



City of Dayton, Ohio

Department of Information Technology

Help Desk Support Services

REQUEST FOR PROPOSALS (RFP) No. 20-012IT

October 2020

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## SECTION 1 – PROPOSAL INSTRUCTIONS

### 1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications/questions regarding the RFP Process to:

City of Dayton, Department of Information Technology  
Dave Johnson  
130 W. Second Street, Suite 320  
Dayton, Ohio 45402  
Telephone: (937) 333-6323  
Fax: (937) 333-7825  
E-Mail: Dave.Johnson@daytonohio.gov

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFP Schedule). Written responses will be prepared by the City and posted on the city's web site by the date listed in *Section 1.02*. Changes to this RFP will be made only by formal written correspondence issued by the City.

A copy of this proposal and any additional documentation may be found at the City of Dayton's website at:

<http://daytonohio.gov/bids.aspx>

### 1.02 RFP SCHEDULE.

Issue RFP:	October 2, 2020
Last Day to Submit Questions:	5:00 PM local (Dayton OH) time on October 16, 2020
Written Responses to Questions:	October 26, 2020
Due Date for Proposals:	4:30 PM local (Dayton OH) time on October 30, 2020
Contractor is Selected:	Anticipated by November 2020
Contract is Awarded:	Anticipated to be in December 2020
Notice to Proceed Issued:	Anticipated to be in January 2021

**1.03 SUBMITTING A PROPOSAL.** Each Contractor seeking consideration for performance of services related to the project must submit a Proposal. All proposals shall be submitted as a PDF via electronic submission to [bids@daytonohio.gov](mailto:bids@daytonohio.gov). The City has a 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should your company's proposal document exceed this limit, your company will have to submit its document in multiple parts (emails). Should proposal document require multiple emails, please designate in the "Subject" line of each email sent; RFP No. 20-012IT Part 1, RFP No. 20-012IT Part 2, and so forth.

Proposal opening will be facilitated using Zoom with the following login link:  
(Pricing will not be provided, just the name of the proposer.)

<https://us02web.zoom.us/j/88985292690?pwd=aWE0dmNxZ0tIUHZjM0E2cDI3UEUzdz09>

Sealed proposals must be received in the Procurement bid email in-box ([BIDS@DAYTONOHIO.GOV](mailto:BIDS@DAYTONOHIO.GOV)) by 4:30 PM on the date indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent Requests for Proposal. The City reserves the right to approve or reject any sub-Contractors proposed for work under this proposal or waive any minor irregularities

The City reserves the right to select the successful proposer on the basis of proposals received, without seeking further information for clarification from proposers. Upon review of proposals, the City may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The City does not guarantee that any contract will be awarded as a result of this RFP. In the event that a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

**1.04 REQUIRED PROPOSAL CONTENTS.** All brochures and supplemental documentation shall be included with the original and all of the copies. If not, the proposal may be considered as non-responsive. Contractors are required to submit the following information in their proposal:

- **Letter of Transmittal.** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
  - **Location** – The street address of the proposer's company headquarters.
  - **Local Office of Proposer** – Provide the location of the proposer's office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
  - **Company's Primary Business** – State the proposer's primary business, the number of years in the proposer's industry, and the number of employees assigned to these related activities.
  - **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
  - **Please list any Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A. Lastly, please provide your company's monthly and annual rates of employee turnover.
- **Proposal Response** as per Section 2.
- **Statement of Exceptions to RFP requirements.** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city's RFP are to be identified and failure to do so shall make the proposal non-responsive. City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements
- **References.** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in the state of Ohio.

#### 1.05 Items that Disqualify a Vendor Immediately.

- Incomplete or non-responsive proposal
- Failure to submit a proposal that addresses the minority hiring criteria identified throughout the RFP
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.

