facilities).

### 5.2.1 ROLES & RESPONSIBILITIES TABLES

For all "Roles & Responsibilities" tables contained within the Scope of Services section of this RFP, a "P" indicates primary responsibility and an "S" indicates secondary (or backup) responsibility; "SP" denotes the Service Provider and "C/C" denotes the City/County.

***** The Infrastructure Services section begins on the next page followed by Application Services *****


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## 5.3 SCOPE OF SERVICES: INFRASTRUCTURE SERVICES

## 5.4 SERVICE MANAGEMENT, GOVERNANCE AND REPORTING

The Service Provider is to implement a management structure to facilitate communications between the Service Provider, its subcontractors, and the City/County and to address and resolve concerns escalated by either the Service Provider or the City/County. **Routine meetings and reporting processes must be defined to ensure a smooth interface and timely resolution of issues.**

City/County IT leadership will oversee and govern the relationship with the Service Provider. The City/County desires a single interface to coordinate the delivery of all services from the Service Provider. The City/County will not resolve issues or disputes between the Service Provider's personnel and any subcontractors retained by the Service Provider.

For operational services such as problem resolution, help desk inquiries, desktop software procurement, and the like, there must be routine and continuous interaction between the Service Provider's employees and the City/County's customer base. This operational interface will determine the satisfaction of the City/County's employees with the services delivered by the Service Provider. The Service Provider is expected to continuously measure and improve its service delivery and customer satisfaction with those services.

The Service Provider will perform services and activities associated with reporting on the ongoing status of the service environment. The Service Provider is to assemble and create regular reports on the performance of outsourced functions in order to assist in the effective management of the Service Agreement and enable continuous improvement of the in-scope services that the City/County receives. Reports must be compiled and distributed to the City/County management in agreed upon formats. Reports must be compiled and published on all functions, including performance, SLRs, cost management and subcontractor relationships on an enterprise-wide and department-level basis. These reports must include the measurement of the Service Provider's actual performance against the required service levels. The City/County seeks a Service Provider that will operate under the principles of full financial and operational disclosure to the City/County with respect to the service agreement and the parties' relationship. The City/County expects the Service Provider to accommodate City/County's decisions on reporting formats, content, and frequency.

The following table identifies (but is not limited to) the underlying roles and responsibilities associated with service management reporting services.

| Service Management Reporting Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document service management/reporting requirements and policies. | X (S) | X (P) |
| 2. Develop and document service management reporting procedures. | X | |
| 3. Approve service management reporting procedures. | | X |
| 4. Develop and document criteria and formats for administrative, service activity and service level reporting. | X (P) | X (S) |
| 5. Develop and implement customer satisfaction program for tracking the quality of service delivery to City/County. Coordinate program with other Service Providers. | X (P) | X (S) |


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| Service Management Reporting Roles and Responsibilities | SP | C/C |
|---|---|---|
| 6. Measure, analyze, and report system and service performance relative to requirements. | X | |
| 7. Prepare performance and other service level reports and provide as scheduled. | X | |
| 8. Prepare and provide activities reports and others as defined. | X | |
| 9. Prepare reports on statistics, root cause analysis and trends as requested. | X | |
| 10. Perform or support operations and other audits periodically. | X (S) | X (P) |
| 11. Develop plans and procedures to ensure financial transparency in operations. | X | |
| 12. Approve the plans and procedures | | X |

***Specific Service Provider Questions: Service Management and Governance***

1. *Describe your governance process and the management structure your organization intends to implement for managing its relationship with the City/County.*
2. *Describe how your organization monitors its performance of services. Provide examples of performance metrics, benchmarking techniques, and report content. Explain how performance monitoring is leveraged to promote continuous process improvement.*
3. *Describe your approach for ongoing communication with the customer base. Provide examples you have used with clients to help manage change and set service expectations.*
4. *How do you identify efficiencies or changes as personnel, technology, environment, etc. changes? We do not do this well today, particularly in the Infrastructure arena, and it costs us in many ways.*
5. *How will you address End of Life planning on both software and hardware and how will you keep us informed of future needs for budgeting?*
6. *Describe any PMI, ITIL, Six-Sigma methodologies and processes that your organization employs and has implemented.*

### 5.4.1 CITY-COUNTY TECHNOLOGY STANDARDS ADMINISTRATION

At the direction of the City/County, the Service Provider will perform services and activities associated with the continuous planning, policy setting and enforcement of City/County Technology Standards Administration (for both hardware and software). The following table identifies (but is not limited to) the underlying roles and responsibilities associated with technology standards administration services.

| Technology Standards Development Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document technology standards and architectural direction. | X (S) | X (P) |
| 2. Conduct annual or as-needed technical and business planning sessions to update standards and architectural direction. | X (S) | X (P) |
| 3. Investigate and document new hardware and system software products and services for potential use within the City/County. | X | |
| 4. Perform feasibility studies (including risk analysis) for the implementation of new technologies that will improve City/County business operations. | X | |
| 5. Coordinate and deliver technology workshops on industry trends and best practices within an agreed-upon schedule (e.g., semi-annual; annual, etc.). | X | |


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| Technology Standards Development Roles and Responsibilities | SP | C/C |
|---|---|---|
| 6. Perform liaison function to business units to ensure that technology standards are communicated and enforced within the City/County. | X | |

***Specific Service Provider Questions: Technology Standards Administration***

1. *Explain your organization's experience in providing strategic and operational planning and technology standards and policy enforcement assistance to customers. Cite any references to organizations similar to the City/County to which you have provided strategic planning assistance.*
2. *Describe how your organization will assist in developing its overall technology standards, policies, and strategies.*
3. *Describe how your organization would support and manage exceptions to standards and policies.*
4. *Provide examples where you have led real technology changes, particularly related to the City/County goals stated previously.*

## 5.4.2 TECHNOLOGY REFRESH

The Service Provider will perform services and activities associated with keeping the City/County's computing environment current with advances in technology.

***Desktops/Laptops Devices:*** In general, the current plan for the majority of desktop computers, laptops and/or portable devices is to buy/own the equipment with a (up to) seven (7) year replacement/refresh cycle from a hardware perspective and a three or four (3 or 4) year O/S rev level check/upgrade cycle. These terms based upon h/w, s/w and business need compatibility. This policy may be modified from time to time at the mutual agreement and planning of the City/County and service provider.

To accommodate departments and agencies that are unable to fund the optimal refresh cycle, the Service Provider should work with the City/County leadership to create and approve a cascade procedure to redeploy experienced (high-end) equipment of varying levels based on IT need. Levels TBD based on C/C and Service Provider planning efforts.

**It is expected that the service cost of technology refresh will be considered in Service Providers fixed cost for this contract and is not considered a separate initiative. If the technology refresh cycle is less than described above, the City/County may request a reduction in the annual fixed cost.**

***Servers:*** The current plan for servers is to buy/own the equipment with a (up to) seven (7) year replacement/refresh cycle or when deemed end of life or other applicable business case to replace outside of set schedule. These terms based upon h/w, s/w and business need compatibility

The following table identifies (but is not limited to) the underlying roles and responsibilities associated with technology refresh services

| Technology Refresh Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document technology refresh program policies. | X (S) | X (P) |
| 2. Develop and document refresh program procedures and plans. | X | |


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| Technology Refresh Roles and Responsibilities | SP | C/C |
|---|---|---|
| 3. Review and approve refresh program procedures and plans. | | X |
| 4. Implement and manage a technology refresh plan. | X | |
| 5. Review and update the technology refresh program on an annual basis to ensure it continues to meet City/County requirements. | X(P) | X(S) |

***Specific Service Provider Questions: Technology Refresh***

1. *Describe your methodology for ensuring the most cost-effective approach to refreshing the City/County's equipment and systems.*
2. *Describe how your organization will ensure that the City/County will receive the full benefits of upgrades and advances in technology, and their associated increases in productivity. The City/County wishes to stay within one version of current release. Explain your creative approach.*
3. *Describe the methodology that your organization will implement to ASSURE the City/County that its IT infrastructure, systems, and applications will be kept current with industry advances. Please be specific.*

## 5.4.3 TRANSITION MANAGEMENT

The Service Provider is to implement an expeditious and seamless transition of services, without interruption, from the current services to those within the scope of this RFP. The transition plan should include, among other things, the manner in which the Service Provider will assume responsibility both during and after the transition period is completed of the service agreement for the following:

1. The provision of all services agreed upon in the RFP and resulting contract
2. Assumption of major projects
3. Management of technology assets and resources
4. Communication with the City/County's departments, other public entities, and private entities
5. Identification of contracts and licenses requiring cancellation, renewal, or assignment to the City/County to the extent practicable
6. Subcontractor relationships and arrangements.

The details and timing of the transition plan shall be included in the (to be negotiated) services agreement, based upon discussions with the Service Provider.

***Specific Service Provider Questions: Transition Management***

1. *Provide your organization's transition plan. The transition plan must include sections that identify the tasks, timeframes for the tasks, milestones, roles and responsibilities for City/County and Service Provider personnel, and any major task contingencies.*
2. *Describe how your organization proposes to manage the transition of in-scope services to your organization.*
3. *Provide a plan for communicating to the customer base during the transition.*
4. *Describe your experience with managing the change from an existing Service Provider to your company (if applicable).*
5. *Describe how your organization proposes to meet or exceed service levels within 3 months of contract implementation.*


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## 5.5 HELP DESK SERVICES

This section defines the service environment, service descriptions with roles and responsibilities, service level requirements (SLRs) and reporting required for the provision of help desk services to the City/County.

The Service Provider **will be responsible for operating a single point of contact help desk** in support of requests for technology services from City/County personnel, third-parties involved in providing technology services to the City/County and for all services and activities included in the scope of the agreement pertaining to the help desk services.

### 5.5.1 HELP DESK GOALS AND CRITICAL SUCCESS FACTORS

**NOTE to Service Providers: Please read this section carefully and prepare your responses accordingly and creatively.**

1. The help desk should be the **single point of contact to solve City/County technology requests** from problem resolution through requesting a development project and all technology related items and tasks in between.
2. The help desk should be able to manage, maintain and support (cradle to grave) multiple tickets submitted via one (1) email. This has been a challenge today.
3. **Help Desk tickets, regardless of service area ownership or ultimate resolution should be the oversight and governing body OF the help desk ticket from start to finish (cradle to grave). The customer should not be responsible for managing tickets that are transferred from team to team, service area to service area and/or vendor to vendor.**
4. The help desk should be intimately linked to both asset management for deployment of new technology and all other technology services to track repetitive problems, identify trends and anticipate technology needs.
5. **The help desk management tools should be able to track & report trends, determine issues (using parent/child tickets, for example), provide standard help desk utilization reporting, and provide reporting for root cause analysis. It should also allow for warm transfers if/where needed.**
6. The help desk should prepare and maintain help desk procedural documentation which should be integrated into a knowledgebase available to the help desk and City/County personnel.
7. **Over time, the goal must be that help desk calls are reduced, as a result of new technologies, service provider and help desk efficiencies realized and a robust knowledge base and refresh program well maintained.**

### 5.5.2 CURRENT HELP DESK SERVICES ENVIRONMENT

#### 5.5.2.1 HELP DESK BASELINE STATS

| Description | Totals | Additional Info |
|---|---|---|
| Centrally located help desk | Yes | Remote/offsite |


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| Description | Totals | Additional Info |
|---|---|---|
| Full function help desk | Yes | Ticket creation, Remote Desktop Services, AD account creation/deletion |
| Help desk software used | Yes | Service NOW (vendor owned) (City/County Data Accessible) |
| Total # of C/C locations | 91 | |
| Total # of C/C locations supported by IT | 91 | |
| Total # of customers served by IT | Approx. 3,500 | Includes seasonal workforce |
| Total # of devices deployed/serviced by IT | Approx. 5,775 | Includes: PCs, Laptops, Tablets, Printers, Scanners, and the like |
| Total # of servers deployed/supported | 297 | |
| Total # of contacts made to the help desk per month | 940 | Average over the last 12 months |
| Total # of new tickets opened per month | 1,163 | Average over the last 12 months |
| Total help desk contacts made 2018 | 11,310 | Contacts, not tickets |
| Total help desk contacts made 2019 | 11,266 | Contacts, not tickets |
| Total help desk contacts made 2020 (Q1) | 4049 | Contacts, not tickets |

### 5.5.2.2 HELP DESK BASELINE VOLUMES: BY SEVERITY LEVEL

| Severity Level | 2018 | 2019 |
|---|---|---|
| **Severity Level 1** | 0 | 0 |
| **Severity Level 2** | 32 | 38 |
| **Severity Level 3** | 13,991 | 13,680 |
| **Severity Level 4** | 68 | 57 |
| **All Other Categories** | 29 | 36 |
| **TOTALS:** | **14,120** | **13,811** |

### 5.5.2.3 HELP DESK BASELINE VOLUMES: BY CALL TYPE

| Call Type | 2018 | 2019 |
|---|---|---|
| Assignment (auto generated from monitoring) | 273 | 232 |
| Email | 2,503 | 1,390 |
| Internal | 2,313 | 2,142 |
| Phone | 8,807 | 9,876 |
| Security Calls | 0 | 0 |
| Self Service | 224 | 171 |
| Walk-in's | 0 | 0 |
| **TOTALS:** | **14,120** | **13,811** |

*NOTE: The "Internal" category is used to count tickets created for internal use such as change management, tracking, projects, etc. done by the sourcing provider. The City/County intends to discuss the definition of this, as well as, all call types with the BAFO vendor(s) to ensure transparency throughout the RFP process.*


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**The Help Desk statistics should emphasize the use of Parent/Child tickets to help identify problems or trends in the environment and discourage individual tickets when the same issue is being reported on multiple occasions.**

**NOTE to Service Providers: Unduly opening/closing tickets to inflate ticket counts has/is and will be monitored closely by the City/County and action taken to remedy. Example: Calling the help desk to check status of a ticket is NOT another ticket.**

5.5.2.4 INSTALLS, MOVES, ADDS, CHANGES (IMAC) VOLUMES AND PROJECTIONS

The City/County's projected usage is detailed below. These metrics represent the City/County's most realistic projection of the IMAC volumes based on a combination of past trends, known application requirements, and current anticipated overall business direction over the term of the contract.

NOTE: Although the City/County is willing to discuss and modify/clarify the IMAC definitions and volumes as part of this RFP process, the starting point baseline has been listed below.

**IMAC Definitions Table**

| Hardware | Counts |
|---|---|
| Install PC (including monitor) | 1 |
| Install Monitor (replacement or additional) | 1 |
| Install Laptop, Tablet, etc. (including docking station) | 1 |
| Install Desktop Printer (local) | 1 |
| Install Network Device (Printer, Scanner, etc.) | 1 |
| Install Handheld Devices (Blackberry, iPhone, etc.) | 1 |
| Move PC | 1 |
| Move Monitor | 1 |
| Move Laptop, Tablet, etc. | 1 |
| Move Desktop Printer (local) | 1 |
| Move Network Device (Printer, Scanner, Etc.) | 1 |
| **Software** | **Counts** |
| Image Install or Re-image | 1 |
| Install Application (per app. locally installed only) | 1 |
| End-user Data Transfer (local transfer only) | 1 |
| **Other** | **Counts** |
| Disposal (including paperwork, per piece) | 1 |
| Hard Drive Wipe - Non disposal only | 1 |

**Note to Service Provider: Only <u>one</u> IMAC will be counted per delivery. In addition, automated application deployment will not be counted as an IMAC and will be utilized whenever possible.**


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**IMAC Projections**

| | 2020 | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| IMACs | 2,000 | 2,400 | 2,450 | 2,500 | 2,550 | 2,600 |

## 5.5.3 HELP DESK SERVICE REQUIREMENTS

Help desk services are those services required to coordinate and respond to requests, inquiries and notifications made directly by the City/County. **This includes taking ownership of all requests for service, including those that may subsequently be escalated or transferred to more specialized entities for resolution (whether that entity is the City/County, the Service Provider or a designated third party).**

The help desk must be available **24 x 7, 52 weeks per year,** including holidays with support staff on-call for 911 and Public Safety minimally. The City/County is willing to discuss a hybrid scenario, such as; 7:00am-6:00pm x 5 days per week support with on-call support after hours for non 24hr shops to minimize cost but maximize support.

**NOTE:** The City/County is open to new, creative and different Help Desk management approaches **(including onsite, offsite, client pool and/or mixed environment)** to meet its technology needs as long as the City/County is supported at or above the level described in this RFP**. Proposers are encouraged to bring your collective experience(s) to bear** in suggesting creative options and cost saving measures that will meet and/or exceed current support levels described in this RFP.

### 5.5.3.1 HELP DESK ADMINISTRATION

The Service Provider will minimally perform services and activities associated with the setup and administration of the help desk. The table below includes (but is not limited to) the following primary roles and responsibilities associated with help desk administration activities.

| Help Desk Administration Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Document help desk process and procedure manual that meets requirements and adhere to defined policies. | X | |
| 2. Approve help desk administration process and procedure manual. | | X |
| 3. Develop and publish a comprehensive help desk transition plan including integration within the City/County. | X | |
| 4. Utilize a single system to document, manage and track all requests for service, problem reports and inquiries regardless of the means by which the request is submitted (e.g., telephone, email, online, etc.). | X | |
| 5. Monitor and track all requests for service birth to closure. Escalate within the Service Provider organization and City/County as required. | X | |
| 6. Provide online (AND MOBILE APP) capability for City/County to check/monitor status of service requests throughout ticket lifecycle. | X | |
| 7. Prepare and publish weekly, monthly, quarterly, and annual help desk reports sufficient to manage and maintain service levels and/or as requested by the City/County. | X | |


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| Help Desk Administration Roles and Responsibilities | SP | C/C |
|---|---|---|
| 8. Develop and execute end-user satisfaction surveys according to service level requirements. | X (P) | X (S) |
| 9. Maintain a continuous improvement program that improves help desk services. | X | |

***Specific Service Provider Questions: Help Desk Administration***

1. *Please describe your help desk methodology and approach - including any tools, technology, and people you intend to use to meet and/or exceed City/County requirements and expectation.*
2. *Please describe your transition plan/approach to seamlessly transition your services without disruption to City/County business and services.*
3. *Please describe your help desk knowledge base, how it works, who has access to it, who can contribute to it and how it is maintained and continually updated to stay current.*
4. *Please describe your process for providing after hours support.*
5. *Please describe any continuous improvement programs you intend to implement.*
6. *Describe your methodology for performing an SLA audit to monitor trends that allows your organization to make projections and adjustments in the City/County's best interests.*

### 5.5.3.2 HELP DESK SERVICE REQUEST COORDINATION

The Service Provider will perform services and activities associated with the coordination and completion of service requests. The table below includes (but is not limited to) the following primary roles and responsibilities associated with service request coordination activities.

| Service Request Coordination Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document service request coordination requirements and policies. | X (S) | X (P) |
| 2. Document and track requests for service in all areas supported | X | |
| 3. Verify acceptance of services by contacting the end-user to confirm results and level of satisfaction. | X | |
| 4. Ensure that inventory and configuration management records are kept current to reflect accurate service request history. | X | |

***Specific Service Provider Questions: Service Request Coordination***

1. *Please describe your process for conducting "warm transfers" of help desk tickets to third-party Service Providers and/or City/County personnel. – i.e. outside of your staff.*
2. *Describe your process for updating and managing this "transferred" help desk ticket described in question 1 to from creation to completion/close.*
3. *How would you propose implementing a loaner program for desktops or laptops when problem resolution cannot be performed in a reasonable timeframe, especially in critical areas?*

### 5.5.3.3 HELP DESK INQUIRY RESPONSE AND PROBLEM RESOLUTION

The Service Provider will perform services and activities associated with response to inquiries and resolution of problems reported by the City/County. The table below includes (but is not limited to) the following primary roles and responsibilities associated with inquiry response and problem resolution activities.


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| Inquiry Response and Problem Resolution Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document inquiry response and problem resolution requirements and policies. | X (S) | X (P) |
| 2. Approve inquiry response and problem resolution procedures. | | X |
| 3. Implement self-help features and functions that enable end-users to perform preliminary problem diagnosis, troubleshooting and resolution including access to knowledge base. | X | |
| 4. Identify need for ongoing end-user training based on calls received and continual trending analysis. | X | |

### 5.5.3.4 HELP DESK ROOT CAUSE ANALYSIS

The Service Provider will perform services and activities required to diagnose, analyze, recommend, and take corrective measures to prevent recurring problems and/or trends. The table below includes (but is not limited to) the following primary roles and responsibilities associated with root cause analysis (RCA) services.

| Root Cause Analysis Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document requirements and policies for root cause analysis, such as events that trigger an RCA. | X (P) | X (S) |
| 2. Develop procedures for performing an RCA that meet requirements and adhere to defined policies. | X | |
| 3. Approve RCA procedures. | | X |
| 4. Identify the root cause of repetitive problems or failures. | X | |
| 5. Conduct RCA for all severity level 1 and severity level 2 incidents. | X | |
| 6. Track and report the consequences of repetitive failures. | X | |
| 7. Provide the City/County with written reports detailing the cause of, and procedure for, correcting such failure; provide updates on a weekly basis until closure. | X | |
| 8. Develop and implement solutions to recurring problems identified by proactive trend analysis. | X | |

***Specific Service Provider Questions: Root Cause Analysis***

1. *Please describe your approach to performing root cause analysis. Describe your process for training your personnel on the root cause process and ensuring that the approach is being followed.*
2. *Please provide an example(s) of a problem that has been root cause analyzed for a past or current client.*
3. *Please include a copy of your root cause template and/or report.*

## 5.5.4 HELP DESK SERVICES: SERVICE LEVEL REQUESTS (SLR)

A key objective of the City/County's decision to source IT services is to maintain effective service levels. The Service Provider must consistently meet or exceed the following SLRs as tracked and reported monthly to the City/County.


