City of Columbia

701 East Broadway, Columbia, Missouri 65201

Department Source: City Utilities - Water and Light
To: City Council
From: City Manager & Staff
Council Meeting Date: January 19, 2016
Re: Agreement with Fifty Plus Resources, LLC for Discovery and Planning for Microsoft Project Software Implementation, Training, and Support Services.

Executive Summary

Staff has prepared for Council consideration an Ordinance authorizing the City Manager to execute an agreement with Fifty Plus Resources, LLC. Water & Light is seeking to implement project management software to introduce a higher level of efficiency in managing its capital improvemet projects. Microsoft Project has been selected as the preffered project management software solution. Fifty Plus Resources, LLC is a Microsoft solutions partner that offers Microsoft Project as one of the solutions that they support. As part of implementing Microsoft Project software, Fifty Plus Resources, LLC will perform an evaluation of staff's current level of experience in project management and the utilization of project management tools. This will help them to determine the level of training that will be required to successfully implement Microsoft Project software. The cost for this evaluation is $10,750.

Discussion

Water & Light is seeking to implement project management software to introduce a higher level of efficiency in managing its capital improvemet projects. Staff had previously demoed project management software from several veldors before chosing Microsoft Project as being the best fit for the size, scope, complexity and nature of municipal government projects to manage.

In May of 2015 an RFP was issued for Microsoft Project software, implementation, training and support services. Two vendors responded and an evaluation team with members from Water & Light, IT and Purchasing observed their demonstrations. Fifty Plus Resources, LLC was chosen as the successful vendor for this project.

Fifty Plus Resources, LLC is a Microsoft solutions partner that offers Microsoft Project as one of the solutions that they support. As part of implementing Microsoft Project software, a two phased approach with Fifty Plus Resources, LLC will occur. For the first phase, Fifty Plus Resources, LLC will perform an evaluation of staff's current level of experience in project management and the utilization of project management tools. This will help them to determine the level of training and support that will be required to successfully implement Microsoft Project software. The cost for this evaluation is $10,750 and will be paid for by funds already appropriated to account #551-7010-600.40-23 FED 923.

A detailed scope of services for Microsoft Project software, implementation, training and support services will be brought forward as phase two of this project.

Fiscal Impact

Short-Term Impact: Fifty Plus Resources, LLC will perform an evaluation of staff's current level of experience in project management and the utilization of project management tools for $10,750.

Long-Term Impact: None

Vision & Strategic Plan Impact

Vision Impacts:

Primary Impact: Not Applicable, Secondary Impact: Not Applicable, Tertiary Impact: Not Applicable

Strategic Plan:

Primary Impact: Operational Excellence, Secondary Impact: Not Applicable, Tertiary Impact: Not Applicable

Comprehensive Plan Impacts:

Primary Impact: Not Applicable, Secondary Impact: Not applicable, Tertiary Impact: Not Applicable

Legislative History

Date	Action
NA	NA

Suggested Council Action

Authorize the City Manager to enter into an agreement with Fifty Plus Resources, LLC for Discovery and Planning for Microsoft Project Software Implementation, Training, and Support Services.

Introduced by _____   Council Bill No. _____ R 6-16 _____

A RESOLUTION

authorizing an agreement for professional services with Fifty Plus Resources, LLC as it relates to the implementation of Microsoft Project software to manage capital improvement projects in the Water and Light Department.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement for professional services with Fifty Plus Resources, LLC as it relates to the implementation of Microsoft Project software to manage capital improvement projects in the Water and Light Department. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof.

ADOPTED this _____ day of _____, 2016.

ATTEST:

_____   _____
City Clerk   Mayor and Presiding Officer

APPROVED AS TO FORM:

_____
City Counselor

AGREEMENT
For
PROFESSIONAL SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
FIFTY PLUS RESOURCES, LLC
For
DISCOVERY AND PLANNING - MICROSOFT PROJECT SOFTWARE IMPLEMENTATION, TRAINING, AND SUPPORT SERVICES

THIS AGREEMENT (hereinafter "Agreement") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "CITY"), and **Fifty Plus Resources, LLC d/b/a Experience on Demand**, a **limited liability company** organized in the State of **Missouri**, and with authority to transact business within the State of Missouri, (hereinafter called "CONSULTANT"), is entered into on the date of the last signatory noted below ("Effective Date"). CITY and CONSULTANT are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, CITY needs certain technical and professional services as described more fully in CITY's request for proposals number **98/2015** (hereinafter referred to as "RFP"); and

