

**Request for Proposal (RFP) for The City of Cleveland for**

**Provision of a Software System and Related Professional Services for the Implementation of a Human Capital Management and HR Information System (HRIS)**

**Schedule of Critical Dates:** The City anticipates it will - but neither promises nor is it obligated to - process proposals received according to the following schedule:

|  |  |
| --- | --- |
| November 28, 2023 | RFP Published on City website |
| December 7, 2023 at 1:00 p.m. ET | Optional Pre-Proposal Conference |
| December 15, 2023 | Last Day to Submit Questions |
| December 22, 2023 | Publish Final RFP Addendum |
| January 12, 2024 | Proposal Submission Deadline |
| Mid-February 2024 | Shortlist Vendor Notification (target) |
| Mid-March 2024 | Software Demonstrations (target) |

LATE PROPOSALS WILL NOT BE ACCEPTED

**Pre-Proposal Conference**

A virtual pre-proposal conference call will be held **December 07, 2023 at 1:00 PM EST** interested parties may ask questions or seek clarification pertaining to this Request for Proposals (RFP) and the services desired. Prospective proposers are encouraged to participate in the virtual conference although attendance is not mandatory. Details of the virtual conference session will be sent to all interested attendees who RSVP to this event via email (City Consulting Partner, BerryDunn: Rdoil@berrydunn.com).

**Addendum to the RFP**

The last day for submission of written questions (i.e., requests for clarification, interpretation, or modification) related to the RFP is December 15 at 5:00 PM EST. Please submit all questions through the City’s online bid portal **only**. The City will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the close of the question period. Vendors are responsible for monitoring the City website for the periodic posting of addenda prior to the submittal due date.

**Submitting Proposals**

Proposals shall be submitted through the City’s OpenGov website. Proposals submitted by any other method such as hard copy or email will be disqualified.

**Submittals:**

* **Must be completed** no later than the date and time specified on the cover sheet of this RFP
  + **Failure** **to completely upload** your document(s) by the deadline shall result in disqualification
* **May be submitted** at any time prior to the deadline
* Submitted proposal **may be withdrawn and resubmitted** at any time prior to the deadline
* **Large files** may take time to upload; so, plan the timing of your submittal accordingly
* **Cannot be viewed** by City staff until the close date and time

Please see Section VI of this RFP for details on the format and structure of requested Proposals.

**Offer Held Firm**

Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 180 calendar days following the date established for receiving bids/proposals. At the end of the 180 calendar days the bid/proposal may be withdrawn at the written request of the bidder/proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered, in the sole discretion of the City, to be in the City’s best interests. The City may modify or amend any provision of this notice or the RFP at any time.

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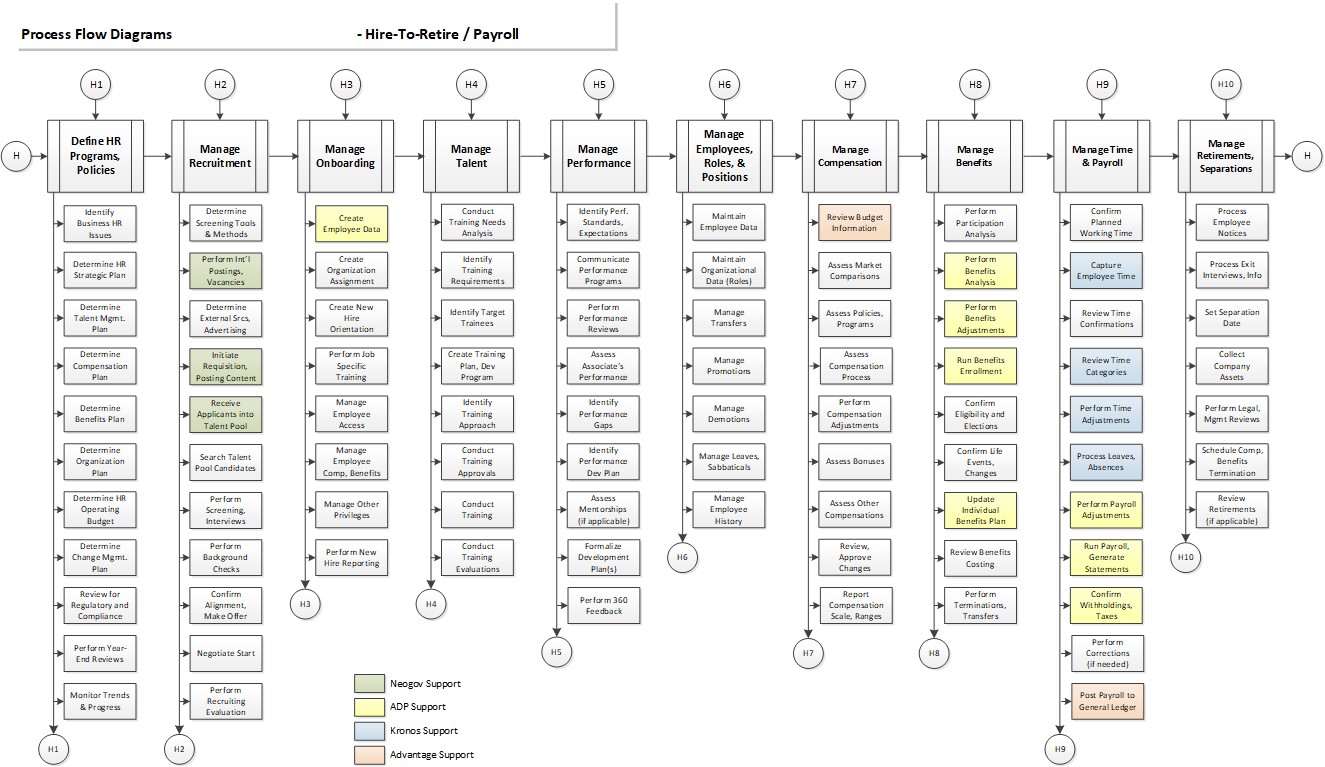
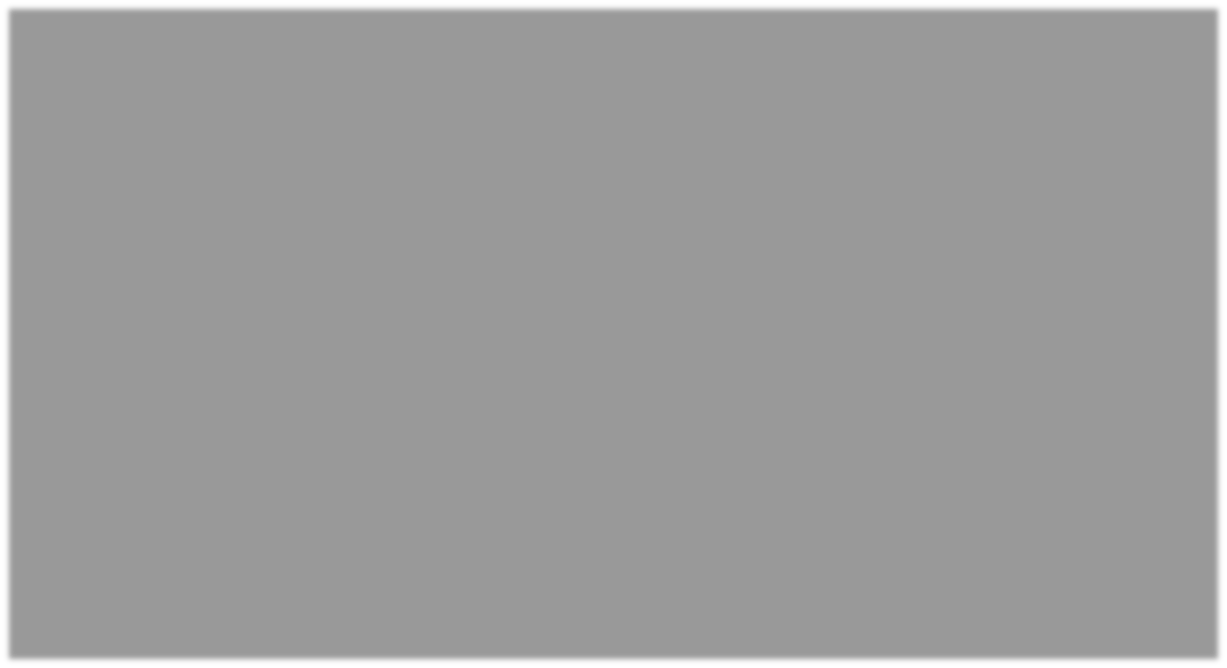
The following definitions are used throughout the RFP:

* Client or The City means **City of Cleveland, Ohio**.
* Vendor means a firm, company, or organization submitting a proposal in response to this RFP (construed as a software or hardware vendor).
* SI or Firm means the System Integrator (Firm) submitting a proposal in response to this RFP (construed as either a consulting service or contracted firm).
* Proposer is any Vendor or SI submitting a proposal to The City.
* HCM mean Human Capital Management
* HRIS means Human Resource Information system.
* SOW means Statement of Work.

# INTRODUCTION AND PROJECT OBJECTIVES

The City of Cleveland, Ohio (The City) is requesting Proposals from qualified software providers, vendors, and system integrators to partner with the City in its pursuit of a modern Human Capital Management (HCM) and comprehensive HR Information System (HRIS). In addition to soliciting written responses, this document provides information to assist Proposers in preparing their responses and facilitates the subsequent evaluation and comparison process. This RFP and the selected Proposal in response to this RFP will be incorporated into the contract resulting from this solicitation, and the City reserves the right to negotiate the final scope of work with the selected vendor(s).

On a strategic level, the City of Cleveland is looking to fully utilize an HCM/HRIS platform that can deliver our Hire-To-Retire and Payroll business capability as modeled below:



1. **Background:**

The City of Cleveland is located in Cuyahoga County, Ohio with a current population of about 367,991 residents making it the second-largest city in the state. The City employs about 8,000 employees with a 2022 General Fund budget of $704 million and City budget of approximately $1.8 billion.

The Mission Statement of the City’s Human Resources Department is as follows: “*The Department of Human Resources (HR) will attract and retain qualified, productive, motivated and dedicated employees who will provide efficient and effective services to our citizens. We offer these services in an empathetic, flexible, confidential, responsive, and professional manner. The City of Cleveland recognizes that the City's employees are a considerable resource that requires investment to ensure that we have the talent and skills needed to meet the needs of the City. The Department of Human Resources is committed to providing quality, uniform, and cost-effective services to City employees in the areas of Human Resources Administration, Talent Acquisition, Employee Benefits & Wellness, Equal Employment Opportunity (EEO), Labor Relations, Talent Management, and Human Resources Information Systems (HRIS).”*

1. **Current Human Resource Technology Environment**

The City IT Department currently supports approximately 240 users in the operation of a variety of disparate point solutions to perform HCM functions, including ADP, NEOGOV, Kronos, and TeleStaff. Each point solution performs a narrow set of functions with limited or no integration with one another, which presents many operational and technical support challenges, and greatly increases staff workload, stress, and human error.

| **Primary Software Applications** | | | |
| --- | --- | --- | --- |
| **No.** | **Application** | **Capability/Function** |
| **1** | ADP | Payroll processing |
| **2** | Advantage by CGI | City’s financial management system |
| **3** | BizLibrary | Organizational training and development (City, *except* Police) |
| **4** | Concentra Portal | Occupational health |
| **5** | GovQA (Granicus) | Public records management |
| **6** | I-Pro Blue 10 | Imaging and evidence management (Public Safety) |
| **7** | Kronos | Time and attendance (City, *except* Public Safety) |
| **8** | MS Access | Electronic database (Public Safety) |
| **9** | MS Excel | Electronic spreadsheets, workbooks |
| **10** | NEOGOV | Applicant tracking and onboarding |
| **11** | Sedgwick Portal | Compliance and benefits administration |
| **12** | Symmetra | Life insurance administration |
| **13** | Target Solutions | Organizational training and development (Police only) |
| **14** | TeleStaff | Scheduling, time, and attendance (Public Safety) |
| **15** | Wex Health (TPA) | Benefits administration |

While there are certain technological challenges in place, the City views this overall initiative as a business transformation project that is supported by technology (e.g. new software) and the City will be open to revised business process workflows. Some of the key challenges in the current environment which the City seeks to address are outlined below, along with indication if the challenge or improvement area has been assessed as related to technology (T), Process (P) or Policy (PO):

