

Kathy Catazaro-Perry, Mayor



**CITY OF MASSILLON**  
**REQUEST FOR STATEMENT OF QUALIFICATIONS**  
**FOR INFORMATION TECHNOLOGY SUPPORT**  
**MANAGED SERVICES FOR THE CITY OF MASSILLON**  
**Municipal Government Building**  
**Municipal Annex Building (Huntington Bldg.)**  
**Wastewater Plant Facility**  
**Fire Stations**  
**City Operations Department**  
**Health Department**

**Pre-Proposal Site Meeting: November 9, 2022, 10:00 AM**  
**Proposals due by: November 30, 2022, by 3:00 PM**

**Contact Information:**

**City of Massillon, Ohio,**  
**City Administration Building**  
**151 Lincoln Way East,**  
**Massillon, Ohio 44646**

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## **SECTION 1. BACKGROUND**

### **Introduction**

The City of Massillon is soliciting qualifications from vendors, firm, or agencies qualified to provide quality Information Technology (IT) software and hardware support managed services to its locations. The Information Technology services required can be summarized into these categories, 1) Network Administration, Security and Troubleshooting, 2) Server administration, 3) Desktop computer system installation and support, 4) Email Server Management, 5) Network Security, 6) Reporting, 7) Backup Management, 8) Strategic Planning, 9) IT management, 10) Personnel, 11) Hardware purchase consultation, 12) Transition / On-Boarding Service, 13) Other Needs.

The period of the contract will be 36 consecutive months commencing on or about January 3, 2023.

### **Background Information**

The City of Massillon has a population of approximately 32,000 and is located in northeast Ohio. The City is comprised of multiple departments, most of which are located in City Hal and adjacent structures. The City understands the importance of having effective IT infrastructure in place for security and continued progress. The City's IT functions are currently managed by a consultant. The City's IT consultants are responsible for the maintenance, updates, monitoring and service of our current server's along with network monitoring, email archiving, data storage, antivirus software monitoring and updating as well as yearly renewal of the SSL domain certificates, and help desk.

### **Technical Environment Overview**

Networks:

Primary City Server Datacenter:

2 HPE ProLiant DL380 Server running vmware vSphere clustered hypervisors hosting 11 virtual servers connected to an HP MSA 2040 SAN (approximately 5.9TB of data)

City of Massillon Managed End User Computers/Laptops: 125 devices

ESRI GIS

Video Servers for Police Department (approximately 6TB of data)

City of Massillon Wastewater Treatment Plant Datacenter:

2 HPE ProLiant DL380 Server running vmware vSphere clustered hypervisors hosting 9 virtual servers connected to an HP MSA 2052 SAN (approximately 3.76TB of data)

City of Massillon Wastewater Treatment Plant: 20 devices

City of Massillon Health Department: 12 devices

City Wide:

Microsoft Exchange Server w/ approximately 240 mailboxes

Backups are to be performed bi-directionally between City of Massillon primary datacenter and City of Massillon Wastewater Treatment Plant over a 10GB fiber link owned and maintained by the City of Massillon. The backup system is utilizing veeAM Pro backup software.

All numbers are approximate and there is no guarantee that they will not fluctuate.

## **SECTION 2. PROJECT OVERVIEW**

### **2.1 Project Scope**

The City understands the RFQ may be inadequate to fully describe the work envisioned. The City of Mayfield Heights wishes to contract with a firm that will serve under the direction of the Office of the Director of Public Safety and Service. The firm will provide a contracted IT Managed Service Program, performing routine maintenance and updates to the system, deployment of equipment and software, as well as provide a resource for both end users of the systems and management staff to ensure system integrity, reliability, and a strong and reliable security system. Strong emphasis will be placed on the firm's ability to provide excellent technical skills, a strong customer service focus, excellent help desk staffing skills and methodologies, and customer service-oriented deployment. The following details the services to be provided to the City:

#### **1. Network Administration, Security and Troubleshooting**

Scope of activity includes unlimited remote/onsite support of all current City network equipment including servers, switches, routers, firewalls, access points, desktops/notebooks and cabling infrastructure. Primary installation and maintenance of all network equipment; Primary maintenance including regular analysis, routine configuration changes, and installation of patches and upgrades; Monitoring and alert notifications to firm's IT staff on failure or potential failure of critical equipment; Alert notifications to designated City personnel in the event of failure; Manage and store network configuration information; Maintaining WAN and LAN networks; Maintain documentation, including policies and procedures. Configure firewalls for maximum security and flexibility, Endpoint Security Protection: Hosted Anti-virus/Anti-Malware protection for all servers, desktops and laptops. Cloud Delivered Threat Protection: Hosted DNS based protection to provide first line of defense against threats on the internet wherever users go and Monitoring and Alerting of network devices including servers, routers, managed switches and other SNMP enabled devices.