**1.06 CRITERIA.** The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.

Proposers shall not assume that any information shared with the City prior to this RFP will be considered in the Evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in proposal only.**

<b>Evaluation Criteria for Goods and Services</b>		
<b>Item</b>	<b>Description</b>	<b>Percentage Possible</b>
1	Capacity / Depth of Resources	20%
2	Staff Qualifications	20%
3	Cost/Price/Lump Sum Fee	25%
4	Emergency Contingency Plan	10%
5	Experience providing services described herein / References	15%
6	Dayton Local Business	5%
7	PEP Certified Vendor	5%
	<b>Total Points</b>	<b>100%</b>

#### 1.07 MISCELLANEOUS ITEMS.

- **All Contractors submitting a proposal will be notified, upon final determination by the City, of the firm or firms selected to perform the requested work.**

## SECTION 2 – SCOPE OF PROJECT

**2.01 PURPOSE AND NEED / PROJECT DESCRIPTION.** The City of Dayton (City), Department of Information Technology (IT) is seeking proposals from highly experienced and professional service firms to provide remote Help Desk Support Services (Tier I) via telephone and email. These services will require but not be limited to the following features:

- Qualified personnel experienced in technical desktop troubleshooting and providing user support.
- Adequate staffing and resources to meet the City’s operational requirements as related to help desk support services.
- Support availability between the hours of 12:00 AM to 6:00 AM, 5 days a week Monday to Friday and on the weekend Saturday and Sunday for the full 24 hours, 365 days a year, to include inclement weather days and the holidays listed below. Additionally, the contractor must be able to provide emergency service coverage within an hour notification for hours outside of 12:00 AM to 6:00 AM. For context, requests for emergency service coverage have occurred less than twelve times per year.

### **City of Dayton 2021 Holiday Schedule**

New Year’s Day	January 1, 2021
Martin Luther King Day	January 18, 2021
President’s Day	February 15, 2021
Good Friday	April 2, 2021
Memorial Day	May 15, 2021
Independence Day	July 5, 2021
Labor Day	September 6, 2021
Thanksgiving Day	November 25, 2021
Day after Thanksgiving	November 26, 2021
Day before Christmas	December 23, 2021
Christmas Day	December 24, 2021

### **2.02 BACKGROUND INFORMATION.**

The City’s IT Department currently utilizes an internal browser based Open Source help desk ticket support system (i.e. OS Ticket) version 1.10, installed on a CentOS Linux server release 7.4.1708. In the near future, the City plans to implement Microsoft System Center’s Incident Reporting software.

IT’s technical application environment is supported during the hours of 6:00 AM to 12:00 AM by five (5) primary technical customer support specialists who provide application and desktop troubleshooting and manual entry of all telephone and email requests into the City’s ticket support system. From 12:00 AM to 6:00 AM, the City’s technical application environment is supported by a remote third-party vendor. The IT Department is further supported by approximately thirty (30) secondary support personnel, which includes Desk Analysts, System Analysts, System Engineers and contractors who provide advanced support to IT operations.

The IT staff currently support approximately 1,700 Windows network domain users with the majority of users utilizing Dell workstations and laptops installed with Microsoft Windows standard operating system and Office 365 products.

Total ticket requests by year:

<b>** Tickets by Team **</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>
<b>Total Tickets Created</b>	1656	2460	2417	2697
<b>IT Help Desk (1st &amp; 2nd Shifts )</b>	1567 ( 94.63 % )	2303 ( 93.62 % )	2244 ( 92.84 % )	2477 ( 91.84 % )
<b>IT Help Desk 3rd Shifts</b>	56 ( 03.38 % )	141 ( 05.73 % )	142 ( 05.88 % )	175 ( 06.49 % )
<b>Other IT Staff</b>	33 ( 01.99 % )	16 ( 00.65 % )	31 ( 01.28 % )	45 ( 0 1.67 % )
<b>** Tickets by Shift **</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>
<b>Total Tickets Created</b>	1656	2460	2417	2697
<b>1st Shift (6a - 2p)</b>	1027 ( 62.02 % )	1501 ( 61.02 % )	1439 ( 59.54 % )	1543 ( 57.21 % )
<b>2nd Shift (2p - 12a)</b>	574 ( 34.66 % )	835 ( 33.94 % )	845 ( 34.96 % )	1000 ( 37.08 % )
<b>3rd Shift (12a - 6a)</b>	55 ( 0 3.32 % )	124 ( 05.04 % )	133 ( 05.50 % )	154 ( 05.71 % )
<b>* Tickets by Week Day / End *</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>
<b>Total Tickets Created</b>	1656	2460	2417	2697
<b>Week Day</b>	1597 ( 96.44 % )	2350 ( 95.53 % )	2253 ( 93.21 % )	2548 ( 94.48 % )
<b>Week End</b>	59 ( 0 3.56 % )	110 ( 04.47 % )	164 ( 06.79 % )	149 ( 05.52 % )