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**NOTE:** The City/County realizes that this sourcing project presents a unique opportunity to learn from the past and apply it to the future. With that goal in mind, **the City/County is interested in and encourages the inclusion of any/all "creative and customer focused" SLRs** that you (the Service Providers) have had and/or are having success with **and encourage you to include them as additional and/or in replace of the SLRs listed below and a brief description of your rationale for doing so.**

| SLR Description | Performance Target | SLR |
|---|---|---|
| **Help Desk - Incident Resolution** | | |
| 1st Call Resolution Rate | Resolution on first call *(Excluding calls to the Help Desk not related to technical issues)* | 93% |
| Email Response rate (beyond automated responses) | ≤ 30 mins | 98% |
| Severity 1—Urgent | Response within 30 minutes and resolution within 2 hours | 98% |
| Severity 2—Critical | Response within 1 hour and resolution within 4 hours | 95% |
| Severity 3—Normal | Response within 1 hour and resolution within 8 business hours | 85% |
| Severity 4—Cosmetic | Response within 1 hour and resolution within 12 business hours | 85% |
| **Help Desk - Incident Closure** | | |
| Root Cause Analysis (RCA) | Provide monthly RCA report for all Sev 1, Sev 2 and all Reoccurring Problem Tickets. | |
| Reoccurring Problem | <2% recall (ticket reopen) (definition TBD) | 2% |
| **User Account Administration** | | |
| New User Account (up to 5 per request) | Completed within 2 business days of ticket initiation. | 98% |
| New User Account (6-20 per request) | Completed within 3 business days of ticket initiation. | 95% |
| Password Reset | Completed within 10 minutes of receipt of request. | 98% |
| Privilege Changes | Within 2 business hours of authorized request. | 98% |
| Emergency Disable Account | Within 30 minutes of authorized request. | 100% |
| Disable User Account (non-emergency) | Within 4 business hours of authorized request. | 98% |
| **Customer Satisfaction** | | |
| Triggered Satisfaction Survey Response | Vendor Mgmt responds to any/all **dissatisfied** survey response by contacting the customer within 8 business hours and conducts RCA.<br>RCA is documented and reported monthly to C/C. | 100% |
| Close ticket survey | Brief 3-5 ques survey sent at ticket close. Avg rating of satisfied or very satisfied. | 95% |
| Annual Customer Satisfaction Survey - (conducted by **independent** 3rd party Surveyor) | Users surveyed should be very satisfied or satisfied | 96% |
| **Help Desk - Response Time** | | |
| Speed-to-Answer | ≤ 60 sec | 90% |


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| SLR Description | Performance Target | SLR |
|---|---|---|
| Call Abandonment rate | ≤ 2% of calls that abandon greater than or equal to 60 seconds | 2% |
| **Reporting Requirements** | | |
| SLR/SLA and ALL contractual Reporting Requirements | Measure and report ALL contractual report requirements (SLR/SLA and others) as stated within the timeframes detailed. (weekly, monthly, etc.) | 98% |
| XLR: Service Desk Quality/ Self Help | % accuracy of knowledgebase searches | 90% |
| XLR: Service Desk Quality/ Self Help | % Issues resolved through self help | 25% |
| XLR: Service Desk Quality/ Self Help | % Reduction in Service Desk volumes | 25% |
| XLR: Service Desk Quality/Customer Fulfillment | Number of end user escalations | <5 per month |

***Specific Service Provider Questions: Customer Satisfaction Surveying***

1. *Please describe your methodology and approach for meeting and exceeding the stated SLRs in a **cost-effective** way.*
2. *Please describe your customer satisfaction surveying process and procedure, including any tools and technologies used.*
3. *Please discuss your methods for encouraging AND maximizing customer satisfaction surveying participation without undue intrusiveness.*

## 5.5.5 STANDARD HELP DESK REPORT REQUIREMENTS

Minimally, the following standard reports will be required. Others can/will be discussed/requested as needed/required.

| Description | Timing |
|---|---|
| **IMAC Reports** | Measure daily, report monthly |
| **Inventory Reports** | Measure daily, report monthly |
| **Service Request, Call Type and Call Volume Reports** | Measure daily, report monthly |
| **Service Level Agreement (SLA) Reports** | Measure daily, report monthly |
| **Root Cause Analysis Reports** | Measure daily, report monthly |
| **Trending Reports** | Measure daily, report monthly |
| **Aging Issues Report:** Executive level report listing aging tickets, escalated issues, etc. over the last 24 hours and last 7 days. | Every morning / summary per week |

***Specific Service Provider Questions: Help Desk Reports***

1. *Beyond what you are required to report contractually, please describe your organizations philosophy/approach to learning from and adapting your services based on reports management and analysis.*
2. *Please describe your reporting methodology, tools, and process. Please also describe if/how the City/County would/will have access to this system to generate on demand, ad-hoc, real time and/or specialized reporting on an as needed basis.*


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## 5.6 DESKTOP SERVICES

This section defines the service environment, service descriptions with roles and responsibilities, service level requirements (SLRs) and reporting required for the provision of desktop services to the City/County.

### 5.6.1 DESKTOP GOALS AND CRITICAL SUCCESS FACTORS

1. Maximize and optimize equipment performance - Improve configuration management and performance testing as equipment is deployed and periodic evaluation of help desk calls to identify trends in equipment failure.
2. Improve license management procedures – Management and version control of software licenses should be tracked to ensure both compliance and application currency.
3. Prepare and maintain service-related documentation in a knowledgebase that will be available to Service Provider and City/County.
4. Provide problem management resolution support to help desk staff and City/County desktop environment.
5. Manage and optimize desktop environment (including enhanced security and cyber-security) ensuring that all desktop components are effectively and efficiently integrated.
6. Maintain current and optimal operating system software and utilities on all platforms.

### 5.6.2 CURRENT DESKTOP SERVICES ENVIRONMENT

#### 5.6.2.1 DESKTOP BASELINE STATS

| Description | Totals | Additional Info |
|---|---|---|
| Total # of C/C locations supported by IT | 91 | |
| Total # of customers served by IT | Approx. 3,500 | |
| Total # of devices deployed/serviced by IT | Approx. 5,775 | Includes: PCs, Laptops, Tablets, Printers, Scanners, and the like |
| Total # of standard images | 1 | All model specific drivers are loaded through SCCM. All department specific software is loaded after/singularly, based on the needs of the user and/or department. (i.e. Not an optimal process.) |
| Total # of applications included in base/standard image | 2 | Operating System, McAfee Anti-Virus. Hoping to change this in next contract. |
| % of desktop computers (PCs, laptops, tablets, etc.) owned or leased | 100% owned that are IN-SCOPE | However, the C/C owns more equipment than this scope/IT is responsible for. Hoping that could change if offered a better alternative. |
| % of desktop computers (PCs, laptops, tablets, etc.) under warranty | Unknown | The City/County hopes better asset mgmt will bring clarity to this figure. |
| % of desktop computers (PCs, laptops, tablets, etc.) under maintenance | 100% | 100% of the 3,488 |
| Total desktop tickets 2018 | 11,310 | Current vendor ticketing system does not track by the devices that are worked on, only by user or dept. |


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| Description | Totals | Additional Info |
|---|---|---|
| Total desktop tickets 2019 | 11,265 | Current vendor ticketing system does not track by the devices that are worked on, only by user or dept. |
| Total desktop tickets 2020 (through Q2) | 5,725 | Current vendor ticketing system does not track by the devices that are worked on, only by user or dept. |

## 5.6.3 DESKTOP SERVICE REQUIREMENTS

Desktop services are those services required to support network-attached and end-user devices and peripherals (including devices such as printers and scanners), stand-alone devices, and software enabling individual and collective use of computing resources in the City/County environment.

### 5.6.3.1 DESKTOP OPERATIONS AND ADMINISTRATION SERVICES

The Service Provider will operate, support, monitor, and manage all City/County distributed devices, desktop hardware, and software. Operations and administration responsibilities of the Service Provider include:

1. Operating and monitoring the desktop equipment (e.g., end-user devices)
2. Deployment of software to desktops and peripherals
3. Managing desktop data and storage resources
4. User administration; and
5. Hardware maintenance.

The Service Provider will perform services and activities associated with the operation and administration of desktop services to meet the processing requirements of the City/County. The table below includes (but is not limited to) the following primary roles and responsibilities associated with desktop operations and administration services.

| Operations and Administration Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document desktop operations requirements and policies, including schedules for the operation of distributed systems. | X (S) | X (P) |
| 2. Develop desktop operations procedures that meet requirements and adhere to defined policies. | X | |
| 3. Approve desktop operations procedures. | | X |
| 4. Manage (i.e., create, modify, delete) user accounts for accessing and using desktop systems and resources. | X | |

***Specific Service Provider Question: Desktop Operations and Administration***

1. *Describe your process/strategy for 2nd issue (call back) avoidance.*


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### 5.6.3.2 DESKTOP MONITORING AND PROBLEM RESOLUTION SERVICES

The Service Provider will perform services and activities associated with the monitoring of the desktop environment and resolving identified problems. The table below includes (but is not limited to) the following primary roles and responsibilities associated with desktop monitoring and problem resolution services.

| Monitoring and Problem Resolution Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document requirements and policies for desktop monitoring and problem resolution. | X (S) | X (P) |
| 2. Develop and document monitoring and problem management procedures, including escalation thresholds that meet requirements and adhere to defined policies. | X | |
| 3. Approve monitoring and problem resolution procedures. | | X |
| 4. Implement measures for proactive monitoring and self-healing capabilities to limit outages that affect desktop operations. | X | |
| 5. Identify desktop problems and resolve in accordance with SLRs. Escalate as required. Coordinate activities with the help desk. | X | |
| 6. Monitor for and restrict receipt of email spam, virus, spyware, and adware. | X | |

### 5.6.3.3 DESKTOP SOFTWARE DEPLOYMENT AND MANAGEMENT SERVICES

The Service Provider will perform services and activities associated with deploying and managing software that enable City/County productivity in the desktop and distributed environment. The table below includes (but is not limited to) the following primary roles and responsibilities associated with desktop software deployment and management services.

| Software Deployment and Management Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document software deployment and management requirements and policies. | X (S) | X (P) |
| 2. Develop procedures for software deployment and management that meet requirements and adhere to defined policies. | X | |
| 3. Approve software deployment and management procedures. | | X |
| 4. Utilize the necessary utilities/tools to maintain and ensure compliance with desktop hardware and software licensing and report compliance at least annually. | X | |
| 5. Manage software deployment using automated tools and formal (industry standard) project management methodologies. | X | |
| 6. Develop, maintain, and implement desktop images/builds to meet City/County business needs. | X | |
| 7. Develop a continuous plan to maintain/improve/minimize the number of desktop images. | X | |
| 8. Approve all new created or updated images prior to deployment. | | X |
| 9. Participate in training City/County personnel as appropriate on new/upgraded software. (e.g., features of new operating systems, etc.) | X(P) | X(S) |


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### 5.6.3.4 DESKTOP HARDWARE MAINTENANCE

The Service Provider will perform services and activities associated with maintaining desktop systems hardware. The table below includes (but is not limited to) the following primary roles and responsibilities associated with desktop hardware maintenance services.

| Hardware Maintenance Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document hardware maintenance and repair requirements and policies. | X (S) | X (P) |
| 2. Approve hardware maintenance and repair procedures. | | X |
| 3. Perform diagnostics as needed to identify the cause of hardware problems, and report findings. | X | |
| 4. Install manufacturer field change orders, firmware upgrades, and other manufacturer provider-supplied hardware improvements for supported desktop hardware. | X | |
| 5. Manage warranties for City/County owned/leased hardware to ensure that parts under warranty are replaced under the terms of the warranty. | X | |
| 6. Ensure that all hardware maintenance activities conform to configuration management and change control processes. | X | |

***Specific Service Provider Question: Hardware Maintenance***

1. *Describe your process for managing your parts inventory either on-site or at an off-site location while meeting established service levels.*
2. *Please describe your experience with and process for supporting handheld devices, tablets, smart phones and etc.*
3. *In this environment we need the ability to provide loaner/hot swap devices to our public safety customers. What experiences have you had with this process and on what scale?*

### 5.6.3.5 DESKTOP PERFORMANCE MANAGEMENT

The Service Provider will perform services and activities associated with managing the performance of the desktop environment. The table below includes (but is not limited to) the following primary roles and responsibilities associated with desktop performance management services.

| Performance Management Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document desktop performance mgmt. requirements and policies. | X (P) | X (S) |
| 2. Approve performance management procedures. | | X |
| 3. Perform capacity planning to develop resource requirements projections. | X (P) | X (S) |
| 4. Provide technical advice and support to the help desk, application maintenance and development staffs as required. | X | |
| 5. Evaluate, identify, and recommend configurations or changes to configurations which will enhance desktop performance. | X | |
| 6. Authorize improvement plans. | | X |


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### 5.6.3.6 DESKTOP CONFIGURATION MANAGEMENT

The Service Provider will perform services and activities associated with tracking and managing the configuration of individual system components and identification of the relationships and dependencies among them. The table below includes (but is not limited to) the following primary roles and responsibilities associated with desktop configuration management services.

| Configuration Management Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document configuration management requirements and policies. | X (P) | X (S) |
| 2. Develop configuration management procedures that meet requirements and adhere with defined policies. | X | |
| 3. Approve configuration management procedures. | | X |
| 4. Provide a configuration management tool subject to approval by the City/County. This tool will enable the Service Provider to deliver services at a lower cost and should therefore be considered within the fees of the fixed cost price. | X | |
| 5. Approve configuration management tool. | | X |
| 6. Document and maintain desktop hardware and software specifications and configurations. | X | |
| 7. Provide information about the configuration, functionality, and other aspects of the desktop environment upon request. | X | |
| 8. Track all software versions in use in the desktop environment. Document issues and considerations associated with each version and environment. | X | |

***Specific Service Provider Question: Configuration Management***

1. *Please describe your methodology surrounding patch management for both desktop and server areas.*

### 5.6.3.7 DESKTOP SYSTEMS INTEGRATION AND TESTING

The Service Provider will perform services and activities associated with building and maintaining the technical infrastructure, and the testing, integration, and migration activities to ensure that all components of the desktop environment work together effectively. **The City/County is particularly interested in improving performance in this area.** The Service Provider should create a systems integration and testing plan that will outline how the following tasks will be accomplished. The table below includes (but is not limited to) the following primary roles and responsibilities associated with desktop systems integration and testing services.

| Systems Integration & Testing Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document system testing and integration requirements and policies. | X (P) | X (S) |
| 2. Develop systems testing and integration procedures that meet requirements and adhere to defined policies. | X | |
| 3. Approve testing and integration procedures. | | X |
| 4. Prepare system plans and schedules to support new and enhanced applications, architectures, and standards. | X | |


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| Systems Integration & Testing Roles and Responsibilities | SP | C/C |
|---|---|---|
| 5. Review and approve system plan and schedules. | | X |
| 6. Perform and approve user acceptance testing for new and upgraded equipment and software. | | X |
| 7. Assess and communicate the overall impact and potential risk to existing operations prior to implementing changes. | X | |
| 8. Coordinate the scheduling of all changes to the desktop environment through defined change control processes. | X | |
| 9. Test and stage new and upgraded equipment and software to smoothly transition into production environment prior to going live on the network. | X | |
| 10. Perform data migration from existing systems to new systems. | X | |
| 11. Update configuration management documentation and asset inventory to reflect hardware and software changes. | X | |

## 5.6.4 DESKTOP SERVICES: SERVICE LEVEL REQUESTS (SLR)

A key objective of the City/County's decision to source IT services is to maintain effective service levels. The following minimum service levels are being requested by the City/County. The Service Provider must consistently meet or exceed the following SLRs as tracked and reported monthly to the City/County.

**NOTE:** The City/County realizes that this sourcing project presents a unique opportunity to learn from the past and apply it to the future. With that goal in mind, **the City/County is interested in and encourages the inclusion of any/all "creative and customer focused" SLRs** that you (the Service Providers) have had and/or are having success with and **encourage you to include them as additional and/or in replace of the SLRs listed below and a brief description of your rationale for doing so.**

| SLR Description | Performance Target | SLR |
|---|---|---|
| Response to incident or service request by Desktop technician | Within 2 hours of ticket receipt | 90% |
| Resolution of incident or service ticket by Desktop technician | Sev 1: Resolution within 2 hours | 98% |
| | Sev 2: Resolution within 4 hours | 95% |
| | Sev 3: Resolution within 8 business hours | 90% |
| | Sev 4: Resolution within 12 business hours | 90% |
| **Deployment – Desktop** | | |
| Urgent Request, New PC setup or reimaging single installation (High Priority) | 1 Business Day | 98% |
| PC setup or reimaging (single request):<br>1-5,<br>6-10,<br>11+ | PC setup or reimaging (single request):<br>1 business day,<br>5 business days,<br>10 business days | 95% |
| **Physical Equipment Moves** | | |
| Urgent Request, single move (High Priority) | 6 business hours | 98% |
| PC move (single request): | PC move (single request): | 95% |


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| SLR Description | Performance Target | SLR |
|---|---|---|
| 1-5,<br>6-10,<br>11+ | 1 business day,<br>5 business days,<br>10 business days | |
| **Customer Satisfaction** | | |
| Triggered Satisfaction Survey Response | Vendor Mgmt responds to any/all **dissatisfied** survey response by contacting the customer within 8 business hours and conducts RCA.<br>RCA is documented and reported monthly to C/C. | 100% |
| Close ticket survey | Brief 3-5 ques survey sent at ticket close. Avg rating of satisfied or very satisfied. | 95% |
| Annual Customer Satisfaction Survey - (conducted by independent 3rd party Surveyor) | Users surveyed should be very satisfied or satisfied | 96% |
| XLR: Desktop Services/ Device Performance | % of end user devices monitored | >80% |
| XLR: Desktop Services/ Device Performance | % of failed changes | <5% |
| XLR: Desktop Services/ Device Performance | % of issues reported vs. self-healing scripts deployed | >15% |
| Reporting | Report all contractual SLR/SLA and reporting requirements as per agreed upon frequency | 98% |

### 5.6.5 STANDARD DESKTOP REPORT REQUIREMENTS

Minimally, the following standard reports will be required. Others can/will be discussed/requested as needed/required

| Description | Timing |
|---|---|
| **SLR Compliance** | Measure daily, report monthly |
| **Service Failure Exception Reports** | Measure daily, report monthly |
| **Trending of Desktop Support Issues** | Measure daily, report quarterly |
| **Inventory Reports** | Measure daily, report monthly |
| **Root Cause Analysis Reports** | Measure daily, report monthly |

***Specific Service Provider Questions: Desktop Reports***

1. *In addition to the reports listed above, please include a BRIEF sample copy of any/all applicable standard desktop reports your organization utilizes for review and consideration.*
2. *Beyond what you are required to report contractually, please describe your organizations philosophy/approach to learning from and adapting your services based on reports management and analysis.*

## 5.7 NETWORK SERVICES

This section defines the service environment, service descriptions with roles and responsibilities, service level requirements (SLRs) and reporting required for the provision of network and server


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services including network security for supporting the wide area network (WAN) and local area networks (LANs) for the City/County.

### 5.7.1 NETWORK SERVICES GOALS AND CRITICAL SUCCESS FACTORS

1. Maximize and optimize equipment performance - Improve configuration management and performance testing as network equipment is deployed and periodic evaluation of help desk calls to identify trends in equipment failure.
2. Improve license management procedures – Management and version control of network software licenses should be tracked to ensure both compliance and application currency. Self-audits should be performed at least quarterly to determine compliance and anticipate licensing needs for the near future.
3. Prepare and maintain service-related documentation in a knowledgebase that will be available to service provider and City/County personnel.
4. Manage network systems performance to ensure optimum throughput.
5. Provide problem management resolution support to help desk staff and City/County network environment.
6. Manage and optimize a secure network environment ensuring that all networked components are effectively and efficiently integrated.
7. Maintain current and optimal operating system software and utilities on all networked platforms.

### 5.7.2 CURRENT NETWORK SERVICES ENVIRONMENT

#### 5.7.2.1 NETWORK BASELINE STATS

| Description | Totals | Additional Info |
|---|---|---|
| Total # of C/C locations supported by IT Network Services | 91 | |
| Total # of customers served by IT Network Services | Approx. 3,500 | Depending on time of year and seasonal employee headcount |
| Total # of devices deployed / supported by IT Network Services | 819 | Including: Servers, VM hosts, Routers, Switches, Firewalls, WAPs |
| Total # of servers (physical & virtual) deployed/supported | 297 | |
| Total # of Network O/Ss in the City/County supported by IT | Approx. 9 O/S's | Includes O/S versions for Windows Servers, Linux Servers, Firewalls, Routers, Switches, and WAPs |

### 5.7.3 NETWORK SERVICES REQUIREMENTS

Network services are those services and activities supporting use of the City/County LAN/WAN infrastructure. This includes provision, management, administration, support and troubleshooting of all City/County servers (physical & virtual), network devices such as routers, switches and hubs, maintaining a secure network environment, managing the enterprise applications, such as email, messaging, and virus and intrusion detection, and enabling internet access.


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### 5.7.3.1 NETWORK OPERATIONS AND ADMINISTRATION

The Service Provider will operate, monitor, and manage the City/County servers and LAN/WAN environment. Operations and administration responsibilities of the Service Provider will include (but not be limited to):

1. Provisioning to ensure that the network and servers will adequately support the needs of the City/County.
2. Monitoring/Managing City/County network security & cyber security policy to meet/exceed industry requirements and standards.
3. Maintaining network hardware and software to meet/exceed City/County as well as industry standards limits.
4. Monitoring, supporting, and growing the wireless access points (WAPs) in use throughout the City/County.