1. Disparate point solutions with limited or no integration present many operational and technical support challenges to City staff, result in frequent manual work-arounds to existing processes, and greatly increase staff workload, stress, and risk of human error. (T/P)
2. Vendor customer support for technical and functional issues is inconsistent and hampers timely resolution of issues as well as effective configuration of applications. (T)
3. Configuration and operation of current point solutions in the City and Public Utility environments is not an exact match, which may impact project outcomes in a new application environment. (T)
4. Use of Azure AD and SSO authentication services do not exist across disparate point solutions in support of role-based security schema and effective employee onboarding/offboarding processes. Staff also report a desire for AD synchronization. (T)
5. Disparate point solutions do not currently support the ongoing City initiative to develop an MS Data Lake for robust internal reporting, analysis, and archive of citywide data. (T/P)
6. Staff note inconsistent use of the system(s) and not fully using the system(s) to the full potential. (P)
7. Staff note a heavy reliance on MS Excel and paper-based processes due to system deficiencies; 89% of City staff surveyed also indicate this. (T/P)
8. Certain bargaining units require the use of paper checks, resulting in increased payroll processing times. Opportunities exist to revisit bargaining unit agreements and propose revisions to require direct deposit for all employees. (P/PO)
9. Numerous City employees do not have access to a computer or electronic device. This presents challenges if the City completely digitizes all aspects of the employee experience. (T)
10. Opportunities exist to improve training opportunities and offerings across the City. (P/PO)
11. Numerous City employees do not have a City email address in the current environment. This presents challenges if the City completely digitizes all aspects of the employee experience. (T)
12. There appears to be inconsistent system use throughout the City. Certain departments use ADP to track business processes; others do not. (P/PO)
13. Opportunities exists for the City to increase its use of data to make data-driven decisions related to potentially increasing training in certain areas. (T/P/PO)
14. There is a desire to use/connect external process and systems that could improve efficiency (i.e., eVerify, Ohio JFS). (T/P/PO)
15. There is the opportunity for additional employee information (i.e., union position) to be displayed in a future system. (T/P)
16. Opportunity exists for increased communication and automation related to notifications of various employment actions, upcoming step increases, etc. (T/P)
17. Staff would like a comprehensive digital solution for managing employee performance, discipline that is also integrated with the LMS. (T)
18. Opportunity exists to better manage compensation with a future system, providing the capability to establish salary tables, including steps. This would help automate some pay change processes. (T)
19. The City will benefit from the capability to print details of employees’ different pays on their paycheck or advice. Currently, only one aggregate pay rate is listed with the gross detail on the check stubs, which is confusing to the employee and often requires explanation from City payroll staff. (T/P/PO)
20. Staff would like greater data visibility in the future system with dashboards as data is reportedly difficult to retrieve in the current environment. (T)
21. Special payments are currently processed in paper - there is no Citywide policy driving this business process. (P/PO)
22. Staff would like the new system to allow for real time leave accrual as the current environment requires manual adjustment of leave accrual. (T/P)

# SCOPE OF WORK

The following subsection conveys information deemed critical to informing a potential proposers’ understanding of the current operating environment of the City as it relates to HRIS, as well as information to help inform the development of proposals as it relates to the resulting scope of work.

1. **Functional Area Scope**

The following table contains the list of functional areas of the desired future system.

| **Future HCM Functions** | |
| --- | --- |
| **1** | Applicant Tracking |
| **2** | Advanced Scheduling |
| **3** | Benefit Administration |
| **4** | Compensation Management |
| **5** | Employee Relations |
| **6** | Learning Management |
| **7** | Payroll |
| **8** | Performance Reviews |
| **9** | Personnel Management |
| **10** | Risk Management |
| **11** | Succession Planning |
| **12** | Time and Attendance |

The List of Functional and Technical Requirements/Capabilities contained in Attachment B – Functional and Technical Requirements/Capabilities contains the detailed functionality the City seeks within each functional area in a future systems environment.

The following table contains functional statistics of the City. These statistics are estimates and are provided for planning purposes only.

| **Functional Area** | **Metric** |
| --- | --- |
| **HR and Personnel Management, Performance Management, Applicant Tracking, and Benefits Administration** | |
| Total Number of Employees (Full/Part Time) | 7,205 |
| Number of Full-Time Employees | 4,140 |
| Number of Part-Time Employees | 523 |
| Temporary/Seasonal Employees | 304 |
| Base pay | 136 |
| Board Members | 69 |
| Elected Officials | 32 |
| Safety Trainee | 19 |
| Uniformed Personnel | 1,965 |
| Trainee | 17 |
| Number of Retirees with Benefit Coverage | 0 (we don’t provide coverage for retirees) |
| Number of Applicants per Year | Year 2022 = 24,041   Year 2023 = 27,722 as of 11-8-2023 |
| Number of Days to Fill Positions | 168 |
| Benefit Offerings | The City currently provides the following benefits to employees:   * Medical insurance * Dental insurance * Prescription coverage * Vision insurance * Life insurance * Flexible Spending Accounts (FSA)   The City also provides employees with the following voluntary benefits:   * Disability income insurance * Accident insurance * Critical illness insurance * Hospital indemnity insurance * Universal life insurance * MetLife legal plans * MetLife identity protection plan * MetLife pet insurance |
| Open Enrollment | The City holds open enrollment annually in March, with new elections becoming effective on April 1 of each year. |
| Leave Types | * Vacation * Sick * Comp Time * Workers’ Compensation * Injury * Holiday * Floating holiday * Personal day * FMLA * Medical * Leave without pay (with benefits) * Leave without pay (without benefits) * Military * Funeral/bereavement * Professional/educational * Administrative leave * Court duty * Jury duty/witness duty * Parental |
| Unions | The City has 33 bargaining units. Many City employees belong to one of the following unions: Teamsters Local Union No. 507 (Local 507), American Federation of State, County, Municipal Employees (AFSCME) Local 100, S.E.M.E. (Service Employees, Maintenance Employees) Local 1, The Ohio Nurses Association/AFT, AFL-CIO and its affiliate Local 85, Fraternal Order of Police (F.O.P.) Lodge No. 8, Cleveland Police Patrolmen’s Association (CPPA), Cleveland Fire Fighters Local 93, Cleveland Building and Construction Trades Council, Cleveland Association of Rescue Employees, Communications Workers of America Local 4340, Utility Workers Union of America, AFL-CIO Local 270, etc. |
| Retirement | City employees are enrolled in either the Ohio Public Employees Retirement System (“OPERS”) or the Ohio Police and Fire Pension Fund (“OP&F”). Employee and employer contributions to each pension fund are as follows:  OPERS  Employee = 10%  Employer = 14%  OP &F  Fire- employee = 12.25% and employer = 19.5 %  Police - employee = 12.25% and employer = 19.5% |
| **Payroll** |  |
| Number of W2’s per Year | 13,846 |
| Number of Employees Paid per Cycle (average in 2022) | 7,177 |
| **Time and Attendance** |  |
| Total number of employees entering time (average in 2023) | 362 |
| Number of work locations | 184 |
| Number of employees reviewing/approving time | 285 |
| Number of employees licensed for reviewing/approving time using mobile application | 0 |
| Departments using physical time clocks (anticipated future) | About 30 |
| Time clock device(s) currently in use and quantity | 209 |
| Anticipated future time clock needs | 30 |
| **Helpful Links** |  |
| [Human Resources | City of Cleveland Ohio](https://www.clevelandohio.gov/city-hall/departments/human-resources)  [Careers | City of Cleveland Ohio](https://www.clevelandohio.gov/careers)  [Forms & Publications | City of Cleveland Ohio](https://www.clevelandohio.gov/city-hall/departments/human-resources/forms-publications) | |