## 2.03 SCOPE OF WORK / PROJECT REQUIREMENTS.

Contractor will be responsible for supporting the City's technical application environment. Generally, this will include basic resolution with common application issues and computer hardware configurations. Moreover, contractor personnel must also be able to immediately analyze and resolve incidents that include, but are not limited to the following:

- Password resets for specific applications (Detailed instructions will be provided to selected contractor)
- Unlock Windows Active Directory (AD) user accounts upon successful user ID verification
- End user email delivery troubleshooting (Outlook settings and connectivity, including delivery to supported personal devices)
- Basic network permission and connectivity troubleshooting, such as resolving issues for user access to their folders, files, printer access, and application access.
- Responding to alerts from the following monitoring systems:
  - Wide Area Network sites
  - Public safety message servers and network switches
  - Data center physical status (A/C, water sensor, power status/UPS)
  - Other critical service systems monitored by What's Up Gold/Splunk, which includes servers, switches, and other network enabled hardware and/or software services

In addition to the above requirements, contractor personnel must possess the following qualifications:

- Ability to respond quickly to common inquiries or complaints from end users.
- Experience in technical desktop troubleshooting and providing user support.
- Experience in identifying more complex and difficult problems, which need to be escalated to a higher support tier for support.
- Capable of working independently, establishing and managing task completion within deadlines that are responsive to end user needs.
- Strong interpersonal and customer service skills with the ability to present solutions in a user-friendly language.
- Ability to effectively utilize available resources to learn and progress through unfamiliar medium.



Contractor personnel are also required to be certified and/or have extensive experience with the following applications:

- Microsoft Office 365 Suite (Word, Excel, PowerPoint, Access, Teams, Outlook and One Drive)
- Microsoft Operating Systems Windows 10
- Microsoft Windows Server 2012-16 Services monitoring
- Common Web Browsers such as Microsoft Internet Explorer/Edge, Google Chrome and Mozilla Firefox
- Microsoft Outlook E-mail client including smartphone email setup
- General Networking (LAN) device verification and troubleshooting to verify component availability
- Common desktop and network printer setup

For escalated tickets, contractor personnel will be required to follow the escalation path set forth by the City's IT Department. Additionally, as a standard business practice, contractor will be required to enter all service calls into the City's help desk ticketing system.

If required, the City will provide contractor more specific application support information and remote training, concerning basic support of specialized City systems.

All contractor personnel will be required to pass a criminal background check to include but not limited to fingerprinting and identity verification. The background check process is conducted through the City of Dayton Police Department with no additional cost to the contractor. If Contractor is not located within close proximity to the City, the City of Dayton Police Department will work with the contractor's local authorities or an authorized agency to obtain finger printing and identity verification.

Contractor personnel will be required to participate in an annual State of Ohio Law Enforcement Agency Data System (LEADS) basic certification and security awareness training provided by the City. This certification is completed on-line through the State of Ohio LEADS organization, at no cost to the contractor.

**2.04 PRICING STRUCTURE.** Prices proposed will remain firm for acceptance within **180** calendar days after the RFP closing date.

Services shall commence upon execution of the contract agreement with the successful proposer by the City for the initial period from January 1, 2021 to December 31, 2021. The City will have the sole discretion to extend the terms of this agreement for three (3) additional 12-month periods from January 1, 2021 through December 31, 2024. Please complete Exhibit F – Pricing Schedule. Please note that the exhibit includes a section to provide optional pricing for weekend services for our consideration.