### 5.7.3.2 NETWORK PROVISIONING

The Service Provider will perform services and activities associated with the provisioning of the network infrastructure. The table below includes (but is not limited to) the following primary roles and responsibilities associated with network provisioning.

| Provisioning Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Development of strategy and direction of networks and servers | X(S) | X(P) |
| 2. Develop and document network and server provisioning requirements and policies. | X (P) | X (S) |
| 3. Develop and document procedures for provisioning and administration that meet requirements and adhere to defined policies. | X(S) | X(P) |
| 4. Perform capacity planning to develop network and server resource requirements projections and associated databases. | X (P) | X (S) |
| 5. Manage network systems performance to ensure optimum throughput. | X(P) | X(S) |
| 6. Coordinate ordering and procuring of network circuits from public carriers. | X(S) | X(P) |
| 7. Manage the efforts of public carriers (and other third parties) to meet defined schedules, project plans, etc. | X | |
| 8. Ensure that all new circuits, devices and network software provisioned are included in configuration management documentation. | X | |
| 9. Provide estimates for assets and services not included in the scope of this SOW. | X | |

### 5.7.3.3 NETWORK ADMINISTRATION SERVICES

The Service Provider will perform services and activities associated with the administration of the network environment. The table below includes (but is not limited to) the following primary roles and responsibilities associated with network administration services.

| Administration Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document network and server administration requirements and policies. | X (S) | X (P) |
| 2. Develop and document procedures for administration that meet requirements and adhere to defined policies. | X | |


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| Administration Roles and Responsibilities | SP | C/C |
|---|---|---|
| 3. Approve administration procedures. | | X |
| 4. Maintain IP addressing schemes, router and switch configurations, routing tables, VPN configurations, etc. | X | |
| 5. Manage user accounts (City/County and affiliated entities) as needed for accessing and using network and enterprise application resources. | X | |
| 6. Ensure that network and server administration activities are coordinated through defined change control processes. | X | |

### 5.7.3.4 NETWORK & CYBER SECURITY

The City/County maintains data that must remain secure at all times. The Service Provider must maintain a physically and cyber secure environment including limited access to servers and storage environment. The table below includes (but is not limited to) the following primary roles and responsibilities associated with network & cyber security.

| Network Security & Cyber-Security Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop information security & cyber security requirements and policies. | X (S) | X (P) |
| 2. Develop and document security & cyber security procedures that meet requirements and adhere to defined policies. | X | |
| 3. Approve security & cyber security procedures and policies. | | X |
| **4. Ensure proper cyber security talent is secured through relevant IT roles: Such as: Network admins, System admins, CIO's and the like.** | X | |
| **5. Ensure up-to-date cyber security methods are being employed, including but not limited to:**<br>**a. Closely monitor relevant known vulnerabilities**<br>**b. Implement latest relevant MFA**<br>**c. Monitor data traffic to:**<br>**i. Establish known patterns**<br>**ii. Identify anomalies**<br>**iii. Thwart persistent threat actors** | X | |
| **6. Ensure up-to-date cyber security methods are being employed, including but not limited to:**<br>**a. Develop and follow a thorough, cautious patch regimen**<br>**b. Conduct routine security exercise (i.e. Penetration tests, Vulnerability assessments, and etc.)**<br>**c. Implement appropriate encryption (i.e. end to end, end point device encryption and network traffic)** | X | |
| 7. Ensure that appropriate security & Cyber security measures exist at all points of entry into the City/County IT environment. | X | |
| 8. Monitor, track, and report security policy violations and security violation attempts. | X | |
| 9. Plan & execute countermeasures in response to security & cyber security violation attempts. | X | |
| 10. Implement and maintain spyware, adware, spam, and virus protection processes. | X | |


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| Network Security & Cyber-Security Roles and Responsibilities | SP | C/C |
|---|---|---|
| 11. Implement automated process to ensure that network attached City/County devices are kept at current levels of security & cyber security protection. | X | |
| 12. Perform, coordinate, and assist as required in policy and process audits to ensure that policies and procedures fully address security issues. | X | |

***Specific Service Provider Questions: Network Security***

1. *Describe the frequency with which the City/County can expect your organization to conduct system security and cyber security audits and how your organization will involve the City/County in system security audits.*
2. *Describe your organization's approach to assessing the City/County's application vulnerabilities and security/cyber security risks.*
3. *Describe your process and any tools your organization will utilize/implement to enable centralized security monitoring of network traffic, and provide automated alerts upon detecting violations*

### 5.7.3.5 NETWORK MONITORING AND PROBLEM RESOLUTION SERVICES

The Service Provider will perform services and activities associated with monitoring the network and resolving identified problems. The table below includes (but is not limited to) the following primary roles and responsibilities associated with network monitoring and problem resolution services.

| Monitoring and Problem Resolution Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document requirements and policies for network and server monitoring and problem management. | X (S) | X (P) |
| 2. Develop and document monitoring and problem management procedures, including escalation thresholds that meet requirements and adhere to defined policies. | X | |
| 3. Approve network and server monitoring and problem management procedures. | | X |
| 4. Provide and implement appropriate tools to track and monitor web traffic. | X | |
| 5. Implement measures for proactive monitoring and self-healing capabilities to limit outages to the network. | X | |
| 6. Monitor network 24 hours per day, 7 days per week. | X | |
| 7. Identify network problems involving circuits, hardware, software and resolve in accordance with SLRs. Coordinate activities with the help desk. Escalate as required. | X | |
| 8. Coordinate resolution of circuit problems with third parties, including public carriers, ISP, and City/County affiliates using the network. | X | |
| 9. Track and report status of network and server activities and problems. | X | |
| 10. Ensure that all network and server monitoring and problem resolution activities conform to defined change control procedures. | X | |


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### 5.7.3.6 NETWORK HARDWARE MAINTENANCE

The Service Provider will perform all services and activities associated with maintaining network hardware. The table below includes (but is not limited to) the following primary roles and responsibilities associated with network hardware maintenance services.

| Network Hardware Maintenance Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document hardware maintenance and repair requirements and policies. | X (S) | X (P) |
| 2. Develop and document hardware maintenance and repair procedures that meet requirements and adhere to defined policies. | X | |
| 3. Approve hardware maintenance and repair procedures. | | X |
| 4. Identify physical facilities changes needed to support installation of new or upgraded hardware. | X | |
| 5. Coordinate/perform facilities changes needed to support installation of new/upgraded hardware. | X (P) | X (S) |
| 6. Install (or coordinate installation of) new or enhanced network hardware components to meet City/County communications requirements. | X | |
| 7. Perform diagnostics as needed to identify the cause of hardware problems, and report findings. | X | |
| 8. Install manufacturer change orders, firmware upgrades, and other service provider-supplied hardware improvements for network supported hardware. (especially "core" devices) | X | |
| 9. Replace defective parts on network supported hardware. | X | |
| 10. Coordinate maintenance activities and repair of third-party service provider-supported hardware. | X | |
| 11. Monitor hardware warranties to ensure that parts under warranty are replaced under the terms of the warranty. | X | |
| 12. Ensure that all hardware maintenance activities conform to configuration management and change control processes. | X | |

### 5.7.3.7 NETWORK PERFORMANCE MANAGEMENT

The Service Provider will perform services and activities associated with managing the performance of the network environment. The City/County is interested in understanding what opportunities there are for optimizing network capacity. The table below includes (but is not limited to) the following primary roles and responsibilities associated with network performance management services.

| Performance Management Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document network performance requirements and projections. | X (S) | X (P) |
| 2. Develop and document performance management procedures that meet requirements and adhere to defined policies. | X | |
| 3. Approve performance management procedures. | | X |
| 4. Perform tuning to maintain optimum performance across the network. | X | |
| 5. Manage network resources, devices, and traffic to meet defined availability and performance SLRs. | X | |


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| Performance Management Roles and Responsibilities | SP | C/C |
|---|---|---|
| 6. Provide technical advice and support to the help desk, desktop and application maintenance and development staffs as required. | X | |
| 7. Evaluate, identify, and recommend configurations or changes to configurations that will enhance network performance. | X | |
| 8. Implement improvement plans. Coordinate with third-party carriers as required. | X | |

***Service Provider Questions: Network Performance Management***

1. *Discuss as part of your response what approach you would take to balance performance needs with capacity issues both now and for the future when the need for storage capacity is ever increasing.*

### 5.7.3.8 NETWORK CONFIGURATION MANAGEMENT

The Service Provider will perform services and activities associated with tracking and managing the configuration of individual system components and identification of the relationships and dependencies among them. The table below includes (but is not limited to) the following primary roles and responsibilities associated with network configuration management services.

| Configuration Management Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document network configuration and server management requirements and policies. | X (P) | X (S) |
| 2. Develop configuration management procedures that meet requirements and adhere to defined policies. | X | |
| 3. Approve configuration management procedures. | | X |
| 4. Document and maintain network, server, and enterprise application specifications, configurations, topology, and diagrams. | X | |
| 5. Document and maintain inventory of all software used in managing the network environment. | X | |
| 6. Document and maintain configuration inventory of all hardware used in the network environment. | X | |
| 7. Document and maintain inventory of all network circuits and point-to-point connections in the network environment. | X | |
| 8. Provide information about the configuration, functionality, and other aspects of the network upon request. | X | |
| 9. Ensure that disaster recovery documentation correctly reflects the network environment. | X | |

### 5.7.3.9 ENTERPRISE SYSTEMS ADMINISTRATION

The Service Provider will perform services and activities associated with the support of existing and future enterprise computing systems, such as email, calendaring, and mail messaging delivery components and etc. The table below includes (but is not limited to) the following primary roles and responsibilities associated with enterprise systems administration services.


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| Enterprise Application Computing Services Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document enterprise application computing systems requirements and policies. | X (P) | X (S) |
| 2. Develop procedures for performing enterprise application systems administration that meet requirements and adhere to defined policies. | X | |
| 3. Approve enterprise application systems administration procedures. | | X |
| 4. Set up and manage user accounts, perform access control, manage files, and disk space. | X | |
| 5. Provide technical assistance and subject matter expertise as required by the City/County staff and third-party Service Providers for enterprise application computing products and solutions. | X | |
| 6. Perform system or component configuration changes necessary to support enterprise computing services. | X | |
| 7. Install/apply preventative maintenance releases and fixes, service packs, and other program services provided by third-party software Service Providers to ensure proper operation of installed software. | X | |
| 8. Upgrade software to new versions/releases as needed to provide improved/enhanced functionality. | X | |
| 9. Perform diagnostics as needed to identify the cause of software problems and report findings. | X | |
| 10. Ensure that all software maintenance activities conform to configuration management and change control processes. | X | |

### 5.7.3.10 NETWORK STORAGE AND DATA MANAGEMENT

The Service Provider will perform services and activities associated with managing data and maintaining storage resources for the network environment. The table below includes (but is not limited to) the following primary roles and responsibilities associated with network storage and data management services.

| Storage and Data Management Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document network storage and data management requirements and policies. | X (S) | X (P) |
| 2. Develop procedures for performing network storage management that meet requirements and adhere to defined policies. | X | |
| 3. Approve network data and storage management procedures. | | X |
| 4. Perform capacity planning to develop storage and data management requirements projections for network and distributed environment. | X (P) | X (S) |
| 5. Monitor and control storage access and performance according to defined management policies. | X | |
| 6. Perform data backups and restores per established procedures and service level requirements for all devices. | X | |

### 5.7.3.11 NETWORK BACKUP/RESTORE

The Service Provider will perform services and activities associated with developing and maintaining a comprehensive plan to backup and restore the data and programs of the City/County. The Service


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Provider will maintain and execute backup procedures that will ensure full restoration of City/County computing services throughout the enterprise in a timely fashion in the event of hardware or software failures and/or data loss due to malware, corruption and/or by other means. The table below includes (but is not limited to) the following primary roles and responsibilities associated with network backup/restore services.

| Backup Schedule | | | |
|---|---|---|---|
| **Tier I** | Daily | With Logs | Incremental, stored offsite and/or alternate location |
| **Tier II** | Weekly | With/out Logs | Incremental, stored offsite and/or alternate location |
| **Tier III** | Monthly | With Logs | Incremental, stored offsite and/or alternate location |
| **Tier IV** | Quarterly | With Logs | Full back up, stored offsite and/or alternate location |

| **Backup/Recovery Roles and Responsibilities** | **SP** | **C/C** |
|---|---|---|
| 1. Define backup/restore requirements and policies for City/County systems. | **X(S)** | **X(P)** |
| 2. Develop and document a backup/restore plan and procedures that meet requirements and defined policies for continuing operation of systems and services. | **X** | |
| 3. Develop RTO (Recovery Time Objectives) and RPO (Recovery Point Objectives as part of the test procedures | **X(S)** | **X(P)** |
| 4. Review and approve backup/restore plans and procedures. | | **X** |
| 5. Test backup and restore capabilities on an agreed-upon regular basis | **X** | |

***Specific Service Provider Questions: Network Backup/Restore***

1. *Please describe your proven/tested methodology and approach for a comprehensive, efficient yet cost effective backup and restore process.*

## 5.7.4 NETWORK SERVICES: SERVICE LEVEL REQUESTS (SLR)

A key objective of the City/County's decision to outsource IT services is to maintain effective service levels. The following minimum service levels are being requested by the City/County. The Service Provider must consistently meet or exceed the following SLRs as tracked and reported monthly to the City/County.

**NOTE:** The City/County realizes that this sourcing project presents a unique opportunity to learn from the past and apply it to the future. With that goal in mind, **the City/County is interested in and encourages the inclusion of any/all "creative and customer focused" SLRs** that you (the Service Providers) have had and/or are having success with and encourage you to include them as additional and/or in replace of the SLRs listed below and a brief description of your rationale for doing so.


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| SLR Description | Performance Target | SLR |
|---|---|---|
| **Server** | | |
| Production Applications and Databases | Sun-Sat, 000-2400 | 99.9% |
| Production messaging Servers (e-mail) | Sun-Sat, 000-2400 | 98.0% |
| Shared Storage systems | Sun-Sat, 000-2400 | 98.0% |
| QA/Test Systems and Servers | Sun-Sat, 000-2400 | 95.0% |
| Internet Access Availability | Sun-Sat, 000-2400 | 99.9% |
| LAN Availability | Sun-Sat, 000-2400 | 99.9% |
| Wireless Network Availability | Sun-Sat, 000-2400 | 99.9% |
| Application Response Time: Production Systems | Transactions complete < 2.0 sec | 98.0% |
| **Customer Satisfaction** | | |
| Triggered Satisfaction Survey Response | Vendor Mgmt responds to any/all **dissatisfied** survey response by contacting the customer within 8 business hours and conducts RCA.<br>RCA is documented and reported monthly to C/C. | 100% |
| Close ticket survey | Brief 3-5 ques survey sent at ticket close. Avg rating of satisfied or very satisfied. | 95% |
| Annual Customer Satisfaction Survey - (conducted by independent 3rd party Surveyor) | Users surveyed should be very satisfied or satisfied | 96% |
| **System/Server/Network Administration (All Platforms)** | | |
| **Capacity/Performance:**<br>Continuously monitor server and network capacity and performance and storage capacity for defined threshold alerts and anomalies.<br>Notify City/County when alerts are triggered, or anomalies are identified on system resources. | 1-hour notification of City/County of verification of event trigger or anomaly identification. | 100.0% |
| **Capacity/Performance Planning:**<br>Trend Analysis and reporting across all platforms. Capacity change requests - Server & Storage | Monthly analysis reports and interim reports on rapidly developing events and trend identification. | 100.0% |
| Deploy service/security patches and antivirus updates necessary to protect or repair environment vulnerabilities. | Same business day as signoff subject to agreed-upon change control procedures. | 100.0% |
| Deployment: New Server | Virtual server - 1 business day<br>Physical server, 3 business days (upon receipt of equipment) | 100.0% |
| Critical Restore Requests: | 1 Hour to begin the restore process. 8 hours to complete the process. | 99.0% |
| Non-Critical Restore Requests | 1 day to begin from time of notification by Service Recipient. 2 days to complete | 95% |
| Backup Services: Server Backup | Tier I (Daily with logs – incremental) | 99.0% |


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| SLR Description | Performance Target | SLR |
|---|---|---|
| | Tier II (Weekly without logs – incremental)<br>Tier III (Monthly – with logs – Full) | 100%<br>100% |
| Reporting | Report ALL contractual SLR/SLA and reporting requirements below as per agreed upon frequency & schedule | 98% |

### 5.7.5 STANDARD NETWORK AND SERVER SERVICES REPORT REQUIREMENTS

Minimally, the following standard reports will be required. Others can/will be discussed/requested as needed/required

| Description | Timing |
|---|---|
| **SLR Compliance** | Measure daily, report monthly |
| **Response Time by Application** | Measure daily, report monthly |
| **Trending of Network Support Issues** | Measure daily, report quarterly |
| **Maintenance Monitoring Reports as per defined schedules** | Measure daily, report monthly |
| **Security Monitoring Reports as per defined schedules** | Measure daily, report monthly |
| **Detailed Outage Reports** | Measure daily, report monthly |
| **Capacity Planning Reports** | Measure daily, report monthly |
| **Root Cause Analysis Reports** | Measure daily, report monthly |

***Specific Service Provider Questions: Network and Server Services Reports***

1. *In addition to the reports listed above, please include a sample copy of any/all applicable standard network reports your organization utilizes for review and consideration.*
2. *Beyond what you are required to report contractually, please describe your organizations philosophy/approach to learning from and adapting your services based on reports management and analysis.*

## 5.8 ASSET MANAGEMENT

### 5.8.1 ASSET ACQUISITION

The Service Provider will perform services and activities associated with the evaluation, selection and acquisition of new and upgraded hardware and software as requested by the City/County. While the City/County will have responsibility of asset acquisition, it is interested in reserving the ability to take advantage of the purchasing power of the Service Provider if it is financially advantageous. The City/County anticipates that it will work closely with the Service Provider in the acquisition of hardware and software. The following description of roles and responsibilities reflect that close working relationship.

| Asset Acquisition Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document asset acquisition requirements and policies. | X(S) | X(P) |


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| Asset Acquisition Roles and Responsibilities | SP | C/C |
|---|---|---|
| 2. Develop and document asset acquisition procedures that meet requirements and adhere to defined policies. | | X |
| 3. Review and approve asset acquisition procedures. | | X |
| 4. Develop and maintain list of pre-approved suppliers. | X(S) | X(P) |
| 5. Demonstrate that best efforts are being pursued to obtain best pricing (e.g., use of pooled government procurement mechanisms). | | X |
| 6. Assist in periodic audits of procurement procedures. | X(S) | X(P) |
| 7. Manage the asset ordering, procurement, and delivery processes in compliance with City/County procurement and acceptance processes. | | X |
| 8. Manage and track service orders. | | X |
| 9. Ensure that new assets comply with established City/County IT standards and architectures. | X(S) | X(P) |
| 10. Review and approve selection of hardware to be installed in City/County facilities and software to be installed on City/County hardware. | | X (P) |
| 11. Provide estimates for assets and services not included in the scope of the SOWs. | X (S) | X (P) |

## 5.8.2 ASSET MANAGEMENT AND TRACKING

The Service Provider will perform services and activities associated with managing and tracking new and upgraded hardware and software. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with asset management and tracking services. The City/County is interested in significant improvements in this area, specifically in the tracking of software licenses.

| Asset Management and Tracking Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document asset management requirements and policies that cover both owned and leased assets. | X (S) | X (P) |
| 2. Develop and document asset management procedures that meet requirements and adhere to defined policies. | X | |
| 3. Review and approve asset management procedures. | | X |
| 4. Establish, update, and maintain and otherwise act as custodian of an asset inventory database and system configuration documentation, including software license documentation. | X (P) | X (S) |
| 5. Maintain the records necessary to track, manage and support warranty services of all assets (e.g., asset/serial number, program number, physical license, install date and location - including location history). | X | |
| 6. Track status and timing of in-force service contracts and licenses. Notify City/County of expiration and renewal requirements. | X (P) | X (S) |
| 7. Provide asset inventory reports upon request. | X | |
| 8. Provide ability for direct end-user inquiry into asset database. | X | |
| 9. Terminate, dispose of, or relocate assets as needed/specified by the City/County. Provide disposition reports as needed. | X | |

***Specific Service Provider Questions: Asset Management & Tracking***


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1. *Please describe your approach to measuring and maintaining a high level of quality and accuracy of your asset management database for both hardware and software assets.*

## 5.8.3 ASSET MANAGEMENT: SERVICE LEVEL REQUESTS (SLR)

A key objective of the City/County's decision to source IT services is to maintain effective service levels. The following minimum service levels are being requested by the City/County. The Service Provider must consistently meet or exceed the following SLRs as tracked and reported monthly to the City/County. The percentage below refer to the percentage of devices that are accurately tracked.

| SLR Description | Performance Target | SLR |
|---|---|---|
| **Asset Management** | | |
| Target A: Network attached - Automatic Discovered Data Fields | | 98% |
| Target B: Network Attached - Manually Updated Data Fields | | 95% |
| Target C: Non - Network Attached - manually Updated Data Fields | | 90% |
| **True ups & Corrections** | | |
| Target A: Network attached - Automatic Discovered Data Fields | SLR added to measure response to inaccurate data. Within 10 business days data will be restored to within the percentage goals | 98% |
| Target B: Network Attached - Manually Updated Data Fields | | 95% |
| Target C: Non-Network Attached - manually Updated Data Fields | | 90% |


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## 5.9 SCOPE OF SERVICES: APPLICATION SERVICES

This section defines the service environment, service descriptions with roles and responsibilities, service level requirements (SLRs) and reporting requirements for the provision of application enhancement, development, maintenance, and support services supporting the current portfolio of applications at the City/County.

### 5.9.1 APPLICATION SERVICES GOALS AND CRITICAL SUCCESS FACTORS

1. Maintain and enhance service level standards for application support issues tied to criticality of need
2. Provide accurate estimates for application enhancement and development activities
3. Provide best practice project management techniques for all application services activities
4. Manage application performance to ensure optimum throughput
5. Continually measure customer satisfaction for all application services activities
6. Provide a long-range plan and a methodology for retirement decisions for legacy applications where appropriate.

### 5.9.2 CURRENT APPLICATION SERVICES ENVIRONMENT

The overall goal for the application services environment is to provide high quality customer service in a cost-effective manner. The City/County is looking for a service provider to be innovative in recommending how these services will continue to be provided. A key goal for the City/County is to ensure that existing applications continue to function effectively and meet the growing needs of its employees and constituents until such time as the application can be significantly modified or replaced.

Application Services include the activities associated with the maintenance, enhancement, development and support of applications, including: modifications for limited improvements in functionality or troubleshooting; new application development; development of minor enhancements required to meet all functional, regulatory and legal requirements; general support such as providing end-users with answers to basic questions regarding those legacy applications, and any related database administration maintenance activities.

The City/County prefers, whenever possible, to implement packaged solutions. Therefore, while there can be some development tasks that fall under this scope, most are related to GIS, web support, or integration of packages into the environment, including writing interfaces to legacy applications, developing reporting programs, converting data, etc. However, there is occasionally a need for minor application development services that fall under this scope of work.

Currently the City/County maintains support of existing applications, as well as development of new applications through the current sourcing provider. These support and development functions are provided by a team comprised of Technical Specialists, Database Administrators, .NET Developers, and management staff.

The existing applications list is extensive and ranges from small single-user databases to large enterprise implementations serving several hundred users. While many of these applications are purchased 3rd-party applications and systems, a large number of them have been developed in-house by the outsourcing provider and previous vendors. The existing applications currently being


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supported are based upon several different technologies such as C#.net, MS SQL Server database, Visual Basic 6, JAVA, VB.NET, VBA, HTML5, and Unix scripting language.

#### 5.9.2.1 APPLICATION SERVICES BASELINE STATS

| Description | Totals | Additional Info |
|---|---|---|
| Total # of C/C Applications supported by IT Application Services | 57 | There are more applications that are supported directly by the respective application vendor and not local IT |
| Total # of C/C Databases supported by IT Application Services | 72 | There are more databases that are supported directly by the respective app/DB vendor and not local IT |
| Total # of Databases in use at C/C | Approximately 360 | This includes, but not limited to SQL, Access, or proprietary databases owned or created by the C/C, and either supported by another vendor or without support from anyone. |

**NOTE: Please see "Appendix J: Exhibits Tables" of this RFP document for further detail and asset inventory listings for the Application Services area.**

#### 5.9.2.2 GEOSPATIAL INFORMATION SERVICES (GIS)

The Geospatial Information Services (GIS) provided by the City/County IT are widely utilized throughout the enterprise.