#### **2. Server Administration**

Managing computer systems and networks to include application, database, messaging, file and print and other servers and associated hardware, software, communications, operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Ensure scheduled preventative maintenance for equipment is properly and promptly performed; maintain the maintenance records on the equipment; develop operations, administrative, and quality assurance back-up plans and procedural documentation. Setup new users and edit or remove existing users on server. Monitor server performance and capacity management services. Configuration management, including changes, upgrades, patches, etc. Support of specialized software products as it relates to the server(s) and associated hardware. Management of user logins and security. Coordinate repair and maintenance work, ensuring work is conducted in a timely fashion. Notify designated City personnel in the event of any failure and provide 24/7 on-call support. Maintain server OS up to date and secured, including patch management: Microsoft server updates performed on an on-going basis and updates requiring downtime will be scheduled with customer. Ensure backups are being performed, stored correctly and tested routinely. Manage security and printer policies.

#### **3. Desktop computer system installation and support**

Perform basic unlimited remote/onsite support functions including installation of personal computers, laptops, printers, copiers, peripherals; diagnosing and correcting desktop application problems, configuring laptops and desktops for standard applications and network services, identifying and correcting end user hardware problems, and performing advanced troubleshooting. Maintain an up to-date inventory of all City computer-related hardware and make available to City personnel upon

request. Assist designated City personnel with software and hardware purchases to coordinate with the annual budget process. Create and maintain system images for deployment. Escalate desktop (and server) software issues when direct user contact with the firm is no longer productive.

#### **4. Email Server Management**

Set up and removal of employees, Email Security – Hosted email security service that includes cloud based anti-spam and anti-virus scanning, Unlimited Service Desk support for business email synchronization on tablets and smartphones.

#### **5. Network Security**

Maintenance of virus detection programs on City servers, email, and all other computers and laptops including antivirus/antispymware software. Maintain remote access in a secure environment and provide remote access administration as requested by designated City personnel. Additional tasks related to network security include maintaining the following: spam and virus firewall, secure, reliable and up to date Internet access, Internet content filtering and reporting, and duplicate off-site file backup and disaster recovery.

#### **6. Reporting**

Effectively monitor the status of the proposed services, management level status reports will be required monthly and quarterly meetings with the City will be held to review work performed, network availability, help desk ticket summary, security issues and concerns, and long-range planning. In addition, review meetings may be held to discuss service delivery and planning to ensure the IT needs of the City are being met.

#### **7. Backup management**

Bi-directional backup management between City of Massillon primary datacenter and City of Massillon Wastewater Treatment Plant over a 10GB fiber link owned and maintained by the City of Massillon.

#### **8. Strategic Planning**

Engineering, planning and design services for system enhancements, including installations and upgrades of new or existing systems. Examples include major server upgrades, storage system upgrades, design of backup systems, operating systems, etc. Provide technical leadership for server technology issues. Make recommendations for future purchasing and technology needs.

#### **9. IT Management**

Provide IT management services to prioritize the work effort, ensure project completion, and assist in short- and long-term planning. The designated IT Manager would possess the most overall understanding and knowledge of the City's network and would maintain a regular, once per month on-site presence.

#### **10. Personnel**

Provide fully qualified personnel that can perform the required work under the contract resulting from this RFP. Individuals shall be trained on the latest versions and releases of any product required to perform their services before they perform work for the City. Firm personnel assigned to the City shall be available during normal business hours (Monday-Friday 8:00 a.m. to 5:00 p.m.). Furthermore, firm personnel should be available outside of normal business hours for emergency purposes.

## **11. Hardware purchase consultation**

Assist in LAN/WAN/Server hardware recommendations and purchase decisions. Assist in recommendations and purchase decisions for new PC printers, desktops/notebooks including software.