WHEREAS, CONSULTANT has submitted its proposal dated **June 12, 2015** and upon request by the City, submitted a narrower proposal limited to Discovery and Planning services (hereinafter referred to as "CONSULTANT's Proposal") and pricing proposal letter dated **October 15, 2015** (hereinafter referred to as "Pricing Proposal") to CITY in response to CITY's request for proposals; and

WHEREAS, CONSULTANT has the made certain representations and statements to CITY with respect to the provision of such services, and CITY desires to accept said CONSULTANT's Proposal on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

1.   Services And Performance Standards.

a.   Scope of Services. The scope of services involves the professional and technical consulting services for **THE DISCOVERY AND PLANNING OF THE MICROSOFT PROJECT SOFTWARE IMPLEMENTATION, TRAINING, AND SUPPORT SERVICES PROJECT** (hereinafter "Project"). The full Microsoft project software implementation, training, and support services project is more

fully described in CITY's RFP, which is attached as Exhibit A, and in CONSULTANT's Proposal and Pricing Proposal, which is attached as Exhibit B. The Scope of Services that CONSULTANT shall provide under this Agreement shall be limited to those services described in Exhibit B.

b.   Prior to beginning any work on Project, CONSULTANT shall resolve with CITY any perceived ambiguity in Project. CITY shall issue a written notice to proceed. CONSULTANT shall not prepare a written report unless the CITY directs CONSULTANT to do so.

c.   CONSULTANT shall exercise reasonable skill, care and diligence in performance of its services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at time of performance. If CONSULTANT fails to meet the foregoing standards, CONSULTANT shall perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct errors and omissions which are caused by CONSULTANT's failure to comply with the above standard.

2.   Addition Or Deletions To Services. CITY may add to CONSULTANT's services or delete therefrom, provided that the CITY and CONSULTANT reach mutual agreement on the associated project cost changes as applicable. CONSULTANT shall undertake such changed activities only upon the written direction of CITY. All such directives and changes shall be in written form and prepared and approved by the Parties.

3.   Exchange Of Data. All information, data, and reports in CITY's possession and necessary for the carrying out of the work, shall be furnished to CONSULTANT without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

4.   Personnel. CONSULTANT represents that CONSULTANT will secure at CONSULTANT's own expense, all personnel required to perform the services called for under this Agreement by CONSULTANT. Such personnel shall not be employees of or have any contractual relationship with CITY, except as employees of CONSULTANT. All of the services required hereunder will be performed by CONSULTANT or under CONSULTANT's direct supervision. All CONSULTANT's personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of CITY.

5.   Term. This Agreement shall commence on the date indicated above and shall terminate upon completion of the Project.

6.   Costs not to Exceed. Pursuant to Exhibit B, the Parties have established a fixed sum of **Ten thousand seven hundred and fifty dollars**   (**$10,750**) for CONSULTANT's services as outlined in this Agreement. CONSULTANT shall be

required to keep track of the amount of hours billable under this Agreement at all times; and any work in excess of the fixed sum shall not be eligible for payment. CONSULTANT shall notify CITY if CONSULTANT anticipates that the contract amount may be exceeded, in order to determine whether or not CITY is prepared to increase the total compensation. CONSULTANT shall establish a billing system showing the amount of money remaining on this Agreement which shall be shown in each monthly billing. It is expressly understood that in no event shall the total compensation and reimbursement to be paid to the CONSULTANT under the terms of this Agreement shall exceed the amount set forth in this paragraph.

7.   Payment.

a.   Conditioned upon acceptable performance. Provided CONSULTANT performs the services in the manner set forth in paragraph 1 hereof, CITY agrees to pay CONSULTANT in accordance with the terms outlined herein, which shall constitute complete compensation for all services to be rendered under this Agreement; provided, that where payments are to be made periodically to CONSULTANT for services rendered under this Agreement, CITY expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner. Notwithstanding the above, Consultant shall not be held responsible for project schedule delays caused by CITY or made at CITY'S request.

b.   CITY shall have ten (10) days from the date of receipt of the invoice to register CITY's disapproval of the work billed on that invoice. Following CONSULTANT's receipt of said disapproval, CONSULTANT shall have ten (10) days to cure the issues presented. If cure cannot be obtained within ten (10) days, CONSULTANT shall notify CITY of the proposed amount of time for cure, and reach an agreement as to an acceptable alternative deadline.

c.   CITY shall pay CONSULTANT within thirty (30) days of receipt of an invoice.

8.   Termination of Agreement.

a.   Termination For Breach. Failure of CONSULTANT to fulfill CONSULTANT's obligations under this Agreement in a timely and satisfactory manner in accordance with the schedule and description of services for the Project agreed to by both Parties shall constitute a breach of this Agreement, and CITY shall thereupon have the right to immediately terminate this Agreement. CITY shall give seven (7) days written notice of termination to CONSULTANT by one of three different means: Facsimile Transmission ("FAX") if CONSULTANT has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to CONSULTANT; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of

termination is hand delivered to CONSULTANT or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, CITY, at its sole option, may utilize any and all finished or unfinished documents, data, studies, and reports or other materials prepared by CONSULTANT under this Agreement prior to the date of termination. CONSULTANT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any such breach of this Agreement by CONSULTANT.

b.   Termination for Convenience. CITY shall have the right at any time by written notice to CONSULTANT to terminate and cancel this Agreement, without cause, for the convenience of CITY, and CONSULTANT shall immediately stop work. In such event CITY shall not be liable to CONSULTANT except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by CONSULTANT for the performance of the cancelled portions of the Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. In the event of termination for convenience, CITY, at its sole option, may purchase, for just and equitable compensation any and all finished or unfinished documents, data, studies, and reports or other materials prepared by CONSULTANT under this Agreement. Any reuse of any satisfactory work completed prior to the termination for convenience shall be at CITY's own risk and without any liability to CONSULTANT. Anticipatory profits and consequential damages shall not be recoverable by CONSULTANT.

9.   Conflicts.   No salaried officer or employee of CITY and no member of City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having such interest shall be employed.

10.   Assignment.   CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of CITY thereto. Notice of such assignment or transfer shall be furnished in writing promptly to CITY. Any such assignment is expressly subject to all rights and remedies of CITY under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require CITY to give any notice to any such assignee of any actions which CITY may take under this Agreement, though CITY will attempt to so notify any such assignee.

11.   Compliance with Laws. CONSULTANT agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services hereunder.

12.   Employment Of Unauthorized Aliens Prohibited. CONSULTANT agrees to comply with Missouri State Statute section 285.530 in that CONSULTANT shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, CONSULTANT shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. CONSULTANT shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. CONSULTANT shall require each subcontractor to affirmatively state in its contract with CONSULTANT that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. CONSULTANT shall also require each subcontractor to provide CONSULTANT with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

13.   General Independent Contractor Clause. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONSULTANT will be an independent contractor and not CITY's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder. CONSULTANT agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between CONSULTANT and CITY, and CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

14.   Insurance. CONSULTANT shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the CITY's review or acceptance of insurance maintained by CONSULTANT is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by CONSULTANT under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

a.   Workers' Compensation & Employers Liability. CONSULTANT shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: $500,000 for each accident, $500,000 for each disease for each employee, and $500,000 disease policy limit.

b.   Commercial General Liability. CONSULTANT shall maintain Commercial General Liability at a limit of $2,000,000 Each Occurrence, $3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

c.   Business Auto Liability. CONSULTANT shall maintain Business Automobile Liability at a limit of $2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event CONSULTANT does not own automobiles, CONSULTANT agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

d.   CONSULTANT may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONSULTANT agrees to endorse CITY as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

e.   The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the CONSULTANT and CITY. CONSULTANT is required to maintain coverages as stated and required to notify CITY of a Carrier Change or cancellation within two (2) business days. CITY reserves the right to request a copy of the policy

f.   The Parties hereto understand and agree that CITY is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to CITY, or its elected officials or employees.

g.   Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event CONSULTANT fails to maintain and

keep in force the required insurance or to obtain coverage from its subcontractors, CITY shall have the right to cancel and terminate this Agreement without notice.

h.   The insurance required by the provisions of this article is required in the public interest and CITY does not assume any liability for acts of CONSULTANT and/or CONSULTANT's employees and/or CONSULTANT's subcontractors in the performance of this Agreement.

15.   **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, CONSULTANT shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of CONSULTANT, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with CONSULTANT or a subcontractor for part of the services), of anyone directly or indirectly employed by CONSULTANT or by any subcontractor, or of anyone for whose acts CONSULTANT or its subcontractor may be liable, in connection with providing these services.   This provision does not, however, require CONSULTANT to indemnify, hold harmless, or defend the City of Columbia from its own actions, inactions, (willful or otherwise), or its own negligence.

16.   No Waiver Of Sovereign Immunity.   In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

17.   Professional Oversight Indemnification. CONSULTANT understands and agrees that CITY has contracted with CONSULTANT based upon CONSULTANT's representations that CONSULTANT is a skilled professional and fully able to provide the services set out in this Agreement.   In addition to any other indemnification set out in this Agreement, CONSULTANT agrees to defend, indemnify and hold and save harmless CITY from any and all claims, settlements, and judgments whatsoever arising out of CITY's alleged negligence in hiring or failing to properly supervise CONSULTANT.

The insurance required by this Agreement shall include coverage which shall meet CONSULTANT'S obligations to indemnify CITY as set out above and CITY shall be named as an additional insured for such insurance.

18.   Professional Responsibility. CONSULTANT shall exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional practices.   If CONSULTANT fails to meet the foregoing standard, CONSULTANT shall perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct the errors and omissions which are caused by CONSULTANT's failure to comply with

above standard, and which are reported to CONSULTANT within one (1) year from the completion of CONSULTANT'S services for the Project.

19.   Governing Law And Venue.   This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

20.   No Third-Party Beneficiary.   No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under this Agreement.

21.   Notices. Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

City Purchasing Agent
Finance Department
701 E. Broadway
P.O. Box 6015
Columbia, MO 65205-6015
Telephone: (573) 874-7375

With a copy to:

Water and Light Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: **Ryan Williams**

If to CONSULTANT:

Experience on Demand
16020 Swingley Ridge Road
Chesterfield, MO 63017
ATTN: **P. Glen Justis**

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

22.   Public Records Act. CITY is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and CONSULTANT agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.

23.   Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

24.   Contract Documents. The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference.

Exhibit:
A   CITY's RFP
B   CONSULTANT's Proposal and Pricing Proposal

        In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

25.   Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to CONSULTANT's services on this Project described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

CITY OF CITY, MISSOURI

By: _____
  Cale Turner, Purchasing Agent

Date: _____

APPROVED AS TO FORM:

By: _____
  Nancy Thompson, City Counselor

CERTIFICATION: I, hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
  John Blattel, Director of Finance

(Seal)

FIFTY PLUS RESOURCES, LLC

By: _____

Title: _S.R. Partner_
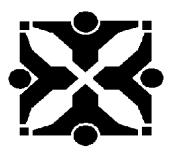
Date: _12/14/15_

ATTEST:

By: _____

Name: _____

EXHIBIT A
RFP 98/2015

REQUEST FOR PROPOSAL

98/2015 – MICROSOFT PROJECT SOFTWARE IMPLEMENTATION, TRAINING AND SUPPORT SERVICES

FOR THE

CITY OF COLUMBIA, MISSOURI

FINANCE/PURCHASING DIVISION
CALE TURNER, CPPB
PURCHASING AGENT
701 E. BROADWAY, 5TH FLOOR
COLUMBIA, MO 65201

JIM WINDSOR   JOHN BLATTEL
WATER & LIGHT   DIRECTOR OF FINANCE

MELISSA PASLEY
SENIOR PROCUREMENT OFFICER
(573) 817-5005

Request For Proposal No. 98/2015
Closing Date: 5:00 p.m. CST, Friday, June 12, 2015

98/2015 MICROSOFT PROJECT SOFTWARE
Exhibit B
Current Technical Environment

The City of Columbia (City) has established technology standards and must adhere to them as part of the implementation process with any software purchase. The information below provides Offerors with a current summary of the City of Columbia's network and computing environments, and standards. As part of the proposal process Offerors may be required to submit technical detail about the proposed solution detailed.

Offerors must comply or propose alternate responses clearly identifying:
- Areas of known or potential conflict between the Offerors proposed solution and the City's defined environments.
- Recommendations of how best to implement and operate the proposed solution within the City's defined environments.

Network Infrastructure Configuration (WAN & Internet)
- The City's computer network encompasses over 50 buildings. The downtown Columbia facility is the core/center of the network. All key resources and IT staff are housed at this location.
- The City operates an extended star physical topology connected via City owned fiber optics. Most sites are connected at 1Gbps, though some sites are connected with multiple 1Gbps and 10Gbps links.

Data Center
- The Primary Data Center (DC) is in the City Hall building. The DC space is adequately sized.
- 120 voltage electrical circuits are available for use. The facility is supported by backup generator and Data Center UPS. The UPS can support a wide variety of voltage & current requirements. e.g. 120/15A, 120/20A, 220/20A, 220/30A, etc.
- Both the UPS and the generator have additional capacities to support incoming system(s).
- A dedicated HVAC system is used for temperature and humidity control
- The Data Center is monitored by CCTV, and Access Control is in place via a trackable system.
- There is no secondary data center in place at this time.

Data Network
- The City's data network is largely an Avaya (Formerly Nortel) based network.
- The users report that the network is very reliable and has few issues. It has a high reliability of above 99.999%.

- Most workstations have 1-Gbps switched capability and are running at 1Gbps. There are approximately 1800-1900 (Workstations, laptops, switches, printers etc.) devices on the network.
- In the IT Data Center, a majority of the servers connect to the network core switch using 1Gbps (copper) connections. There are additional ports to support incoming system(s) for this project. The server network connections will be upgraded to 10Gbps by the end of FY2015.

Logical Network
- Multiple VLANS are used on the network. Larger buildings are segmented with multiple VLANs for better traffic management.
- TCP/IP is the only protocol used on the WAN and LAN.
- IP Subnets are assigned to the VLANs as necessary.

Server & Operating System Standard
- Approximates 97% of servers are virtualized on the VMWare 5.5 environment.
- Preferred server vendor is HP. Preferred storage vendor is IBM.
- Most of the servers have some redundant features, such as dual power supplies and mirrored disks.
- Windows 2012R2 is now the preferred Server Operating system, but there are several servers running Linux.
- Active Directory (Version 2008) is in use in for Directory services.
- Hitachi IDM is in use for identity management.
- The preferred RDBMS is Microsoft SQL server 2012
- Google's Gmail product is the messaging platform, but an SMTP server resides onsite for applications to utilize, if needed.

Security Environment
The City does not discuss or divulge the security products in use publicly. Details can be discussed with the company awarded the contract.

Workstation Standard
- The Current City Standard PC purchased today is:
  - o   HP/Lenovo
  - o   Intel(R) Core(TM) i5-4590 CPU @ 3.30GHz
  - o   4-16GB RAM
  - o   500GB Hard Disk Drive
  - o   2 GB Video Card
  - o   10/100/1000 Network card
- The standard City OS is Windows 7 SP1
- A Linux imaging solution is used in conjunction with Microsoft Sysprep to image the PCs.
- Patching and updates are accomplished using a Dell Kbox and by Microsoft WSUS

- Desktops are on a 5 year/Workstations are on a 4 year rotation for replacement and the replacement cycle is up to date.

Web Browser Standard
- Microsoft Internet Explorer 9, Firefox 35.0.1, and Google Chrome 40.0.2214.94, are all in use in the environment.

Application Development:
- Currently run MSSQL and MySQL databases and have an internal DBA
- Applications currently supports a broad collection of programming languages. That includes standard web technologies (Html, JavaScript, CSS, Coldfusion v 11, PHP).
- Applications supports VB.Net and RPG on the As400.

IT Staffing Resources
- The IT department is currently staffed by a team of IT professionals. Teams exist to provide support in both the networking and the application support and development areas.

When the City of Columbia purchases services from an external cloud provider, as defined in this cloud strategy, the following policies must be followed:

1.0 Responsibilities of the City of Columbia

The City of Columbia will carry out the following tasks for every external cloud deployment as defined in this cloud strategy:

A. The City of Columbia will establish a written agreement with the cloud vendor. This agreement will explicitly state the responsibilities of the vendor.
B. Prior to deployment, the City of Columbia will identify the regulations and standards that in force over the data or systems that may be moved to an external cloud. The City of Columbia will develop procedures and agreements with the cloud vendors to ensure compliance with all applicable regulations and standards.
C. The City of Columbia will establish an acceptable time frame for the vendor to respond to open records request.
D. The City of Columbia will establish a plan for the lifecycle of the service. The plan for the end of the service shall include what data will be extracted from the service, how data will be delivered, how the vendor will destroy data, and the price for these services. Data extracted from any system shall include transactional metadata, such as when data was added or changed and by whom.
E. The City of Columbia will calculate the anticipated load that will be placed on the City of Columbia internet connection. If the internet connection cannot handle the load a load management plan will be created and implemented prior to service implementation.
F. The City of Columbia will establish a business continuity plan that can be put into effect if the service ever becomes unavailable.
G. The City of Columbia shall manage all user accounts for the service. User accounts shall be managed through the existing security track procedures.

2.0 Responsibilities of the Vendors

All external cloud vendors, defined as vendors providing any cloud services as defined in this strategy to the City of Columbia must adhere to the following policies.

2.1 Records Requests

A. The vendor will respond to records request within the timeframe stated in the agreement. The vendor will accept liability if the records request is not fulfilled in the agreed upon timeframe.

2.2   Using City of Columbia Domain Names

A. All cloud deployments that are intended to perform a service for our customers will be deployed using the gocolumbiamo.com domain name.
B. The City of Columbia IT Department will be the sole entity responsible for the gocolumbiamo.com domain name. The cloud vendor shall not expect to maintain DNS records belonging to the City of Columbia.

   a. The cloud vendor will provide the IP addresses used for the service prior to deployment. The City of Columbia IT Department will update the gocolumbiamo.com domain records accordingly.
   b. The cloud vendor shall not change the addresses used with a frequency of greater than once per year.
   c. The cloud vendor shall notify the City of Columbia IT department in writing on official letterhead 30 days in advance of any IP address changes.
   d. The cloud vendor will use the gocolumbiamo.com only for the business purposes authorized by this agreement.

C. Email from gocolumbiamo.com

   When sending email from the service using the gocolumbiamo.com domain name, the following additional policies will be in effect:

   a. The cloud vendor will provide the IP addresses from which email will be sent. The City of Columbia IT Department will use this information to update the gocolumbiamo.com SPF record.
   b. The addresses provided to the City of Columbia as required in 3.2.3.1 shall be only those IP addresses that are used to send email using the gocolumbiamo.com domain name.
   c. The City of Columbia will update the gocolumbiamo.com SPF records according to the same policies and timelines as defined in 3.2.2 of this policy.
   d. The cloud vendor will take all reasonable precautions to ensure that SPAM is not sent using the gocolumbiamo.com domain or from any IP address under cloud vendor control that has been associated with the gocolumbiamo.com domain.
   e. The cloud vendor will react to email abuse reports in a timely manner.

2.3 Standards and Regulations

    A. The cloud vendor will adhere to relevant standards. For example, SaaS vendors deploying products over the web shall adhere to OWASP or similar standards.

    B. The cloud vendor shall take responsibility for all regulatory compliance.

    C. The cloud vendor shall conduct regular security audits of their systems. The security audits shall include internal and external review of system security and the security of all code used by the vendor. The vendor shall react promptly to mitigate the vulnerabilities identified by security audits.

2.4   System Integration

When an external cloud deployment requires access to existing information system infrastructure the following policies must be followed:

    A. Software should run with least possible privilege. For example, if database access needs to be given, the system account should have the least possible privilege; it should not run as a user that has access to schema outside of its need.

    B. System account names should not be easily guessed. Passwords for these accounts should not be easily guessed and should be different from other customers with the same product. Connections from system accounts should be, where appropriate and possible, controlled via access lists.

2.5   Deployment and Customization

    A. The cloud vendor shall disclose any authentication information that exists by default. The cloud vendor shall work with the City of Columbia to remove or change these accounts from their default values. The vendor shall not deploy services to the City of Columbia where system accounts are shared with other entities.

2.6   Encryption

    A. Cloud vendor shall establish a suitable data encryption scheme for data in transit between the City of Columbia, its customers, and the vendor. The City of Columbia will determine the suitability of the encryption scheme.

    B. Cloud vendor shall establish a suitable encryption for City of Columbia data while in storage for both live and backup media. The City of Columbia will determine the suitability of the encryption scheme.

    C. No encryption scheme will be considered suitable if City of Columbia data can be recovered using the same decryption key as that of another customer of the cloud vendor.

2.7   Incident Preparation

A. The cloud vendor will take responsibility for keeping their system software up to date. Vendors should monitor relevant discussion boards and mailing lists for security problems with products they use.
B. The cloud vendors shall have a method for customers and others to report security problems. This method should be well publicized and accessible. Vendors should have a method for prioritizing and acting on reports of security problems.
C. The cloud vendors shall have a method for correcting discovered vulnerabilities. Vulnerabilities should be prioritized and corrected based on the risk vulnerability exploitation would pose to its customers. Vulnerability mitigation efforts should be tested by the vendor, as appropriate, prior to their release.

2.7   Incident Response

A. The cloud vendor will take responsibility for security incident handling if their system is compromised.
B. The cloud vendor shall immediately notify the City of Columbia of any breaches and will advise what information has been compromised. If this information is later found to be inaccurate the cloud vendor will immediately notify the City of Columbia with the correct information.
C. If investigation, containment, and eradication efforts by the City of Columbia incur costs while fault lies with the cloud vendor, the cloud vendor will assume the costs.
D. The cloud vendor will provide a rapid contact method for reporting suspected abuse, 24x7x365. The cloud vendor will react in a timely manner to abuse reports from the City of Columbia.
E. The cloud vendor will provide their incident response plans. Response plans will include procedures for both security incident and disaster incident response.

CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE TO BIDDERS
ADDENDUM #1   RFP: 98/2015
Customer Relationship Management Software

Offerors shall note these changes to the above Request for Proposal and *incorporate these changes in their submittal*. Offerors shall attach a signed acknowledged copy of this addendum to their proposal, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Proposal/Contract Documents.

General Clarifications:

1. *Question: How many individuals will there be operating in a Project Manager role once the system is deployed?*
   Answer: Currently we expect approximately ten (10) employees with potential to increase.

2. *Question: How many individuals will there be operating in a Resource Manager role once the system is deployed?*
   Answer: In our scenario, we do not see a difference between resource manager and project manager.

3. *Question: How many individuals will there be operating in a Team Member role once the system is deployed?*
   Answer: We would anticipate having 25 members with room to grow.

4. *Question: How many individuals will there be to view reports once the system is deployed?*
   Answer: We would anticipate a certain number of employees to view but would like to publish to our public website at some point.

5. *Question: Is there an existing set of defined project management processes and standards? If not, is there an expectation that the vendor will own development of such processes as part of the deployment?*
   Answer: There is not a current project management framework. We expect the offeror to

provide a set of templates and practices that would help the organization better run future projects utilizing the MS Project tool. However, we do not expect the offeror to assist with establishing a project management office or even a complete office project management framework.

6. *Question: How many, if any, project lifecycles (that is, sets of staged, phases, gates, approvals, etc.) are there that must be reflected in the Project Server?*
Answer: See response to question #5

7. *Question: Is there a need to manage human resource demand and allocation in the Project Server environment?*
Answer: There are two (2) needs when it comes to demand on the workforce:
1.) When planning a project, we need to know how many of a specific type of person will be required (for example, how many backhoe operators required to lay a water main.)
2.) When executing a project, we need to be able to schedule the backhoe operators across many projects so that they are not digging two ditches at the same time. Note: some of the human resources are external contractors and not City employees.

8. *Question: Will team members be expected to track actual time in the environment?*
Answer: Yes in some cases. The time won't likely be used for payroll entry but will instead be used to hone our project management processes over time.

9. *Question: Is it the intention for team members to use the Project Server environment to work together on documents, track issues and risks, and collaborate in other capacities?*
Answer: Yes

10. *Question: Are there any existing reports, perhaps from other systems or reports that are manually put together, that the City would like to see automated in the Project Server environment? If so, roughly how many reports are there?*
Answer: No

11. *Question: Are there new reporting needs that are currently understood that are not currently being met?*
Answer: We will need reports but we are not certain of our needs until the environment is set up.

12. *Question: RFP, Section 2.30: Which, if any, of the following referenced acceptance criteria have standard templates or acceptance forms that must be leveraged for project completion?*
1. *Software Installation*
2. *Customization of the environment*
3. *Training*
4. *Software performance examination*
5. *System functional competence examination*
6. *System capacity examination*

7. *Full-load processing capacity examination*
8. *System availability examination*
9. *Approval of as-builts*
10. *System documentation*

Answer: Section 2.30 is designed for acceptance testing of software products. This RFP ultimately seeks implementation, training, and support services for MS Project. We do not expect the offeror to assure performance of MS product but instead to implement the product so that our needs are reasonably met and the needs that aren't met are addressed through ongoing support. If the offeror recommends/supplies companion products, the City will evaluate the need for acceptance testing and work with the offeror to develop acceptance tests.

13. *Question: RFP Section 2.30: Can samples of any of the standard forms indicated in response to question 12 be provided?*
    Answer: We expect offeror to provide standard criteria for evaluation purposes.

14. *Question: RFP, Section 3.3: On what basis are ongoing support services to be rendered?*
    a. *Full-time, On site*
    b. *Full-time, Off site*
    c. *Part-Time/ad hoc, off site*
    Answer*: C – Part-Time/ad hoc, off site*

15. *Question: What level of SharePoint functionality has City of Columbia implemented?*
    Answer: Almost none. We are currently implementing a system that runs on Sharepoint foundation, however the contractor is supplying the labor to set that up. A key factor to the success of the project will be a solid understanding of Sharepoint by City staff. We expect the vendor to offer enough training for several staff members to be proficient in Sharepoint.

16. *Question: Have any SharePoint based workflows been implemented what are currently used on an ongoing basis?*
    Answer: No

17. *Question: What version of Microsoft Office is City of Columbia currently using?*
    Answer*: Various versions are currently being used. Versions can be updated as required.*

18. *Question: Are there particular features of the server version of Microsoft Project that the City is seeking to implement? If so, what are they?*
    Answer*: We need to be able to work concurrently on strategic goals and impacts, activity sequencing, risk management, and stakeholder identification and engagement. Ideally we would like to provide dashboards for higher level projects that demonstrate our performance and realizations of value. The absolute must-have is being able to share resources between multiple projects without over allocating them.*

19. *Question: Are there current earned value management (EVM) methods being used by the City for project management?*
    Answer*: No*

ACKNOWLEDGEMENTOF ADDENDUM #1

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Proposal No. 98/2015. All other provisions of the proposal documents, except as herein stated, shall remain in force as written.

Firm _____   Date _____

Signed _____

EXHIBIT B
CONSULTANT's Proposal and Pricing Proposal

From: **Glen Justis** <glen.justis@experience-on-demand.com>
Date: Thu, Oct 15, 2015 at 5:25 PM
Subject: Re: Project Planning Cost Estimate
To: Melissa Pasley <mapasley@gocolumbiamo.com>
Cc: Sarah Dubberke <sarah.dubberke@experience-on-demand.com>

Hello Melissa,

We've gone back and scoped out a more focused Discovery phase as your team has suggested. This makes great sense given some of the existing uncertainty on exactly what is needed. Shown below are the activities for this phase. It includes interviews, a survey, and an onsite meeting to finalize high-level requirements for the solution and training. Our fixed fee cost for this is $10,750. This is based on the expected cost to perform each activity plus a modest markup to cover the risk we take with a fixed fee agreement. We can of course provide a time and materials-based cost estimate if you prefer. We expect the total duration of the Discovery phase to be approximately one month.

Also listed below is how the Discovery phase has been added to the potential larger project, just so you can see it in the context of the whole.

We hope this helps. We'll be happy to refine the approach and activities based on whatever your team needs.

Thanks,
Glen

Discovery	26.54 days
Conference call with Client to define interviews	1 hr
Work with Client to schedule interviews	0.25 days
Lag time	5 days
Prepare interview guide	0.71 days
Conduct 1 day of onsite interviews	1 day
Prepare findings and observations from interviews	1.74 days
Determine survey parameters	0.17 days
Prepare draft of survey instrument	1.74 days
Present draft survey to Client	0.11 days
Receive Client comments	5 days
Refine and finalize survey	0.87 days
Issue survey	0.25 days
Collect survey responses	10 days
Analyze survey data	0.43 days
Prepare findings and observations	0.43 days
Teleconference to present observations to Client	0.11 days
Onsite meeting with Client to define solution and training requirements	4 hrs

Task Name	Duration
− Columbia MS Project Implementation	125 days
− Project Planning	47.14 days
+ Discovery	26.54 days
+ Document Requirements	11.33 days
+ Develop Project Plan	9.27 days
+ Technology Components	30.88 days
+ Training	8.25 days
+ Go Live - Activate Total Solution	0 days
+ Execution Plan and Coaching	25.75 days