**The Service Provider should be able to discuss its expertise and qualifications to do the following:**

**1. GIS Planning and Analysis**

- **a.** Conduct analyses of departmental needs for GIS development
  - ✓ Conduct departmental interviews with key personnel and/or clients
  - ✓ Examine and documenting current and planned business processes
  - ✓ Document technical and business requirements
  - ✓ Design data architecture and design consulting and planning
- **b.** Develop a GIS strategic plan which may include the phasing and prioritization of projects
- **c.** Document recommended policy, guidelines and procedures including administration, GIS maintenance, operations, and security

**2. GIS data analysis and data layer creation**

1. Integrate existing data sources and data layers. Integration may also be with other key technologies including but not limited to web-based applications, document management, and multimedia technologies
2. Convert data from legacy or stand-alone applications
3. Train customers in GIS applications, including but not limited to data maintenance procedures, maintenance, use and support


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4. Project Manage GIS application development and integration including monitor schedules and deliverables, quality assurance, communications

### 3. GIS Application Development

Application development services cover GIS desktop and Web applications and include the development of new applications as well as enhancements and upgrades of existing applications. The qualified vendor(s) must possess skills in the following development platforms:

a. Development of ESRI's ArcGIS Server technology
b. Arc-Objects programming using VB/COM
c. Java Scripts/REST/Virtual Earth API
d. XML and Web Services
e. GIS system integration with non-spatial technologies
f. Python

### 4. GIS Application Architecture Support

a. Manage the day-to-day support of the enterprise geospatial applications and services.
b. Serve as subject matter expert to other development partners as well as enterprise project teams with regard to utilization of geospatial web-services and integrations.

| Geospatial Information Services & Responsibilities | SP | C/C |
|---|---|---|
| 1. Establish and maintain a GIS strategic plan and an annual work plan. | X (S) | X(P) |
| 2. Establish and maintain policies, guidelines, and procedures governing the delivery of Geospatial services. To include licensing, administration, and security. | X (S) | X(P) |
| 3. Maintain user and library inventories as required by the GIS license agreement. | X (P) | X(S) |
| 4. Install/apply preventative maintenance releases and fixes, service packs, and other program services provided by GIS software vendors to ensure proper operation of installed software. | X | |
| 5. Respond to user requested installations of desktop GIS software throughout the enterprise. | X | |
| 6. Maintain the Enterprise GIS data editing workflows. | X | |
| 7. Provide GIS software training through both classroom and individual sessions. | X | |
| 8. Maintain user and library inventories as required by the GIS license agreement. | X | |
| 9. Manage the City/County Enterprise GIS applications, web-services, and mapping services. | X | |
| 10. Through established prioritization processes, design, developer, test, and implement GIS applications. | X | |
| 11. Ensure that all software, data, and application maintenance activities conform to configuration management and change control processes. | X | |

***Specific Service Provider Questions: Geospatial Information***

1. *Explain your organizations experience with GIS strategic planning.*


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2. *Describe how your organization will ensure that the City/County will receive the full benefits of GIS software upgrades and advancements in technology. Please explain your creative approach to management of the upgrade process.*
3. *Describe your organizations suggested approach to training of end-users in the use of GIS software.*
4. *Describe a recent and most relevant, preferably in public-sector, GIS development or integration engagement/project that your organization has completed.*
5. *Describe your methodology for managing the day-to-day support of the enterprise GIS infrastructure and applications.*

### 5.9.2.3 CITY/COUNTY PUBLIC WEBSITE

Content on the public websites is the responsibility of the various City Departments and County Agencies and is authored and maintained by approximately 200 web editors and authors throughout those entities. The City/County IT manages the overall structure and look and feel of the websites and has established a governance process for the public websites. The following table identifies (but does not limit) the underlying roles and responsibilities associated with the public websites.

| Public Website Roles & Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document requirements and policies for the use of the public websites. | X (S) | X (P) |
| 2. Develop and document procedures for the use of the public websites that meet requirements and adhere to defined policies. | X | |
| 3. Review and approve public websites procedures. | | X |
| 4. Maintain and troubleshoot standard templates, master pages, style sheets and web forms. | X | |
| 5. Manage the structure of the public websites. | X | |
| 6. Maintain the integrity, accuracy, security and timeliness of published content. | X(P) | X(S) |
| 7. Provide support for multi-lingual versions of published content. | X | |
| 8. Assist content editors in publishing new content. | X | |
| 9. Provide graphic design support for implementing new elements conforming to the current look and feel of the websites. | X | |
| 10. Determine graphic look and feel of the public websites. | X(S) | X(P) |
| 11. Provide graphic design support to implement any changes to the look and feel of the websites. | X | |
| 12. Serve as a technical resource to the website's user group(s). | X | |

***Specific Service Provider Questions: Public website***

1. *Please describe your experience supporting a public website and the content creators.*

### 5.9.2.4 INTRANET

Content on the intranet sites are the responsibility of the Departments, Agencies, or project teams for whom the various sub-sites have been established. City/County IT manages the overall structure


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and look and feel of the portals and has established a governance process for the intranet sites. For the intranet, the governance includes delegation of site administration authority to designated individuals or groups for Agency/Department/Project sites. The following table identifies (but does not limit) the underlying roles and responsibilities associated with the City/County intranet.

| Intranet Roles & Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document requirements and policies for the use of the intranet sites. | X (S) | X (P) |
| 2. Develop and document procedures for the use of the intranet that meet requirements and adhere to defined policies. | X | |
| 3. Review and approve intranet policy & procedures. | | X |
| 4. Deploy, maintain, and troubleshoot standard master pages, templates, and style sheets. | X | |
| 5. Assist end user site administrators in the creation of new sites and sub-sites as needed. | X | |
| 6. Assist end user site administrators with site feature activation and deactivation as needed. | X | |
| 7. Assist end user site administrators with user and group permissions administration as needed. | X | |
| 8. Administer SharePoint search scopes and index crawls. | X | |
| 9. Provide graphic design support to end users as needed. | X | |
| 10. Perform periodic migration of content and structure from production farm to test/staging farm. | X | |

## 5.9.3 APPLICATION DEVELOPMENT, MAINTENANCE AND SUPPORT REQUIREMENTS

The following activities are within the scope of applications services.

### 5.9.3.1 ACCOUNT MANAGEMENT, GOVERNANCE AND REPORTING

The Service Provider is to implement a management structure to facilitate communications between the Service Provider, its subcontractors, and the City/County and to address and resolve concerns escalated by either the Service Provider or the City/County. Routine meetings and reporting processes must be defined **to ensure a smooth interface and timely resolution of issues**.

The City/County seeks a single point of contact scenario with the service provider. The City/County will not resolve issues or disputes between the Service Provider's personnel and any subcontractors retained by the Service Provider.

For operational services such as problem resolution, help desk inquiries, desktop software procurement, and the like, there must be routine and continuous interaction between the Service Provider's employees and the City/County's customer base. This operational interface will determine the satisfaction of the City/County's employees with the services delivered by the Service Provider. The Service Provider is expected to continuously measure and improve its service delivery and customer satisfaction with those services.


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The Service Provider will perform services and activities associated with reporting on the ongoing status of the service environment. The Service Provider is to assemble and create regular reports on the performance of outsourced functions in order to assist in the effective management of the Service Agreement and enable continuous improvement of the in-scope services. Reports must be compiled and distributed to the City/County management in agreed upon formats. Reports must be compiled and published on all functions, including performance, SLRs, cost management and subcontractor relationships on an enterprise-wide and department-level basis. These reports must include the measurement of the Service Provider's actual performance against the required service levels. The City/County seeks a Service Provider that will operate under the principles of full financial and operational disclosure to the City/County with respect to the service agreement and the parties' relationship. The City/County expects the Service Provider to accommodate management's decisions on reporting formats, content, and frequency.

The following table identifies (but is not limited to) the underlying roles and responsibilities associated with account management reporting services.

| Account Management Reporting Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Develop and document account management/reporting requirements and policies. | X (S) | X (P) |
| 2. Develop and document account management reporting procedures. | X | |
| 3. Approve account management reporting procedures. | | X |
| 4. Develop and document criteria and formats for administrative, service activity and service level reporting. | X (P) | X (S) |
| 5. Develop and implement customer satisfaction program for tracking the quality of service delivery to City/County. Coordinate program with other Service Providers. | X (P) | X (S) |
| 6. Measure, analyze, and report system and service performance relative to requirements. | X | |
| 7. Prepare performance and other service level reports and provide as scheduled. | X | |
| 8. Prepare and provide activities reports and others as defined. | X | |
| 9. Prepare reports on statistics, root cause analysis and trends as requested. | X | |
| 10. Perform or support operations and other audits periodically. | X (S) | X (P) |
| 11. Develop plans and procedures to ensure financial transparency in operations. | X | |

***Specific Service Provider Questions: Account Management and Governance***

1. *Describe your governance process and the management structure your organization intends to implement for managing its relationship with the City/County.*
2. *Describe how your organization monitors its performance of services. Provide examples of performance metrics, benchmarking techniques, and report content. Explain how performance monitoring is leveraged to promote continuous process improvement.*
3. *Describe your approach for ongoing communication with the customer base. Provide examples of newsletters, intranet communications, etc. you have used with clients to help manage change and set service expectations.*


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### 5.9.3.2 TRANSITION MANAGEMENT

The Service Provider is to implement an expeditious and seamless transition of services, without interruption, from the current services to those within the scope of this RFP. The transition plan should include, among other things, the manner in which the Service Provider will assume responsibility both during and after the transition period is completed of the service agreement for the following:

1. The provision of services including handoff/transfer of existing/open helpdesk tickets on switch over date.
2. Assumption of major projects
3. Management of assets and resources
4. Consistent and ongoing communication with the City/County's departments and agencies
5. Management of City/County's current third-party contractors for whom the Service Provider will act as agent
6. Identification of contracts and licenses requiring cancellation or assignment to the City/County to the extent practicable
7. Manage subcontractor relationships and arrangements.

The details and timing of the transition plan shall be included in the (to be negotiated) services agreement, based upon discussions with the Service Provider.

***Specific Service Provider Questions: Transition Management***

1. *Provide your organization's transition plan. The transition plan must include sections that identify the tasks, timeframes for the tasks, milestones, roles and responsibilities for City/County and Service Provider personnel, and any major task contingencies.*
2. *Describe how your organization proposes to manage the transition of in-scope services to your organization.*
3. *Provide a plan for communicating to the customer base during the transition.*
4. *Describe your experience with managing the change from an existing Service Provider to your company (if applicable).*
5. *Describe how your organization proposes to meet or exceed service levels within 3 months of contract implementation.*
6. *Describe your organization's experience in managing complicated transitions involving dispersed IT environments.*
7. *Describe the anticipated impact that the transition will have on normal City/County business operations. Identify the anticipated disruption that transition tasks will have on the City/County's normal work environment and how your organization will minimize and manage any disruption.*

### 5.9.3.3 PLANNING AND ANALYSIS

Planning and analysis for application maintenance and support services involves those activities associated with the maintenance (or creation) of user, business and technical requirements and specifications to update or enhance City/County legacy application systems.

Planning and Analysis services to be performed by the Service Provider will include at a minimum:

1. Requirements definition: Those activities associated with the assessment of user needs used to determine technical design.


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2. Design specifications: The development of the overall approach to satisfying the application requirements, such as creating documentation that specifies all components, program modules, data stores, interfaces, interface components and associated operations procedures for the City/County technical environment; and

3. Accurate and comprehensive project estimation including due dates and milestone delivery dates.

#### 5.9.3.4 ANNUAL IT AUDITS

The Provider will perform and/or assist with the services and activities associated with conducting annual IT audits. The following identifies (but is not limited to) the primary roles and responsibilities associated with application requirements definition activities.

| Requirements Definition Roles and Responsibilities | SP | C/C |
|---|---|---|
| **Account Provisioning & Deprovisioning** | | |
| 1. Create and review procedures and policies for provisioning and deprovisioning accounts. | X(P) | X(S) |
| 2. Create standard automated processes for creating and removing accounts. | X | |
| 3. Review role-based account access for each access based internal system. | X(P) | X(S) |
| **Regular Access Reviews** | | |
| 1. Create and review procedures and policies for auditing the access granted for key applications. | X(P) | X(S) |
| 2. Submit a quarterly report on the accounts with access to each application and their level of access. | X | |
| **Security and application administration** | | |
| 1. Identify functions that, from an internal controls standpoint, should only be assigned only to system administrators. | X | |
| 2. Regularly review the people that have administrative access and remove access from people<br>• With end-user functions in the system.<br>• With no job roles that require administrative duties. | X | |
| 3. Ensure logging is on for all critical admin activities in each system. | X | |
| 4. Create and review procedures and policies for the review of admin access logs.<br>• The procedures should document who performs the review, what security admin activities are included, how it is determined that actions are appropriate, and how often/when such activities will be reviewed. | X | |
| 5. Perform such reviews on a regular basis (e.g., monthly, or quarterly), documented, approved, and maintained for future reference and regular reporting. | X | |
| **Remote Access** | | |
| 1. Create and review procedures and policies for reviewing the remote access rights for user accounts. | X(P) | X(S) |
| 2. Create regular reports to management on the remote access accounts. | X | |


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### 5.9.3.5 APPLICATION REQUIREMENTS DEFINITION

The Provider will perform the services and activities associated with the assessment of user needs and requirements for legacy systems. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with application requirements definition activities.

| Requirements Definition Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Document business, functional and technical requirements in agreed upon formats. | X(S) | X(P) |
| 2. Approve requirements definition documents. | | X |
| 3. Maintain and enhance a standard for prioritization and justification for all application services requests and activities | X(S) | X(P) |

### 5.9.3.6 DESIGN SPECIFICATIONS

The following table identifies (but is not limited to) the underlying roles and responsibilities associated with application design specification activities.

| Design Specifications Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Create application design documents from business, functional and technical requirements. | X | |
| 2. Approve design specifications procedures. | | X |
| 3. Document and recommend implementation/development/technical options to the City/County. | X | |

### 5.9.3.7 PROJECT ESTIMATIONS

The Provider will perform services and activities associated with estimating the level of effort and cost of application maintenance and support assignments. **The estimates should be completed within five (5) business days of a written request unless the time is extended by mutual agreement with the City/County, and there should be no cost to the City/County to prepare estimates for additional work.** The following table identifies (but is not limited to) the underlying roles and responsibilities associated with project estimating activities.

| Project Estimating Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Provide cost and schedule estimates, and impact analyses, for potential application enhancement and maintenance activities. | X | |
| 2. Review and approve estimates and analyses. | | X |
| 3. Ensure that all approved projects (with dates) are incorporated into the work plan update processes. | X (S) | X (P) |
| 4. Incorporate all new projects into the prioritization processes. | | X |

### 5.9.3.8 APPLICATION DEVELOPMENT

Application development services are those activities involved in the in the creation of new applications, tools, web-services, and integrations. Additional services will also include modifications and enhancement to existing applications.


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| Application Development Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Establish and adhere to applications development documentation and policy guidelines. These guidelines will establish technology framework and tool standards, integration standards, and code-reuse specifications | X(S) | X(P) |
| 2. Maintain development and configuration management environment(s) | X | |
| 3. Manage the development and test environments and associated test data | X | |
| 4. Perform actual application development coding | X | |
| 5. Monitor application availability and thru-put usage | X | |

### 5.9.3.9 OPERATIONS AND ADMINISTRATION

Operations and administration services are those activities associated with managing the application services environment. Operations and administration services to be performed by the Provider include:

1. Test and integration services to ensure that all individual program components configured with or added to the applications environment work together properly as a single system performing all of the intended functions.
2. Migration and implementation of new and upgraded application components to the production environment.
3. Development of system and user documentation.

### 5.9.3.10 DATABASE ADMINISTRATION

The Service Provider will perform services and activities associated with the administration, maintenance, creation, and support of existing and future databases (primary DB used is MS SQL Server). This includes, but is not limited to, such activities required for the responsibility of managing data, database performance, indexes, organization, space allocation, and data recovery and integrity at a physical level. The table below includes (but is not limited to) the following primary roles and responsibilities associated with network database administration services.

| Database Administration Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Define and document authorization requirements for users, roles, schemas, etc. and approve change requests. | X(S) | X(P) |
| 2. Define and document database data definition requirements for applications (tables, triggers, attributes, etc.). | X | |
| 3. Define and document database creation, update, and refresh requirements. | X | |
| 4. Approve all documented requirements. | | X |
| 5. Create and update databases, incorporating defined authorization requirements. | X | |
| 6. Define and execute database performance to keep databases running at optimal performance. | X | |
| 7. Open, track, and manage to resolution all database problems with the appropriate database support organization. | X | |
| 8. Provide technical assistance and subject matter (e.g., data dictionary and data mapping) expertise to the City/County applications developers and third-party support personnel. | X | |
| 9. Define and document database backup schedules, retention periods, and volume levels (i.e. full, incremental, or differential). | X | |


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| Database Administration Roles and Responsibilities | SP | C/C |
|---|---|---|
| 10. Maintain all appropriate database configuration files and provide information as required to the help desk. Provide second-level help desk support for database access problems. | X | |
| 11. Maintain documentation for all database instance parameters and system settings. | X | |

***Specific Service Provider Questions: Database Administration***

1. *Discuss your experience maintaining network and application coordination to ensure availability and maximum performance thru put.*

### 5.9.3.11 TESTING AND INTEGRATION

The Provider will perform services and activities associated with the testing and integration of maintenance and enhancements, and development projects. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with testing and integration activities.

| Testing and Integration Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Create test cases and test data. | X(S) | X(P) |
| 2. Manage the test environments and associated test data. | X | |
| 3. Ensure that all testing activities conform to the requirements of defined Change Control procedures. | X | X |
| 4. Perform unit, end-to-end, integration, stress, and regression testing and document results. | X | |
| 5. Perform data migration and data conversion tests. | X | |
| 6. Review and approve results of all testing activities. | | X |
| 7. Develop and conduct user acceptance, quality assurance (QA) testing and document results. | X | |
| 8. Assist in conducting and documenting user acceptance and QA testing | | X |
| 9. Review testing results to identify variances between documented requirements and provided functionality and usability. | X | |
| 10. Review testing results for compliance with policies, procedures, plans, and metrics (e.g. defect rates, progress against schedule, etc.). | | X |
| 11. Correct defects identified during the testing efforts. | X | |
| 12. Prepare application(s)/module(s) for migration into City/County production environment. | X | |

### 5.9.3.12 MIGRATION AND IMPLEMENTATION

The Provider will perform services and activities associated with the implementation of application maintenance and support projects from the test environment into production. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with migration and implementation activities.


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| Migration and Implementation Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Create detailed implementation plans, including project schedules and staffing requirements, to meet City/County delivery requirements. | X | |
| 2. Review and approve implementation plans, schedules, and deployment staffing levels. | | X |
| 3. Create checklist and prepare other materials for discussion at "go/no-go" decision meetings. | X | |
| 4. Approve decisions made in "go/no-go" meeting. | | X |
| 5. Ensure that migration and implementation activities conform to the requirements of defined Change Control procedures. | X | |
| 6. Develop and deliver system and user documentation. | X | |
| 7. Develop training materials and provide training to the City/County. | X | |
| 8. Perform data migration from existing systems to new systems. | X | |
| 9. Perform data conversion from existing systems to new systems. | X | |
| 10. Migrate application maintenance/enhancement into production. | X | |
| 11. Provide test to production turnover implementation support, including having staff available at user locations as needed. | X | |
| 12. Conduct post-implementation user acceptance. | X (S) | X (P) |

### 5.9.3.13 LEGACY APPLICATION DOCUMENTATION

The Provider will perform services and activities associated with ensuring that City/County legacy application documentation is updated to reflect maintenance and enhancements which have been implemented. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with legacy application maintenance documentation activities.

| Legacy Application Documentation Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Provide system specifications documentation (e.g., data models, operational workflows, etc.) per agreed-upon standards. | X | |
| 2. Provide application hardware and system software requirements documentation. | X | |
| 3. Develop, provide, and maintain system installation, support, configuration, and tuning manual(s). | X | |
| 4. Develop, provide, and maintain end-user documentation, including updates and release notes. | X | |
| 5. Develop provide and maintain application operating and security procedures. | X | |
| 6. Review and approve all provided documentation. | | X |
| 7. Maintain an application documentation library. | X | |
| 8. Maintain version control for all documentation for which Provider is responsible. | X | |

### 5.9.3.14 TECHNICAL SUPPORT

Technical support services are those activities associated with the provision of application services. Technical support services to be performed by the Provider include:


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1. Application maintenance support: To ensure that in-use applications continue to function as required by the City/County. Support includes:
    a) Corrective maintenance to resolve problems
    b) Preventative maintenance to proactively mitigate impact of known conditions which could affect an application
    c) Adaptive maintenance required as a result of changes to interfacing external applications or hardware, and
    d) Perfective maintenance to maintain optimum performance.
2. Software configuration management and version control to maintain documentation of system components and tracking of modifications to an application's components over time with the ability to restore an application (or component) to prior versions, and
3. Providing general technical assistance to the help desk and City/County end-users.

### 5.9.3.15 LEGACY MAINTENANCE PROGRAMMING SUPPORT

The Provider will perform services and activities associated with making program changes to City/County legacy applications. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with legacy maintenance support activities.

| Legacy Maintenance Programming Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Perform corrective maintenance per plan or otherwise as required. | X | |
| 2. Perform preventive maintenance per plan or otherwise as required. | X | |
| 3. Develop application prototypes as needed to demonstrate support of requirements. | X | |
| 4. Review and approve application prototype. | | X |
| 5. Identify and document potential changes to requirements or scope. | X(P) | X(S) |
| 6. Review and approve changes to requirements or scope. | | X |
| 7. Manage programming efforts using industry-standard project management methodologies and tools. | X | |
| 8. Debug application code as needed. | X | |
| 9. Identify and recommend programming modifications and enhancement adjustments that will improve application performance. | X | |
| 10. Provide technical and functional assistance and support regarding applications to the Help Desk and to end-users as required. | X | |
| 11. Respond to trouble resolution items in accordance with defined SLRs. | X | |
| 12. Ensure that all maintenance programming activities conform to the requirements of defined change control, configuration management and software version control procedures. | X | |

### 5.9.3.16 SOFTWARE CONFIGURATION MANAGEMENT AND VERSION CONTROL

The Provider will perform services and activities associated with managing legacy application program configurations and versions. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with software configuration management activities.