1. **Phasing/Timelines**

The City intends to target a start date for the implementation process in late second or early third quarter in calendar year 2024 – ideally by June/July – with a go-live no later than January 2026.

Proposers are encouraged to propose phasing and timelines in Attachment A, Section 5, that best align with the Proposers implementation approach, and if this does not align with the City’s target dates, to provide explanation.

1. **Deployment Models**

The City is most interested in finding a solution that will best meet the functional needs of the City with a sound and proven implementation approach, regardless of the deployment/hosting model is. The City will entertain responses that provide (a) a turnkey software as a service (SaaS) solution with full platform hosting provided by the vendor; (b) responses for a vendor-hosted/managed solution, and (c) City-hosted deployment models.

The City does not have a preference as to a specific hosting location, but it does have a requirement toward the hosting and access to any City data by Proposer staff being within the contiguous United States. Proposers are requested to specify the hosting location in proposal responses, specifically as part of Section 9 to proposal responses (please see Attachment A for further instruction).

1. **Ownership of Data and Transition**

Any and all City data stored on the Proposer servers or within the Proposer’s custody shall be the sole property of the City. The Proposer, subcontractor(s), officers, agents, and assigns shall not make use of, disclose, sell, copy or reproduce the City data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Consultant shall:

* + Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the City;
  + Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition; and
  + Make available to the City in a mutually-agreeable machine readable format, at no cost, all City data stored within the system, stored on the Proposer’s servers, or within the Proposer’s custody, within fifteen (15) days of termination or City request.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the City shall:

* + Retain ownership of all data, work products, and documentation, created pursuant to the resulting Agreement.

1. **Number of Users**

The following user counts contained in the bullet points below are estimates and are provided for planning purposes only. The number of users represents the number of **current** licenses within the three primary systems in use by the City today:

* + NeoGov: 175 users
  + ADP: 247 named users/practitioners that access to check payroll, access information on employees, etc. (the City estimates approximately 200 users may log-in concurrently) and 8,277 distinct users that access employee self-service (the City estimates approximately 4,500 users may log-in concurrently)
  + UKG: 362 users (managers/time-keepers); 106 users (ability to request time-off, some managers/time-keepers may also be counted in the 362 user count); 8,181 with timecards in the system with most using time clocks and some with managers entering time on their behalf
  + The City would not expect that retirees or former workers will require access to a future system, as the City does not provide benefits to retirees. Retirees would not be expected to access the future system, however the City recognizes that some vendors may require retirees records to count as a license/seat in order to maintain personnel records for separated employees. If retiree/separated employee records are required to be maintained in the proposed solution, vendors are asked to provide specific questions during the RFP questions period to elicit necessary information from the City.

1. **Partnerships**

Proposers are allowed to establish partnership relationships to fully provide all requirements defined by the RFP.

* + Proposers engaged in a partnership relationship shall submit a single proposal in response to this RFP.
  + Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Proposer. In the event a proposal that presents a partnership of two or more software solutions is selected, **it is expected that a single contract be executed between the City and the Prime Proposer, and the Prime Proposer be responsible for any contractual relationship with the proposed partner(s).** The City will consider separate agreements with the selected Consultant and the software provider, if Proposers operate under a systems integrator/value-added reseller agreement.
  + Each Proposer engaged in the partnership shall respond to any and all applicable portions of this RFP that relate to the work that will be performed, or the capabilities provided. For example, each Proposer shall provide references, and each Proposer shall respond to the Company Background and History questions.
  + Each software partner shall complete Attachment B, Section 1 (General and Technical), and the Interface and Data Conversion tabs, in addition to the applicable functional/technical tabs in Attachment B pertaining to their scope of software functionality.

1. **Proposers of Subsets of Functionality:**

As part of this process the City will not be allowing Respondents to submit point solutions (best of breed) as standalone proposals, and encourages Respondents to participate in this process by forming partnerships to address the full scope of work, allowing the City in order to consider and evaluate a range of marketplace offerings.

1. **Alternate Proposals:**

Although the City prefers that each Proposer submit only one proposal including all alternatives to the proposal that the Proposer desires the City to consider, it will accept proposals from different business entities or combinations having one or more members in interest in common with another Proposer. The City may reject one or more proposals if it has reason to believe that Proposers have colluded to conceal the interest of one or more parties in a proposal and will not consider a future proposal from a participant in the collusion. In addition, The City will not accept a proposal from or approve a contract to any Proposer that is in default as surety or otherwise upon an obligation to The City or has failed to perform faithfully any previous agreement with The City or is currently in default under any agreement with The City.

Respondents may submit alternate Proposals for evaluation, subject to the following guidance.

* + Proposers may submit multiple Proposals for evaluation. For example, if a Proposer offers one or more “branded” products that may meet the needs of the City they are encouraged to separately propose each software package for consideration.
  + Software companies that deliver their solution through one or more consulting firms (system integrators) are also allowed to submit more than one Proposal for consideration through differing consulting firms.
  + A separate Proposal package submitted in accordance with this RFP is required in order for the City to accurately evaluate each Proposal independent of the other.