## **12. Transition / On-Boarding Service**

To prevent disruption and ensure the continuity of City's information technology operations when a firm is selected, a transition period shall be allowed to orient the incoming firm. This involves providing relevant materials (e.g. system passwords, server rack keys, etc.) from City staff and/or the City's current IT firm.

## **13. Other Needs**

Network Asset Assessment Auditing and Inventorying Services, Technology Review Meetings, Customer Portal for placing and reviewing service tickets,

Ad Hoc Services:

Based on the needs of the City, additional projects outside the scope of the services specifically identified above may be requested. These projects will be considered Ad Hoc, and time and billing rates should be provided. Any Ad Hoc project shall not be executed until mutual agreement is reached on the scope and cost and must be approved prior to execution by the City of Massillon Board of Control Authority.

## **2.2 Project Schedule**

As indicated in Section 3.3, it is anticipated that a Contract will be executed on or about December 6, 2022.

## **SECTION 3. PROCUREMENT PROCESS**

### **3.1 Acknowledgement of RFQ**

Potential respondent should provide the City of Massillon, within seven days of notice date of this RFQ, an acknowledgement that it has received the RFQ and is the potential Respondent. Such acknowledgement shall identify and provide full contact information for the Respondent Contact, who shall be the Respondent's single point of contact for the receipt of any future documents, notices and addenda associated with this RFQ. Such acknowledgement must be sent electronically, transmitted to the City of Massillon Contact.

### **3.2 Communications and City of Massillon Contact**

On behalf of the City of Massillon, Gregory A. McCue, Civil Engineer IV, Engineering Manager, will act as the sole point of contact for this RFQ and shall administer the RFQ process. All communications shall be submitted in writing, or by email, and shall specifically reference this RFQ. All questions or comments should be directed to the City of Massillon Contact as follows:

Gregory A McCue  
City of Massillon  
151 Lincoln Way East  
Massillon, OH 44646  
Phone (330) 830-1722  
Email: [gmccue@massillonohio.gov](mailto:gmccue@massillonohio.gov)

No oral communication from any other City of Massillon contact or other individual is binding. No contact with City of Massillon staff, City Council members, City Planning, or any other public official, concerning the Project during the procurement process is permitted. A violation of this provision may result in disqualification of Respondent.

### **3.3 Procurement Schedule**

Proposal Release Date	October 25, 2022
Pre-Proposal Site Meeting	November 9, 2022
Deadline to Submit Written Questions	November 11, 2022
Release of Response to Written Questions	November 17, 2022
Proposal Received by	November 30, 2022
Review, Evaluation, Negotiation and Award	December 13, 2022

### **3.4 Pre-Submittal Meeting and Site Tour**

#### **Review of Facilities and Proposal Due Date**

The City of Massillon representative will conduct a pre-submittal meeting for the vendors. The meeting will be held at 54 City Hall Street on November 9, 2022, at 10:00 AM. Attend the pre-submittal meeting with opportunity to tour the Project site to familiarize themselves with site conditions and constraints for preparing a request for qualifications. Respondent shall advise by email, the City of Massillon Contact with copy to [bsylvester@massillonohio.gov](mailto:bsylvester@massillonohio.gov) before November 4, 2022, of the names of individuals who will attend the pre-submittal meeting. Due to space constraints, a vendor is limited to two (2) attendees at the meeting and site tour. If necessary, to maintain appropriate social distancing, the number of allowed attendees may be reduced. The City of Massillon will notify potential Respondents on November 7, 2022, if a reduction in the number of attendees is required. Vendors may submit questions concerning this RFQ no later than 3:00 p.m. EST, November 11, 2022. These questions must be in writing and emailed to the City of Massillon contact. You are invited to ask questions during the proposal process and to seek additional information, if needed. We want this to be an interactive process and will make every effort to provide sufficient data for your response.

## **SECTION 4. PROPOSAL SUBMISSION REQUIREMENTS**

### **4.1 Submittal Place and Deadline**

One bound paper document (original), as well as one electronic version of the proposal on a USB flash drive in PDF format must be received no later than **3:00 PM on November 30, 2022**, addressed to:

**Gregory A McCue**  
**City of Massillon**  
**151 Lincoln Way East**  
**Massillon, OH 44646**  
**Phone (330) 830-1722**  
**Email: [gmccue@massillonohio.gov](mailto:gmccue@massillonohio.gov)**

Each Respondent assumes full responsibility for timely delivery of its Proposal at the required location. Any Proposal received after the submittal deadline will be deemed non-responsive. The delivered packaging containing the Proposal documents must note "RFQ – Information Technology Support Managed Services" on its face.

### **4.2 Submission Format**

The Proposal submission must not exceed twenty (20) total pages (most or all 8 ½ x 11 inches with 1-inch or greater margins), excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, and appendices.

### **4.3 Submission Content**

The content requirements set forth in this RFQ represent the minimum content requirements for the Proposal. It is the Respondent's responsibility to include information in its Proposal to present all relevant qualifications and other materials. The Proposal, however, should not contain standard marketing or other general materials. It is the Respondent's responsibility to modify such materials so that only directly relevant information is included in the Proposal.

The Proposal must include the following information in the order listed:

- Transmittal Letter
- Part 1 - Team Profile
- Part 2- Experience
- Part 3- Project Approach

#### **4.31 Transmittal Letter**

Respondents must submit a transmittal letter (maximum two pages) on the Respondent's letterhead. It must be signed by a representative of the Respondent who is authorized to sign such material and to commit the Respondent to the obligations contained in the Proposal. The transmittal letter must include the name, address, phone number and e-mail address for the Respondent Contact and must specify who would be the Vendor's signatory to any contract documents executed with the City of Massillon. The transmittal letter may include other information deemed relevant by the Respondent.

#### **4.3.2 Part 1 - Team Profile**

A detailed and complete description of the company must be provided in Part 1 of the Proposal and information concerning key personnel that may be included on the Project Team. The Profile must include the following minimum information.

##### **General**

Provide general information about the vendor, such as lines of business and service offerings, locations of home and other offices, number of employees (professional and non-professional), years in business, and evidence of required licenses.

##### **Legal structure**

Identify whether the Company is organized as a corporation, limited liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity. As applicable, identify the owners of the Company (e.g., shareholders, members, partners, and the like) who hold an interest of ten percent or more.

##### **Insurance**

A letter or Certificate of Insurance from the vendor's insurance company must be provided stating its ability to acquire and provide the minimum limits for required insurance.

#### **4.3.3 Part 2 – Experience**

The Proposal must describe the performance history and experience of the Project Team on similar projects. The statement should include information regarding the vendor's history, experience and certifications.

Reference Projects



The Respondent shall submit descriptions of reference projects to demonstrate relevant experience. These references should include other entities, preferably governmental, where you have performed, or are currently performing this type of program(s).

Each project description shall contain at least the following information:

- Name of owner
- Owner reference and contact information
- Role of respondent
- Contract value
- Year started and year completed
- Description of the project showing relevance to this Project
- Names of vendor and Key Personnel that participated in project and are included in the Proposal, along with a clear description of the roles and responsibilities of each

#### **4.3.4 Part 3 - Project Approach**

Provide a description (maximum five pages) of the approach for managing and performing its services of the Project. Describe, in narrative form, your plan for implementing the program(s) as described in this RFQ. No outsourcing is permitted. Proposed strategy and explanation to meet the City of Massillon Scope of work. The following items should be addressed:

Discuss how a collaborative relationship with the City of Massillon would be established during design, scheduling, and cost estimating.

Identify the work components critical to the Project's success and how these components would be achieved.

Discuss how key risk factors will be identified and mitigated.

Maintenance and Schedule.

## **SECTION 5. REVIEW AND SELECTION**

### **5.1 General**

The City shall evaluate, select, and then negotiate a contract with the vendor ranked by the City as most qualified. (ORC 153.69 (B), for this project. Should the City not be able to negotiate a contract with the vendor ranked most qualified then the City shall terminate the negotiations and enter into negotiations with the next most qualified vendor. This negotiation process may continue and be repeated until the City is able to successfully negotiate a contract as provided for in Divisions (D) and (E) of Section 153.69 of the ORC.

### **5.2 Responsiveness**

Each Proposal will be reviewed to determine whether it is responsive to the RFQ. Failure to comply with the requirements of this RFQ may result in rejection of the Proposal as nonresponsive. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFQ and may request clarification or additional information to remedy a failure. Any Proposal that does not satisfy all the following Minimum Qualification Requirements may be rejected.

### **5.3 Minimum Qualification Requirements**

The proposal shall provide information necessary for the City of Massillon to evaluate the qualifications, experience and expertise of the proposing vendor to perform the requested services. The vendor shall make a written proposal which presents an understanding of the work to be performed. The proposal should address each requirement in "Scope of Work" and be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible but written clearly and concisely so that the City may properly evaluate the vendor's capabilities to provide the required services.

## **5.4 Evaluation and Next Steps**

### **5.4.1 Evaluation**

Evaluation of the RFQ's and ultimate selection of vendors are based on, but not limited to the following criteria:

Request for Qualification Evaluation Criteria (ORC-153.65 (D) and Points available:

#### **Vendor's Background**

Competence of the vendor to perform the required services as indicated by: technical training and education of vendor's personnel. (25 points)

#### **Similar Project Experience**

The vendor's experience with similar projects, including examples of completed projects of a similar nature and scope. (15 points)

#### **Past Project Performance**

Past performance of the vendor as reflected by the evaluation of past work with City of Massillon or other clients (provide references) of the vendor with respect to such factors as:

Quality of work (10 points)

Success in controlling costs; and (5 points)

#### **Project Team**

Experience of the vendor's personnel assigned to perform the work. (20 points)

Ability of the vendor to perform the required service competently and expeditiously as indicated by the availability of necessary personnel; and (10 points)

equipment and facilities. (5 points)

vendor's workload; (5 points)

#### **Submittal Presentation**

Overall appearance and quality of the submittal (5 points)

Total Points available (100 points)

### **5.4.2 Next Steps**

Award and Additional Forms provided by the City after selection notification:

The City will look to contract with a vendor to provide the most comprehensive set of benefits to the City and its employees, by the authority of the Board of Control, based upon the City's pricing form.

The vendor awarded the business will submit properly executed documents to the City within fifteen (15) days of the Notice of Award effective date:

Forms are attached in Appendix for analysis purposes and DO NOT get submitted until award notification.

- a. Contract Agreement
- b. Pricing Form
- c. Declaration of Personal Property Tax Delinquency
- d. Vendor Certification
- e. Professional liability insurance policy (provided by awarded vendor)

## **SECTION 6. CONDITIONS FOR RESPONDENTS**

### **6.1 Confidentiality and Proprietary Information**

All materials and information submitted to The City of Massillon under this RFQ process becomes the exclusive public property of The City of Massillon.

Any submission that contains language attempting to make all or significant portions of the submission exempt from disclosure will still be considered a public record in its entirety. Therefore, do not mark your entire or part of submission as "confidential," "trade secret," or "proprietary."

### **6.2 Rights of the City of Massillon**

In connection with this procurement process, including the receipt and evaluation of qualifications and Award, the City of Massillon reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause, and with or without notice, the right to:

Cancel, withdraw, postpone, or extend this RFQ, in whole or in part, at any time prior to the execution of the Contract, without incurring any obligations or liabilities. Modify the procurement schedule. Waive deficiencies, informalities and irregularities in a Proposal and accept and review a nonconforming Proposal. Suspend and terminate the procurement process or terminate evaluations of Proposals received. Permit corrections to data submitted with any Proposal. Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Respondents to seek an improved understanding of any information contained in a Proposal. Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Proposals. Seek clarification from any Respondent to fully understand information provided in their Proposal. Reject any Proposal containing exceptions, additions, qualifications or conditions not called for in the RFQ or otherwise not acceptable to the City of Massillon. Conduct an independent investigation of any information, including prior experience, included in any Proposal by contacting project references, accessing public information, contacting independent parties, or any other means. Request additional information from a Respondent during the evaluation of its Proposal.

The City is willing to entertain proposals from both local and regional vendors. The selected vendors must be able to provide timely IT support services and make definitive recommendations.

In the case of corporations not chartered in Ohio, the qualifications shall be accompanied by a current certificate of the Secretary of State, certifying that such corporation is authorized to do business in Ohio.

### **6.3 Obligation to Keep Project Team Intact**

Respondents are advised that all vendors and Key Personnel identified in the Proposal shall remain on the Project Team for the duration of the procurement process and execution of the Project. (The anticipated dates for award of the Contract and for completion of the Project are set forth in Subsection 2.2 of this RFQ.) If extraordinary circumstances require a change, it must be submitted in writing to the City of Massillon Contact, who, at his or her sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Vendor's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Respondent from further consideration.

### **6.4 Addenda**

If any revisions to the RFQ or procurement process become necessary or desirable (at the City of Massillon's sole discretion), the City of Massillon may issue written addenda. The City of Massillon will not transmit addenda to potential Respondents. The City of Massillon will post all addenda on the City of Massillon's website at [www.massillonohio.gov/engineering](http://www.massillonohio.gov/engineering). It is Respondent's responsibility to obtain all addenda prior to submitting its Proposal.

## **APPENDIX A- Contract Agreement**

**CONTRACT AGREEMENT**

KNOWN ALL MEN BY THESE PRESENTS THAT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter known as the FIRM, and the City of Massillon, Ohio, a municipal corporation situated in Stark County, Ohio, hereinafter known as the CITY hereby agrees as follows:

**WHEREAS**, the CITY has a need for Information Technology Support Managed Services from experienced and qualified consultants (firms) in a scheduled and professional manner.; and

**WHEREAS**, the CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for Information Technology Support Managed Services to accomplish this work; and

**WHEREAS**, City Council, on this 17th day of October, 2022 authorized the Director of Public Safety and Service to execute the AGREEMENT.

CITY and FIRM agree as follows:

(1) The FIRM will furnish to the CITY the following Information Technology Support Managed Services at the price hereinafter stipulated and, on the conditions, as follows:

(a) The said Information Technology Support Managed Services will conform to and be in accordance with the scope of work contained in the Request for Qualifications and the bid cost proposal submitted to the CITY by the FIRM pursuant to the policies of the City of Massillon. Said cost proposal was acknowledged on \_\_\_\_\_, is presently on file in the office of the Engineer of the City of Massillon, Ohio, and is made a part thereof by reference as fully as if rewritten herein full.

(b) As approved and awarded by Board of Control dated \_\_\_\_\_.

**Project Scope**

The City’s IT consultant is responsible for the maintenance, updates, monitoring and service of the City’s current server’s along with network monitoring, email archiving, data storage, antivirus software monitoring and updating as well as yearly renewal of the SSL domain certificates, and help desk throughout the contract.

(1) The total compensation payable to FIRM by CITY for the services under this AGREEMENT SHALL NOT EXCEED the sum of \$(\_\_\_\_\_) (herein "not to exceed amount") and shall be earned monthly for the Tasks outlined in the Cost proposal form.

(2) This agreement shall be in force and effective from \_\_\_\_\_ through \_\_\_\_\_

(3) The above FIRM hereby declares that they have no delinquent personal property taxes due in Stark County. The above FIRM hereby agrees, if applicable, to withhold all city income taxes due or payable for wages, salaries, fees, and commissions paid to its employees and further agrees that

any of its subcontractors will be required to agree to withholding any such City income taxes due or services performed under this contract. Any person, firm, or agencies under this contract, may, if applicable, be subject to City income tax whether a resident or nonresident of the City, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profits on the contract may, if applicable, be subject to City income tax.

- (4) FIRM shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Director of Public Safety and Service. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed. All payments shall be made within 30 days after CITY's approval of the invoice.
- (5) CITY, by notifying FIRM in writing, may upon 10 calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, FIRM shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to FIRM within 30 days following submission of a final statement by FIRM unless termination is for cause. In such event, FIRM shall be compensated only to the extent required by law.

IN WITNESS WHEREOF, we have hereunto set our hands to duplicates this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

ATTEST:

**CITY OF MASSILLON, OHIO**

\_\_\_\_\_  
Barbara Sylvester, Director  
of Public Service & Safety

ATTEST:

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
PRINTED NAME

**APPENDIX B – Proposal Form**  
**To be completed after evaluation selection notice**

**Rates for Scope of Services:** , 1) Network Administration, Security and Troubleshooting, 2) Server administration, 3) Desktop computer system installation and support, 4) Email Server Management, 5) Network Security, 6) Reporting, 7) Backup Management, 8) Strategic Planning, 9) IT management, 10) Personnel, 11) Hardware purchase consultation, 12) Transition / On-Boarding Service, 13) Other Needs.

36-month contract.

**Primary City Server Datacenter:**

\_\_\_\_\_ /month \_\_\_\_\_ /year

**City of Massillon Wastewater Treatment Plant Datacenter:**

\_\_\_\_\_ /month \_\_\_\_\_ /year

**1.) Hourly Rate** (not covered above) \_\_\_\_\_ /hourly

**APPENDIX C- Declaration of Personal Property Tax Delinquency**

**VENDOR'S PERSONAL PROPERTY TAX AFFIDAVIT**  
(O.R.C. § 5719.042)

State of \_\_\_\_\_,

County of \_\_\_\_\_, ss:

\_\_\_\_\_, Affiant, being first duly sworn, deposes and says:

1. I am the \_\_\_\_\_ of \_\_\_\_\_.

[title]

[vendor]

2. The Vendor's offices are located at \_\_\_\_\_  
\_\_\_\_\_.

3. I am the Vendor's duly authorized representative for making this affidavit.

4. Effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Vendor:

( ) is charged with delinquent personal property taxes on the general list of personal property as set forth below:

	<u>County</u>	<u>Amount</u> (include total amount, with penalties and interest thereon)
_____ County		\$ _____
_____ County		\$ _____
_____ County		\$ _____
_____ County		\$ _____

( ) is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county.

\_\_\_\_\_  
(Affiant)

Sworn to and subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires

\_\_\_\_\_, 20\_\_



## **APPENDIX D- Vendor Certification**

**VENDOR CERTIFICATION.** The Vendor hereby acknowledges that the following representations in this proposal are material and not mere recitals:

1. The Vendor acknowledges that this is a public project involving public funds, and that the Owner expects and requires that each successful vendor adhere to the highest ethical and performance standards. The Vendor by submitting its proposal pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner, (b) it will use its best efforts to cooperate with the Owner and at all times will act with professionalism and dignity in its dealings with the Owner, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.
2. The vendor represents that it has had a competent person carefully and diligently review each part of the Request for Proposal, including the sections that are not directly applicable to the request on which the vendor is submitting its proposal. By submitting its proposal, each Vendor represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the City in writing at least seven (7) days prior to the due date. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the Vendor (i) will provide the services, equipment or materials of the better quality or greater quantity of service; and/or (ii) will comply with the more stringent requirements. The Vendor will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such prior written notice to the City.
3. The Vendor represents that it has had a competent person carefully and diligently inspect and examine the entire site for the proposal and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including the location, condition and layout of the site and the location of facilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Vendor agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Vendor shall not be entitled to any, additional compensation, or additional time on account of conditions that could not have been discovered by such an investigation.
4. The Vendor represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.
5. The Vendor and each person signing on behalf of the Vendor certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base proposal, and any Alternate proposal in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base proposal, or Alternate proposal with any other Vendor; (b) unless otherwise required by law, the Base proposal, and any Alternate proposal in the bid have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to the proposal opening, directly or indirectly, to any other Vendor who would have any interest in the Base proposal, or Alternate proposal; (c) no attempt has been made or will be made by the Vendor to induce any other Person to submit or not to submit a proposal for the purpose of restricting competition; and (d) the statements made in this Bid proposal are true and correct.
6. The Vendor will execute the form of Owner/Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this proposal, and if the Vendor does not execute the Contract Form for any reason, other than as authorized by law, the Vendor and the Vendor's Surety are liable to the Owner.
7. The Vendor certifies that the upon the award of a Contract, the Vendor will ensure that all of the Vendor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
8. The Vendor agrees to furnish any information requested by the Owner's authorized representative to evaluate that the Vendor is the best bidder and that the bid is responsive to the specifications.
9. The Vendor certifies that it has no unresolved findings for recovery issued by the Auditor of State.
10. The Vendor certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.

LEGAL NAME OF VENDOR: \_\_\_\_\_

VENDOR IS (check one):     \_\_ sole proprietor   \_\_ partnership   \_\_ corporation   \_\_ other legal entity

NAME & TITLE OF PERSON LEGALLY AUTHORIZED TO BIND VENDOR TO A CONTRACT:

Name	Title
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DATE SIGNED: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

FEDERAL TAX I.D. # \_\_\_\_\_

When the Vendor is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

\_\_\_\_\_  
Name

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_

\_\_\_\_\_  
Address