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| Software Configuration Management Roles and Responsibilities | SP | C/C |
|---|---|---|
| 1. Track application versions in each environment (e.g., test, development, production). | X | |
| 2. Track status of code migration from development to test to production. | X | |
| 3. Ensure that all program code libraries are available to be backed up and included in restore and recovery procedures. | X | |

## 5.9.4 APPLICATION SERVICES: SERVICE LEVEL REQUESTS (SLR)

A key objective of the City/County's decision to outsource application services is to maintain effective service levels. The following minimum service levels are being requested by the City/County. The Service Provider must consistently meet **or exceed** the following SLRs as tracked and reported monthly to the City/County.

**NOTE:** The City/County realizes that this outsourcing project presents a unique opportunity to learn from the past and apply it to the future. With that goal in mind, **the City/County is interested in and encourages the inclusion of any/all "creative and customer focused" SLRs** that you (the Service Providers) have had and/or are having success with and encourage you to include them as additional and/or in replace of the SLRs listed below and a brief description of your rationale for doing so.

### 5.9.4.1 APPLICATION SERVICES SLR DETAILS

| Application Enhancement Services SLRs | | | |
|---|---|---|---|
| **Description** | **Service Measure** | **Performance Target** | **SLR** |
| **Project Estimation** (actual vs. estimated cost) | Target Cost | Actual Estimate (definition TBD during contract negotiations) | ≤ 10% of estimate 95% of the time |
| **Customer Satisfaction** | Target time | Rated satisfied or very satisfied at quarterly intervals/ after delivery of upgrade | 95% |
| **Formula** | Performance = Transactions completed within required time/total transactions | | |
| **Measurement Interval** | Monitor continuously, measure weekly, report monthly | | |
| **Measurement Tool** | Provider to furnish monitoring, auditing, and reporting tools. | | |

| Application Maintenance and Support SLRs | | | |
|---|---|---|---|
| **Description** | **Service Measure** | **Performance Target** | **SLR** |
| **Severity 1 (Urgent)** | Time to Resolve | 4 hours | 98.0% |
| **Severity 2 (Critical)** | Time to Resolve | 8 hours | 98.0% |
| **Severity 3 (Average)** | Time to Resolve | Next business day or otherwise as prioritized | 98.0% |
| **Severity 4 (Low)** | As prioritized | Next business day or otherwise as prioritized | 98.0% |


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| Application Maintenance and Support SLRs | |
|---|---|
| **Formula** | Number of requests completed on time/total of all requests occurring during measurement period |
| **Measure Interval** | Measure weekly, report monthly |
| **Measurement Tool** | Service Provider to furnish monitoring, auditing, and reporting tools. |

| XLR's being contemplated | | |
|---|---|---|
| XLR: Application Performance | % of critical applications being measured for response time. (App list agreed upon by both parties) | >80% |
| XLR: Application Performance | % of transaction response time within acceptable range. | >96% |
| XLR: Application Performance | % Reduction in applications related service volumes. (annual %) | >15% |
| XLR: Application Performance | % Reduction in applications "support and maintenance costs". (annual %) | >15% |

## 5.9.5 STANDARD APPLICATION SERVICES REPORT REQUIREMENTS

Minimally, the following standard reports will be required. Others can/will be discussed/requested as needed/required.

| Description | Timing |
|---|---|
| **SLR Compliance** | Measure daily, report monthly |
| **Response Time by Application** | Measure daily, report monthly |
| **Trending of Application Support Issues** | Measure daily, report quarterly |
| **Detailed Outage Reports** | Measure daily, report monthly |
| **Root Cause Analysis Reports** | Measure daily, report monthly |


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# 6. EVALUATION AND SELECTION PROCESS

## 6.1 INTRODUCTION

This section describes the evaluation and selection process that will be used to determine which proposal provides the greatest benefit(s) to the City/County. The evaluation process will consist of four (4) major evaluation tiers (down-select periods). They are listed below and described in this section.

1. Tier 1: Proposal Screening / Administrative Review
2. Tier 2: Written Evaluation
3. Tier 3: Oral Presentation / Vendor Demonstration
4. Tier 4: Best and Final Offer (BAFO)

**ALL proposals and proposers will be treated and evaluated fairly and equally with respect to this RFP evaluation process.**

### 6.1.1 CITY/COUNTY EVALUATION TEAM

The City/County has established an evaluation committee comprised of individuals selected from City/County IT and Business Unit Management teams that will be responsible for the review and evaluation of proposals. The City/County may engage additional subject matter experts during the evaluation process to assist the evaluation team in gaining a better understanding of technical, financial, legal, contractual, project, or program issues. These additional subject matter experts will not have voting privileges or responsibility for the evaluation process.

In the end, the Evaluation Committee will recommend to the City/County leadership for award of the contract to the compliant proposer whose proposal receives the most points in accordance with the evaluation criteria described in this section of this RFP.

## 6.2 EVALUATION CRITERIA

The evaluation and selection committee will review and evaluate all viable proposals based on the following criteria and associated point system.

| Scoring Requirements: | Evaluation Criteria: | Available Points: |
|---|---|---|
| **PROPOSER VIABILITY AND EXPERIENCE ASSESSMENT** | | |
| **Viability** | Provider financial strength | **25** |
| | Provider resource pool | |
| **Experience** | Demonstration of service capability | **125** |
| | Depth of government experience | |
| | Ability to implement desired services | |
| | References | |
| **PROJECT TEAM ORGANIZATION AND STAFFING ASSESSMENT** | | |
| **Project Team Organization and Staffing** | Project Team organizational structure | **125** |
| | Project Manager depth and similarity of experience | |
| | Project Manager & team certifications | |


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| Scoring Requirements: | Evaluation Criteria: | Available Points: |
|---|---|---|
| | Project Team depth and similarity of experience | |
| **SCOPE OF SERVICES (same for both service towers)** | | |
| **INFRASTRUCTURE SERVICES: Account Mgmt functions, Help Desk, Desktop services, Network and Server Services**<br><br>**APPLICATIONS SERVICES: Application Development, Enhancement, Maintenance and Support** | Thoroughness of approach (efficient, tested, creative, cost saving measures, etc.) | **375** |
| | Proposed methodology (including but not limited to service delivery approach and creative solutions) | |
| | Maturity, flexibility, and scalability of services being proposed | |
| | Ease of use for business units, end user operations | |
| | Impact to existing operations (i.e., congruence with technology directions) | |
| | Fit with City/County culture | |
| | Overall scope and creativity of the solution | |
| **TRANSITION AND IMPLEMENTATION APPROACH** | | |
| **Transition/Deployment Approach** | Thoroughness of approach | **150** |
| | Proposed methodology (including but not limited to deliverables-based implementation phasing) | |
| | Demonstrated knowledge including use of best practices | |
| | Impact to existing operations | |

### 6.2.1 SPECIFIC SCORING TERMS AND DEFINITIONS

| Term | Definition |
|---|---|
| **Maturity** | A market-based perspective on the specific technologies being proposed that indicates present and future viability of the given solution |
| **Thoroughness of Approach or Plan** | The level of detail and completeness the Proposer provides in response to specific requirements |
| **Demonstrated Knowledge** | The extent to which the Provider demonstrates present capabilities to perform the services required by the solicitation, including use of best practices |
| **Scope of the Solution** | The extent or scale of the Proposer's response to specific RFP requirements |
| **Impact to Existing Operations** | This includes any identified impact or affect to City/County, including business operations and level of City/County staff participation required to implement the solution |

## 6.3 WEIGHTING OF PRICE

Price will be a weighed, formula driven scoring element during the written evaluation phase. The total number of points awarded for price is 200.

**FORMULA:** (Lowest price proposal / price of proposal being evaluated) x 200 = total price points.


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## 6.4 TIER 1: PROPOSAL SCREENING - ADMINISTRATIVE REVIEW (PASS/FAIL)

The City/County will first examine proposals to determine their conformance with the stated RFP requirements. Any proposals that are deemed to be non-conforming to the stated requirements may be rejected. Proposals that are timely submitted and are not subject to rejection will be reviewed in accordance with the remainder of this section.

## 6.5 TIER 2: WRITTEN EVALUATION

The evaluation committee will use the evaluation criteria and point system provided above to evaluate and score each viable WRITTEN proposal. There is a maximum of **800 (non-price) points** per proposal.

The evaluation committee will score proposals without regard to price. Price will be scored using a weighted formula calculated by the City/County Agent designated for this RFP process task and audited by a non-voting member of the City/County. A maximum of **200 price points** are available. See pricing formula above.

These scores will be combined for a maximum of **1000 total points** as per the point system provided above.

**The top four (4) proposals will advance. ALL** proposers will be notified at the conclusion of the Written Evaluation.

## 6.6 TIER 3: ORAL PRESENTATIONS AND VENDOR DEMONSTRATIONS

During this phase, the advancing proposers will be invited to present their qualifications, proposal content and demonstrate the capabilities of their service offerings to the evaluation committee. Each proposer at this stage will begin again at 0 points. The oral presentations, vendor demonstrations along with reference checks will be scored with a maximum possible score of **800 points** for this step.

Detailed and specific presentation scripts will be provided (in advance) to those advancing proposers to aid in the development of their presentations. After each invitee has presented, the evaluation committee will again score each proposer using the maximum **800 (non-price) points system.**

Proposers are expected to bring as many from their proposed team and KEY personnel as possible to the oral presentations. Please see the "Schedule of Events" table in section 1 for the tentative timeframe for these activities.

During this step, pricing proposals will be shared, reviewed, and scored via the evaluation committee. A maximum of **200 price points** are available per proposal. These scores will be combined for a maximum of **1000 total points** as per the point system provided above.

**The (max) top two (2) proposals will advance to the next (BAFO) Tier.** All advanced proposers will be notified at the conclusion of the Tier 3 Evaluation.


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## 6.7 TIER 4: BEST-AND-FINAL OFFER (BAFO)

At this stage, a brief Best and Final Offer (BAFO) period will be conducted with the (max) top two (2) proposals based on the finalist's increased understanding of the Scope of Services required, the City/County's increased understanding of each proposals pricing structure for the requested service(s) and their more accurate estimation of the proposer's cost to provide the requested service(s). Specific BAFO instructions will be provided to the advancing proposers during this step. BAFO submissions will be submitted to the City/County Agent listed in section 1 of this RFP.

The Evaluation and Selection Committee will again use the same **800 (non-price) points** and **200 price points** system (1000 points total) to conduct a final scoring round and select the top scoring proposal.

The highest overall scoring proposal will then advance to the last final stage – the Contract Negotiations phase. Advanced proposers will again be notified at the conclusion of this Evaluation Tier.

## 6.8 CONTRACT NEGOTIATIONS

The City/County will then begin negotiations with the highest scoring proposer. If negotiations do not result in a contract acceptable to the City/County within an acceptable timeframe, the City/County may then elect to begin negotiations with the proposer having the second highest overall score. This process will continue until either a contract is awarded, or the RFP is cancelled.


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# 7. APPENDIX A: STANDARD RFP PROVISIONS

Please read, understand, and adhere to the following additional provisions related to the submission, evaluation, award, and administration of this RFP process. Failure to do so, may - at the sole discretion of the City/County - be grounds for dismissal of a/the service provider(s) proposal from further evaluation, including subcontractors (if contemplated).

## 7.1 COLLUSION PROHIBITED – AFFIDAVIT REQUIRED

Any agreement or collusion among proposers or prospective proposers, in restraint of freedom of competition by agreement to propose a fixed price or otherwise shall render the proposals of such proposers' void. Proposers will be required to execute and submit with their proposals a Non-Collusion Affidavit in the form appended hereto as APPENDIX C. Any disclosure by one proposer to another proposer of the content of a proposal in advance of the submission of proposals shall render the proposals of both such proposers void and may at the discretion of the City/County render the RFP proceedings void.

## 7.2 GRATUITIES PROHIBITED

The laws of Indiana provide that it is illegal to offer, promise, or give anything of value or benefit to government employees with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this clause will be grounds for dismissal of a/the service provider proposal and such evidence turned over to the appropriate law enforcement agency.

## 7.3 PROVIDE EVIDENCE OF ABILITY TO OBTAIN INSURANCE

Each proposer shall be required to provide evidence satisfactory to the City/County that it can obtain the required insurance coverages. For this purpose, each proposer shall submit with its proposal the signed certification form included in Appendix D of this RFP, in which the proposer's insurance agent will be required to certify that the proposer can obtain the required insurance coverages. Failure to submit the required certification form may be grounds for rejection of the proposal.

### 7.3.1 INSURANCE AND INDEMNITY REQUIREMENTS

The successful proposer will, in its contract with the City/County, be required to agree to defend, pay on behalf of, indemnify, and hold harmless the City/County its elected and appointed officials, employees and others working on behalf of the City/County. The successful proposer will also be required to obtain and maintain in continuous effect during the term of its contract with the City/County, and while any of its obligations under said contract remain unsatisfied, the insurance coverages set forth hereto, with amounts, coverages, limits, exclusions, and endorsements as detailed in this RFP.

## 7.4 FORMATION OF CONTRACT

Contract to be negotiated and executed upon Selection by evaluation committee of Best Proposal / Designation of Successful Proposer.

### 7.4.1 SUBMISSION OF EVIDENCE OF INSURANCE BY SUCCESSFUL PROPOSER.

Upon City/County approval of the recommendation of the evaluation committee, and authorization to execute the contract, the successful proposer shall submit (a) a certificate or certificates of insurance evidencing insurance coverages of the type and amount, and with the endorsements, required by this RFP and located in APPENDIX D.


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### 7.4.2 EXECUTION OF CONTRACT BY SUCCESSFUL PROPOSER.

Upon the successful conclusion of contract negotiations by the City/County and successful proposer, and/or upon the City/County's completion of a form of contract incorporating the terms of proposal submitted by the successful proposer in its RFP, the successful proposer shall be required to execute the contract and return it to the City/County within the time specified by the City/County. The contract must be executed by the successful proposer if an individual, or by the authorized representative or representatives of any partnership or corporation making or joining in the proposal, and all signatures must be notarized.

### 7.4.3 SUCCESSFUL PROPOSER'S FAILURE TO EXECUTE CONTRACT OR TO SUBMIT REQUIRED INSURANCE.

The successful proposer's refusal to negotiate contract terms as provided in the RFP, or its refusal to limit negotiations to the terms identified in the RFP, shall be considered a default by the proposer and shall be grounds for rejection of proposer's proposal. The successful proposer's failure to submit an insurance certificate or certificates evidencing required insurance coverages shall be considered a default by the proposer and shall be grounds for rejection of proposer's proposal.

## 7.5 PREPARATION OF PROPOSALS

Each proposer must furnish ALL information and, in the order, and format required by this RFP and on clearly referenced attachments as needed. Proposals not submitted in this manner may be considered non-responsive. Any attempt to alter the wording in the RFP may result in rejection of the proposal.

Proposer must furnish all information necessary to evaluate their proposal. Proposals that fail to meet the mandatory requirements of the RFP will be grounds for disqualification.

### 7.5.1 PROPOSAL PREPARATION COSTS

All costs associated with preparing a proposal and participating in this RFP process shall be borne by the Proposer.

## 7.6 ERRORS IN PROPOSALS

The City/County reserves the right to correct obvious errors such as arithmetic, typographical, or transposition errors during the evaluation. Such corrections must be approved by the Purchasing Department and countersigned by the Service Provider. Service Providers are advised to make sure that their proposals are true and correct at the time of submission.

## 7.7 AMENDMENTS TO THE RFP AND WITHDRAWAL OF PROPOSAL

The City/County reserves the right to amend the RFP at any time. It is the proposer's responsibility to ensure any and all addenda are obtained.

Proposers who submit proposals in advance of the deadline and/or an addendum may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Proposers must notify the City/County in writing if they wish to withdraw their proposals.

## 7.8 EVALUATION FACTORS

### 7.8.1 ACCEPTANCE OF PROPOSALS

The contents of the RFP, winning vendor proposal and all associated RFP documents shall become a part of the resulting contract awarded by the City/County.


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### 7.8.2 DISPOSITION OF PROPOSALS

All proposals submitted in response to the RFP become the property of the City/County and will not be returned to unsuccessful proposers.

### 7.8.3 REJECTION OF PROPOSALS

The City/County reserves the right to reject any or all proposals, in whole or in part, received in response to this RFP at any time prior to the execution by the City/County and proposer of a final written contract. Issuance of this RFP does not constitute a commitment by the City/County to award a contract and to withdraw the RFP at any time. This RFP is designed to provide proposers with the information necessary to prepare a competitive proposal.

### 7.8.4 DISQUALIFICATION

Reasons for which the City/County may reject and not evaluate proposals include but are not limited to:

1. The proposer fails to include information necessary to substantiate that it will be able to meet a stated RFP requirement(s).
2. The proposer fails to respond to all of the RFP requirements for information, documents, and/or references.
3. The proposer fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in this RFP.
4. The proposer presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
5. The proposer initiates ANY unauthorized contact/discussions regarding this RFP with City/County personnel – employees, officials and/or members of the Evaluation and Selection Committee.
6. The proposer limits the City/County's rights.
7. The proposer fails to meet all stated RFP timelines, deadlines, and due dates.

### 7.8.5 CLARIFICATION PROCESS

The City/County reserves the right to contact a proposer after the submission of proposals for the purpose of clarifying proposal content. An individual authorized to legally bind the proposer shall sign responses to any request for clarification. Clarification responses shall be submitted to the City/County within the time specified in the City/County's request. Failure to comply with requests for additional information may result in rejection of the proposal as non-compliant.

### 7.8.6 NONMATERIAL VARIANCES

The City/County reserves the right to waive or permit cure of nonmaterial variances in the proposal if, in the judgment of the City/County, it is in the City/County's best interest to do so. Nonmaterial variances may include, but are not limited to, minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other proposers, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the services.

## 7.9 RELEASE OF CLAIMS

By submitting a proposal, the proposer agrees that it will not bring any claim or cause of action against the City/County based on any misunderstanding concerning the information provided herein or concerning the City/County's failure, negligent or otherwise, to provide the proposer with pertinent information as intended by this RFP.


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## 7.10 ASSIGNMENT OF CONTRACT

No contract awarded pursuant to RFP shall be assignable by the successful proposer without the written consent of the City/County.

## 7.11 PUBLIC DISCLOSURE

The information supplied by a Service Provider as part of an RFP response will become the property of the City/County. Proposals will be available to interested parties in accordance with the Indiana Access to Public Records Act. None of the proposal responses will be made available to the public until after award of a contract by the City/County, or cancellation of the procurement, all in accordance with said Act in order to avoid giving advantage to competing proposers.

To the extent requested by a Service Provider and allowed by law, the City/County will treat trade secrets and confidential financial information as confidential (if designated as confidential). The City/County will take into consideration the possibility of harm resulting from any disclosure but reserves the right to make the final determination in accordance with the law.

## 7.12 PROPOSAL LIFE

Service Providers must hold their proposals open and pricing firm for at least one hundred twenty (120) calendar days from the proposal submission deadline. Any proposal accepted by the City/County for the purpose of contract negotiations shall remain valid until superseded by an executed contract or until rejected by the City/County.

## 7.13 POSSESSION AND REVIEW

During the evaluation period and prior to award, possession of the proposals and accompanying information is limited to the RFP Evaluation Committee, the City/County Purchasing Division, attorneys, contracted RFP consultants and the City/County IT leadership. Service Providers who attempt to gain this privileged information or to influence the evaluation process (i.e., assist in evaluation) will be in violation of purchasing rules and their offer will not be evaluated or considered.

## 7.14 POST PROPOSAL DISCUSSIONS

After the proposal due date, the City/County may conduct discussions with representatives of one or more firms submitting proposals for the purpose of clarification of a company's proposal and/or to ensure full understanding of, and responsiveness to, the solicitation requirements.

The commencement of discussions or the scheduling of presentations does not signify a commitment by the City/County to execute an agreement or to continue discussions with the Service Provider.

## 7.15 CONTRACT NEGOTIATIONS

The City/County will use the requirements set forth herein as the basis for proposal evaluations. Upon identifying one or more responsible Service Providers (appearing to be most advantageous), the City/County may enter into contract negotiations with one or more Service Providers. If at any time contract negotiations with a Service Provider are believed to be ineffective, the City/County may cease all activities with the Service Provider and, if necessary, begin or continue, contract negotiation and preparation activities with another Service Provider, and the process may continue until a contract is executed. As part of evaluation process, the City/County may entertain "best and final offers" from one or more firms. The City/County reserves the right to cease contract negotiation activities at any time and reject all proposals if such action is determined by the City/County to be in its best interest.


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## 7.16 MULTIPLE AWARDS

The City/County may award a contract to a single Service Provider; or, at its option, may award contracts to multiple Service Providers if deemed to be in the best interest of the City/County.

## 7.17 NO OBLIGATION TO PROCEED

The City/County is under no obligation to proceed with this project or any subsequent project and may cancel this RFP at any time without the substitution of another, if such cancellation is deemed in the best interest of the City/County. Furthermore, the City/County may reject any and all proposals, to waive any irregularities or informalities in a proposal, and to issue a new or modified RFP, if it is found to be in the best interest of the City/County.

## 7.18 SUBCONTRACTORS

The City/County intends to contract with one prime contractor who will be solely responsible for contractual performance. In the event the prime contractor utilizes one or more subcontractors, the prime contractor will assume all responsibility for performance of services by the subcontractor(s). A list of all subcontractors proposed to take part in the performance of the contract (at its outset) shall be provided to the City/County for approval prior to contract execution. This request may require that sufficient financial or background information be provided. To the degree available, this information should be included in an appendix with the proposal response.

## 7.19 TAXES

The City/County is exempt from federal, state, and local taxes and will not be responsible for any such taxes in connection with the award or performance of this contract.

## 7.20 LICENSE AND PERMITS

The successful Service Provider shall furnish the City/County upon request any and all documentation regarding necessary licenses, permits, certifications and/or registrations required by the laws and regulations of the City/County, other units of local government, the state of Indiana and the United States. The Service Provider must certify that it is now and will remain in good standing with such governmental agencies and that it will keep its licenses, permits, certifications and/or registrations in force during the term of the agreement.

## 7.21 USE OF CITY-COUNTY'S NAME

Upon entering an agreement, the successful contractor agrees not to use the name of the City/County in relation to the agreement in commercial advertising, trade literature or press releases without the prior written approval of the City/County.

## 7.22 INCORPORATED BY REFERENCE

This Request for Services (RFP) distributed by the City/County, including any other required terms, will be incorporated by reference and made a part of any resulting contract, except that any material approved by the City/County as confidential will not be publicly disclosed.