1. **Software Upgrades**

The City shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Proposer. Such upgrades shall be provided at no cost to the City so long as a valid maintenance and support agreement, or if applicable software as a service licensing agreement, is in place.

1. **Personnel**

All of Proposer’s personnel providing goods and services under the resulting contract shall possess the necessary skills, experience, and knowledge, to perform their assigned duties. In the event assigned personnel are providing non-conforming or unsuitable services, the City shall notify Proposer and provide the opportunity to rectify the deficiency. If unable to cure the nonconforming services, Proposer shall remove from the project and replace the Proposer’s personnel that the City deems unsuitable for the project with a resource possessing the necessary skills, experience, and knowledge, to perform their assigned duties in a satisfactory manner. The City does request that any resources working on the City’s project be located within the United States.

1. **Deliverables**

The scope of services covered in this RFP is to provide the City with software and professional services that allow the City to modernize and improve upon the City back-office and citizen facing services related to human capital management.

It is expected that the Proposers will be able to provide a comprehensive set of services including but not limited to those outlined in this Section and other areas as defined in this RFP.

The Proposer selected in response to this RFP shall provide the software and professional services as so necessary to successfully:

* + Assess current business processes and workflows,
  + Define areas of alignment to the proposed software solution as well as gaps and define action plans to better align any processes and gaps to out-of-the box software functionality within a reasonable tolerance,
  + Train City staff on the use/configuration/maintenance/security/etc., of the proposed software solution,
  + Provide and assist with the development of training documentation
  + Assist with the configuration of the software solution,
  + Develop defined integrations with other software systems,
  + Lead the data conversion/migration process from legacy systems to the selected system,
  + Assist with testing of the proposed software solution including resolution of defects and configuration errors,
  + Support the overall implementation process with those tasks and deliverables as is commonplace to the implementation of an enterprise software solution including but not limited to;
    - * + project management,
        + Project governance,
        + Organizational change management advising,
        + Communication strategies, and
        + Preparation of the City for live production use of the proposed software solution.

The manner in which Proposers approach each of these tasks, and the degree to which the division of labor falls upon the City, will be at the discretion of the Proposers based upon the successful and recommended methodology that has been employed on similarly situated City governments within the municipal sector.

The following information establishes the expectation of the minimum level of project management documentation to be provided by Proposers as a part of, but not exclusively, the resulting implementation services offered.

As part of the implementation scope, following signing of a contract, the selected Proposer shall develop and provide the City with the following items:

* Project Management Plan: a detailed Implementation Project Plan that, at a minimum, includes the following:
  + - * Objectives
      * Deliverables and Milestones
      * Project Schedule
      * Resource Management Processes
      * Scope Management Processes
      * Schedule Management Processes
      * Risk Management Processes
      * Quality Management Approach
      * Communication Management Approach
      * Organizational Change Management Approach
      * Status Reporting
* Training Plan
* System Interface Plan
* Testing and Quality Assurance Plan
* Pre- and Post-Implementation Support Plan
* System Documentation
* Risk Register

Additional documentation about each Plan may be found in RFP Attachment A, Section 3.

# INVOICING AND PAYMENT INFORMATION

Further detail related to the City’s expectations on how pricing proposals shall be presented may be found in Attachment A, where payment and retainage terms are presented.

The Firm shall submit its invoice for payment to The City no later than the close of business on the **28th day of the Month** following the month for which payment is requested. The Firm shall not submit invoices more frequently than once per month.

Invoices shall include fixed fee amount listed by deliverables from the proposal’s statement of work.

Invoices not submitted in the approved format may be rejected and returned to the Firm. This includes incomplete information and missing documentation.

The City has the right to approve all individuals working on the project and it is expected that the selected individuals will remain on the project until the assigned effort is complete. Individuals can only be replaced with The City’s written approval.

# PROPOSAL REQUIREMENTS

1. **Submission of Proposal**

Each Proposer shall submit its proposal(s) in the number, form, manner, and by the date and time and at the location required in the Sections below.

* 1. Each Proposer shall provide all information requested in this RFP. The Proposer must organize its proposal package to address each of the elements in this RFP in the order listed in Section VII Proposal Contents. The Proposer should carefully read all instructions and requirements and furnish all information requested. If a proposal does not comply with all terms, conditions, and requirements for submittal, The City may consider it unacceptable and may reject it without further consideration.
  2. If you find discrepancies or omissions in this RFP or if the intended meaning of any part of this RFP is unclear or in doubt, send an email to [ITS-PMO@clevelandohio.gov](mailto:ITS-PMO@clevelandohio.gov), request for clarification or interpretation to **ITS-PMO, 205 West St. Clair Avenue, 4th Floor, Cleveland OH 44113, no later than January 6, 2024 at 4:00 PM EST**.

1. **The City’s Rights and Requirements**
   1. The Director, at his/her sole discretion, may require any Proposer to augment or supplement its proposal or to meet with The City’s designated representatives for interview or presentation to further describe the Proposer’s qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.
   2. The City reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as may be in The City’s best interest.
   3. **Proposal as a Public Record:** Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal may be considered a public record which, if properly requested, The City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page - but only that page - of its proposal that contains that information. The City will notify the Proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as “proprietary” or “trade secret” will not protect an entire proposal and is not acceptable.
   4. **Term of Proposal’s Effectiveness.** By submission of a proposal, the Proposer agrees that its proposal will remain effective and eligible for acceptance by The City until the earlier of the execution of a final contract or 180 calendar days after the proposal submission deadline (the “Proposal Expiration Date”).
   5. **Execution of a Contract.** The successful Proposer shall, within ten (10) business days after receipt of a contract prepared by The City Director of Law, exclusive of Saturdays, Sundays, and holidays, execute and return the contract to The City together with evidence of proper insurance and intent to conform to all requirements of the contract. Attached hereto or which are a part hereof and all applicable federal, state, and local laws and ordinances prior to or at the time of execution of the contract.
   6. **Short Listing.** The City reserves the right to select a limited number (a “short list”) of Proposer’s responding to this RFP, to make an oral presentation of their qualifications, proposed services, and capabilities.
   7. **Proposer’s Familiarity with RFP; Responsibility for Proposal.** By submission of a proposal, the Proposer acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a pre-proposal conference or by addendum issued prior to the proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful Proposer will not relieve it from responsibility for all parts of its Proposal and, if selected for contract, its complete performance of the contract in compliance with its terms. Proposer acknowledges that The City has no responsibility for any conclusions or interpretations made by Proposer on the basis of information made available by The City. The City does not guarantee the accuracy of any information provided and Proposer expressly waives any right to a claim against The City arising from or based upon any incorrect, inaccurate, or incomplete information or information not otherwise conforming to represented or actual conditions.
   8. **Interpretation.** The City is not responsible for any explanation, clarification, interpretation, representation, or approval made concerning this RFP or a Proposal or given in any manner, except by written addendum. The City will post to OpenGov each addendum issued, if any, to each individual or firm that requested and received an RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.
   9. **Confidentiality.** The Proposer cannot make use of any information obtained through this Agreement for any activity outside the scope of this project. Proposer will utilize its “best efforts” to protect all information gathered and records developed during the course of this Agreement from examination by unauthorized agencies or persons. Such records include all collected data, forms, provided/developed configuration and topology data, computer files, program listings, manuals, documentation, correspondence files, contract records, and reports. The Proposer shall retain all copies in a secure manner until the project is closed and all documents will be returned to the Division of Information Technology & Services. No information, materials or any summary of these materials shall be released to any individual or organization (verbally or in writing) without prior written permission from the Director.