**2.05 EMERGENCY CONTINGENCY PLAN.**

Proposers shall provide an emergency contingency plan; outlining measures and procedures for assuring continuity of staffing, communications, and equipment availability, etc. during and after emergency events. Awarded contractor will be required to provide contact names and phone numbers in the event of an emergency. This contact should be available 24 hours a day, seven days a week

Please include this document with your company's proposal response.

## SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

**3.01 TAX EXEMPTION.** All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio, and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Procurement.

**3.02 PROPOSER AFFIDAVIT.** If the successful proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

**3.03 PROCUREMENT ENHANCEMENT PROGRAM.** It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so based on the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to visit <http://daytonhrc.org/business-technical-assistance/certification/> to learn more about PEP and other certification programs, and to review the list of currently certified Minority-Owned, Woman-Owned and Small Business Enterprises.

**3.04 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY.** No bid may be accepted or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

**3.05 PROPOSER'S INCURRED COSTS.** Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the City, and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

**3.06 AFFIRMATIVE ACTION ASSURANCE (AAA).** The selected Contractor must file an Affirmative Action Assurance form ("AAA Form") with the City's Human Relations Council (HRC) and obtain approval from HRC to do business with the City. You may contact the HRC for the Rules and Regulations, and the AAA Form required of vendors of the City, at:

Human Relations Council  
371 West Second Street, Suite 100  
Dayton, Ohio 45402  
(937) 333-1403 (Office)  
(937) 222-4589 (Fax)

Failure to maintain active AAA certification with the HRC may result in termination of the contract and/or denial of future contract awards from the City. AAA certification must be updated annually via [citybots.com](http://citybots.com)

**3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – These are standard terms are subject to change by the City prior to the award of the contract.**

## **ARTICLE 1. TERM**

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on December 31, 2021, whichever date is earlier. The City will have an option to renewal annual with the vendor at the same agreed upon initial price for three (3) years and for an additional two (2) years with an increase of 5% per year.

## **ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor shall provide all services necessary to complete the Services that are described in Section 2 Scope of Project.

## **ARTICLE 3. COMPENSATION**

Contractor shall submit invoices, not more frequently than monthly, for payment of the Services provided. Such invoices shall state the invoice period, total amount requested, and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

## **ARTICLE 4. CITY'S RESPONSIBILITIES**

The City will furnish Contractor, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

## **ARTICLE 5. STANDARD OF CARE**

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

## **ARTICLE 6. INDEMNIFICATION**

Contractor shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

## **ARTICLE 7. INSURANCE**

During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.

- (5) Contractor shall be required to obtain a Performance bond, at Contractor's expense, in an amount not less than \$1,000,000, or such other amount as approved by the City, as a condition to award of a contract. Said bond is to be delivered to the Manager of Accounting and Treasury prior to the beginning date of contract.
- (6) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage

Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.

## ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Contractor.

## ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services actually provided up to the date of termination.

Or

This Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Contractor's assets is appointed by a court of competent jurisdiction.
2. Contractor is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Contractor's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Contractor to remedy such failure within thirty (30) days from the date of written notice from City.
4. Contractor's violation of any applicable federal, state, or local law applicable to the Project and construction thereof or Services required by this Agreement.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Company desires to terminate this Agreement.

Any such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor.

In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

## ARTICLE 10. STANDARD TERMS

### A. DELAY IN PERFORMANCE

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

### B. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

### C. COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip Code \_\_\_\_\_  
Attention: \_\_\_\_\_  
Title: \_\_\_\_\_

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

### D. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Contractor from receiving future City contracts.

### E. WAIVER

A waiver by the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

## F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision.

## G. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the City as an “independent contractor”. As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

## H. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

## I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

## J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

## K. POLITICAL CONTRIBUTIONS

Contractor affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

## L. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

## M. PCI COMPLIANCE

Bidder/proposer (“Offeror”) represents and warrants that, for the entirety of any agreement resulting from this solicitation that involves processing credit and/or debit card revenue transactions on behalf of the City of Dayton that the solution is clearly defined to warrant the following:

1. Any and all computer software, hardware, firmware, payment card processing policies, procedures and related services proposed to be utilized to process City of Dayton revenue transactions shall be:
  - a. Completed by a qualified professional payment card processing firm acceptable and approved by the City of Dayton; and,

- b. Fully compliant with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>).
2. Proposer shall provide and agrees to maintain the PCI compliance reporting Attestation of Compliance (“AOC”) Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmittal to the City of Dayton.

[https://www.pcisecuritystandards.org/documents/PCI-DSS-v3\\_2-AOC-Merchant.docx?agreement=true&time=1493826893795](https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?agreement=true&time=1493826893795)

or

[https://www.pcisecuritystandards.org/documents/PCI-DSS-v3\\_2-AOC-Offerror.docx?agreement=true&time=1493826893795](https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Offerror.docx?agreement=true&time=1493826893795)

Select one of the following and initial on the adjacent line:

- ☐ Not Applicable (“N/A”) \_\_\_\_\_
- ☐ Offeror, reviewed, understands and hereby acknowledges and affirms that its offer to the City of Dayton satisfies these requirements and shall continue to satisfy these requirements for the duration of any resulting agreement; current and relevant AOC’s are attached to demonstrate satisfaction of these requirements at the time of offer to the City of Dayton. \_\_\_\_\_

#### N. LIVING WAGE ORDINANCE

“I certify the proposing entity complies with the City of Dayton Ordinance #30829-09 and the City’s Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages.”

☐ YES      ☐ NO



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## EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer's name and address exactly as it would appear in a contract:

Entity Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Proposer's Phone Number: \_\_\_\_\_

Proposer's Fax Number: \_\_\_\_\_

Proposer's E-mail Address: \_\_\_\_\_

**Form of Ownership**    ☐ **Sole Proprietorship**    ☐ **Franchise**    ☐ **Partnership**    ☐ **Corporation**  
☐ **Joint Venture**    ☐ **LLC**    ☐ **Other (Specify):** \_\_\_\_\_

If a corporation, state of incorporation: \_\_\_\_\_

Federal Identification Number (or SSN if sole proprietorship): \_\_\_\_\_

**Please include your IRS Form W9 with your proposal.**

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages.    ☐ **Yes**    ☐ **No**

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME AND TITLE:** \_\_\_\_\_

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.



**EXHIBIT A – LETTER OF TRANSMITTAL (continued)****COMPANY PROFILE AND BACKGROUND**

Name of Proposing Company: \_\_\_\_\_

Company's Primary Business - State the proposer's primary business, the number of years in the industry, and the number of employees assigned to these related activities:

Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: \_\_\_\_\_

Current Pending Lawsuits: Please provide any and all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

--

Local Office of Proposer: Office nearest to Dayton, Ohio: \_\_\_\_\_

Federal Identification Number (or SSN if sole proprietorship): ##-#####

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO

Current rate of employee turnover: Monthly \_\_\_\_\_% Annually \_\_\_\_\_%



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## EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: \_\_\_\_\_

**List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 20-012IT. Do not use the City of Dayton as a reference.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



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## EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City as a result of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered "forced labor" under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides any and all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: \_\_\_\_\_  
Bidding Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Signature/Title: \_\_\_\_\_  
Federal I.D.#: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
FaxNo.: \_\_\_\_\_



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## EXHIBIT D – PARTICIPATION/WAIVER REQUEST FORM

### Business Income Tax Questionnaire

The following information is required to determine your City of Dayton, Ohio income tax liability, if any, and to set up your account if required.



#### Type of Tax Filing: (check all that apply)

1. ☐ Employee Withholding FEIN # \_\_\_\_\_
2. ☐ Corporate Earnings FEIN # \_\_\_\_\_
3. ☐ Individual Ownership Earnings SSN # \_\_\_\_\_
4. ☐ Partnership Earnings FEIN # \_\_\_\_\_

Company Name \_\_\_\_\_ Phone # \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ St. \_\_\_\_\_ Zip \_\_\_\_\_

Local Business Address \_\_\_\_\_ City \_\_\_\_\_ St. \_\_\_\_\_ Zip \_\_\_\_\_

Check the jurisdictions that we administer that you operate in:

☐ Dayton City Limits ☐ Dayton Wright Brothers Airport ☐ Dayton International Airport ☐ NONE

Date Business Started in Our Taxing Jurisdiction \_\_\_\_\_

Your Accounting Period? Calendar Year \_\_\_\_\_ or Fiscal Year ending on \_\_\_\_\_

#### Withholding Information \*Quarterly Withholding cannot exceed \$600.00

■ Do you have employees? Yes ☐ or No ☐ Date First Employee Started Working in Our Jurisdiction \_\_\_\_\_

■ Do you submit withholdings QUARTERLY\* or MONTHLY? \_\_\_\_\_

■ Is this a courtesy withholding for your employees who are residents of the above cities only? Yes ☐ or No ☐

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes ☐ No ☐

If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes ☐ No ☐

Do you use Subcontractors? Yes ☐ No ☐ If so list Names, Addresses, and FEIN or Social Security Numbers below.

If you have filed returns with our office before, show Name and Tax ID #s used, and for what tax years you filed.

Full name of Owner of Company \_\_\_\_\_

If this is a change of ownership, please provide the date of change, the name, address, and phone number of former owner

If you are not liable to pay taxes in our jurisdiction, please explain why.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Thank you for your cooperation in this request. For more tax information is available at [www.daytonohio.gov](http://www.daytonohio.gov)

Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401  
 (937) 333-3500 ~ Fax (937) 333-4280

CS-25c



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EXHIBIT F – Pricing Schedule

Please provide annual pricing and cost breakdown:

Help Desk Support Services: Coverage from 12:00 AM to 6:00 AM, 7 days a week, 365 days a year

Coverage Period	Annual Price
Year 1 (Jan. 1, 2021 – Dec. 31, 2021)	\$
Annual Cost Breakdown	
Staffing	\$
Licensing	\$
Maintenance	\$
Other Recurring Costs	\$
Coverage Period	Annual Price
Year 2 (Jan. 1, 2022 – Dec. 31, 2022)	\$
Annual Cost Breakdown	
Staffing	\$
Licensing	\$
Maintenance	\$
Other Recurring Costs	\$
Coverage Period	Annual Price
Year 3 (Jan. 1, 2023 – Dec. 31, 2023)	\$
Annual Cost Breakdown	
Staffing	\$
Licensing	\$
Maintenance	\$
Other Recurring Costs	\$
Coverage Period	Annual Price
Year 4 (Jan. 1, 2024 – Dec. 31, 2024)	\$
Annual Cost Breakdown	
Staffing	\$
Licensing	\$
Maintenance	\$
Other Recurring Costs	\$



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Additionally, the City requests additional pricing to provide optional weekend coverage support:

Help Desk Support Services: Full coverage Saturday through Sunday

Coverage Period	Annual Price
Year 1 (Jan. 1, 2021 – Dec. 31, 2021)	\$
<b>Annual Cost Breakdown</b>	
Staffing	\$
Licensing	\$
Maintenance	\$
Other Recurring Costs	\$
<b>Coverage Period</b>	<b>Annual Price</b>
Year 2 (Jan. 1, 2022 – Dec. 31, 2022)	\$
<b>Annual Cost Breakdown</b>	
Staffing	\$
Licensing	\$
Maintenance	\$
Other Recurring Costs	\$
<b>Coverage Period</b>	<b>Annual Price</b>
Year 3 (Jan. 1, 2023 – Dec. 31, 2023)	\$
<b>Annual Cost Breakdown</b>	
Staffing	\$
Licensing	\$
Maintenance	\$
Other Recurring Costs	\$
<b>Coverage Period</b>	<b>Annual Price</b>
Year 4 (Jan. 1, 2024 – Dec. 31, 2024)	\$
<b>Annual Cost Breakdown</b>	
Staffing	\$
Licensing	\$
Maintenance	\$
Other Recurring Costs	\$