## 7.23 LAW AND VENUE

Any and all actions or proceedings arising out of, or related to, this RFP shall be brought only in an appropriate federal or state court in Fort Wayne, Indiana and submission of a proposal by the Service Provider constitutes consent to the jurisdiction of such courts over Service Provider and the subject matter of such actions or proceedings. All applicable Indiana law will apply.


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# 8. APPENDIX B: STANDARD CITY/COUNTY TERMS & CONDITIONS

NOTE: As stated in section 1.9 of this RFP "Proposed Sample Contract", the City/County will be providing advancing proposers with a copy of the proposed City/County Services Agreement (Contract) for review and consideration. However, below represents a "sample" set of terms and conditions proposers are likely to see in this "to be" provided services agreement. Please review it and please pay particular attention to the "insurance requirements" listed as it relates to a request made in **Appendix D** (Insurance Affidavit) of this RFP. Thank you.

1. SERVICES. Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. TIME IS OF THE ESSENCE. Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.

2. INVOICES. Supplier shall invoice the City/County for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City/County shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City/County of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City/County, establishing that all liens and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City/County may at any time set off any amount owed by the City/County to supplier against any amount owed by Supplier or any of its affiliated companies to the City/County.

3. INDEPENDENT CONTRACTOR RELATIONSHIP. City/County and Supplier are and shall remain as independent contractors with respect to each other. The persons provided by Supplier to perform the Services shall be Supplier's employees and shall be under the sole and exclusive direction and control of Supplier. They shall not be considered employees of the City/County for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health, and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of taxes, including federal, state, and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the City/County from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.

4. INDEMNITY. Supplier shall defend, indemnify, and hold harmless the City/County (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Supplier including such portion thereof due, or claimed to be due, to the negligence of the City/County except that Supplier shall have no duty to hold harmless the City/County for such portion of the foregoing proximately caused by negligence or misconduct of the City/County, and if any suit, claim, or demand was defended by Supplier, then the City/County will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City/County may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the City/County and without an unconditional release of all liability by each claimant or plaintiff to the City/County.

5. LIMITATION OF LIABILITY. Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations


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arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special, or consequential damage of any kind whatsoever.

6. **INSURANCE. Supplier shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment us attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:**

| | |
|---|---|
| **(a) Worker's Compensation** | **per statutory requirements.** |
| **(b) General Liability** | **$1,000,000 minimum per occurrence/** |
| | **$2,000,000 aggregate** |
| **(c) Automobile Liability** | **$1,000,000 minimum per occurrence** |
| **(d) Products Liability** | **$1,000,000 minimum per occurrence** |
| **(e) Completed Operations Liability** | **$1,000,000 minimum per occurrence** |

The Certificate of Insurance must show the City of Fort Wayne & County of Allen, Indiana, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal.

7. HAZARDOUS MATERIALS. Supplier will provide to the City/County before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.

8. PROGRESS REPORTS. The Supplier shall submit progress reports to the City/County upon request. The report shall serve the purpose of assuring the City/County that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to the substantially performed only when fully performed according to its terms and conditions and any modification thereof.

9. CONFLICT OF INTEREST. Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City/County or any of its departments, divisions, agencies, officers, directors or agents.

10. CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION. Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract—shall be the property of the City/County. The Supplier shall act as is necessary under law to preserve such property rights in and of the City/County while such property is within the control and/or custody of the Supplier. By this contract, the Supplier specifically waives and/or releases to the City/County any cognizable property right of the Supplier to copyright, license, patent, or other wise use such information, data findings, recommendations proposals, etc.

11. CONFIDENTIALITY OF CITY/COUNTY INFORMATION. Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City/County.

12. EMPLOYER CERTIFICATION. In accordance with I.C.§22-5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security. Supplier further understands that they are not required to verify work eligibility status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.

13. COMPLIANCE WITH LAWS. Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, and Section 402 of the Vietnam Era Veterans


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Readjustment Assistance Act of 1974. Supplier agrees to indemnify and hold harmless the City/County from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.

14. DEFAULT. In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City/County as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.

15. TERMINATION. In the event of default by Supplier under this Agreement, the City/County reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City/County for the cost of such substitute services upon Supplier's receipt of an invoice therefor.

16. WAIVER. No action or inaction by the City/County shall constitute a waiver of any right or remedy.

17. CANCELLATION. City/County may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. The City/County shall have no liability as a result of such cancellation, except that the City/County will pay Supplier the Rates for completed Services accepted by the City/County and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.

18. FORCE MAJEURE. Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

19. NOTICES. All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.

20. ASSIGNMENT. Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City/County shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City/County.

21. DISPUTE RESOLUTION. The City/County shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the parties either with respect to the interpretation of any provision of this agreement or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and will not be subject to arbitration.

22. ACCESS TO RECORDS. The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City/County or by any other authorized representative of the City/County government. Copies thereof shall be furnished at no cost to the City/County if requested.

23. NONDISCRIMINATION. Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability, or status as a veteran.

24. MISCELLANEOUS. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in


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whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This Agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors, and assigns.

**Notice to Bidders**

1. Cash discounts: Bidders are encouraged to offer discounts for expedited payment of invoices rendered under this contract. Cash discounts will be taken as earned by the City/County. Cash discounts will not be considered in the bid evaluation.
2. The City/County has the right and option to terminate the agreement upon TBD written notice.
3. Quantities indicated are estimates only. City/County reserves the right to buy additional units of commodity specified at the quoted price.
4. Any waiver of the specifications in Requests for Bids or Proposals is void unless a formal addendum is sent from the Purchasing Department.
5. Approved Equivalents: Unless an item is indicated "No Substitute", special brands, when named, are intended to describe the standard of quality, performance or use desired. Equivalent items will be considered by the City/County, provided that the Bidder/Proposer specifies the brand and model, and provides all descriptive literature, independent test results, product samples, etc. to enable the City/County to evaluate the proposed "equivalent". The decision of the City/County as to what items are equivalent shall be final and conclusive. If the City/County elects to purchase a brand represented by the Bidder/Proposer to be an "equivalent", the City/County's acceptance of the item will be conditioned on the City/County's inspection and testing after receipt. If, in the sole judgment of the City/County, the item is determined not to be an equivalent, the item shall be returned at the Bidder/Proposer's expense and the contract canceled without any liability whatsoever to the City/County. When a brand name or level of quality is not stated by the Bidder/Proposer, it is understood the offer is exactly as specified. If more than one brand name is specified, Bidder/Proposer must clearly indicate the brand and model/part number being bid/proposed.
6. Contractor shall understand and comply with the City/County Drug Policy as listed on the City of Fort Wayne website at: www.cityoffortwayne.org , Finance and Administration, Purchasing, Drug Policy.
7. Indiana Business Preference: If Bidder wants to claim local preference per Indiana Code 522-15-20.5, Bidder must indicate Indiana Business status as part of their Bid. No claims for local preference will be allowed by Owner after Proposal opening.
8. Indiana Legal Employment: Pursuant to IC 22-5-1.7, Vendors shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify Program. As a condition of being awarded any contract, the successful Bidder shall execute the E-Verify Affidavit, affirming that the Vendor does not knowingly employ an unauthorized alien and further affirming that Vendor has enrolled in and is participating in the E-Verify Program.
9. All equipment which runs on electricity will carry the energy star rating whenever possible. Computer equipment, etc., may be selected because it meets this specification over competitors that do not.
10. The owner reserves the right to waive any and all formalities and informalities or to reject any and all proposals. The Owner shall accept proposals which, in his judgment, are in his own best interests. Proposals received after the time set are rejected.
11. All expenses incurred in the preparation of a response to this Proposal shall be borne by the bidder.
12. All submitted proposals shall become the property of the City/County.
13. The City/County is exempt from the payment of state sales and federal taxes.
14. The City/County reserves the right to reject any proposals.


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# 9. APPENDIX C: NON-COLLUSION AFFIDAVIT

***(PLEASE INCLUDE A FULLY EXECUTED COPY WITH YOUR PROPOSAL)***

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee gift, commission, or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

_____

Name of Company

_____ _____

Printed Name of Person Signing Title

_____ _____

Signature Date


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# 10. APPENDIX D: INSURANCE AFFIDAVIT

***(PLEASE INCLUDE A FULLY EXECUTED COPY WITH YOUR PROPOSAL)***

**CERTIFICATION OF PROPOSER'S INSURANCE AGENT REGARDING PROPOSER'S ABILITY TO OBTAIN REQUIRED INSURANCE COVERAGE**

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements stated in this RFP, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverages if selected as the successful proposer of the RFP to which my client has responded:

Legal Name of Proposer:

_____

Name/Address/Phone/FAX # of Insurance Agency:

_____

_____

_____

Phone: _____

Name of Agent/Broker (Print):

_____

Signature of Agent/Broker:

_____


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# 11. APPENDIX E: E-VERIFY AFFIDAVIT

***(PLEASE INCLUDE A FULLY EXECUTED COPY WITH YOUR PROPOSAL)***

Pursuant to Indiana Code 22-5-1.7, Contractor agrees and shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program. E-Verify means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208). Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor is not required to verify the work eligibility status of all newly hired employees of Contractor through the E-verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

_____

Name of Company

_____ _____

Printed Name Title

_____ _____

Signature Date


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# 12. APPENDIX F: VENDOR DISCLOSURE STATEMENT

***(PLEASE INCLUDE A FULLY EXECUTED COPY WITH YOUR PROPOSAL)***

**CITY OF FORT WAYNE, INDIANA**

_____

**(Vendor Name)**

**VENDOR DISCLOSURE STATEMENT RELATING TO:**

1. **FINANCIAL INTERESTS**
2. **POTENTIAL CONFLICTS OF INTEREST**
3. **CURRENT AND PENDING CONTRACTS OR PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of $50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

**Section 1: Disclosure of Financial Interest in Vendor**

a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5% (____)

(ii) Distributable income share exceeding 5% (____)

(iii) Not Applicable (If N/A, go to Section 2) (____)

Name: _____ Name: _____ _____

Address: _____ Address: _____


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b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship (___) stock (_____)
partnership interest (_____) units (LLC) (_____)

other explain)_____

c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent): ownership interest:

Name: _____ _____%
Name: _____ _____%

**Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)**

For each individual listed in Section 1a. check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

a. City employment, currently or in the previous 3 years, including contractual employment for services:

Yes ___ No ___

_____

_____

b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild)*

Including contractual employment for services in the previous 3 years:

Yes _____ _____ No ___

_____

_____

c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years:

Yes ___ No ___


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d. Relationship to Member of Immediate Family holding appointive City office currently or in the previous 3 years:

Yes ___ No ___

**Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION**

a. Does Vendor have **current** contracts (including leases) with the City?

Yes ___ No ___

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

b. Does Vendor have **pending** contracts (including leases), bids, proposals, or other pending procurement relationship with the City?

Yes ___ No ___

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes ___ No ___

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms: _____

Name / Position / Payment Terms: _____


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Name / Position / Payment Terms: _____

d. Does vendor's representative, agent, broker, dealer, or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer, or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

e. **Company / Name / Payment / Terms:**

_____

**Company / Name / Payment / Terms:**

_____

**Section 4: CERTIFICATION OF DISCLOSURES**

**In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:**

a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense

c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state, or local) terminated for cause or default

d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and

e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating

f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide $20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends $20 million dollars or more in credit that will provide goods


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or services to the energy sector of Iran or extends $20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

_____ (Name of Vendor)

_____ Address

(  ) _____ Telephone

_____ E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed)_____ Title _____

Signature _____ Date _____

**NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.**


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# 13. APPENDIX G: NON-DISCRIMINATION AFFIDAVIT

***(PLEASE INCLUDE A FULLY EXECUTED COPY WITH YOUR PROPOSAL)***

_____ acknowledges that the **Board of Commissioners of the County of Allen** values each individual's civil rights and wishes to provide equal opportunity and equitable services for their citizens. As a recipient of federal funds, the Board of Commissioners of the County of Allen is required to conform to Title VI of the Civil Rights Act of 1964, as amended, and all related statutes, regulations, directives, and executive orders, which provide that no person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving financial assistance from the Federal Government on the grounds of race, color, national origin, gender, sex, sexual orientation, age, disability, genetic information, religion, low income status, or limited English proficiency. As a business partner of the **Board of Commissioners of the County of Allen**, _____ agrees to adhere to the same non-discrimination policy in all of its programs or activities that are implemented with Federal financial assistance.

_____ is an Equal Employment Opportunity (EEO) employer. Accordingly, _____ does not discriminate against or harass employees or applicants for employment based on the individual's race, color, national origin, gender, sex, sexual orientation, age, disability, genetic information, religion, or protected veteran status. _____ will take affirmative actions to employ, and to advance in employment, all persons without regard to their race, color, national origin, gender, sex, sexual orientation, age, disability, genetic information, religion, or protected veteran status, and to base all employment decisions on valid job requirements and applicant or employee qualifications. This policy applies to all employment actions including, but not limited to, recruiting, hiring, promoting, transferring, demoting, downsizing, terminating, and determining rates of pay or other forms of compensation.

Additionally, retaliation because an employee, applicant, or citizen participating in a program or activity receiving Federal funds has objected to discrimination or harassment, has filed or plans to file a discrimination or harassment complaint, has assisted in a discrimination or harassment investigation, or has otherwise sought to obtain their legal rights under any Federal, State, or Local law is strictly prohibited by _____.

_____ agrees to post, in conspicuous places, available to employees and applicants for employment, notices of its commitment to comply with all Federal, State, and local nondiscrimination statutes, regulations, directives, and executive orders.

| | |
|---|---|
| _____ | _____ |
| Name of Company | Signature of Company Official |
| _____ | _____ |
| Printed Name of Company | Date |


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# 14. APPENDIX H: IRAN CERTIFICATION AFFIDAVIT

***(PLEASE INCLUDE A FULLY EXECUTED COPY WITH YOUR PROPOSAL)***

The undersigned entity or person hereby certifies in accordance with I.C. 5-22-16.5-1 et seq. to the Board of Commissioners of the County of Allen that they are not engaged in investment activities in Iran, as defined in the above cited statute.

_____ _____

Signature Date

_____

Printed Name

_____

Company Name


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# 15. APPENDIX I: RFP SUBMISSION CHECKLIST

***(PLEASE INCLUDE A FULLY EXECUTED COPY WITH YOUR PROPOSAL)***

**RFP Submission Checklist**

| | |
|---|---|
| ☐ | Everyone involved in putting together the response has read and understood the RFP requirements. |
| ☐ | Proposal follows the order provided in Section 2 "Proposal Format and Order". |
| ☐ | The proposal addresses everything requested, particularly those things in the "Scope of Services" section of this RFP. Any exceptions to scope are also noted. |
| ☐ | The "Letter of Transmittal" has been completed, signed, and attached in the appropriate order |
| ☐ | Vendor has reviewed the Sample Service Agreement in Appendix B and listed any exceptions to the agreement in their written response. |
| ☐ | All required appendixes, forms and attachments have been included as stipulated in the document, namely: |

- ☐ Appendix C: Non-Collusion Affidavit
- ☐ Appendix D: Insurance Affidavit
- ☐ Appendix E: E-Verify Affidavit
- ☐ Appendix F: Vendor Disclosure Statement
- ☐ Appendix G: Non-Discrimination Affidavit
- ☐ Appendix H: Iran Certification Affidavit
- ☐ Appendix I: This RFP Submission Checklist


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# 16. APPENDIX J: EXHIBIT TABLES

## 16.1 IN-SCOPE DESKTOPS, LAPTOPS, TABLETS & IPADS: DESKTOP SERVICES

At present, the City/County asset inventory **(currently managed & maintained by the incumbent service provider)** with respect to desktops, laptops, tablets, and iPads includes the following:

| Manufacturers | Quantity |
|---|---|
| Primary inventory: Dell, HP & Microsoft (various models) | 2,958 |
| Secondary inventory: Panasonic and various smaller brand names | 329 |
| Apple iPads | 252 |
| **TOTALS:** | **3,539** |

- Further detail including manufacturer, model #'s and individual qty's for this in-scope service area is available upon request, if needed.

## 16.2 IN-SCOPE PRINTERS (ALL TYPES): DESKTOP SERVICES

At present the City/County asset inventory with respect to all in-scope printers includes the following:

| Manufacturers | Quantity |
|---|---|
| Primarily inventory: Largely HP (DeskJet, DesignJet & Laser) | 758 |
| Secondary inventory: Largely Toshiba, Ricoh, Canon & Dell | 219 |
| Remaining inventory: Smaller qty's of Epson, Lexmark, Kyocera, and various other brand name devices | 136 |
| **TOTALS:** | **1,113** |

- Further detail including manufacturer, model #'s and individual qty's for this in-scope service area is available upon request, if needed.

## 16.3 IN-SCOPE SCANNERS (ALL TYPES): DESKTOP SERVICES

At present the City/County asset inventory with respect to all in-scope scanners includes the following:

| Manufacturers | Quantity |
|---|---|
| Primary inventory: Fujitsu & Canon | 314 |
| Secondary inventory: Xerox & HP | 43 |
| Remaining inventory: smaller qty's of various brand name devices | 43 |
| **TOTALS:** | **400** |

- Further detail including manufacturer, model #'s and individual qty's for this in-scope service


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area is available upon request, if needed.

## 16.4 IN-SCOPE COMMUNICATION DEVICES: NETWORK SERVICES

| Type | Manufacturer | Quantity |
|---|---|---|
| Firewall | Cisco & Checkpoint | 61 |
| Router | Cisco | 12 |
| Switch | Cisco, Allen-Bradley, etc. | 378 |
| WAP | Cisco | 145 |
| | **TOTALS:** | **596** |

- Further detail including manufacturer, model #'s and individual qty's for this in-scope service area is available upon request, if needed.

## 16.5 IN-SCOPE SERVERS, SAN, STORAGE, ETC.: NETWORK SERVICES

| Type | Manufacturer | Model | Quantity |
|---|---|---|---|
| VMWare ESXHost | Dell Inc. | PowerEdge R740 | 13 |
| VMWare ESXHost | Dell Inc. | PowerEdge R710 | 8 |
| VMWare ESXHost | Dell Inc. | PowerEdge R720 | 2 |
| VMWare ESXHost | Dell Inc. | PowerEdge R810 | 2 |
| VMWare ESXHost | Dell Inc. | PowerEdge 2950 | 2 |
| VMWare ESXHost | Cisco Systems Inc. | UCSC-C240-M3S2 | 2 |
| VMWare ESXHost | Dell Inc. | PowerEdge R740XD | 3 |
| Storage Array | EMC | Unity-450F | 2 |
| Storage Array | EMC | VNX5300 | 1 |
| Storage Array | Microsoft | StorSimple 8600 | 1 |
| Storage Array | Sans Digital | Accuraid AR316T6V | 1 |
| Storage Array | Sans Digital | Accuraid EN424I12 | 1 |
| Storage Array | Sans Digital | Accuraid EN424L12 | 1 |
| Storage Array | Sans Digital | Accuraid EN212L12 | 1 |
| Storage Array | Dell Inc. | MD3000 | 4 |
| Tape Library | Dell Inc. | Power Vault 775N | 1 |
| Physical Server | Dell Inc. | PowerEdge R740 | 1 |
| Blade Server | Dell Inc. | PowerEdge 1855 | 3 |
| Backup | Dell Inc. | IDPA DP5800 | 1 |
| Physical Server | Dell Inc. | PowerEdge R720 | 1 |
| VMWare ESXHost | Dell Inc. | PowerEdge 6850 | 2 |
| Physical Server | Dell Inc. | PowerEdge 2950 | 2 |
| Physical Server | Dell Inc. | PowerEdge 2850 | 1 |


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| Type | Manufacturer | Model | Quantity |
|---|---|---|---|
| Physical Server | Dell Inc. | PowerEdge 1950 | 2 |
| Storage | Dell Inc. | CX3 | 1 |
| | | **TOTALS:** | **59** |

## 16.6 IN-SCOPE SERVER OPERATING SYSTEM'S: NETWORK SERVICES

| Type | Manufacturer | Model |
|---|---|---|
| Windows Server | Microsoft | Windows Server 2003-2016 |
| Linux | Redhat | 7.x |
| Virtual Server Backend | VMWare | VMware ESXi, 6.5.0 |
| Virtual Server Backend | VMWare | VMware ESXi, 5 |
| Virtual Server Backend | VMWare | VMware ESXi, 6 |
| Linux | CentOS | 7.8 |
| Linux | CentOS | 6.1 |
| Linux | CentOS | 8.2 |
| Linux | CentOS | 5.6 |
| | | |


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## 16.7 EXISTING CITY/COUNTY LICENSES, CONTRACTS AND AGREEMENTS

| Vendor | General Products Covered | From | To | Term | Entity |
|---|---|---|---|---|---|
| Advanced Graphics Technology, Inc | Legal Aid Subscription for AutoCAD 2017 | 20200111 | 20210111 | Annual | City |
| Accela | Accela | 20191228 | 20201227 | Annual | City |
| Accela | Accela | 20181228 | 20191227 | Annual | County |
| Advanced Time Management | Attendance Enterprise 2 | 20180601 | 20190531 | Annual | County |
| AES Corporation | AES Intellinet | 20200319 | 20210318 | Annual | City |
| Arcadis US Inc | PMIS Hardware/Software Hosting Service | 20191201 | 20211130 | 2-Year | City Utilities |
| ATOS IT Solutions | IT Services | 20200101 | 20201231 | | City |
| ATOS IT Solutions | IT Services | 20200101 | 20201231 | | County |
| ATOS IT Solutions | IT Services | 20200101 | 20201231 | | City Utilities |
| Axon | Evidence Software | 20170915 | 20200914 | 3-year | City |
| Barracuda | Spam & Virus Firewall - Instant Replacement | 20180626 | 20210625 | 3-yr | County |
| Barracuda | Spam & Virus Firewall - Energize Updates | 20180626 | 20210625 | 3-yr | County |
| Barracuda | Spam & Virus Firewall - Instant Replacements | 20180626 | 20210625 | 3-yr | City |
| Barracuda | Spam & Virus Firewall - Energize Updates | 20180626 | 20210625 | 3-yr | City |
| Carahsoft | Red Hat Enterprise Linux Server | 20200208 | 20210207 | 1-yr. | City |
| Cellebrite Inc | UFED Touch Ultimate SW | 20200213 | 20210212 | Annual | City |
| CI Technologies, Inc | IAPro Professional Standards Software | 20170525 | 20220524 | 5-yr | City |
| Comcast | Internet - Animal Care & Control | 20100826 | none | Monthly | City |
| Comcast | Internet - Public Safety Academy | 20151005 | none | Monthly | City |
| Comcast | Internet - Jennings Center | 20151023 | none | Monthly | City |
| Comcast | Internet - Cooper Center | 20151214 | none | Monthly | City |
| Comcast | Internet - Weisser Center | 20151217 | 20171216 | 2-yr | City |
| Comcast | Internet - Fire Station 2 | | | | City |
| Comcast | Internet - Fire Station 4 | 20180409 | 20210408 | 3-yr | City |
| Comcast | Internet - Fire Station 5 | 20160810 | None | Monthly | City |