No work involving information furnished under this RFP will be subcontracted without the specific approval of the Director.

In performance of the Agreement, the Proposer agrees to comply with and assume responsibility for compliance by employees with the following requirements:

* + - All work will be performed under the supervision of the Proposer or the Proposer’s responsible employees.
    - Any information provided to the Proposer, in any format, will be used only for the purpose of carrying out the provisions of this contract. This information will be treated as confidential and will not be made known in any manner to any person except as may be necessary in the performance of the Agreement.
    - All information provided to the Proposer shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material.
  1. **Rights in Data and Copyright.** Throughout the period of this Agreement, the Division of Information Technology & Services reserves exclusive and unlimited rights to the information provided to the Proposer, except for the information the information Technology & Services makes available to the public. Information Technology & Services also reserves exclusive rights to the results and findings produced by this project.
  2. **Cleveland Area Business Code**

Requirements: During performance of this Agreement, Proposer shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 (“C.O.”), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Proposer’s:

* + - Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement.
    - Compliance and cooperation with Project Monitors, whether from the Mayor’s Office of Equal Opportunity (the “OEO”) or the contracting department.
    - Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Proposer’s compliance; and
    - Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services.

Failure to Comply When determining the Proposer’s future eligibility for a City contract, The City shall consider a Proposer’s failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.

Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland- area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful Proposer for a contract will be a firm that shares that commitment. Accordingly, a Proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub- consultants that are certified by the Mayor’s Office of Equal Opportunity (the “OEO”) in its proposal.

The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business (“CSB”) subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise (“MBE”), Female Business Enterprise (“FBE”), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.

To document its good-faith effort to utilize certified MBE, FBE and CSB sub- consultants, each Proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code* - *Notice to Bidders and Schedules*. These schedules identify the Proposer’s proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the Proposer’s good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal, and they will be forwarded to The City’s Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal.

Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City’s website at [clevelandohio.gov](http://www.city.cleveland.oh.us/). On the home page, under City Departments, select “Equal Opportunity” from the drop-down list of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for “CSB/MBE/FBE Registry”.

Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub- consultants.

The City’s Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB sub-consultants throughout the duration of the engagement or project. The successful Proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.

The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the OEO *Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

The successful Proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a “contractor” in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the Proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, “treated” means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

# PROPOSAL QUALIFICATIONS

Each Proposer, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a proposal. If Proposer is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Proposer must:

* + Complete all necessary City Forms and Attachments provided with this RFP.
  + Demonstrate the ability to provide software implementation services (training, configuration, analysis, conversion, integration, project management, etc.) and software suitable for use, and with demonstrable experience providing said software and services, for Municipal Government.
  + Submit with its proposal written, verifiable, Government/Municipality references dated within the last five years (including the minimum number requested in this RFP or as otherwise set forth in Attachment A to this RFP) from clients for which the Proposer has rendered services substantially similar to those sought by this RFP. Proposer is required to provide the names, contact, and a brief project scope for each of the references.

**Insurance:** The successful Proposer, at its expense, shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage. The insurance company (‘ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated “A” or above by A. M. Best Company or equivalent. The Successful Proposer, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.

* + Professional liability insurance with limits of not less than $1,000,000.00 for each occurrence and subject to a deductible for each occurrence of not more than $50,000.00 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.
  + Workers’ compensation and employer’s liability insurance as provided under the laws of the State of Ohio.
  + Statutory unemployment insurance protection for all of its employees.
  + Such other insurance coverage(s) as the City may reasonably require.

# PROPOSAL CONTENTS

Proposals shall be submitted through the City’s OpenGov. Proposals submitted by any other method such as hard copy or email will be disqualified.

**Submittals:**

* **Must be completed** no later than the date and time specified on the cover sheet of this RFP
  + **Failure** **to completely upload** your document(s) by the deadline shall result in disqualification
* **May be submitted** at any time prior to the deadline
* Submitted proposal **may be withdrawn and resubmitted** at any time prior to the deadline
* **Large files** may take time to upload; so, plan the timing of your submittal accordingly
* **Cannot be viewed** by City staff until the close date and time

**Technical Proposal Organization Guidelines**

Proposers are instructed to arrange their proposal response to the Technical Proposal by organizing according to the guidance provided in the table below, and by completing Attachments A and B to this RFP. **The City expects that Proposers will include additional proposal content beyond simply completing the forms and worksheets provided through this RFP.** The following table contains the organization guidelines for Technical Proposal responses.

| **Technical Proposal Organization Guidelines** | |
| --- | --- |
| **Proposal Section No.** | **Technical Proposal Section** |
| **Tab 1** | Company Introduction and Relevant Experience |
| **Tab 2** | Software Solution |
| **Tab 3** | Project Approach and Implementation Methodology |
| **Tab 4** | Key Proposed Personnel and Team Organization |
| **Tab 5** | Project Schedule |
| **Tab 6** | System and Application Architecture |
| **Tab 7** | Data Conversion Plan |
| **Tab 8** | Security and Software Hosting |
| **Tab 9** | Testing and Quality Assurance Plan |
| **Tab 10** | Training Plan |
| **Tab 11** | References |
| **Tab 12** | Pricing Structure |
| **Tab 13** | Sample Contracts, Warranty, and Escrow |
| **Tab 14** | Exceptions to Project Scope and Contract Terms |
| **Tab 15** | Please insert the response to Attachment B, Functional and Technical Requirements, following Attachment A in the consolidated PDF Technical Proposal. |
| **Supplements** | Any Proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal in a separately marked “Supplements” Section of the proposal. |

1. **Tabs 1 – 14** Attachment A – Proposal Response Forms is a Word document that provides detailed instructions and requirements for the Proposer as it relates to the documents to be submitted as their RFP response and Services required for the Project. Proposers are instructed to organize Proposals in a tabbed format and to insert the completed Section forms (**Attachment A – Proposal Response Forms**) in the corresponding Tabs as a part of their response to the Proposal. In addition to the information captured through the questions and tables in **Attachment A – Proposal Response Forms**, Proposers are requested to provide complementary narrative information, diagrams, and images to help substantiate and support their proposal response to each Section. Proposers are directed to **Attachment A – Proposal Response Forms**, which includes forms, tables, and questions that are be completed by the Proposer and inserted into each applicable tab of the RFP response (Section 1 – 14).
2. **Section 15 Attachment B – Functional and Technical Requirements/Capabilities** is an Excel document that provides detailed requirements and capabilities related to software features and functions, as well as potential interfaces and data conversion requirements. This Section is to include Proposer’s response as detailed in Attachment B – Functional and Technical Requirements/Capabilities, which is an Excel document to be filled out by the Proposer. Proposers are to provide Attachment B in both Excel format, and also in PDF format appended to the responses to Attachment A Sections 1-14.
3. **Proposal Supplements:** Any Proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal as identified in the table above.

**Price Proposal Organization Guidelines**

The Proposer’s Price Proposal shall consist of the completed Cost Worksheets as contained in **Attachment C – Cost Worksheets.** Proposers shall not modify the worksheets in any way.

**Financial Statements**

Any financial statements that would be required will be requested only from those Proposers that are “short-listed”.

**Required City Forms**

Proposer shall complete, execute, and return with its fee proposal the following documents:

* + Cleveland Area Business Code – Notice to Bidders & OEO Schedules.
  + Federal Form W-9 including Taxpayer Identification Number.
  + Non-Competitive Bid Contract Statement for Calendar Year 2023.
  + Certificate of Insurance
  + Mayor’s Office MBE/FBE/CSB Certificate (if applicable)

# PROPOSAL EVALUATION

The following section outlines the intended proposal evaluation process the City has identified. The City reserves the right to deviate from this process at its own discretion, and to (i) negotiate any and all elements of the RFP, (ii) amend, modify, or withdraw the RFP, (iii) revise any requirements under the RFP, (iv) require supplemental statements of information from any Proposer, (v) extend the deadline for submission of Proposals, (vi) cancel, in whole or part, this RFP if the City deems it is in its best interest to do so, (vii) request additional information or clarification of information provided in any Proposal without changing the terms of the RFP, (viii) award this project in whole or in part to a Proposer other than the highest scoring Proposer based on the determination of the best overall value and/or fit for the City, and/or (ix) waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Proposer. The City may exercise the foregoing rights at any time without notice and without liability to any Proposer, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

The City may request clarifications and conduct discussions with any Proposer that submits a Proposal, including requesting additional information. The City reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by the City, which will best serve the City business and operational requirements, considering the evaluation criteria set forth below. Proposers shall be available for a system demonstration to City staff on dates specified in [the](#Table02RFPScheduleofEvents) RFP or as otherwise requested by the City if selected for system demonstrations. Failure of a Proposer to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the Proposal. The initial evaluation may be adjusted because of a clarification under this section. The City reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

* + - 1. **Evaluation Approach and Criteria**

As described in the preceding Evaluation process sub-section, the City intends to follow a multi-stage approach to scoring based on key evaluation activities (e.g. scoring is conducted in a progressive manner, following various steps in the process with scores “resetting” at each stage). The City hereby reserves the right to evaluate, at its sole discretion, the extent to which each Proposal received compares to the stated criteria. Proposer proposals shall be evaluated in accordance with the following criteria, subject to variation at the sole discretion of the City.

The City may request clarifications and conduct discussions with any Proposer that submits a Proposal, including requesting additional information. The City reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by the City, which will best serve the City business and operational requirements, considering the evaluation criteria set forth below.

Failure of a Proposer to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the Proposal. The initial evaluation may be adjusted because of a clarification under this section. The City reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

* + - * 1. **Compliance Review:** The City will initially review proposals to determine responsiveness of each Proposal in relation to the format, content, and completion of required forms and attachments as so specified in this RFP. Proposals passing the Compliance Review will proceed into Phase 1.
        2. **Phase 1 Short-List Identification:** The City will initially review and evaluate each Proposal received to determine the Proposer’s ability to meet the requirements of the City. The evaluation criteria described in this RFP will be the basis for evaluation, in addition to other criteria deemed appropriate by the City Project Team. The City will determine the Proposers best suited to meet the needs of the City based on the review of Proposals received. These Proposers will form the Proposer Shortlist. The City intends to utilize the criteria presented below following the review of written Proposals that have passed the Compliance Review.

|  |  |  |
| --- | --- | --- |
| **Phase 1 Criteria** | | |
| **Criteria** | **Description** | **Points** |  |
| Functionality | This criterion considers but is not limited to the following:   * The proposer’s written responses to the Functional and Technical Requirements for proposed functional areas and overall software solution. * The ability for the proposed software to integrate with the City systems environment. | 35 |  |
| Technical | This criterion considers but is not limited to the following:   * Alignment of the proposed software to the City’s preferred technical specifications. * The proposer’s written response to each potential interface. * The level of integration among proposed functional areas. | 20 |  |
| Approach | This criterion considers but is not limited to the following:   * The described approach to implement an enterprise system to achieve the City’s goals and objectives. * The alignment of the proposed implementation timeline to the City’s desired timeline. * The distribution of implementation tasks between City and Proposer teams. * The proposed resource hours between City and Proposer teams. * The proposer’s approach to key implementation tasks, including data conversion, testing, and training. * The proposer’s planned ongoing support and maintenance services. | 25 |  |
| Proposer Experience | This criterion considers but is not limited to the following:   * The proposer’s experience delivering the services requested in the RFP. * The proposer’s experience with similar implementations for comparable organizations. * The proposer’s experience deploying comparable interfaces to the City’s related applications. | 15 |  |
| Comparable References | This criterion considers the relevance of references related to organization size and location, structure of the organization, entity type (e.g., city/town/village), comparable scope, similar software version, and deployment model. | Pass/Fail |  |
| Proposed Staff Experience | This criterion considers but is not limited to the following:   * The experience of named staff delivering services requested in the RFP. * The experience of named staff with similar implementations for comparable organizations. * The qualifications of named staff to deliver the services requested in the RFP with a focus on business process optimization. | 5 |  |