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| Vendor | General Products Covered | From | To | Term | Entity |
|---|---|---|---|---|---|
| Comcast | Internet - Fire Station 6 | 20160810 | None | Monthly | City |
| Comcast | Internet - Fire Station 7 | 20160810 | None | Monthly | City |
| Comcast | Internet - Fire Station 8 | 20180327 | 20210326 | 3-yr | City |
| Comcast | Internet - Fire Station 9 | | | | City |
| Comcast | Internet - Fire Station 10 | 20180327 | 20210326 | 3-yr | City |
| Comcast | Internet - Fire Station 12 | 20180328 | 20210327 | 3-yr | City |
| Comcast | Internet - Fire Station 13 | 20180403 | 20210402 | 3-yr | City |
| Comcast | Internet - Fire Station 15 | | None | Monthly | City |
| Comcast | Internet - Fire Station 16 | 20161017 | None | Monthly | City |
| Comcast | Internet - Fire Station 18 | 20160810 | None | Monthly | City |
| Comcast | Internet - Fire Station 19 | 20160810 | None | Monthly | City |
| Comcast | Northeast Police Substation | | | | City |
| Comcast | CU Tank Station | | | | City |
| Comcast | West State Tower | | | | City |
| Comcast | Internet - Safety Village | 20160810 | 20190810 | 3-yr | City |
| Comcast | Citizens Square Cable TV | | | | City |
| Comcast | City Parks & Recreation | | | | City |
| Comcast | Internet - Highway South Barn | | | | County |
| Comcast | Internet & TV- DoH Annex - New Haven | | | | County |
| Comcast | Allen County- Juvenile Center | | | | County |
| Comcast | ACJC - Fairfield | | | | County |
| Comcast | ACJC _ New Haven | | | | County |
| CommuniTech Services, Inc | NuPoint Standard Edition IP | 20190901 | 20200831 | Annual | City |
| ConvergeOne | Interactive Intelligence Onsite Support | 20200319 | 20210318 | 3-yr | FWAC |
| ConvergeOne | AudioCodes | 20190701 | 20200630 | Annual | |
| ConvergeOne | Genesys PureConnect | 20200101 | 20201230 | Annual | City |
| Custom Guide | MS Training Manual Software | 20200331 | 20210330 | Annual | AC/FW |
| D & M Communications | Phone Suppoprt | 20200101 | 20201231 | Annual | City |


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| Vendor | General Products Covered | From | To | Term | Entity |
|---|---|---|---|---|---|
| DDTI | Accuglobe | 20200101 | 20201231 | Annual | City |
| Dell Inc. | SAP Crystal Reports Server, (5) NUL Maint & (5) CAL Maint | 20190324 | 20200324 | Annual | City |
| Dell Inc. | Microsoft Windows Server Standard Per 2 Cores with SA | 20190724 | 20220630 | | City Utilities |
| Dell Inc. | Microsoft Azure Cloud Backup Services | 20180701 | 20210630 | 3-yr | County |
| Dell Inc. | Microsoft Azure Cloud Backup Services | 20180701 | 20210630 | 3-yr | City Utilities |
| Dell Inc. | Microsoft Azure Cloud Backup Services | 20180701 | 20210630 | 3-yr | City |
| Dell Inc. | Microsoft Enterprise Agreement - Office 365 | 20181031 | 20211030 | 3-yr | County |
| Dell Inc. | SQL Server - 2 Cores with Software Assurance x 4 licenses | 20190630 | 20220630 | 3-yr | County |
| Dell Inc. | SQL Server - 2 Cores with Software Assurance x 5 licenses | 20190630 | 20220630 | 3-yr | City |
| Dell Inc. | SQL Server Standard - 4 Cores with Software Assurance | 20200227 | 20220630 | | City Utilities |
| Dell Inc. | (2) Microsoft System Center Datacenter per 16 Cores with Software Assurance | 20180701 | 20210630 | 2-yr | City |
| Dell Inc. | Windows Server Standard User CALs with SA | 20190701 | 20220630 | 3-yr | FWAC |
| Dell Inc. | Windows Server Standard User CALs with SA | 20191206 | 20220630 | | |
| Dell Inc. | VSPro/MSDN Subscription w/SA | 20190701 | 20220630 | | FWAC |
| Dell Inc. | VSPro/MSDN Subscription w/SA | 20170623 | 20200629 | | FWAC |
| Dell Inc. | VSPro/MSDN Subscription w/SA | 20170914 | 20200629 | | City Utilities |
| Dell Inc. | VSPro/MSDN Subscription w/SA | 20181210 | 20200629 | | FWAC |
| Dell Inc. | Microsoft System Center Configuration Manager | 20190128 | 20220630 | | FWAC |
| DLT Solutions | Autodesk Architecture Engineering & Construction Collection Subscription | 20200131 | 20210130 | Annual | City |
| DLT Solutions | AutoCAD LT Subscription | 20200109 | 20210108 | Annual | City |
| DLT Solutions | Autodesk Architecture Engineering Collection Subscription | 20191206 | 20210130 | Annual | City |
| DLT Solutions | AutoCAD including specialized toolsets Annual Subscription | 20200415 | 20210415 | | City |
| DLT Solutions | AutoCAD LT 2018 Perpetual | 20191029 | 20221028 | 3-yr | City |


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| Vendor | General Products Covered | From | To | Term | Entity |
|---|---|---|---|---|---|
| DLT Solutions | AutoCAD LT 2018 Perpetual | 20191125 | 20221124 | 3-yr | City |
| DLT Solutions | Autodesk Architecture Engineering Construction Collection Subscription for 13 users | 20200131 | 20210130 | Upgraded from Civil 3D to AEC 8/26/2019 | City |
| DLT Solutions | Autodesk Architecture Engineering Construction Collection Subscription for 7 Users | 20200118 | 20210117 | | City |
| DroneSense Inc | Sensor Drone License | 20200302 | 20220301 | 2-yr | City |
| Emerson Network Power - Vertiv | Liebert NX UPS | 20200226 | 20210225 | | County |
| ESO Solutions Inc | Firehouse Software | 20200105 | 20210104 | Annual | City |
| ESRI | ARC GIS Software | 20190101 | 20211231 | 3-yr | FWAC |
| Faster Assets by CCG | Faster Web Support | 20200301 | 20201231 | Annual | City |
| Faster Assets by CCG | Faster Web Hosting | 20200301 | 20201231 | | City |
| Frontier Communications Corp. | 1Gig Ethernet Internet Access | 20180125 | 20210124 | 3-yr | City - Bill AC 1/3rd |
| Frontier Communications Corp. | Internet - Kreager Park | 20140213 | None | Monthly | City |
| Frontier Communications Corp. | Internet - McMillen Community Center | 20140410 | None | Monthly | City |
| Frontier Communications Corp. | Internet - McMillen Community Center | 20140423 | None | Monthly | City |
| Frontier Communications Corp. | Internet - Solomon Farm Learning Center | 20150414 | None | Monthly | City |
| Frontier Communications Corp. | 911 Communications | 20191028 | 20201027 | Annual | CCP |
| GE Intelligent Platforms, Inc. dba Gray Matter Systems | Proficy Portal - Global Care Coverage | 20200128 | 20210128 | Annual | City Utilities |
| Hawk Analytics, Inc | Cellhawk | 20191214 | 20201213 | Annual | City |
| HLP, Inc. | Chameleon | 20200201 | 20210131 | Annual | City |
| Imaging Office Solutions | Canon DR-9080C Scanner (CZ316221) | 20200106 | 20210105 | Annual | City |
| Imaging Office Solutions | Canon DR-9080C, CZ306070 Scanner; Canon DR9080C, CZ306074 Scanner | 20190329 | 20200328 | Annual | County |
| Imaging Office Solutions | PA03576-B605, AAADA00489, Fujitsu fi-6670 | 20190331 | 20200330 | Annual | County |
| Imaging Office Solutions | PE-25SL-SW Print Extender 25 User Site License; (2) Canon DR-6030C Scanners; Canon DR-G1100 Scanner; PsiGen Capture | 20190630 | 20200629 | Annual | County |


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| Vendor | General Products Covered | From | To | Term | Entity |
|---|---|---|---|---|---|
| | Enterprise Zero Volume Bundle 500K, AX Workflow License, AX Server Core 5CC | | | | |
| Imaging Office Solutions | Professional Services - Routing & Automation | 20200625 | 20210624 | Annual | City |
| Imaging Office Solutions | PC-23040, A001353 PSI Capture 40K/MO License MG-11003, Level 3 Migrations | 20180719 | 20190718 | Annual | County |
| Imaging Office Solutions | 9863200,95203 ScanPro 3000 with USB Interface, 9863310 UCC310 Combo Fiche/16-35 Roll Film Carrier | 20180713 | 20190712 | Annual | County |
| Imaging Office Solutions | PsiGen: PC-23100, PSI Capture 100K, PC-23040, PSI Capture, 40K, MG11003, Level 3 Migrations | 20190721 | 20200720 | Annual | County |
| Imaging Office Solutions | 9862200, 100704, ScanPro 2200 USB3 W/FC 7x-480x Digital ZOC | 20180725 | 20190724 | Annual | County |
| Imaging Office Solutions | Application Extender, Query Xtractor Site License, Documerge Utility Quietus and Formatta | 20191010 | 20201009 | Annual | FWAC |
| Imaging Office Solutions | Application Extender, Web Services, AX OCR Server, Pegasus ScanFix for AX, Documerge, Pro Quietus 457-100-245 AX Server Core Package-5CC | 20180829 | 20190828 | Annual | FWAC |
| Imaging Office Solutions | E-Forms Mgr, Pro Edition 50K License | 20181101 | 20191031 | Annual | County |
| Imaging Office Solutions | Canon DR-9080C Scanner (CZ304344), 2940 SCSI Card, Framkit, 200, FP450 Canon Printer, MS300 Canon (CS302146) | 20181201 | 20191130 | Annual | County |
| Imaging Office Solutions | 9863200, 95925, ScanPro 3000 W/USB3 Interface; 9863610, UCC610 Fiche/AP Card Motorized 16/35/M Carrier | 20190315 | 20200314 | Annual | County |
| Infor Global Solutions | Infor EAM Enterprise Edition/Mobile/Barcode | 20200528 | 20210527 | Annual | City Utilities |
| Infor Public Sector, Inc | Hansen 8 | 20191201 | 20201130 | Annual | City Utilities/ Civil City |
| Infor Public Sector, Inc | Hansen Infor Asset Management Software | 20191201 | 20201130 | Annual | City Utilities/ Civil City |
| IT Savvy | Cisco Identity Services Engine Base License; (3) VM Small License; SmartNet Total Care Support | 20191127 | 20201126 | Annual | FWAC |
| Itron | Itron | 20200201 | 20210131 | Annual | City |


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| Vendor | General Products Covered | From | To | Term | Entity |
|---|---|---|---|---|---|
| KNOWBE4 Inc | Security Awareness Training | 20191212 | 20201211 | Annual | City |
| Kronos | Telestaff Enterprise v2 | 20191230 | 20201229 | Quarterly | City |
| Kronos | Workforce Central SAAS for SMB | 6/22/2019 | 20200621 | Annual | City Utilities |
| Kwan/VeriPic | VeriPic | 20191201 | 20201130 | Annual | City |
| Labworks LLC | Labworks LIMS | 20200101 | 20201231 | Annual | City Utilities |
| Leads Online | Total Track Plus Metal Theft Investigation | 20191101 | 20201031 | Annual | City |
| Lieberman Technologies | ATWS Tax Warrants System & Cashbook | 20190101 | 20191231 | Annual | County |
| Lieica Geosystems Inc | CS20 Basic CCP; Viva GNSS CCP; Viva TPS Basic CCP; Infinity Flexible Bundle CCP | 20190215 | 20250214 | 6-yr | |
| McAfee | Endpoint | 20200315 | 20230314 | 3-yr | FW/AC |
| McAfee | Web Gateway | 20191230 | 20201229 | Annual | FW/AC |
| Mecury Licensing | Pegasus Mail | 20190908 | 20200907 | Annual | City |
| Microkey Solutions | | 20190601 | 20200531 | | City |
| Mideo Systems, Inc | Mideo Software | 20200307 | 20210306 | | City |
| Midwest Automated Time Systems | Attendance Enterprise | 20190801 | 20200731 | Annual | City |
| Minitab Inc. | Minitab 17 | 20190901 | 20200831 | Annual | City |
| Motorola Solutions | Motorola System | 20200205 | 20210204 | Annual | FWAC |
| Motorola Solutions | Next Generation 911 Command Center Software & Hardware | 20200417 | 20210416 | Annual | FWAC |
| Motorola Solutions | Spillman Flex | 20200101 | 20201231 | Annual | FWAC |
| Mythics Inc | Oracle Right Now: 311 Agent Desktop Cloud Services | 20190701 | 20200630 | Annual | City |
| N Harris Computer Corporation | CIS Infinity & CIS Mobile | 20191101 | 20201031 | 1-yr | City Utilities |
| NCR Corporation | NCR | 20170101 | 20181231 | Annual | County |
| Nebulogic Technologies, LLC | Fort Wayne 311 Smart City Solution | 20200101 | 20201231 | Annual | City |
| NEC Corporation of America | AFIS | 20190801 | 20200731 | Annual | City |
| NEC Corporation of America | Mobile Identification System | 20190623 | 20200622 | Annual | City |
| New Era Technology | FTR: Superior Court - Courthouse, Rooms 106, 107, 110, 204, 205, 207 & 212; Bud Meeks, Courtrooms 1 & 2; Courthouse Annex, Small Claims, 1, 2, 3 & 4 | 20150101 | 20151231 | Annual | County |


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| Vendor | General Products Covered | From | To | Term | Entity |
|---|---|---|---|---|---|
| Optiv Security | Managed Services | 20200101 | 20201231 | Annual | FW/AC |
| Optiv Security | Check Point Enterprise | 20191230 | 20201230 | Annual | FW/AC |
| Optiv Security | Maestro Hyperscale Orchestrator 140 with 8x 100 GbE and 48x 10 GbE Ports; (2) Check Point 6500 Turbo Security Gateways | 20200416 | 20230419 | 3-yr | |
| Oxygen Forensics, Inc | Oxygen Forensics Detective | 20200129 | 20210128 | Annual | City |
| Paperless Business Solutions | Informer | 20200101 | 20201231 | Annual | County |
| PCM-G | Meraki MDM Systems Manager | 20171122 | 20230316 | 5-yr | City - CU |
| Pinnacle Mechanical | Liebert FH380A-C00 A/C-humidifier | | | Annual | County |
| PipeLogix, Inc. | PipeLogix (Flexidata) | 20200101 | 20201231 | Annual | City |
| Presidio Infrastructure Solutions LLC (formerly NETech) | Cisco Smartnets | 20190305 | 20220304 | 3-yr | City |
| Project Xming | Xming Commercial Site License software updates | 20181119 | 20191118 | Annual | FWAC |
| Red Sky Technologies Inc | E911 Anywhere Elin Charge | 20200504 | 20210503 | Annual | City |
| Ricoh USA | Neighborhood Code Printer | 20200608 | 20210607 | Annual | City |
| SAP America | SAP - Hansen | 20191213 | 20201212 | Annual | City Utilities |
| Service Express Inc. | Comprehensive List - see Maintenance Agreement | 20200101 | 20221231 | 3 Year | FWAC |
| Service Express Inc. | SCADA Servers PowerEdge R320: GYPRLN1, GYPRQ22, Power Edge R620: HXP6R22, 18WVR22, 18W7S22 | 20191201 | 20201130 | Annual | City Utilities |
| Smart Draft | Smart Draft Survey | 20190110 | 20200110 | Annual | City |
| Social Solutions Global | Apricot | 20191101 | 20201031 | 4-yr | |
| Solar Winds | Engineer's Toolset Network Performance Monitor | 20200118 | 20210118 | Annual | City |
| Solar Winds | Database Performance Analyzer per SQL Server or Oracle instance - 10 licenses | 20190827 | 20200826 | Annual | FWAC |
| Starboard Consulting | Maximo Asset Management | 20200101 | 20201231 | Annual | City Utilities |
| Storix | AIX Network | 20170527 | 20190904 | 3-yr | City |
| Swiftreach Networks, Inc | 911 Alert System | 20200101 | 20201231 | Annual | City |
| Systems Implementation, Inc | MSS-21 Maintenance | 20200101 | 20201231 | Annual | City |
| Taylor Communications | Link Up Express (Standard Register) | 20190822 | 20200821 | Annual | County |


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| Vendor | General Products Covered | From | To | Term | Entity |
|---|---|---|---|---|---|
| TechSmith | Camtasia | 20200222 | 20210223 | Annual | City |
| Trace 3 | Barracuda Load Balancer | 20180517 | 20210516 | 3-yr | |
| Trace3 | DMZ | 20170126 | 20180521 | 3-yr | FWAC |
| Trace3 | Unity 450 AFA SAN Array | 20171229 | 20201228 | 3-yr | Allen County |
| Trace3 | Flash Unity 450 Array - Spillman Storage | 20180301 | 20210228 | 3-yr | City |
| Trace3 | Unity 450 AFA SAN Array | 20180306 | 20210305 | 3-yr | |
| Trace3 | IDPA | 20190619 | 20240618 | 5-yr | |
| Trace3 | Smartnet for Cisco UCS Servers | | 20210607 | Annual | City |
| Trace3 | VMWare - FW | 20191221 | 20201220 | Annual | City |
| Trace3 | VMWare - AC | 20191209 | 20201208 | Annual | County |
| Trace3 | VMWare - CU | 20200207 | 20210206 | Annual | CU |
| Trustwave | Security Awareness Education | 20160707 | 20190706 | 3-yr | City |
| Tyler Technologies | Munis | 20200921 | 20210920 | Annual | City |
| Tyler Technologies | Munis - OSDBA | 20191101 | 20201031 | Annual | City |
| VeriPic | VeriPic | 20150401 | 20200331 | 5-yr | County |
| Verizon Wireless | AirCard Service | 20200101 | 20201231 | Annual | City |
| Vermont Systems | RecTrac / GolfTrac / MainTrac | 20200101 | 20201231 | Annual | City |
| Vermont Systems | WebTrac | 20200101 | 20201231 | Annual | City |
| Volgistics | Volgistics - Volunteer Logistics | 20191022 | 20201022 | Annual | City |
| Word Systems, Inc. | iRecord | 20200301 | 20210228 | Annual | FWAC - Police & Sheriff |
| Workiva, Inc | Workiva Software | 20200110 | 20200531 | | City |


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## 16.8 IN-SCOPE & ACTIVE "SUPPORTED" APPLICATIONS

| Application | Platform | Database | Language |
|---|---|---|---|
| Accela | Windows | SQL Server | Java |
| acics1 | Unix | Unknown | Cobol |
| adeve3 | Unix | Unknown | Cobol |
| ApplicationXtender | Windows | SQL Server | C# |
| ArcGIS Experience Builder | Node.js | SQL Server | JavaScript |
| ArcGIS for Desktop | Windows Desktop | SQL Server | SQL, Python |
| ArcGIS for Server | Windows Server (2012) | SQL Server | SQL, Python |
| ArcGIS Monitor | Windows Server (2012) | SQL Server | SQL, Python |
| ArcGIS Pro | Windows Desktop | SQL Server | SQL, Python |
| Barracuda | Windows | Unknown | Unknown |
| Barrett Law | Windows | SQL Server | Access VBA |
| Central Square (Cloud) (HTE Financial) | IBM (AS/400) | DB2 | RPG |
| Central Square (Data Management Service, GMBA & Purchase Orders, Print Server) | Windows 2012 R2 | Unknown | Unknown |
| Central Square (Payroll, Year-End, print server) | Windows 2012 R2 | Unknown | Unknown |
| CIS Infinity | Windows | SQL Server | Unknown |
| CIS Infinity Mobile | Windows | .NET | Unknown |
| CMMS | Cloud / Windows | SQL Server | C# |
| Collector for ArcGIS | Mobile (IOS, Android) | SQL Server | SQL, Python |
| Coroners Case File Reporting | Windows Server | SQL | MVC C# |
| DOH Septic Permits | Windows | Access | Access VBA |
| FASTER | Windows | Cloud | Unknown |
| Fire Department Gateway | Windows Server | SQL | MVC C# |
| Fire Department Medical | Network Share | Access | VB Script |


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| Application | Platform | Database | Language |
|---|---|---|---|
| FIREHOUSE | Windows | SQL Server | |
| FLSA | Windows Server | SQL | MVC C# |
| FLSA | Windows | SQL Server | C# |
| Formatta | Windows | SQL Server | Unknown |
| GeoCollector for Windows Mobile | Windows Mobile | SQL Server | SQL |
| GIS Comps Viewer | Internet Browser | SQL Server | SQL, Python, Javascript |
| Hansen | Windows | SQL Server | C# |
| IA Track | Windows | SQL Server | Unknown |
| iHistorian | Windows | SQL Server | Unknown |
| IMAP DPS Viewer | Internet Browser | SQL Server | SQL, Python, Javascript |
| IMAP Election Board Viewer | Internet Browser | SQL Server | SQL, Python, Javascript |
| IMAP Engineering Viewer | Internet Browser | SQL Server | SQL, Python, Javascript |
| IMAP General Viewer | Internet Browser | SQL Server | SQL, Python, Javascript |
| IMAP Parks App | Internet Browser | SQL Server | SQL, Python, Javascript |
| Informer | Windows | SQL Server | Access VBA (I think, used to be) |
| Interaction Desktop | Windows | SQL Server | C# |
| Interfac | Windows | Unknown | Unknown |
| Joomla | Linux Centos | MySQL | PHP, BASH, HTML, JavaScript, CSS |
| Knowledge Base | Windows | Unknown | Unknown |
| Kronos | Cloud / Windows | Cloud | Unknown |
| McAfee Admin | Windows | SQL Server | Unknown |
| McAfee Proxy | Windows | N/A | Unknown |
| Mobile Home Calculator (Assessors) | Windows Server | SQL | MVC C# |
| Munis | Windows | SQL Server | Unknown |
| MVRS (will be replaced by FCS later this year) | Windows | Pervasive | Basic |
| NCE Weeds-Mowing | Mobile (IOS, Android)/Internet Browser | SQL Server | SQL, Python, Javascript, c# |
| NebuLogic (311 interface) | Windows | Oracle | Java |


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| Application | Platform | Database | Language |
|---|---|---|---|
| New Water and Sewer Permits | Windows | Access | Access VBA |
| OneRoof | Windows | Unknown | Unknown |
| PageGate | Unknown | Unknown | Unknown |
| Parks - LSA | Windows Server | SQL | MVC C# |
| Pathfinder Office | Windows Desktop | SQL Server | SQL |
| Payroll (Fire Dept) | Windows Server | SQL | MVC C# |
| Payroll (Fire Dept) | Windows | Access | Access VBA |
| Payroll (Police Dept) | Windows Server | SQL | MVC C# |
| PCARD | Windows Server / PHP | SQL / My SQL | MVC C# / PHP code |
| PD Training (City Police) | Windows Server | SQL | MVC C# |
| PD Training (City Police) | Windows | SQL Server | C# |
| Petro Vend | Windows | SQL Server | Unknown |
| Portal for ArcGIS | Windows Server (2012) | SQL Server | SQL, Python |
| PowerBi | Windows | Unknown | Unknown |
| Property Management Mowing | Mobile (IOS, Android)/Internet Browser | SQL Server | SQL, Python |
| Rain Gauge (planned replacement 2020) | Windows | MySQL | PHP |
| Rap Sheet (Police Dept) | Network Share | Access | C# |
| RecTrac | Windows | SQL Server | Unknown |
| Risk Management (4 systems) | Network Share | Access | VB Script |
| Road Closures | Internet Browser | SQL Server | SQL, Python, Javascript |
| Sick Time (Fire Department) | Windows | SQL Server | Access VBA |
| Sick Time (Police Department | Windows | SQL Server | C# |
| Solarwinds DPA | Windows Server | SQL Server | Unknown. It does not have a .NET or PHP req, only Java |
| Solarwinds NPM | Windows Server | SQL Server | .NET |
| Spillman 6.3 | Unix | Faircom | Unknown |
| Spillman Mobile 6.3 | Windows | Unknown | Unknown |
| TeleStaff | Windows | SQL Server | Unknown |


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| Application | Platform | Database | Language |
|---|---|---|---|
| TerraSync | Windows Desktop | SQL Server | SQL |
| Treasurer Gateway | Windows Server | SQL | MVC C# |
| Trimble Positions | Windows | SQL Server | SQL |
| Trimble/Leica Handheld GPS Unit | Mobile (Android) | SQL Server | SQL |
| Victim Assistance | Windows Server | Access | VB Script |
| Victim Assistance | Windows | SQL Server | Access VBA |
| XMediusFAX | Windows | SQL Server | Unknown |
| Youth Services | Network Share | Access | VB Script |


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## 16.9 SAMPLE LIST OF CURRENT & IN-PROCESS IT PROJECTS

| Project Name | Entity | Billable vs. Bucket hours | Project Initiation | Project Execution | Estimated Projected Completion | Project Status | Last edit |
|---|---|---|---|---|---|---|---|
| Combination sewer overflow site inspections | CU | N/A | **6/30/16** | **6/15/19** | | **On Hold** | 5/6/2020 |
| Siphon inspections | CU | Ticket | **1/24/17** | **TBD** | | **Executing** | 5/6/2020 |
| Civil City GIS Metadata | City | Bucket | **5/15/16** | **3/6/17** | | **Monitoring** | 5/6/2020 |
| Streetlights/signals/signs - Collector | City | Bucket | **Q3/Q4** | **2/21/18** | | **Executing** | 5/6/2020 |
| Access-to-SQL Migration (NIRCC) | County | Bucket | **3/23/17** | **9/22/17** | 6/1/20 | **Executing** | 5/6/2020 |
| Water services valves | CU | Billable | **6/27/17** | **8/20/18** | | **Executing** | 5/6/2020 |
| Lenel "OnGuard" Deployment | CU | TBD | **3/21/18** | **5/23/18** | | **Executing** | 5/6/2020 |
| CIS upgrade | CU | Billable | **6/28/18** | **11/1/18** | | **Executing** | 5/6/2020 |
| Tech Fest 2019 | Atos | N/A | **1/1/20** | **1/23/20** | 12/31/20 | **Executing** | 5/6/2020 |
| Wet Weather Project | CU | N/A | **9/20/18** | **TBD** | | **On Hold** | 5/6/2020 |
| 2020 City Utilities Refresh | CU | Nonbillable | **1/1/20** | **1/1/20** | 12/31/20 | **Executing** | 5/6/2020 |
| DC/DR | Enterprise | | **1/7/20** | **?** | | **Initiating** | 5/6/2020 |
| CU DMZ | CU | TBD | **10/2/18** | **TBD** | TBD | **Executing** | 5/6/2020 |
| CU Printers | CU | Nonbillable | **?** | **?** | | **On Hold** | 5/6/2020 |
| Scale house database Server | CU | Ticket | **?** | **?** | 5/4/20 | **Closing** | 5/6/2020 |
| Spillman | Enterprise | TBD | **6/17/19** | | 2/18/20 | **Closing** | 5/6/2020 |
| Rain Gauge / Riverwatch rebuild | City | | **?** | **?** | | | 5/6/2020 |
| CU 365 migration | CU | Nonbillable | **?** | **?** | | | 5/6/2020 |
| Data Source for Cognos | County | | **11/14/17** | **?** | | **On Hold** | 5/6/2020 |
| Basic information from CIS | CU | | **3/27/19** | **?** | | | 5/6/2020 |


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| Project Name | Entity | Billable vs. Bucket hours | Project Initiation | Project Execution | Estimated Projected Completion | Project Status | Last edit |
|---|---|---|---|---|---|---|---|
| Biosolids Network Assessment | CU | Nonbillable | **11/18/19** | **?** | | | 5/6/2020 |
| Open Enrollment - Fats, Oils, and Greece | Cu | | **3/30/20** | **TBD** | | | 5/6/2020 |
| Install Dell OptiPlex 7070 | CU | Nonbillable | **2/20/20** | **?** | | | 5/6/2020 |
| Accela - DVS Phase II | CU | Billable | **1/1/16** | **8/1/16** | 12/31/17 | **Monitoring** | 5/5/2020 |
| Accela-ApplicationXtender Interface Rewrite | Enterprise | Nonbillable | **6/3/16** | **7/15/16** | TBD | **On Hold** | 5/5/2020 |
| Chronic Problem Properties Ordinance | Enterprise | Ticket | **10/30/17** | **1/1/18** | TBD | **On Hold** | 5/5/2020 |
| Accela - Auto calculate All Permit Fees for Building | County | Ticket | **11/28/17** | **1/2/19** | TBD | **On Hold** | 5/5/2020 |
| Online Form Submission Update | CU | Bucket | **9/20/18** | **12/26/18** | 3/29/19 | **On Hold** | 5/5/2020 |
| 2020 County Refresh | County | Billable | **11/1/18** | **2/1/19** | 12/31/19 | **Executing** | 5/5/2020 |
| Odyssey Upgrade and Refresh | County | Ticket | **5/9/19** | **6/24/19** | 10/1/19 | **On Hold** | 5/5/2020 |
| Work Release Move | | | **?** | **?** | | **On Hold** | 5/5/2020 |
| Window 10 version upgrade | Enterprise | Nonbillable | **?** | **?** | | **Executing** | 5/5/2020 |
| AC 365 migration | County | Nonbillable | **?** | **?** | | **Executing** | 5/5/2020 |
| Grant Base Accounting (Community Development) | City | Nonbillable | **9/8/17** | **9/19/17** | TBD | **On Hold** | 5/5/2020 |
| Evidence Process (ACPAO) | City | TBD | **10/23/17** | **TBD** | 6/18/19 | **On Hold** | 5/5/2020 |
| Mowing Phase 3 - NCC/Property Management | City | Bucket | **TBD** | **TBD** | TBD | **Executing** | 5/5/2020 |
| City Property Management - Sales | City | TBD | **5/7/19** | **TBD** | TBD | **Researching** | 5/5/2020 |
| 2019 City Refresh | City | Billable | **11/1/19** | **2/1/19** | TDB | **Executing** | 5/5/2020 |
| MUNIS/TCM integration with PMIS | City | TBD | **1/9/20** | **?** | | **Withdrawn** | 5/5/2020 |
| Wdata Virtual Server | City | TBD | **1/22/20** | **?** | | **Initiating** | 5/5/2020 |


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| Project Name | Entity | Billable vs. Bucket hours | Project Initiation | Project Execution | Estimated Projected Completion | Project Status | Last edit |
|---|---|---|---|---|---|---|---|
| Johnny Appleseed Campground | City | Nonbillable | **2/5/20** | **?** | | **Executing** | 5/5/2020 |
| Election Board | County | TBD | **7/10/19** | **2/13/20** | | **Executing** | 5/5/2020 |
| FWPD Worksheets/Pencil books | City | TBD | **8/14/19** | **?** | | **On Hold** | 5/5/2020 |
| FWPD Equipment List | City | TBD | **6/18/19** | **?** | | **On Hold** | 5/5/2020 |
| Meter Report | CU | Nonbillable | **5/15/19** | **6/15/19** | | **Initiating** | 5/5/2020 |
| P-Card | City | Billable | **?** | **2/20/20** | | **Executing** | 5/5/2020 |
| SQL upgrade | Enterprise | Nonbillable | **3/27/20** | **?** | | **Initiating** | 5/5/2020 |

## 16.10 CURRENT FUNCTIONAL ORG CHARTS: CITY/COUNTY IT

The following represents the City/County IT's "current" functional organization(s). Although 3 separate IT departments exist for the Civil City, County and City utilities a cohesive collaboration exists between all three.

| CFW/AC Area | Mgmt/Leadership | Direct Reports / IT Staff | Total FTEs |
|---|---|---|---|
| **Civil City** | CIO (1) | (none) | **1** |
| **City Utilities** | CIO (1) | GIS Mgr (1)<br>GIS Specialist (5)<br>Business Services Coordinator (1) | **8** |
| **County of Allen** | IT Director (1) | Permit Systems Coordinator (1)<br>Project Mgr (1)<br>GIS Coordinator (1)<br>GIS Tech (.5) | **4.5** |


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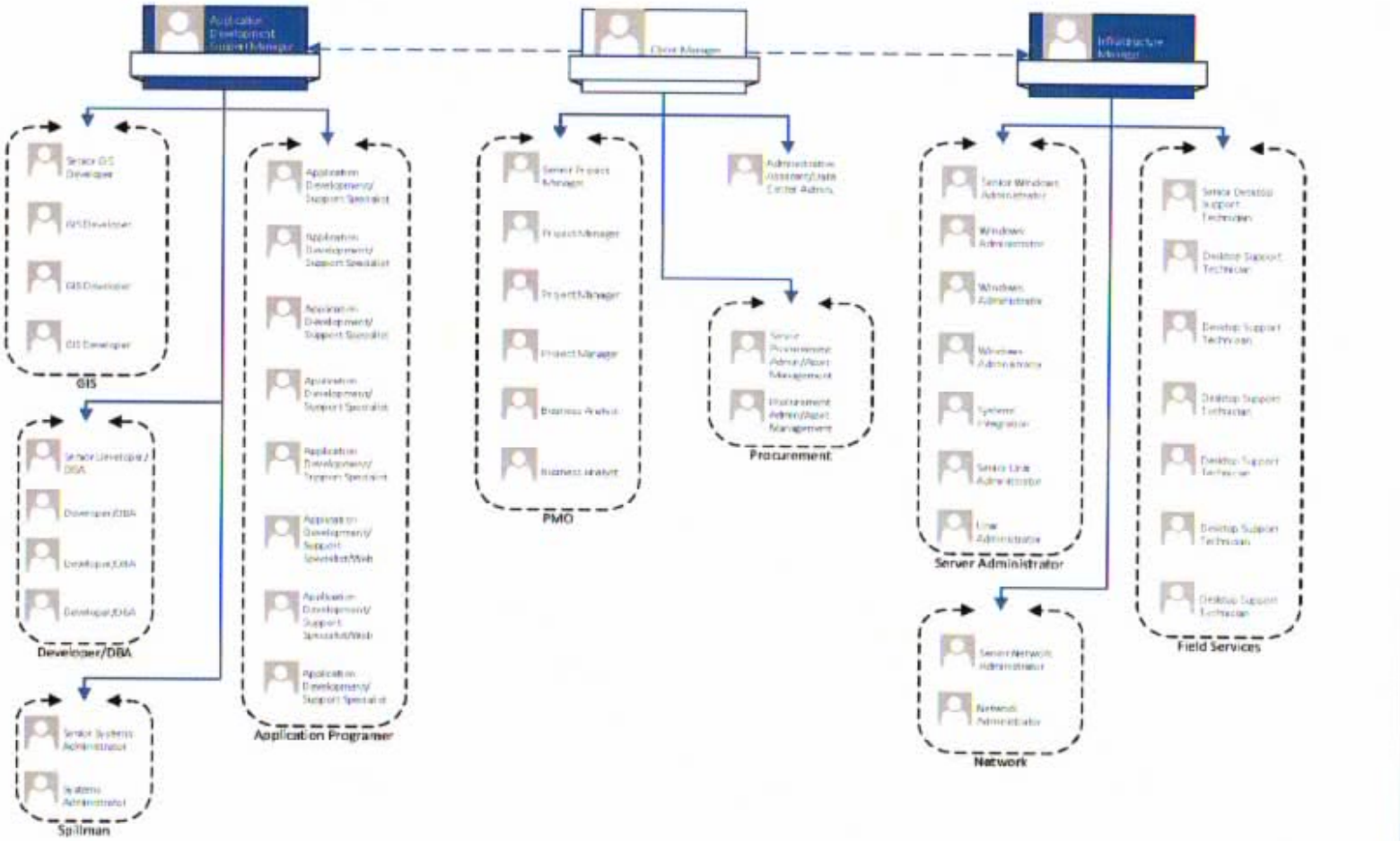
## 16.11 CURRENT FUNCTIONAL ORG CHART: CURRENT IT SERVICE PROVIDER





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## 16.12 ALLEN COUNTY: AGENCY LISTING

| County Agency | Approx. # Empl | County Agency | Approx. # Empl |
|---|---|---|---|
| Adult Probation | 28 | Maintenance | 27 |
| County Assessor's Office | 43 | Maumee River Basin Commission | Not Covered |
| Auditor's Office | 23 | Memorial Coliseum | Not Covered |
| Building | 27 | NIRCC | 15 |
| CASA | 5 | Parks | 44 |
| Circuit Court | 17 | Planning Services | 22 |
| Clerk's Office | 66 | Prosecutor's Office | 103 |
| Commissioners' Office | 8 | Public Defender | 9 |
| Community Corrections | 76 | Purchasing | 11 |
| County Extension Service | Not Covered | Recorder's Office | 12 |
| Coroner's Office | 7 | Sheriff's Office | 169 |
| County Council | 7 | Soil & Water Conservation District | Not Covered |
| Election Board | 38 | Solid Waste Management District | 14 |
| Environmental Affairs | 1 | Superior Court | 106 |
| Health | 67 | Surveyor's Office | 13 |
| Highway | 89 | Treasurer's Office | 12 |
| Homeland Security | 3 | Veterans Affairs | 2 |
| Human Resources | 8 | Voter Registration | 6 |
| Information Technology | 4 | Wayne Twp Assessor's Office | 12 |
| Jail | 163 | Work Release | 7 |
| Juvenile Center | 170 | Youth Services Center | 36 |
| | | **TOTAL County:** | **1,470** |

## 16.13 CIVIL CITY AND CITY UTILITIES: DEPARTMENTAL LISTING

| Dept. # | Civil City Dept. Name | Full Time | Regular Part Time | Seasonal Part Time | Total | % on Computers |
|---|---|---|---|---|---|---|
| Civil City | MAYOR / CALL CENTER | 19 | | 1 | 20 | 100% |
| Civil City | CITY COUNCIL | 11 | | | 11 | 9% |
| Civil City | CITY CLERK | 7 | | | 7 | 100% |
| Civil City | METRO | 12 | | | 12 | 100% |
| Civil City | WEIGHTS & MEASURES | 2 | | | 2 | 100% |
| Civil City | LAW / INTERNAL AUDIT | 8 | | | 8 | 100% |
| Civil City | STREET ENGINEERING | 11 | | | 11 | 100% |
| Civil City | TRAFFIC ENGINEERING | 4 | | | 4 | 100% |
| Civil City | ANIMAL CONTROL | 33 | 6 | | 39 | 50% |
| Civil City | HUMAN RESOURCES | 8 | | | 8 | 100% |
| Civil City | CONTROLLER / PAYROLL / TECH | 14 | | 3 | 17 | 100% |
| Civil City | BOPW / SOLID WASTE / FLEET | 14 | 1 | | 15 | 100% |
| Civil City | NEIGHBORHOOD CODE | 24 | | 7 | 31 | 100% |
| Civil City | SIGN & SIGNAL / STREET LIGHT | 35 | | 1 | 36 | 80% |


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| Dept. # | Civil City Dept. Name | Full Time | Regular Part Time | Seasonal Part Time | Total | % on Computers |
|---|---|---|---|---|---|---|
| Civil City | PARK DEPARTMENT | 120 | 12 | 80 | 212 | 45% |
| Civil City | ECON DEVELOPMENT | 45 | 1 | 1 | 47 | 100% |
| Civil City | STREET DEPARTMENT | 94 | | 29 | 123 | 5% |
| Civil City | PARKING CONTROL | 7 | | | 7 | 100% |
| Civil City | POLICE | 451 | | 44 | 495 | 90% |
| Civil City | POLICE CIVILIANS | 62 | 3 | | 65 | 100% |
| Civil City | FIRE DEPARTMENT | 340 | | | 340 | 10% |
| Civil City | FIRE CIVILIANS | 7 | 1 | | 8 | 100% |
| Civil City | RADIO SHOP | 8 | | | 8 | 100% |
| Civil City | PROPERTY MGMT./PURCHASING | 11 | | | 11 | 100% |
| Civil City | RISK MANAGEMENT | 5 | | | 5 | 100% |
| Civil City | 911 COMMUNICATIONS | 78 | 2 | | 80 | 100% |
| Civil City | FLOOD | 1 | | | 1 | 100% |
| Civil City | TSV AND TRANSPORTATION | 27 | | | 27 | 80% |
| **Total** | | **1,458** | **26** | **166** | **1650** | |

| Dept. # | City Utilities Dept. Name | Full Time | Regular Part Time | Seasonal Part Time | Total | % on Computers |
|---|---|---|---|---|---|---|
| City Utilities | FILTRATION PLANT | 39 | 1 | | 40 | 25% |
| City Utilities | WATER MAINTENANCE | 82 | | | 82 | 20% |
| City Utilities | WPC PLANT | 46 | | | 46 | 25% |
| City Utilities | WPC MAINTENANCE | 53 | | | 53 | 20% |
| City Utilities | STORM WATER | 20 | | | 20 | 20% |
| City Utilities | PLANNING / DESIGN | 32 | | 9 | 41 | 100% |
| City Utilities | ENGINEERING SUPPORT / GIS | 9 | | | 9 | 100% |
| City Utilities | DEVELOPMENT SERVICES | 15 | | | 15 | 100% |
| City Utilities | CUSTOMER RELATIONS | 28 | 1 | | 29 | 100% |
| City Utilities | DATA CONTROL | 8 | | | 8 | 100% |
| City Utilities | GENERAL ACCOUNTING | 7 | | | 7 | 100% |
| City Utilities | UTILITY ADMINISTRATION | 17 | | 1 | 18 | 100% |
| **Total** | | **356** | **2** | **10** | **368** | |

| | Summary: | Full Time | Regular Part Time | Seasonal Part Time | Total |
|---|---|---|---|---|---|
| | **Civil City:** | 1458 | 26 | 166 | 1650 |
| | **City Utilities:** | 356 | 2 | 10 | 368 |
| | **TOTAL** | **1814** | **28** | **176** | **2018** |


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**BILL NO. S-21-01-19**

# REPORT OF COMMITTEE ON FINANCE

## February 9, 2021

***Jason Arp Chair***

***Glynn Hines Co-Chair***

***All Council Members***

An Ordinance approving the purchase of thirty six months of Computer Services benefitting the infrastructure utilized by the City of Fort Wayne and Allen County, for a total cost of $11,696,762.00; from and through KSM Consulting by the City of Fort Wayne, Indiana

*A total of cost $11,696,762.00 over thirty-six months*

**COMMITTEE ON REGULATIONS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance**

| COUNCIL MEMBER | DO PASS | DO NOT PASS | ABSTAIN |
|---|---|---|---|
| ARP | | | |
| CHAMBERS | | | |
| DIDIER | | | |
| ENSLEY | | | |
| FREISTROFFER | | | |
| HINES | | | |
| JEHL | | | |
| PADDOCK | | | |
| TUCKER | | | |

***LANA R. KEESLING***
***CITY CLERK***

Public Hearing Date: N/A
Read the first time in full and on motion by Councilperson Arp.
Read the second time by title and referred to the Finance Committee.
Read the third time in full and on motion by Councilperson Arp, placed on passage by the following vote:

| TOTAL VOTES | AYES | NAYS | ABSTAINED | ABSENT |
|---|---|---|---|---|
| ARP | ☒ | ☐ | ☐ | ☐ |
| CHAMBERS | ☒ | ☐ | ☐ | ☐ |
| DIDIER | ☒ | ☐ | ☐ | ☐ |
| ENSLEY | ☐ | ☐ | ☒ | ☐ |
| FREISTROFFER | ☐ | ☐ | ☐ | ☒ |
| HINES | ☒ | ☐ | ☐ | ☐ |
| JEHL | ☐ | ☒ | ☐ | ☐ |
| PADDOCK | ☒ | ☐ | ☐ | ☐ |
| TUCKER | ☐ | ☐ | ☐ | ☒ |

DATED: February 9, 2021

Lana R. Keesling
LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as Special Ordinance No. S-21-01-19 on the 9th day of February, 2021

ATTEST:

Lana R. Keesling
LANA R. KEESLING
CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th of February 2021, at the hour of 9:50 o'clock A.M. E.S.T.

Lana R. Keesling
LANA R. KEESLING, CITY CLERK

Approved and signed by me this 10TH day of FEBRUARY 2021, at the hour of 10:30 o'clock AM. E.S.T.

FORT WAYNE, INDIANA
RECEIVED
FEB 11 2021
LANA R. KEESLING
CITY CLERK

THOMAS C. HENRY, MAYOR