* + - * 1. **Phase 2 Finalists Identification:** The City, at its sole discretion, reserves the right to have system demonstrations with those Proposers on the Proposer Shortlist, or any other Proposer. Demonstrations may be conducted at City offices, or remotely via web-conference. Demonstrations will involve a scripted demonstration. The schedule, scripts, and demonstration requirements will be provided with the invitation to participate in demonstrations. A Pre-Demonstration Vendor Teleconference may be offered for those Proposers that have been shortlisted, and Proposers will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. Proposers that are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality shall not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the Proposers. The proposed version of the software must be shown, and must not include any software that is under development or in beta testing. Evaluation Committee members will view the demonstrations, and additional City staff may also be in attendance to observe and provide informal feedback. Additional information regarding the content of the presentation will be provided to the shortlisted Proposers. The City intends to utilize the criteria presented below following the demonstrations by Short-List Proposers identified during Phase 1.

|  |  |  |  |
| --- | --- | --- | --- |
| **Phase 2 Criteria** | | | |
|  | **Criteria** | **Description** | **Points** |
|  | Functionality – Alignment to Processes and Perceived Efficiencies/Improvements | * This criterion considers information learned through vendor demonstrations including but not limited to the alignment of demonstrated functionality with preferred business processes, ability to support required processes/functions including reporting and workflows, and demonstrated functionality that may drive process improvement and efficiencies. | 25 |
|  | Functionality – Ease of Use and User Interface | * This criterion considers information learned through vendor demonstrations including but not limited to the demonstrated user interface and the perceived ease of use/adoption for City staff. | 25 |
|  | Technical | * This criterion considers information learned through the Technical Discussion as part of vendor demonstrations as well as other sessions | 15 |
|  | Approach | * This criterion considers information learned through the Implementation Approach Discussion as part of vendor demonstrations as well as other sessions, including the approach to staffing, training, configuration, and implementation phasing/durations. | 20 |
|  | Vendor Experience | * This criterion considers new information learned through the Company Overview Discussion as part of vendor demonstrations as well as other sessions. | 15 |

* + - * 1. **Phase 3: Reference Checks:** The City intends to perform final reference checks, and as necessary site visits, following the finalization of the Phase 2 scoring process. This process may include teleconference meetings, web conferences, and in-person meetings with references. The City reserves the right to conduct reference checks at any point in the evaluation process, and to contact other known users of the proposed system(s) beyond just those references provided. The reference check process will be a qualitative – and not quantitative – process. The reference check process may consider the following, in addition to other information learned through references.

Reference Feedback: Feedback received from references related to the vendor’s performance in the implementation, including meeting project objectives and timelines; the knowledge, skills, and experience of implementation staff; capabilities of the software; and ongoing vendor performance with support and maintenance.

Comparability of References: The relevance of references related to organization size and location, structure of the organization, entity type (e.g., city/town/village), comparable scope, similar software version, and deployment model.

* + - * 1. **Phase 4 Cost Proposal Review:** Fees will not be considered in the initial technical proposal review and evaluation.

Proposals shall be evaluated first on qualifications and technical merit. Once rankings are established, the fee submittals shall be considered.

The cost evaluation may consider, as applicable, the price of the software licensing, services, and terms of any offered ongoing maintenance and support (including applicable service level agreements, disaster recovery, etc.) proposed in response to the information solicited by this RFP. Proposers will be evaluated on their pricing scheme, their price in comparison to the other proposers, and overall reasonableness of the pricing relative to the proposed software and services.

In evaluating cost, the City may evaluate on a fully loaded 10-year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase and implementation costs, ongoing support and service costs, hardware costs, and associated hardware support costs. The City reserves the right to add its own estimates of the costs (including any anticipated savings) associated with the required level of internal staffing (business users and IT staff) for implementation and for ongoing support, hardware and overhead costs and savings. In addition, the City may rely on the proposer’s resource estimates as a basis for their calculations.

A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the City. Such process may be initiated following the identification of the Proposer Shortlist or at any other evaluation process step. Additional processes of scope and cost clarification may be employed as part of the evaluation process if it is deemed to be in the City’s best interest. Cost may be refined in the event of a subsequent Request for Clarification or Request for Best and Final Offer (BAFO).

* + - 1. **In General:**

A firm’s involvement in any current litigation with The City may be considered during proposal evaluation.

The ratings are not intended or to be interpreted as a reflection of a Proposer’s professional or technical abilities. Instead, they reflect The City’s best attempt to quantify each Proposer’s ability to provide the services sought by The City and to meet the specific requirements of this RFP, for comparison purposes.

* + - 1. **Disqualification of a Proposer/Proposal:**

The City does not intend by this RFP to prohibit or discourage submission of a proposal that is based upon a Proposer’s trade experience in relation to the nature or scope of work, services, or product(s) described in this RFP or to prescribe the manner in which its services are to be performed or rendered.

The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, as determined solely by The City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any proposal or to waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process so as to approve the award of the contract considered in The City’s best interest, as determined in The City’s sole discretion.

The City reserves the right to reject any or all proposals. Failure by a Proposer to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its proposal. Further, The City reserves the right to independently investigate the financial status, qualifications, experience, and performance history of a Proposer.

The City reserves the right to award all, part, or none of the components/functional areas included in this RFP. In addition, the City reserves the right to make one or more awards to competing Respondents for subsets of functionality as a result of this RFP. The City also reserves the right to refrain from making an award if it determines it to be in its best interest. The City reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals. The City reserves the right to create a Project of lesser or greater expense than described in this RFP or the respondent's reply, based on the component prices or scope submitted. The City reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the City.

The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract.