City of Columbus

Solicitation Number: RFQ007791

Request for Proposals for
Smart Columbus – IT Professional Services

Smart Columbus
Capital Improvements Project No: 530163-100009

Version Dated: January 22, 2018

Response Due Date and Time:
Thursday, February 13, 2018
1:00 P.M., Eastern Time

Submit Electronic Proposal Package to:
https://columbus.bonefire.com/projects
PROPOSAL SIGNATURE FORM

This page, signed by an officer of the offering firm or a designated agent empowered to bind that entity in a contract with Smart Columbus, should accompany each proposal submitted for consideration.

I, the undersigned, having carefully examined the Request for Proposals (RFP), propose to furnish services in accordance therewith as set forth in the attached proposal.

I hereby certify that, to the best of my knowledge, this submission is complete and all statements made therein are true and accurate.

I also affirm I am duly authorized to sign and submit this response on behalf of the Offeror named below.

I further acknowledge that by signing this form I am representing that, in the event this proposal is accepted, the Offeror is willing and able to execute a contract in the form shown in the RFP, with the understanding that the scope and compensation provisions will be negotiated and included in the final contract.

By my signature below, I attest that I have read, understand and agree to the terms, conditions and requirements set forth in the RFP, including, but not limited to: Smart Columbus’ standard contract terms and conditions and any special terms and conditions incorporated in the solicitation documents.

Failure to sign and return this form may result in the rejection of the accompanying proposal.

OFFEROR INFORMATION:

OFFEROR (Company Name): ______________________________________________________________

ADDRESS: __________________________________________________________________________

CITY, STATE, ZIP: _______________________________________________________________________

PHONE: _________________________   EMAIL: _____________________________________________

AUTHORIZATION TO PROPOSE:

_________________________________________                ________________________________
Signature (Manually signed in ink)                                      Date

__________________________________________                ________________________________
Printed Name        Title
1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in 2 CFR 215, Appendix A, Section 7 (currently $100,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in OMB Circular A-110 and 31 U.S.C. 1352, the “Byrd Anti-Lobbying Amendment.”

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

SIGNATURE: __________________________________________________
COMPANY NAME:______________________________________________
DATE: ________________________________________________________
TERMS AND CONDITIONS FOR CONSULTANTS
INFORMATION FOR CONSULTANTS

SUBMISSION OF PROPOSAL
Proposals must be submitted according to this proposal form.

ACCEPTANCE AND REJECTION
This proposal submitted by the consultant to the City of Columbus will be accepted or rejected within a period of 180 days from proposal due date. The City reserves the right to waive technicalities, and to request new proposals (rebid) on the required material. Each invitation for Bids, Request for Statements of Qualifications, and Request for Proposals issued by the City shall state that the Bid or Request may be cancelled and that any bid or proposal may be rejected in whole or in part when it is for good cause and in the best interests of the City.

WITHDRAWAL OF PROPOSALS
Consultants may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals. However, no consultant shall withdraw or cancel his/her proposal for a period of 180 calendar days after said advertised closing time for the receipt of proposals.

APPLICABLE LAWS
The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

CONTRACT
The consultant to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within seven days after receiving such contract for execution.

LIABILITY, INSURANCE, LICENSES AND PERMITS
Where consultants are required to enter or go onto City of Columbus property to deliver materials or perform work or services as a result of bid award, the Consultant will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The Consultant shall be liable for any damages or loss to the City occasioned by negligence of the Consultant (or his agent) or any person the Consultant has designated in the completion of his contract as a result of his bid. Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

TAXES
Federal and/or State Taxes are not to be included in prices quoted. The successful consultant will be furnished an exemption certificate if needed.

CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS
Questions as to the interpretation of the Request for Proposal shall be submitted in writing to the Office of Support Services at capitalprojects@columbus.gov. In order to receive consideration, questions must be received by the question cut-off date as indicated in the advertisement. Any interpretations of questions so raised, which in the opinion of the City or its representative require interpretations, will be issued by addenda posted on the City’s Consultant Services web site. The City or its representative will not be bound by any oral interpretations which are not reduced to writing and included in the addenda.

CAMPAIGN CONTRIBUTIONS
Consultant hereby certifies the following: that it is familiar with Ohio Revised Code (“O.R.C.”) Section 3517.13; that it is in compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

IN THE EVENT OF A CONTRACT
An agreement which may result from this proposal shall not be modified or altered by any subsequent course of performance between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.

REMEDIES
All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Consultant arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio. Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful Consultant shall be notified as to which terms and conditions, if any, have been deleted.

CONTRACT COMPLIANCE
The City of Columbus encourages the participation of City certified minority and female business enterprises.*

All consultants shall identify all subconsultant(s) who will perform any type of contracting on City proposal(s). All consultants shall include in their proposal response the anticipated scope of work and percentage of work that will be performed by all Sub-Consultant(s), along with their contract compliance number(s).

All consultants, including subconsultants, who are party to a contract as defined in Columbus City Code
This information is gathered and monitored by the Office of Diversity and Inclusion. Please contact ODI for assistance with identifying potential minority consultants. Go to Vendor Services to verify that vendors have an active contract compliance number. http://vendorservices.columbus.gov/
Office of Diversity and Inclusion
1393 E. Broad Street, 2nd Floor
Columbus, Ohio 43205
(614) 645-4764

M/FBE Certification/
Contract Compliance
Tia Roseboro 614-645-2203

*While the participation and or partnering of City certified minority and female owned businesses is encouraged the level of minority and female participation will not be a condition of the bid award.

ADDITIONAL CONTRACT TERMS AND REQUIRED DOCUMENTS IN THE EVENT OF A CONTRACT

This section sets forth contract terms and the required contract documents that the successful offeror must execute following the award of the contract by the contracting authority.

SAVE HARMLESS
The Consultant shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees resulting from claim, by third parties for any or all injuries to persons or damage to property arising from the intentional, willful, or negligent acts or omissions of the Consultant, its officers, employees, agents, or Subconsultants in providing goods or services under the terms and conditions of this contract.

SAVE HARMLESS DISCLOSURE OF PROPRIETARY INFORMATION
The Consultant agrees to indemnify and hold harmless the City of Columbus, Ohio and their respective officials, employees and other agents and representatives, against loss, claim, liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees to the extent permitted; by law, which may be incurred in connection with, or in any manner of any damage or loss arising from disclosure of proprietary information.

CONFIDENTIAL INFORMATION
The director of the agency requesting proposals may choose to keep RFP information in confidence during the evaluation process and until the time a contract is executed. This information may include all proposal documentation, notes, including detailed prices, references, resumes, technical and cost information, etc. Thereafter, proposals and all submissions will become public information, as the City is subject to R.C. 149.43, the Public Records Act.

CONSULTANT'S PROPRIETARY INFORMATION
The Consultant acknowledges that the City is subject to chapter R.C.149.43, the State of Ohio Public Records Law. The City agrees to keep any information confidential except as otherwise required to be disclosed by law including but not limited to the contract.

INDEPENDENT CONSULTANT STATUS
The Consultant shall perform its duties as an independent consultant and not as an employee. Neither the consultant nor any agent or employee of the consultant shall be or shall be deemed to be an agent or employee of the City of Columbus. The Consultant shall pay when due all required employment taxes and income tax on any monies paid pursuant to the contract. The Consultant shall acknowledge that the Consultant and its employees are not entitled to unemployment insurance benefits unless the Consultant or a third party provides such coverage and that the City does not apply for or otherwise provide such coverage. The Consultant shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth in the contract. The Consultant shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Consultant, its employees and agents.

PROTECTION OF CITY'S CONFIDENTIAL INFORMATION
The Consultant shall acknowledge that some of the material and information which may come into its possession or knowledge in connection with the contract or its performance, may consist of confidential information, the disclosure of which to, or use by, third parties could be damaging. Therefore, access to information concerning individual recipients of the City's services to individual clients, among other items, shall not be granted except as authorized by law or agency rule. The Consultant shall agree to hold all such information in strictest confidence, not to make use thereof for other than the performance of the contract, to release it only to authorized employees or subconsultants requiring such information, and not to release or disclose it to any other party. The Consultant shall agree to release such information or material only to subconsultants who have signed a written agreement expressly prohibiting disclosure. The Consultant shall further agree to either destroy or return all such information at the end of the term of the contract.

This section does not impose any obligation on the Consultant if the information is: (1) publicly known at
the time of disclosure; (2) already known to the receiving party at the time it is furnished to the consultant; (3) furnished by the City to others without restrictions on its use or disclosure; or (4) independently developed by the receiving party without use of the proprietary information.

**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as stated in 2 CFR 200 Appendix II:

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended Act (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

REQUEST FOR PROPOSAL

1. **Project Information:**
   1.1 Project Name: Smart Columbus – IT Professional Services  
       Capital Improvement Project No: 530163-100009

1.2 Project Overview:
   The Smart Columbus Program Management Office (PMO) is seeking an IT professional services firm to provide critical technical resources for architecting, designing, building, testing and implementing the data management platform. This is a highly complex, open source big data platform that is critical to the Smart Columbus Program portfolio and is envisioned to scale to be the city wide data management platform for public and private data. The platform will be for data ingestion, consumption, dissemination, fusion, aggregation, and visualization. At the very root it is an integrated data exchange that is the heart beat of the Smart Columbus Program and is branded the Smart Columbus Operating Systems (SCOS). A more detailed write-up on the Smart Columbus Program and the SCOS Product Vision can be found in Appendix B. The PMO will explain more specifically the type of resources it anticipates needing over the duration of the Project, which is expected to end in March 2021. Needs are subject to change as requirements and technology change over the course of the Project based on phases and technology components in focus. The need is immediate for an IT professional services firm to commit to the City for the duration of the Program. The selected firm will possess bench strength in the areas of Use Case Development, Big Data, Emerging Architecture Design & Build, Software Development (esp. Open Source tools for Big Data, PHP, and Python), Productization, System Security, Product Management, Meta and Master Data Management, Messaging Services, DevOps Development, UX/UI Designers, Business Analysts (Data Curators), Quality Assurance and Testing, Technical Documentation and Training. Respondents will need to have core strengths in Open Source Tool stacks implemented using Agile Methodology and establishing a DevOps environment with Test Driven development and Continuous Integration.

2. **Scope of Services:**
   The scope of services is outlined below; however, respondents are encouraged to suggest modifications within the Understanding of the Project and Approach if they believe changes will better meet the objectives of the Project.

   The purpose of this Project is to engage an IT professional services provider who is experienced in implementing big data platforms using open source tools, instituting business intelligence and analytics, and overseeing and supporting complex emergent architecture and software development type projects using Agile methodologies. The respondent must have documented expertise and bench strength in user-centered design, DevOps methodologies, Test Driven development, and Continuous Integration processes. The winning firm will possess a versatile talent pool which has the above-mentioned fundamental skills as well as the specific skills mentioned in Appendix C. The respondent will have the ability to provide other related consulting resources on non-technical matters associated with the deployment of a large-scale data management platform, such as strategy development around monetization and sustainability of a big data platform, marketing personnel who are well-versed in public relations, digital communications and writing for big data implementations, technical writers for user documentation, and facilitators for design-centric discussions and Use Case Development.
Appendix C will provide a detailed list of the types of roles expected to join the Project team, the number of personnel, estimated allocation and timing of personnel needs. This is not a fixed list. These are considered “bench strength resources”. The need for personnel will change based on the evolution of the SCOS. The timing, quantity and skillsets also are subject to change. This is a list of projected skills needed based on the 2018 SCOS roadmap. Respondents can use this information to produce pricing and to do internal personnel and resource planning for the year. Given that this Project is about 36 months, needs are subject to change as technology evolves and other projects advance. While every role is important to the success of the SCOS, there are a few key roles that are absolutely critical, and these roles are highlighted below. The respondent must include the resumes of those people the respondent recommends for each of these key roles, which will be evaluated separately from bench strength resources.

It is highly recommended that the members of the SCOS team be located in Columbus and be available to work onsite at the Smart Columbus headquarters.

**Product Owner**
The Product Owner will oversee the delivery of the SCOS by taking direction from the Deputy Program Manager for Technology and working closely with the IT Project Manager and the Technologist. The Product Owner role will function as a designated proxy to the Smart Columbus Deputy Program Manager for Technology. The Product Owner must be able to see the full picture of the Smart Columbus Program and to understand the needs of the City and the end-users. S/he must be able to communicate with cross-functional teams and to align technical activities in order to deliver an exceptional solution.

There will be cross-functional working groups / teams comprised of internal and external stakeholders from both the private and public sectors to help ensure successful execution of the vision for the SCOS; the Product Owner is expected to participate in discussions with stakeholders and to help facilitate meetings to drive the most value. The Product Owner will keep abreast of the internal and external end-user data needs and will be the true voice of the end-user. The Product Owner will be an Agile expert. It is critical the Product Owner has experience grooming user stories and working with Scrum teams to identify priorities to effectively manage the release train according to the Product Vision and roadmap.

The Product Owner will communicate the business intentions and use cases to the Development team so that they have a clear understanding of why they are developing the components. The Product Owner will clarify user stories, product vision, and specifications for the Development team; manage backlogs; ensure retrospective initiatives are remediated; escalate blockers; focus upon velocity improvement; and maximize the SCOS’ value to the City and to the end-users. The person in this role will demonstrate balance between technical development understanding and business intelligence. The Product Owner will build on the existing team and scale the Scrum team and processes for rapid development of the SCOS.

**Data Curator (Business Systems Analyst)**
The Data Curator will be a key member of the SCOS team working to develop use cases around data stories for public and private end-users that help extend the functionality of the SCOS and offer immediate value to the end-user. The Data Curator will be the person responsible for bridging the use case into the Scrum process and garnering stakeholder input. The Data Curator will develop the use case narratives obtained from the stakeholders.
into user stories capable of being entered into the Scrum process - production backlog. S/he will work with the Development team to perform gap analysis focused upon identifying the work required to achieve the design goals and the capabilities of the open source software systems being considered as the base applications for the development of the solutions. The Data Curator will be the single point of contact for the Smart Columbus Program for all data inquiries. Additionally s/he will support the Deputy Program Manager and the IT Project Manager in key meetings to help flesh out critical processes / workflow, including development of diagrams and charts to capture the outcomes. The PMO anticipates bringing on two Data Curators for the duration of the program.

Scrum Master
It is anticipated that there will be a minimum of four different Scrum teams for a period of time during the development of the SCOS. The Scrum Master is critical to the coordination of all development efforts by providing oversight to the standard Scrum processes, daily scrums, ceremonial meetings, blocker removal, decision log tracking, backlog management / grooming, and refinement of stories. The Scrum Master will be have strong communication skills, will be professionally assertive / driven, and will be articulate. The Scrum Master must be highly organized and exceptional at follow-through and driving accountability through the management of the Scrum process. The Scrum Master will work closely with the Product Owner and the Technologist to ensure the vision for the SCOS comes to life.

3. **Consultant/Personnel Prequalifications:** None

4. **Project Schedule:**
   - RFP Due: February 13, 2018
   - Interviews / Short List (if needed): February 2018
   - Consultant Selected: February 2018
   - City Council Legislation: March 2018
   - Notice to Proceed: April 2018

5. **RFP Pre-Proposal Meeting:** None

6. **Proposal Submittal Instructions:**
   6.1 Proposals shall be submitted as a PDF document online via Bonfire until 1:00 PM Eastern Time on February 13, 2018. Proposals received after this date and time shall be rejected by the City.

   Submit Electronic Proposal Package to:

   [https://columbus.bonfirehub.com/projects/](https://columbus.bonfirehub.com/projects/)

   6.2 Submittal Instructions
   6.2.1 Proposals shall be submitted as a PDF document. The maximum file size is 100 MB. Please do not embed any documents within the uploaded file as such documents will not be accessible or evaluated. Proposals must be uploaded, submitted, and finalized prior to the Closing Time of 1:00 PM Eastern Time on February 13, 2018. The City strongly encourages Offerors to allow sufficient time and at least one (1) day before the Closing Time to begin the upload process and to finalize their submissions.
6.2.2 Important Notes Regarding Submissions

6.2.2.1 Proposals will only be visible and accessible to the Department or evaluators after the Closing Time.

6.2.2.2 Uploading large documents may take significant time, depending on the size of the file(s) and Offerors’ Internet connection speed.

6.2.2.3 Offerors will receive an email confirmation with a unique confirmation number once they finalize their submissions. The date/time stamp on the email confirmation constitutes the official date/time of receipt. **Offerors are solely responsible for ensuring their proposals have been successfully uploaded and received by Bonfire before the Closing Time specified in the RFP.** Responses cannot be uploaded to Bonfire after the Closing Time specified in the RFP, and any in process uploads cannot be finalized once the Closing Time has been reached.

6.2.2.4 The City cannot see any uploads into Bonfire prior to the Closing Time specified in the RFP. The City is unable to tell you if your upload was successful until after the Closing Time specified in the RFP.

6.2.2.5 Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript and browser cookies must be enabled.

6.2.3 Bonfire Technical Help

The City of Columbus is using a Bonfire portal for accepting and evaluating proposals digitally. Offerors must contact Bonfire for technical help related to submissions at:

- [https://columbus.bonfirehub.com/portal/support](https://columbus.bonfirehub.com/portal/support)
- or Support@GoBonfire.com
- or 1-800-354-8010 (extension 2)

6.3 Questions

Direct questions concerning the RFP contents via e-mail only to: capitalprojects@columbus.gov

The subject line should state “IT Professional Services”.

No contact is to be made with the City other than with the Contract Manager through e-mail with respect to proposals or the status thereof. The deadline for questions is **February 5, 2018.** Answers to questions received will be posted on the City’s Vendor Services web site and the Bonfire portal as an addendum. For technical questions regarding submissions/Bonfire, see Section 6.2.3.

6.4 Evaluation

Proposals will be evaluated based on the enclosed selection criteria and in accordance with Columbus City Code, title 3, Section 329, and per the terms of Cooperative Agreement Award #DTFH611H00013 executed between the City and the United States Department of Transportation (USDOT). Please be advised that proposals submitted to the City are subject to applicable Federal, State, and local public
information disclosure regulations. Requests to view a proposal will be arranged upon receipt by the City of a written request for such; therefore, any proposal may be subject to viewing by the public. If any information contained in the documents submitted is deemed proprietary in nature, the offeror is required to defend the City concerning any litigation arising from the Offeror’s request for confidentiality.

6.5 Proposal Format (only the following format will be accepted)

6.5.1 Proposals may not exceed thirty (30) letter-size (8.5” x 11”) pages and shall include the information specified in Section 6.6.3.

6.5.2 Complete the required Proposal Signature and Byrd Anti-Lobbying Amendment Compliance and Certification forms. These documents shall be signed by a person authorized to obligate the offeror’s firm and included as the first two pages of the Offeror’s proposal. These forms does not count towards the 30-page limit described in Section 6.5.1.

6.5.3 Page numbers must be centered at the bottom of each page.

6.5.4 Font must be 12 pt., Times New Roman or Arial.

6.5.5 Cover letters are not required. If submitted, a cover letter will count against the 30-page limit of the proposal.

6.6 Proposal Content

6.6.1 Offerors shall limit the proposal to no more than thirty (30) total pages of information (e.g. text, graphics, etc.). A ‘page’ is one side of a sheet of paper with text, graphics, etc. If only one side of a sheet of paper has text, graphics, etc., then that is one page. If both sides of a sheet of paper have text, that is two pages. The proposal shall include the Proposal Signature and Byrd Anti-Lobbying Amendment and Certifications forms, which are not counted in the 30-page limit. No cover letter, appendices or additional information is acceptable. Proposals exceeding the 30-page limit will be rejected.

6.6.2 Provide information requested below in the order outlined or the proposal may be rejected.

6.6.3 Proposals must address each of the following subjects in the order specified below, using the headings provided. These elements correspond to the evaluation criteria noted in Section 7. Note that page breaks are not required between sections; however, section tab dividers will not be counted against the page total unless they contain text other than that necessary to identify the section. Failure to provide the information requested may result in the proposal being rejected.

Section A. Key Roles
Address topics discussed in Section 7.1.

Section B. Bench Strength
Address topics discussed in Section 7.2.

Section C. Past Performance
Address topics discussed in Section 7.3.
Section D. Understanding of the Project and Approach
Address topics discussed in Section 7.4.

Section E. Location of Solution Provider and Resources
Provide the firm location (street address) and the name, phone number, and e-mail address for the contact person for the proposal. Address topics discussed in Section 7.5.

Section F. Pricing
Provide base and billable hourly rates for each role proposed. Address topics discussed in Section 7.6.

7. Evaluation Criteria:
Each proposal will be evaluated using the same criteria as identified below. The maximum value that can be assigned to a proposal is 150 points. The criteria and associated point values are outlined below. Responses will be reviewed by a small committee comprised of government employees.

7.1 Key Roles (Maximum Value: 60 Points)
Present the education, training, experience, overall qualifications, and availability for each of the key roles identified in Section 2 of the RFP.

7.1.1 Product Owner (Maximum Value: 20 Points)
Points will be awarded based on the education, experience, and availability of the proposed candidates for the Product Owner position. The ideal candidate will be someone who is local, has years of experience working in a Product Management capacity and leading highly complex software and emergent architecture development initiatives using Agile methodologies and Open Source stacks. The person will be an Agile expert, having worked as a Product Owner or a Coach. Candidates should be well versed in Big Data architecture and analytics. Furthermore, candidates should have strong communication skills and experience working on end-user engagements to identify and refine use cases. Candidates should have current work experience overseeing multiple Scrum teams and be available upon selection to work full-time with the Program for approximately 36 months.

7.1.1.1 Relevant Experience (Maximum Value: 15 Points): experience relevant to the described services; the candidate's project experience should be adequately described to enable evaluators to discern his/her level of domain experience.
- 5 years combined experience as an Agile Product Owner and/or Agile Coach or Scrum Master
- 10 years in Software Development field working as a Developer
- 10 years’ experience in Open Source software development
- 10 years’ experience in Web systems and application development
- 5 years’ experience in requirement gathering and Use Case Development

7.1.1.2 Overall Experience (Maximum Value: 5 Points): well-rounded IT experience and solid business acumen spanning various industries;
the candidate also should possess experience in facilitation of meetings and communicating with end-users / stakeholders.

7.1.2 Scrum Master (Maximum Value: 20 Points)
Points will be awarded based on the education, experience, and availability of the proposed candidates for the Scrum Master position. The ideal candidate will be local and have some experience working as a Scrum Master and leading highly complex software and emergent architecture development initiatives. The ideal candidate also will have experience leading small teams in uncertain technical situations where learning, sharing and working closely with other team members is mandatory to achieve the success of the project and the sprints that comprise the delivery focus of the team; and experience delivering in an earned value environment, reporting up to project management and working with Agile reporting tools. Candidates also should be flexible and resilient, constantly looking for a successful approach to solving problems, keeping the team effectively delivering value, and constantly improving their sprint velocity. Candidates must have some experience with Big Data architecture and analytics.

7.1.2.1 Relevant Experience (Maximum Value: 15 Points): experience relevant to the described services; the candidate’s project experience should be adequately described to enable evaluators to discern his/her level of domain experience.
- 5 years’ combined experience as a Business Systems Analyst and Project Manager
- 3 years’ working in Agile team
- 3 years’ experience leading highly complex projects involving multiple Scrum teams

7.1.2.2 Overall Experience (Maximum Value: 5 Points): well-rounded IT experience and solid business acumen spanning various industries

7.1.3 Data Curator (Maximum Value: 20 Points)
Points will be awarded based on the education, experience, and availability of the proposed candidates for the Data Curator position. The ideal candidate will be someone who is local, has years of experience working in a Business Systems Analyst capacity and taking point on Use Case Development as part of the Agile process. The candidates should be well-versed in Agile methodologies and have some experience in Big Data solutions, especially in the context of defining the data matrix for use cases. Furthermore, candidates should have strong communication skills - both written and verbal. S/he will have experience working with development teams and end-users to achieve the definition of ready, definition of done and the business value for use cases. Candidates should have current work experience and be available upon selection to work full-time with the Program for approximately 36 months.

7.1.3.1 Relevant Experience (Maximum Value: 15 Points): experience relevant to the described services; the candidate’s project experience should be adequately described to enable evaluators to discern the his/her level of domain experience.
- 5 years’ experience as a Business Systems Analyst
• 3 years’ experience working in Use Case Development
• 3 years’ experience in Agile methodologies

7.1.3.2 Overall Experience (Maximum Value: 5 Points): well-rounded IT experience and solid business acumen spanning various industries; the candidate also should possess experience in facilitation of meetings and communicating with end-users / stakeholders.

7.2 Bench Strength (Maximum Value: 20 Points)
The responding firm will convey the depth of its team and its ability to provide the personnel and resources necessary for the Project, specifically referencing the skillset matrix provided in Appendix C. The City of Columbus encourages collaboration (sub-contracting model) between companies to increase team diversity (MBE/FBE/DBE) and strengthen the bench.

7.3 Past Performance (Maximum Value: 15 Points)
The responding firm will identify specific projects in its portfolio that best encapsulate the breadth of its capabilities, the depth of its bench and its ability to provide the personnel and resources detailed in Appendix C and additionally other just-in-time IT resources. These featured projects must include a point of contact whom the City may call for a reference. Additionally, the responding firm must provide references whom can validate the skills and capabilities of candidates for the key roles. Resultant scores will be based on discussions with references.

7.4 Understanding of Project and Approach (Maximum Value: 30 points)
The SCOS is the epicenter of the total Smart Columbus Program. It is the integration point for all projects in the Program. Most projects are currently following a traditional systems engineering approach: Vee model. This is an important factor in the approach. All projects are nearing the requirements stage. The SCOS is the only project that is Agile and is actively being developed. The responding firm should demonstrate a thorough understanding of the SCOS and the skills required to design, build, test and run the environment. The responding firm will convey a thought leadership position in Ideation concepts, DevOps, open source development, Continuous Integration, Test Driven development and Agile tools. The resultant score will be based on the completeness of the response provided and the alignment of the response with the City's expectations. The responding firm’s response must contain a narrative tailored to the Project describing the Product Owner’s approach to leading this important initiative. The approach should account for how the Product Owner will engage with the existing Scrum team, build a team out that will be four Scrum teams and how that will be managed, and interact with the Deputy Program Manager and Architect as well as the other Smart Columbus project managers. The Product Owner will need to convey his/her approach to coming into a Project in progress. The responding firm will need to speak to how it will ensure personnel and resources will be plentiful, qualified and ready. Additionally, the responding firm should address how it will ensure the City's satisfaction and will manage the account accordingly. Increased value is placed on innovative concepts that may save time or money or that will lead to a successful project (i.e. consider Agile tools and methodologies). These concepts should be well conceived and clearly defined.

7.5 Location of Solution Provider and Resources (Maximum Value: 20 points)
The City of Columbus places high value on talent in the Central Ohio region and emphasizes use of a local talent pool on City projects as much as possible. Ratings
are based on the location of the majority of the bench resources, all key resources, and the nearest brick and mortar office location serving the City as follows:

7.5.1 Location is within the City of Columbus (20 points)

7.5.2 Location is within Franklin County or contiguous counties, but not within City corporate limits (15 points)

7.5.3 Location is within the State of Ohio (3 points)

7.5.4 Location is outside the State of Ohio (1 point)

7.6 Pricing (Maximum Value: 5 Points)
Responding firm will provide the unburdened, or base, hourly rates (cost of employee per hour to the firm) as well as the hourly billable rates (what the City will be invoiced for) for each role. This is a requirement for the key roles and all the roles detailed in Appendix C. A higher point value will be assigned based on the competitiveness of the rates provided by the responding firm compared to other Offerors.

8. **Selection Process:**
The Consultant Selection Committee shall evaluate the Offerors strictly upon the submitted proposals and the interviews with the Offerors’ clients. The Consultant Selection Committee is usually composed of five voting members, including a representative from the Office of Diversity and Inclusion (ODI). Voting members include representatives from the Smart Columbus Program Management Office and may, on occasions, include representatives from other City departments as appropriate.

Each proposal package received shall be evaluated, scored, and ranked according to the criteria described herein and the Consultant Selection Committee will make a recommendation to the Chief Innovation Officer for final determination. Offerors may be interviewed as a part of the process. Once the selection process is completed, the selected Consultant will be contacted by the Office of Support Services to participate in a meeting to discuss the final scope of services. The Smart Columbus Enterprise Program Management Office (Office of the Chief Innovation Officer) will submit a legislative request to Columbus City Council, pursuant to the execution of the contract with the selected Consultant.

9. **Additional Information:**
The City intends to seek reimbursement from the United States Department of Transportation for all amounts invoiced by the organization(s) awarded a contract as a result of their response to this RFP. Organizations submitting a response to this RFP shall abide by the terms of Cooperative Agreement Award #DTFH611H00013 executed between the City and the United States Department of Transportation (USDOT), and all applicable federal, state, and local laws, ordinances, rules, regulations, standards, policies, and practices governing the performance of the services contemplated herein. The Cooperative Agreement Award can be found under the heading “USDOT Grant Agreement” at this link:

[https://www.columbus.gov/smartcolumbus/newsroom/additionalresources/](https://www.columbus.gov/smartcolumbus/newsroom/additionalresources/)

10. **Attachments:**
10.1 Appendix A: Memorandum Regarding Utilizing Environmentally Preferable Requirements in RFP/RFSQ Contracts, dated May 18, 2007
10.2 Appendix B: Program Background and Vision

10.3 Appendix C: Staffing Matrix

10.4 Appendix D: Draft Professional Services Contract

Note: The Draft Contract has been provided for reference as the City expects the final Contract signed by the selected Consultant to be substantially the same as the Draft Contract. The Draft Contract should not be submitted as part of Offerors’ proposals; however, Offerors should familiarize themselves with the terms and conditions contained therein as submission of a response to this RFP constitutes acceptance of the same.
Appendix A:

To: Elected Officials, Agency Directors, and Fiscal Personnel

From: Joel S. Taylor, Director
Department of Finance and Management

Date: May 18, 2007

Re: Utilizing Environmentally Preferable Requirements in RFP/RFSQ Contracts

This policy regarding how City Agencies should utilize the environmental preference in professional service contracts is issued pursuant to the authority granted to me by Columbus City Code 329.03,

As part of Mayor Coleman’s Get Green Columbus initiative, City Council added section 329.31 to the Columbus City Code. This section provides, in part, that City agencies will develop specifications to encourage environmentally preferable bidders and offerors. In addition, it states that when evaluating bids or offers for materials, supplies, equipment, construction and services, preference will be given to an environmentally preferable bidder or offeror.

The purpose of this memo is to address how this section should be implemented when a Department is seeking professional services through a request for proposals (RFP) or a request for statement of qualifications (RFSQ).

When issuing a RFP or RFSQ, these guidelines should be followed.

1. The RFP or RFSQ should include an environmental preference unless it is clear that there is not an environmentally preferable way to carry out the purpose of the contract. If a department determines that there is not an environmentally preferable way to carry out the purpose of the contract, that decision should be shared with the Mayor’s Environmental Steward.
2. When drafting an RFP or RFSQ that includes an environmental preference, the RFP or RFSQ should include the following statement (or words to this effect): The City of Columbus is seeking an Environmentally Preferable Offeror, who will assist the City by providing services that will have a lesser or reduced effect on human health and the environment.

3. Each department may determine for itself how to award points for an environmentally preferable bidder. Two areas that should be evaluated for inclusion are points for the team’s credentials/experience and/or points for the project proposal. These are discussed further below.

a. Team Credentials: A department may choose to award points for the specific environmental experience and/or training of the offeror. For example, points may be awarded for LEED certification. In doing so, the department should focus on the team that will be providing the actual services, and avoid awarding points for firm members that will not be directly involved in the project.

b. Project Proposal: A department may choose to award points for environmentally progressive elements in the offeror’s project proposal. For example, points may be awarded for a proposal that suggests using recycled or renewable raw materials.

4. It is imperative that once a department determines how to award environmentally preferable points in evaluating an RFP or RFSQ that the department is explicit and clear about how those points will be awarded. Specific examples or guidelines should be provided.

5. Each department should track how many service contracts it has awarded to an environmentally preferable offeror. This information should be reported on an annual basis to the Department of Finance and Management and to the Mayor’s Environmental Steward.
Appendix B – Program Background and SCOS Vision

Smart Columbus Background

The United States Department of Transportation (USDOT) pledged $40 million to Columbus as the winner of the Smart City Challenge (SCC). By challenging American cities to use emerging transportation technologies to address their most pressing problems, USDOT aimed to spread innovation through a mixture of competition, collaboration and experimentation. The SCC called on cities to do more than merely introduce new technologies onto city streets. It called on them to boldly envision new solutions that would change the face of transportation in our cities by closing the gap between rich and poor, capturing the needs of both young and old, and bridging the digital divide through smart design so that the future of transportation meets the needs of all city residents.

As the winner of the SCC, Columbus seeks to demonstrate and evaluate a holistic approach to improving surface transportation performance and where feasible, integrate this approach with other City domains such as public safety, public services and energy. Columbus intends to address how emerging transportation and other data, technologies and applications can be integrated with existing and new systems to address transportation challenges. Columbus will help define what it means to be a “Smart City” and become the country’s first to fully integrate a breadth of innovative technologies including intelligent transportation systems (ITS), connected vehicles (CV), automated vehicles, a Smart Columbus Operating System (SCOS) and other advanced technologies into the transportation network.

Columbus will serve as an example for cities looking to pursue similar efforts. The City plans to work closely with residents, community and business leaders and technical experts to implement an innovative Smart City demonstration. In doing so, Columbus will act as a laboratory for ITS, connected vehicles, automated vehicles and other Smart City technologies, providing information and documentation regarding the planning, design, implementation and operation of the various program components. The City will document the Program’s successes and lessons learned, which other cities can use as a roadmap for their evaluation, planning and execution of similar efforts. The Program includes a robust outreach component to facilitate this communication and messaging. To this end, Smart Columbus is utilizing the $40 million grant from USDOT, the $10 million grant from the Paul G. Allen Family Foundation, and monies raised from partners to create a transportation network to improve safety, to enhance mobility, to build ladders of opportunity and to accelerate the transition to a clean transportation system. USDOT and the City of Columbus signed Cooperative Award DTFH6116H00013 outlining the parties’ commitments on August 30, 2016 (Award).
Program Vision and Goals

Strategic Framework

While the definition of a “Smart City” varies, the SCC specifically asked applicants how they would use emerging transportation technologies to address their most pressing problems and to envision bold new solutions that could change the face of transportation by meeting the needs of residents of all ages and abilities; and bridging the digital divide so that everyone, not just the tech-savvy, can be connected to everything their city has to offer. As the 14th largest city in the country, Columbus is experiencing challenges such as traffic congestion, traffic crashes, infant mortality, poverty and unemployment, challenges not uncommon to urban cities, and worth trying to solve. Columbus believes equitable access to transportation is an integral piece to solving these complex issues. Moreover, as the fastest growing city in the Midwest, Columbus must plan for and implement ITS that allow for the efficient and effective flow of people and goods throughout the City in order to remain competitive. Solving urban challenges and creating a Smart City are integral to Columbus’s future as a thriving city.

The City of Columbus’ guiding Smart City principle is that mobility is the great equalizer of the twenty-first century. More specifically, equitable access to transportation is the key to opening opportunities such as access to jobs, healthcare and services. Columbus plans to use transportation, powered by holistic solutions and integrated, open-source data, to give its residents access to opportunities that empower them. In so doing, Columbus is attempting to shift the paradigm on transportation to ensure all residents can traverse the City in a safe and efficient manner of their choice.

Smart Columbus will demonstrate how advanced technologies can be integrated into other operational areas within the City, utilizing advancements in ITS, CV, automated vehicles (AV), electric vehicles (EV) to address these challenges, while integrating data from various sectors and sources to simultaneously power these technologies while leveraging the new information they provide. Community and customer engagement will be sought throughout the Program, driving the requirements and outcomes for each project. This end-user engagement reinforces the idea that the residents of Columbus are ultimately the owner and co-creator of the Smart Columbus program.

Vision

To empower Columbus residents to live their best lives through responsive, innovative and safe mobility solutions.

Mission

To demonstrate how an intelligent transportation system and equitable access to transportation can have positive impacts on every day challenges faced by cities.
Outcomes

- **Improve Safety**: Columbus wants to create safer streets where vehicles, cyclists, and pedestrians are less likely to be involved in accidents.
- **Enhance Mobility**: Columbus wants to make traversing the city and parking as efficient and convenient as possible.
- **Enhance Access to Opportunities & Services**: Columbus wants to make multi-modal transportation options and the ability to access them equitably available to all residents; especially those who need to access to opportunity.
- **Reduce Environmental Impact**: Columbus wants to reduce the negative impact transportation has on the environment through becoming more efficient and embracing multi-modal options.

Figure 1 shows the Smart Columbus vision, mission, and outcomes.

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**SMART COLUMBUS**

**VISION**

To empower our residents to live their best lives through responsive, innovative and safe mobility solutions.

**MISSION**

To demonstrate how an intelligent transportation system and equitable access to transportation can have positive impacts on everyday challenges faced by cities.

**OUTCOMES**

- **Safety**
- **Mobility**
- **Opportunity**
- **Environment**

Source: City of Columbus, October 2017

*Figure 1. Smart Columbus Vision*
Program Overview

Site Overview

Smart Columbus is taking a district-oriented approach to best demonstrate effective implementation of a comprehensive portfolio of connected technologies that solve focused, relatable city issues and enhance mobility across the region. Four deployment districts were strategically identified based on the unique problem-solving proving ground they offer, which creates a foundation of nationwide scalability.

1. **Residential (Linden):** Linden is a high-opportunity Columbus neighborhood in need of economic improvement. Linden was chosen as the first neighborhood district for its numerous socio-economic challenges, including low household income, lack of major employers, and high infant mortality rates. These problems are compounded by the lack of access to transportation options. Despite proximity to the central core of the city, basic services such as healthcare, grocery stores, and banking are scarce within its boundaries. Many residents are transit-reliant, yet planning and completing a trip to access employment and services can be challenging, particularly for parents with young children, seniors, and travelers with disabilities. There are also many first-mile/last-mile (FMLM) challenges in the district.

2. **Commercial (Easton):** Easton is a high-traffic retail destination and jobs center. Located in the northeast part of Columbus, the Easton area is a mixed-use environment consisting of retail, dining, commercial office space, warehousing, and residential units accessed primarily by light-duty vehicles and some bus service operating along the fringes of the area. While a major employment center, available jobs are typically low paying and have a high rate of turnover. Research has demonstrated that a major contributor to the instability in these types of jobs is the lack of reliable transportation as well as FMLM challenges related to safety and mobility. Meanwhile, current traffic volumes in the area, particularly during peak times, have caused roadway capacity concerns. Adding an additional freeway exit to support the present volume would be costly and could increase harmful emissions. There are opportunities to improve mobility and to reduce emissions and their sources through a reduction in single occupancy vehicles and/or enhanced existing transit service.

3. **Downtown:** Downtown Columbus is a regional economic anchor and growing urban core. One challenge to continued growth and development of Downtown is the lack of available parking. The commercial office vacancy rate for all classes of space is 12 percent. Commercial real estate brokers report that they cannot lease office space because prospective tenants cannot find parking for employees. Hotels and other service industries report high staff turnover because of the cost of parking. Major employers report an inability to
add jobs Downtown. Event visitors and business patrons report regular frustration with finding parking. Experience Columbus, the convention and visitors’ bureau for greater Columbus, receives feedback from visitors as well as meeting and travel planners that parking, especially during large events and conventions, negatively impacts the visitor experience in Columbus.

4. Logistics (Rickenbacker): Rickenbacker International Airport, Rickenbacker Intermodal Terminal, and Rickenbacker Logistics Park make this area the 10th most active logistics hub in America. Freight-induced congestion and queuing are significant challenges at the south end of the City where distribution centers have been established in proximity to Rickenbacker International Airport. One significant access road where truck volume and freight-induced congestion routinely occurs is along Alum Creek Drive on the south side of Rickenbacker Logistics Park.

Each of these four deployment districts is shown in Figure 2. While there are unique and distinct deployment districts, many projects will also be deployed citywide and be designed in an integrated manner with the SCOS being the integral backbone and heart of all current and future Smart City projects.
Figure 2. Smart Columbus Deployment Map
The eight other Smart Columbus projects are grouped into three overarching themes: Enabling Technologies, Enhanced Human Services and Emerging Technologies.

- **Enabling Technologies**: These technologies leverage today’s foundation in new and innovative ways to greatly enhance the safety and mobility of the transportation infrastructure. These advanced technologies empower deployments that increase Columbus’ capabilities owing to rich data streams and infrastructure that are designed to handle on-demand responses. The connected vehicle environment (CVE) is an enabling technology that will improve safety by leveraging cutting edge technology to advance the sustainable movement of people and goods.

- **Enhanced Human Services (EHS)**: These services encompass meeting human needs through the application of technology that focuses on prevention as well as remediation of problems, and promoting a commitment to improving the overall quality of life of users of the technology-based solutions. Opportunities will be created as a result of the EHS projects that improve access to jobs, healthcare and events.

- **Emerging Technologies**: New technologies that are currently developing or will be developed over the next 5 to 10 years will substantially alter the business and social environments. By focusing on key Emerging Technologies, the City will be able to exhibit potential solutions to address and mitigate future transportation and data collection challenges.

These themes demonstrate an integrated and holistic approach to delivering the Smart Columbus Program.

**Project Descriptions**

Figure 3 summarizes the SCOS and the portfolio of USDOT projects. It depicts the criticality of the SCOS tying these three themes, as well as their supporting projects, together. It also indicates the documentation and management of the overall Program, anchored by the tools and documentation used in coordination and cooperation between the City and USDOT.

**Smart Columbus Operating System**

The SCOS is envisioned as a web-based, dynamic, governed data delivery platform built on a federated architecture that is at the heart of the Smart Columbus system. It will ingest and disseminate data while providing access to data services from multiple sources and tenants, including the planned Smart Columbus technologies, traditional transportation data, and data from other community partners, such as food pantries and medical services. The SCOS will embody open-data, best-of-breed technologies including open-source and commercial off-the-shelf concepts that enable better
decision-making and problem solving for all users. It will support a replicable, extensible, sustainable data delivery platform. The SCOS will be the source for performance metrics for program monitoring and evaluation; serve the needs of public agencies, researchers and entrepreneurs; and assist health, human services organizations and other agencies in providing more effective services to their clients. The SCOS will be scalable and will demonstrate the potential for serving public and private sector needs well beyond the life of the SCC Award period.

Figure 3. Smart Columbus Framework

Enabling Technologies

Connected Vehicle Environment

There are corridors and intersections in Columbus that have high numbers of traffic crashes involving vehicles, bicyclists and pedestrians. In addition, there are several corridors that are congested, resulting in poor mobility conditions for emergency, freight, and transit vehicles. The CVE corridors were selected based on regional crash data, enhanced transit services, recent infrastructure investments, and relationship to other projects. For example, the CVE corridors have 17 intersections in the top 100 regional high-crash intersections.

The objective of the CVE project is to enhance safety and mobility throughout the City's transportation system utilizing CV technologies and applications with an emphasis on congested and high crash intersections and corridors. Safety applications are intended to be installed on multiple vehicle types including transit buses, first responder vehicles, City and partner fleet vehicles, and private vehicles. Applications will be deployed to ensure emergency vehicles and the Central Ohio Transit Agency (COTA) Bus Rapid
Transit (BRT) fleet can utilize signal prioritization when needed to ensure safety and efficiency. While the CV applications the City plans to deploy will be identified as part of the planning phase of the systems engineering process, examples of strategies include:

- Enhanced emergency vehicle pre-emption that reduces delays at signalized intersections for emergency vehicles responding to emergencies and other incidents
- Transit signal priority system that reduces delays at signalized intersections for transit vehicles helping to improve transit operations
- Pedestrian detection and red-light safety applications for improved safety of pedestrians and drivers at signalized intersections
- School zone warnings that increase school zone visibility and alert drivers of posted speeds, helping to improve safety

The Performance Measurement Plan establishes the measures and methods through which the goals and objectives of the CVE project will be evaluated to determine the project’s effectiveness with respect to meeting the Smart Columbus vision and mission. The City of Columbus has identified the following preliminary objectives to evaluate the measurable impact the CVE project is intended to provide:

- Reduce emergency response times
- Improve reliability of transit schedules
- Increase drivers’ awareness of pedestrians in crosswalks
- Increase drivers’ awareness of traffic signals
- Increase drivers’ awareness of speed in school zones
- Increase drivers’ awareness of speed in work zones
- Increase transit rider satisfaction
- Improve bicyclist safety

Enhanced Human Services

Multimodal Trip Planning Application/Common Payment System (MMTPA/CPS)

Columbus residents and visitors do not have access to a system that allows for the seamless planning of or paying for a trip involving multiple transportation service providers and parking providers. Moreover, some Columbus residents are unbanked and therefore cannot access alternative modes of transportation including car and bike sharing systems. The multimodal trip planning application (MMTPA) will make multimodal options easily accessible to all by providing a robust set of transit and alternative transportation options including information about routes, schedules and dispatching possibilities. The application will allow travelers to request and view multiple trip itineraries and to make reservations for shared-use transportation options such as
bikeshare, transportation network companies (TNC), and carshare. Using the multimodal trip planning application, users will be able to compare travel options across modes, plan and pay for their travel based upon current traffic conditions and availability of services. Payment to transportation service providers and parking providers will be processed through a Common Payment System (CPS) that may be the first of its kind in the United States. It is the City's goal that this application will allow residents to more easily access the transportation systems available in Columbus today and in the future so they can maximize services to live their best lives. This project is anticipated to provide an innovative solution to improve mobility and access to opportunities. The City of Columbus identified the following objectives to evaluate the measurable impact the MMTPA/CPS project is intended to have:

- Facilitate improved access to multimodal trip planning information
- Increase usage of the available transportation services
- Improve ease of multimodal trip planning
- Provide travelers with more convenient access to transportation service options
- Increase access to jobs and services
- Increase customer satisfaction

Mobility Assistance for People with Cognitive Disabilities

Mobility assistance is needed to provide more independence to residents with cognitive disabilities. Persons with cognitive disabilities who wish to independently use public transit services in Columbus must either qualify for special paratransit services in accordance with federal law, or they must be sufficiently independent such that they are able to safely use fixed route bus service without assistance. The City's goal is to develop and deploy an application that would allow this population to independently traverse the City via COTA's fixed bus route system. The mobile application will be a highly-accurate, turn-by-turn navigator designed to be sufficiently intuitive such that older adults and groups with disabilities including the cognitively and visually disabled can travel independently.

This project provides an opportunity for users to empower themselves and to gain mobility independence and no longer rely upon caregivers or the COTA paratransit system for transportation. The City of Columbus identified the following objectives to evaluate the measurable impact the mobility assistance project is intended to provide:

- Move certain paratransit riders to fixed route bus service
- Improve independence of travelers moving from paratransit to fixed route service

Prenatal Trip Assistance

Columbus has one of the highest infant mortality rates in the country, which is partially caused by expectant mothers not receiving necessary prenatal healthcare. The existing Non-Emergency Medical Transportation (NEMT) system does not always provide reliable
round-trip transportation. Linden residents have challenges accessing healthcare services due to the current NEMT model and technologies. It is the City’s goal to work with Franklin County and Celebrate One to develop a means for bridging the gap among healthcare providers, expectant mothers, and NEMT services that are paid for through the Medicaid system.

This project will be further vetted with key stakeholders to identify goals and measurable objectives. A driving force for deployment of this project is the need to provide a more streamlined and efficient NEMT system to improve mobility and satisfaction for users.

Smart Mobility Hubs (SMH)

Currently, there are no enhanced mobility or multimodal transit features to alleviate FMLM challenges in the Linden area or along the Cleveland Avenue corridor. Columbus is working to make mobility a great equalizer in part by embracing multimodal transportation and making it as accessible and easy to use as possible. Columbus’ vision is to transform some COTA bus stops along the BRT CMAX corridor and transit centers into smart mobility hubs, where someone getting on or off the bus can easily access the next leg of their trip. The City plans to outfit the hubs with kiosks to assist in travel planning and identifying expanded transportation options via other modes, such as bike and car-sharing. The smart mobility hubs will be linked with COTA systems to provide transit information with real-time arrival and departure times to the passengers waiting at the hubs.

This project provides an opportunity for residents and visitors to access multiple modes of travel to solve FMLM challenges. The City of Columbus identified the following objectives to evaluate the measurable impact the SMH project is intended to provide:

- Encourage use of multiple modes of transportation
- Improve overall traveler experience

Event Parking Management (EPM)

The City of Columbus lacks an integrated system for residents and visitors to easily and efficiently view available parking spaces in parking garages and surface lots, and at parking meters, especially at large events. Non-direct routing of travelers causes congestion and inefficiency in the transportation network. It is the City’s goal to integrate parking information from multiple providers into a single availability and reservation services solution. This will allow travelers to plan and search for parking options at certain locations and to reserve and book a parking space with the CPS. More direct routing of travelers during large events is expected to reduce congestion during those times. The City of Columbus identified the following objectives to measure the impact the EPM is expected to provide:

- Reduce parking related congestion
- Reduce vehicle emissions
- Increase knowledge of available parking around events
Emerging Technologies

Connected Electric Autonomous Vehicles (CEAV)

In the Easton area, many businesses and retail centers are located more than a mile from current COTA bus stops, which is outside of typically acceptable walking distances from transit. It is Columbus’ goal to connect COTA riders to opportunities in the Easton area. In addition, it is Columbus’ goal to reduce congestion in the Easton area by encouraging visitors to “park once”. CEAVs will be deployed to meet these goals and are expected to operate in a mixed-traffic environment, interacting with other vehicles, bicyclists, and pedestrians.

This project provides an opportunity for residents and visitors to access cutting edge mobility technologies to solve FMLM challenges. The City of Columbus identified the following objectives to evaluate the measurable impact the CEAV project is intended to provide:

- Increase COTA ridership
- Reduce vehicle movements after initial park
- Provide convenient, reliable FMLM transportation

Truck Platooning

Logistics providers need more safe, efficient, and environmentally beneficial ways to deliver goods. In Columbus, the Rickenbacker International Airport, Rickenbacker Intermodal Terminal, and Rickenbacker Logistics Park make this area the 10th most active logistics hub in America. Freight-induced congestion and queuing are significant challenges within Columbus. It is the City’s goal to ensure the efficient and safe movement of logistics-related vehicles through the use of ITS. Specifically, freight signal prioritization on CV-enabled trucks will be deployed to reduce freight-induced congestion and queues.

In addition, multiple two-vehicle CV-enabled truck platoons will be deployed from Columbus to the eastern Ohio area. Wireless communications will be added to existing vehicle technologies to allow trucks to reduce their headways when traveling on freeways. On arterials, these vehicles will receive platoon intent signal priority enabling two trucks to traverse an intersection during the same signal phase cycle. Platooning is also expected to save fuel and reduce vehicle emissions.

This project is anticipated to increase the efficiency and stewardship of logistics companies by improving freight mobility and reducing emissions. The City of Columbus identified the following objectives to evaluate the measurable impact the CEAV project is intended to provide:

- Reduce truck delay at signalized intersections
- Increase the number of truck turns per day
- Reduce freight vehicle emissions

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Outcomes and Performance Measures

The Smart Columbus Program will reorient Columbus to deliver more diversified and nimble transportation options by using data and a connected, complete network that supports healthy activity and a more attractive and sustainable urban form. The desired outcomes for the projects directly reflect USDOT's expectations for the Program. These include:

- **Improve Safety:** Columbus wants to create safer streets where vehicles, cyclists, and pedestrians are less likely to be involved in accidents.
- **Enhance Mobility:** Columbus wants to make traversing the City and parking as efficient and convenient as possible.
- **Enhance Access to Opportunities & Services:** Columbus wants to make multimodal transportation options and the ability to access them equitably available to all residents, especially those who need access to opportunities.
- **Reduce Environmental Impact:** Columbus wants to reduce the negative impact transportation has on the environment by becoming more efficient and embracing multimodal options.

Detailed performance measures are being developed as part of the Performance Measurement Plan.

Together, the Smart Columbus projects will collect data informing transportation-related operations and performance as well as trends in the City. These data will allow operators to evaluate and enhance how the City is operating its facilities, systems and services and how it provides information to the public. The City plans to integrate data from the Smart Columbus projects with existing transportation data and operations, allowing the City to improve operations of the transportation network.

The SCOS platform will play a critical role in helping the City understand and analyze data to address complex urban challenges and to measure the performance of the transportation network. In a data-rich environment, Columbus, its residents, businesses, nonprofits, and visitors will be increasingly able to share, use, and leverage previously unavailable datasets to address complex problems and to improve current operations and capabilities. Urban analytics will allow users to create value from the data that is collected from CVs, connected residents, and sensors throughout the City or the data available from the internet using information generated by private companies. Analytics that utilize data from across various systems in Columbus will have tremendous potential to identify new insights and unique solutions for delivering services, thereby improving outcomes. Analytics will also be used to predict future conditions and the
potential benefits of implementing different operational strategies, control plans, and response plans coordinated among agencies and service providers. Furthermore, analytics can be applied across sectors to create new and different applications. Data analytics can also be used to understand the potential benefits of deployed solutions. To do so, transportation-related performance measures and evaluation are needed to quantify the intended and measured impacts of all proposed solutions on personal safety and mobility, network efficiency, and environmental sustainability, representing the priorities of the Smart Columbus Program.

The next several pages will provide helpful reference diagrams to understand the vision, architecture, timeline, and use case workflow for the SCOS.
PRODUCT VISION

Developed: June 2017

- The heartbeat of the Smart Columbus program
- Web Based Dynamic Platform
- Open Source Platform
- Platform is Replicable, Extensible, Sustainable, Portable
- Allow controlled and open access
- Ability to Ingest, Publish, Integrate, Aggregate, Fuse and Disseminate Data from multiple sources
- Provide data in the form of APIs, performance metrics, and reports
- Visualization capabilities (i.e. reports, dashboards)
- Static, Near Real Time and Real Time data management, processing & analytics
- Built to Scale in the City for Public and Private Data Consumption
Smart Columbus Operating System | Infrastructure Layers
## Smart Columbus Operating System | Technical Roadmap

**Updated 11.13.17**

Note: colors are reflective of logical development groupings

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<tr>
<td>Policy Development</td>
<td>Sandbox</td>
<td>DEV</td>
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</table>

### Monetization Environment

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>MDM and Security Design, Move to TDD, CI and DevOps</td>
<td></td>
<td>SCOS Build</td>
</tr>
</tbody>
</table>

### Multi Tenant Capability

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
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### API Gateway

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use Case Development</td>
<td>Sandbox</td>
<td>DEV</td>
</tr>
</tbody>
</table>

### I/O Tools

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>ETL</td>
<td>CEP</td>
<td>Streaming Web/Nodal</td>
</tr>
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</table>

### TDD/CI/DevOps

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction to and tools builds for TDD, CI and DevOps</td>
<td></td>
<td>Expansion and integration of operational toolsets into a unified DevOps environment</td>
</tr>
</tbody>
</table>

### Meta Data Management

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Study and define</td>
<td>Ph1</td>
<td>Ph2</td>
</tr>
<tr>
<td>ITCM/CMDB</td>
<td>Use Case Development</td>
<td>Sandbox</td>
</tr>
<tr>
<td>Automation Auditing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Encryption</td>
<td>Study and define</td>
<td>Ph1</td>
</tr>
<tr>
<td>IDAM/SIO</td>
<td>Define</td>
<td>Sandbox</td>
</tr>
<tr>
<td>Security in Depth</td>
<td>Study and define</td>
<td>Ph1</td>
</tr>
<tr>
<td>Timing/Logging</td>
<td>Study and define</td>
<td>Design and buildout of systems timing architecture and event logging and retrieval system for both internal</td>
</tr>
</tbody>
</table>

### Client Engagement/Service Desk

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client and Use Case ingestion process and temporary tools</td>
<td>Installation of full service desk (CRM based) for internal, bug fix and client user support.</td>
<td></td>
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</tbody>
</table>

### CKAN

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEV / UAT</td>
<td>MVP Production stabilization</td>
<td>Buildout for scaling, databases and load balancing</td>
</tr>
<tr>
<td>(Equivalent to comparable ODPs)</td>
<td>Full integration into Joomla and addition of all existing extensions</td>
<td></td>
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</tbody>
</table>

### GeoServer

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sandbox</td>
<td>DEV/UAT</td>
<td>PROD</td>
</tr>
</tbody>
</table>

### OpenBI

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>OpenBI Toolbox</td>
<td></td>
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</table>

### Streaming Analytics

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sandbox</td>
<td>DEV</td>
<td>UAT</td>
</tr>
</tbody>
</table>

### Machine AI

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sandbox</td>
<td>DEV</td>
<td>UAT</td>
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</table>

### User AI tools

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Sandbox</td>
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</tbody>
</table>

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Appendix C - Staffing Matrix

<table>
<thead>
<tr>
<th>Task</th>
<th>Summary Description</th>
<th>Required Skills</th>
<th>End of Q1</th>
<th>Start of Q2</th>
<th>Start of Q3</th>
<th>Start of Q4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product Owner</td>
<td>The role involves expertise in the customer needs and the project requirements. The owner is responsible for translating the customer needs into project requirements and ensuring that the project is delivered to meet the customer's expectations.</td>
<td>• Proficient in project management and leadership. • Strong communication and interpersonal skills. • Experience in product development lifecycle (PDLC).</td>
<td>Q1 2019</td>
<td>Q2 2019</td>
<td>Q3 2019</td>
<td>Q4 2019</td>
</tr>
<tr>
<td>Model Lead</td>
<td>The role involves expertise in the project requirements and the development of the models. The lead is responsible for ensuring that the models are developed to meet the customer's expectations and that they are delivered on time and within budget.</td>
<td>• Proficient in model development and validation. • Strong communication and interpersonal skills. • Experience in project management.</td>
<td>Q1 2019</td>
<td>Q2 2019</td>
<td>Q3 2019</td>
<td>Q4 2019</td>
</tr>
<tr>
<td>Technical Architect</td>
<td>The role involves expertise in the technical requirements and the development of the technical solutions. The architect is responsible for ensuring that the technical solutions are developed to meet the customer's expectations and that they are delivered on time and within budget.</td>
<td>• Proficient in technical architecture and design. • Strong communication and interpersonal skills. • Experience in project management.</td>
<td>Q1 2019</td>
<td>Q2 2019</td>
<td>Q3 2019</td>
<td>Q4 2019</td>
</tr>
</tbody>
</table>

Note: This is a draft list. The final list may be subject to change. This is a work in progress draft provided on an as-is basis.
The SCOS is a big data platform comprised of a host of databases and nodal data management components. The SCOS is also responsible for the design and implementation of its own middleware layer or upon the edge. This person will be deeply familiar with deployments of these environments and will be responsible for the guidance and direction to the project teams.

This role will work with the project teams to develop the project plans, stories and test. The project portfolio development enable integration of CI/CD and other tools and processes that accelerate automation to increase efficiency.

Throughout the course of the program guidance will need to be given to delivery teams in the implementation of end-to-end security features through the execution of the EPICs, STORIES and TASKS. This person will also be responsible for the implementation of the automated security framework.

The SCOS is to be a powerful data ingestion, organization and visualization environment with a safe and economical lifestyle for Columbus residents. The IoT expert will be the thought leader for the integration and operation of IoT components to the SCOS.

The entire implementation is to be a distributed cloud implementation that supports web/mobile applications that run as defined systems and processes that will lead the operation of the SCOS environment and the security visualization layer functionality. This person will be responsible for working with other thought leaders and stakeholders to design and develop the security implementation.

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The text is too large to display in a readable format. Please provide a smaller section for analysis.
<table>
<thead>
<tr>
<th>Role</th>
<th>Summary Responsibilities</th>
<th>Preferred Skills</th>
<th>Total # Projected</th>
<th>Approx. Start Date</th>
<th>Approx. Expected Utilization (40 hr. week)</th>
</tr>
</thead>
</table>
| Technical Writer            | • Work with software development team to create user documentation for website and online manuals  
• Assist with writing design and data stories  
• Deep understanding of defining use cases, writing up the problem statement, narrative, and business value  
• Strong experience writing for IT industry; preferably for big data type solutions  
• Familiarity & experience with technical writing, blogs, online forums, discussion boards, etc.  
• Experience working in agile environment and standing on sprint teams | Strong experience writing for IT industry, preferably for big data type solutions  
• Familiarity & experience with technical writing, blogs, online forums, discussion boards, etc.  
• Experience working in agile environment and standing on sprint teams | 1 | Unknown | Unknown |
| Marketing Communications    | • Work with Communications Program Manager, marketing firm and SCOS team to develop necessary marketing materials for SCOS  
• Ensure brand consistency and relevant messaging for SCOS data portal  
• Work with the team to write compelling data stories  
• Support Communications Program Manager on writing | Strong experience working in Marketing Communications role for IT industry, preferably big data type solutions  
• Experience working in agile environment and standing on sprint teams  
• Experience working in shared resource model - taking direction from a variety of people | 1 | Unknown | Unknown |
This Professional Services Contract (the “Contract”) is made and entered into by and between
the City of Columbus, Ohio, acting through its Chief Innovation Officer, pursuant to and under
the authority of Ordinance No. __________, passed __________, by the Council of the City of
Columbus and approved by the Mayor of said City, hereinafter designated as the City, and
name of company, located at company address hereinafter designated as the Consultant,
collectively referred to as the Parties. The purchase order/contract number is: insert City PO #.

This Contract sets forth the entire agreement between the parties with respect to the subject
matter hereof. Understandings, agreements, representations, or warranties not contained in this
Contract, or a written amendment thereto, shall not be binding on either party. Except as
provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications
of this Contract shall be binding on either party without the written consent of both parties.

WITNESSETH: That the City and the Consultant, for mutual considerations herein contained
and specified, have agreed and do hereby agree as follows:

SECTION 1 – GENERAL CONSIDERATIONS
The Consultant shall, for the agreed fees, furnish all services and materials necessary to fully
and adequately perform and complete the Scope of Services set forth in Exhibit A. In so doing,
the Consultant must comply with and follow all reasonable requests and instructions of the City,
particularly with respect to the time, timing, and manner of performing said work. The Consultant
also shall abide by the terms of Cooperative Agreement Award #DTFH611H00013 executed
between the City and the United States Department of Transportation (USDOT), and all
applicable federal, state, and local laws, ordinances, rules, regulations, standards, policies, and
practices governing the performance of the services contemplated herein. The Cooperative
Agreement Award can be found under the heading “USDOT Grant Agreement” at this link:
https://www.columbus.gov/smartcolumbus/newsroom/additionalresources/

SECTION 2 – PROVISION OF SERVICES
2.1 Scope of Services
Scope of Services information from Section 2 of the RFP to be added here at later
date.

All services and deliverables associated with the performance and accomplishment of
the work described in the Scope of Services is hereinafter collectively referred to as the
“Project”. The work to be performed by the Consultant hereunder shall be limited to
tasks defined as USDOT Smart City Challenge Project Expenses, which are eligible for
reimbursement by USDOT. Work performed outside of the scope of this contract is
considered to be “at risk” work and may not be compensated. Vulcan Smart City
Challenge (Columbus Electrification Plan) defined tasks and Smart Columbus defined
tasks are outside the scope of this contract and shall not be performed by the Consultant
under this Contract nor will remuneration be paid for the delivery of services thusly
defined. See Section 3.10.1 for the definitions of USDOT Smart City Challenge Project.
Expense; Vulcan Smart City Challenge (Columbus Electrification Plan) Project Expense; and Smart Columbus Project Expense.

2.2 Key Personnel/Adding Personnel and Job Titles
The Consultant acknowledges that this Contract was awarded on the basis of the unique background and abilities of the key personnel identified by the Consultant in its proposal dated insert date, and shall utilize said key personnel in the performance of this Contract in the manner and to the extent defined therein. If any key person becomes unavailable, the Parties shall mutually agree upon an appropriate replacement. The Consultant shall not, without prior notice to or written consent of the City: (i) re-assign or transfer any key person to other duties or positions so that the key person is unable to fully perform his or her responsibilities under this Contract; (ii) allow any key person to delegate to anyone his or her performance of any management authority or other responsibility required under this Contract; or (iii) substitute any key person. Any of these actions shall constitute a material breach of this Contract.

In the event that the Consultant or a sub-consultant to this Contract needs to add personnel or job titles to assist in the contracted services herein, the Consultant shall submit a written request to that effect for review and approval by the City. That request shall identify the additional personnel, the work he/she/they will be performing on the Project, their hourly rate of pay, and their job title. The City will need to obtain approval from USDOT to add the personnel and for the requested rate of pay. As part of this approval process, the City will need to demonstrate to USDOT that the rate to be paid to the additional personnel is appropriate and reasonable for the Columbus, Ohio, job market. The Consultant may be required to provide information as to how the appropriateness and reasonableness was determined for the additional personnel. Written notification from the Chief Innovation Officer shall be provided to the Consultant either granting or denying the request. If the request is approved, the Consultant shall provide an updated Exhibit C to this Contract to include the new job titles.

2.3 Sub-Consultant Participation
Sub-consultants to be used on the contract must be approved by the City. The subconsultants to be used, the type of work, and the percentage of the contract dollars agreed upon by the Parties during contract negotiations are as follows:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Type of Work</th>
<th>Contract Percentage</th>
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<tbody>
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</table>
2.3.1 If, during the prosecution of the work described herein, the Consultant determines that the services to be performed require the use of a sub-consultant not already named and approved as part of this Contract, the Consultant shall notify the City of the need to contract with or employ a sub-consultant for said purpose and request permission to do the same. The request shall be submitted in writing to the Smart Columbus Program Management Office and shall include the name of and justification for engaging the proposed sub-consultant, along with a completed Exhibit C “Cost Summary” for the sub-consultant. The City will need to obtain approval from USDOT for the Consultant to add the sub-consultant to the Project team along with their key personnel and the requested rate of pay for each job title. As part of this approval process, the City will need to demonstrate to USDOT that the rate to be paid to personnel employed by the sub-consultant is appropriate and reasonable for the Columbus, Ohio job market. The Consultant may be required to provide information as to how the appropriateness and reasonableness was determined for the additional personnel. Written notification from the Chief Innovation Officer shall be provided to the Consultant either granting or denying the request. If the request is approved, the Consultant shall provide an updated Exhibit C (if needed) showing the approved job titles and rates for the newly added sub-consultant.

2.3.2 The Consultant shall require each sub-consultant, to the extent of the services to be performed by the sub-consultant, to be bound to the Consultant by the terms of this Contract and to assume toward the Consultant all obligations and responsibilities that the Consultant, by virtue of this Contract, assumes toward the City. However, nothing contained in this Contract shall create any contractual relationship between a sub-consultant and the City, and consent by the City to the use of sub-consultants by the Consultant does not relieve the Consultant from performing and delivering the services stated in this Contract.

2.3.3 In the event the Consultant is unable to utilize a sub-consultant in the manner or to the extent approved by the City, the Consultant shall request a waiver from the Chief Innovation Officer. The written waiver request shall include the initial sub-consultant utilization plan, the revised sub-consultant utilization plan, and an explanation of the change. At no time shall the Consultant add, remove, or replace a sub-consultant or reduce the extent of the services to be performed by a sub-consultant without the written consent of the City. Failure of the Consultant to obtain the necessary approval of such changes may be grounds for the City to terminate this Contract.

2.4 Period of Services
The performance of services by the Consultant shall commence as soon as practicable upon issuance of a Notice to Proceed from the City and shall continue until such time as the Consultant has satisfied its obligations hereunder, unless this Contract is terminated in accordance with Section 12 hereof. The Consultant agrees to maintain a sufficient force of personnel to complete the services authorized as set forth in the Contract.

2.5 Notice to Proceed / Task Authorization
Tasks must be authorized before the Consultant can begin work on the tasks. Any work performed by Consultant without first receiving a Task Authorization letter authorizing work to begin on a task is considered “at risk” work and may not be compensated. Authorization to begin specific tasks under this Contract may also be contained within the Notice to Proceed. The Consultant understands, accepts, and agrees that only those Notice to Proceed or Task Authorization letters signed by the Chief Innovation
Officer shall be considered valid and actionable. No one else, including a program manager, a project manager, an assistant director, etc., has the authority to authorize work to commence on a task. The Consultant shall be informed in writing if there are any changes with respect to who may authorize work on behalf of the City.

2.6 Standard of Care and Performance
By executing this Contract, the Consultant represents that it is qualified and competent to undertake the performance of this Contract. In so doing, the Consultant shall uphold its ethical and legal duty to exercise the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions.

2.7 General Design Requirements
If applicable to this project, the consultant shall follow the latest version of the General Design Requirements, available online at: http://columbus.gov/Templates/Detail.aspx?id=74163.


SECTION 3 – PAYMENT FOR SERVICES
3.1 Availability of Funds
It is expressly understood and agreed that the obligation of the City to proceed under this Contract is conditioned upon the receipt of federal and private grant funds and the appropriation of the same by City Council. If, at any time, the funds anticipated for the fulfillment of this Contract are not forthcoming or are insufficient, either through the failure of the federal government or private entities to provide funds or of City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the City for the performance of this Contract, the City shall have the right, upon written notice to the Consultant, to immediately terminate or stop work hereunder without damage, penalty, cost, or expense to the City owing to the termination or cancellation of work due to lack of funding. The effective date of the termination shall be as specified in the Notice of Termination.

3.2 Total Contract Amount
The total amount of this contract is $XXX,XXX.XX, including Basic Services (Section 3.3) and Contingency (Section 3.4).

3.3 Basic Services
The City agrees to pay the Consultant for professional services rendered under Section 2 in an amount equal to the Direct Labor Cost plus other Direct Costs, including approved Reimbursable Expenses and subcontract costs in accordance with Exhibit C “Cost Summary”. The maximum amount to be paid under any purchase order associated with this Agreement for Basic Services, including Direct Labor Cost and Other Direct Costs is $XXX,XXX.XX, unless additional appropriations are authorized by Ordinance as passed by Council and approved by the Mayor. The City is not obligated to spend the maximum obligation authorized under this Agreement. Any and all verbal representations are superseded by this Agreement. The terms of this Agreement shall prevail over any conflicting or deficient terms or conditions listed in any attachments from the Consultant.

Comment [CTL4]: Will be changed to state “Not Applicable” if this is not a project designing roads, sidewalks, bridges, etc.

Comment [CTL5]: Will be change to state “Not Applicable” if this is not a project designing roads, sidewalks, bridges, etc.
3.4 Contingency and If Authorized Amounts

3.4.1 Contingency
During the execution of the scope of services it may become necessary to obtain additional services that were not foreseen prior to the development of the original scope of services. The Contingency amount for this Agreement is $XX,XXX.XX, as shown on Exhibit C. If it is determined that additional services are required, the City may request a proposal from the Consultant for said services. This contingency shall be utilized only upon issuance of explicit, written authorization from the Chief Innovation Officer or duly authorized designee.

3.4.2 If Authorized
The City agrees to pay the Consultant for additional, authorized services rendered under Section 2, but not included in the Basic Services fee (Section 3.2). The If Authorized amount for this Contract is $XXXXXX. If Authorized Services shall be paid in the same manner as Basic Services. When the City determines an If Authorized task is needed, the City shall request a proposal, Exhibit B, and Exhibit C from the Consultant. A schedule for that task may also be required. The City shall review, comment, and provide the Consultant with a notice to proceed for that task.

3.5A Cost Plus Fixed Fee Payment Method

3.5A.1 Direct Labor Costs
Direct Labor Costs shall be the product of the actual hours worked by each of the Consultant’s key personnel hereunder multiplied by the actual hourly rate paid to those employees. The labor rates shown on Exhibit C hereto are deemed to be the maximum chargeable for work performed hereunder and are fixed for two years following the execution of this Contract. The Consultant may, after two years, request a one-time rate adjustment not to exceed a five percent (5%) increase of the labor rates established herein. No additional compensation will be paid for overtime, weekends, or holidays worked.

3.5A.2 Fixed Fee Percentage for Basic Services
The City shall pay the Consultant for the Basic Services rendered under Section 2 a fixed fee percentage rate that is to be negotiated between the Parties and shall be no more than ten percent (10%). For this contract, the fixed percentage rate shall be (insert negotiated percentage of no more than 10%). The calculation of fixed fee shall utilize a percentage modifier that shall be no more than the Ohio Department of Transportation’s average overhead rate in effect at the time the Contract is negotiated, which for this contract shall be (insert negotiated percentage here). The average overhead rate listed in this section will not increase during the term of the contract. It may decrease with the mutual written agreement of the Parties. The fixed fee percentage rate, the percentage modifier, and total amount of fixed fee for the duration of this Contract shall be as shown in Exhibit C “Cost Summary”.

3.5A.3 Overhead Rate
The overhead rate used and defined for this Contract is the rate on file and unexpired with the Ohio Department of Transportation (ODOT) at the time the Contract is negotiated. (If the Consultant does not have an ODOT overhead rate, or the rate has expired, the rate that will be used is the ODOT Safe Harbor Rate or the ODOT average overhead rate in effect at the time the Contract is negotiated, or a rate negotiated that will be no more than the ODOT average
overhead rate.) The overhead rate includes the Consultant's actual costs which are incurred for the operation of the Consultant's offices and business, incurred for the performance of the Consultant's specific contracts, and which are allocable to the services performed under this Contract. The overhead shall be calculated as a percentage of the Direct Labor Cost. The rate or percentage of the Direct Labor Costs shall be noted on the Exhibit C “Cost Summary”, and shall be effective for the duration of this Contract, and is to be (insert specific Consultant ODOT Rate). It may decrease with the mutual written agreement of the Parties.

3.5A.4 Cost of Money Rate
The City shall pay the Consultant the firm’s Cost of Money (COM) rate on file with the Ohio Department of Transportation at the time the Contract is negotiated, or a rate negotiated that will be no more than the COM rate on file with ODOT. If the Consultant does not have an ODOT COM rate, or if the rate has expired, the COM rate for this contract will be 0.00%. The COM rate to be used for this contract shall be (insert specific Cost of Money rate to be used).

3.5B Lump Sum Payment Method

3.5B.1 General Instructions
Invoices for partial payment in proportion to services rendered as the work progresses (otherwise known as "Lump Sum") shall be submitted by the Consultant to the City at 30 day or more intervals. The City will not process an invoice if it has not received a Contract Progress Report within the last 30 days from the date of invoice. The Consultant will also complete a Subconsultant Reporting Form / Payment Affidavit and submit it with each invoice. The City will provide the Consultant with the affidavit. If the affidavit is not submitted as directed, payment for that invoice may be withheld until the affidavit is completed. This affidavit does not need to be submitted with the first invoice, but with each successive invoice.

3.5B.2 Lump Sum Payment Schedule
For Basic Services, the payment schedule shall be determined in conjunction with the Fee Proposal for each project/task and shall be billed in one of three ways.

3.5B.2.1 A one-time "Lump Sum" invoice for full payment for services rendered shall be submitted by the Consultant to the City at the completion of the project/task or at the completion of If Authorized tasks. Upon review of the work completed and approval of the invoice by the City's Project Manager, a lump sum amount shall be paid to the Consultant within 30 days.

3.5B.2.2 Invoices for partial payments of the Lump Sum project/task shall be submitted by the Consultant to the City monthly in proportion to the services rendered during that period. The Consultant shall provide a monthly progress report to the City for the project/task. The percent of work completed/invoiced as well as the progress report shall be reviewed and approved by the City's Project Manager and payment made within 30 days. The City will not process an invoice if it has not received a Progress Report.
3.5B.2.3 Progress payments shall be made according to milestones achieved. The milestones to be used and the amount to be paid for achieving each milestone will be defined within the consultant fee proposal for each project/task, agreed upon with the City, and detailed in the Notice To Proceed issued for each task.

3.6 Other Direct Costs

3.6.1 General Policy for Reimbursable Expenses

The City maintains the right of prior approval of any Reimbursable Expense by the Consultant and shall not pay any expenses that have not been agreed to and accepted by the City either prior to the execution of this Contract or after Contract execution via a Notice To Proceed. Reimbursable Expenses are in addition to Direct Labor Costs and include actual, allowable and reasonable expenditures incurred by the Consultant in furtherance of the Project and shall be limited to those expenses allowed under Cooperative Agreement Award #DTFH611H300013 and indicated on the Exhibit C. For the purposes of this Contract, Reimbursable Expenses do not include expenses that are ordinarily and customarily included as part of the Consultant's overhead or amounts for utilization of computer systems; copying charges; delivery of documents; electronic, telephonic, or radio communications; expendable office supplies; mileage reimbursement for trips of less than 50 miles; etc. Reimbursable Expenses shall be limited to the actual cost borne by the Consultant as evidenced by copies of original, itemized, third-party invoices or receipts for such expenditures. The City will not pay any mark-up over actual allowable Reimbursable Expenses. Any costs associated with recordkeeping or labor to create reproductions of receipts is considered indirect overhead and is not eligible for reimbursement. The City reserves the right to question any item submitted for payment and may reduce, modify, or refuse to pay any item that is unreasonable or incompatible with this or other reimbursement policies.

3.6.2 Travel Expenses

Reimbursement for travel shall be allowed only when the travel is essential to the successful completion of the Project and pre-approval for the trip has been obtained from USDOT by the City. Listing of travel expenses on the Exhibit C of this contract is not considered pre-approval of the expenses and is not a guarantee that travel expenses will be reimbursed. Any such trips must still receive pre-approval before they will be reimbursed. Pre-approval will be issued in the form of an email or letter from the Program Management Office. All approved travel shall be conducted in the most efficient and cost-effective manner and comply with the requirements set forth in this Section. The Consultant understands and agrees that travel expenses shall be reimbursed in accordance with the rates established by the U.S. General Services Administration (GSA), which are subject to change, and in such event, the new rates shall immediately become part of this Contract and govern reimbursement of any travel expenses incurred after the date of said change took effect. See the GSA website at http://www.gsa.gov/portal/category/100120. To receive reimbursement for travel, the Consultant must submit with their monthly invoice to the City a copy of the email/letter showing the City authorized the trip and original, itemized receipts, showing expenses incurred and proof of payment of the expenses for which reimbursement is sought. Meals and incidentals do not require a receipt and will be reimbursed per the GSA per diem rate for the destination city. Rental car expenses require receipts and will be reimbursed up to the amount of the receipts or $70.00 per day (including fuel charges).
whichever is less. The City shall reimburse the Consultant for sales and other taxes levied on travel-related costs incurred by the Consultant or its sub-consultants.

3.6.3 Sub-Consultant Payments
The Consultant shall be reimbursed for the cost of sub-consultant services in accordance with this contract upon the Consultant validating the sub-consultant services and submitting them for reimbursement. Sub-consultant services are to be invoiced as part of the Consultant’s monthly invoice and are to follow the same format as the Consultant’s invoice.

3.7 In-Kind Contribution
Pursuant to its Letter of Commitment dated (insert date), and the Smart Columbus Cooperative Agreement, effective (insert date) between the Parties, the Consultant shall make an in-kind contribution of $XXX.XXX.XX to the City in furtherance of the Smart Columbus Program. To satisfy a portion of that commitment, the Consultant agrees to perform the Scope of Services described in Exhibit A at discounted labor rates as shown on Exhibit C. The valuation of the in-kind contribution shall be defined as the difference between the market value for services rendered and the discounted price of the same and shall be reported in the format shown in Exhibit F as part of each invoice submitted by the Consultant to the City for payment.

3.8 Invoice Preparation
Payment is typically made to the Consultant within thirty (30) calendar days of receipt of a properly prepared invoice and progress report for services performed in accordance with this Contract. Invoices shall be submitted by the Consultant no more than once per month in the form prescribed by the Cost Plus Fixed Fee Invoice Template or the Lump Sum Invoice Template at:


The invoice must also satisfy the following requirements:

i. The Consultant will complete and include with the invoice a Subconsultant Reporting Form / Payment Affidavit and submit it with each invoice. The City will provide the Consultant with the affidavit. The Consultant can obtain a copy of the Subconsultant Reporting Form / Payment Affidavit from the City if needed. If the affidavit is not submitted as directed, payment for that invoice may be withheld until the affidavit is completed.

ii. Subcontracts and supplemental services shall be similarly documented when submitted for payment during any invoice period. Copies of the sub-consultant’s invoice and the Sub-Consultant Reporting Form / Payment Affidavit shall be attached to the Consultant’s invoice, as necessary.

iii. All travel expenses for an individual trip (airfare, lodging, rental car, meals, etc.) must be submitted for reimbursement on the same month’s invoice. A Trip Summary Table showing each trip taken during the billing period must be completed, with individual trips summarized on a Trip Detail Form. Sample tables are attached hereto as Exhibit E. Receipts for each trip must be placed directly behind the Trip Detail Form for that trip. If expenses for a specific trip are submitted for reimbursement over multiple months, only the expenses for the first reimbursement request will be considered for reimbursement. Requested reimbursement amounts submitted in subsequent months will not be reimbursed.
iv. A copy of each invoice and progress report must be sent for review and payment to:

Department of Public Service  
Smart Columbus Program  
50 W. Gay Street, 5th Floor  
Columbus, Ohio 43215  
Attn: Abbie L. Green, Fiscal Assistant

3.9 USDOT Certification Statement

USDOT requires a different certification statement than the statement found at the link referenced in Section 3.8 above. All submitted Consultant and Sub-Consultant invoices must include the following certification statement:

"By submitting and signing this invoice, I certify to the best of my knowledge that the invoice is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may be subject to criminal, civil, or administrative penalties for fraud, false statements, or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Section 3729-3730 and 3801-3812)."

An owner or an officer of the Consultant’s company must sign and date immediately below the certification statement.

3.10 Grant Reimbursement Requests

Pursuant to Cooperative Agreement Award Number DTFH6116H00013, Title: “The Smart City Challenge Demonstration” (Phase 2 Award), the City intends to seek reimbursement from USDOT for expenditures associated with the prosecution of the Scope of Services delineated in Exhibit A.

3.10.1 Definitions – For the purposes of reimbursement, project tasks are defined in one of three ways:

i. A “USDOT Smart City Challenge Project Expense” is determined to be an allowable reimbursable expense pursuant to Cooperative Agreement Award Number DTFH6116H00013, Title: “The Smart City Challenge Demonstration” (Phase 2 Award) and for which COLUMBUS intends to seek reimbursement from USDOT or to claim as part of the required local cost share.

ii. A “Vulcan Smart City Challenge (Columbus Electrification Plan) Project Expense” is determined to be an allowable reimbursable expense pursuant to the Paul G. Allen Family Foundation Grant Agreement and for which COLUMBUS intends to seek reimbursement from the Paul G. Allen Family Foundation.

iii. A “Smart Columbus Project Expense” is determined to be an expense not eligible for reimbursement by either USDOT or the Paul G. Allen Family Foundation.

3.10.2 As stated in Section 2.1 hereof, the work to be performed by the Consultant hereunder shall be limited to tasks defined as USDOT Smart City Challenge project expenses.
SECTION 4 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

4.1 Clean Air and Water Pollution Control. The Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the City and the Regional Office of the Environmental Protection Agency (EPA).

4.2 Energy Conservation Requirements. The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

4.3 Byrd Anti-Lobbying Amendment. The Consultant certifies by signing this Contract, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SECTION 5 – RELATIONSHIP OF THE PARTIES

The relationship of the Consultant to the City is that of an Independent Contractor with respect to all services performed hereunder and neither the Consultant nor its employees shall be considered public employees for purposes of membership in the Ohio Public Employees Retirement System (OPERS). The Consultant agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other
remunerations paid to the Consultant or persons employed by the Consultant for work performed under the terms of this Contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

SECTION 6 – CONTRACT ADMINISTRATION
Insert Name will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the performance of services by the Consultant under this Contract. Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, or sent via email to the parties at the following addresses:

CITY: Insert Person’s Name
Smart Columbus Program
Columbus Idea Foundry
421 W. State Street
Columbus, Ohio 43215
Insert Telephone Number
Insert email address

CONSULTANT: Insert Person’s Name
Insert Organization’s Name
Insert Street Address
Insert City, State, Zip Code
Insert Telephone Number
Insert email address

SECTION 7 – CITY RESPONSIBILITIES
7.1 The City shall make available for the use of the Consultant, copies of all existing information in the possession of the City which may be pertinent to the performance of the professional services under this Contract.

7.2 So as not to delay the Consultant’s work, the City shall respond within a reasonable time to the Consultant’s requests for written decisions and determinations pertaining to the Contract. The City shall not, however, be responsible for professional engineering or legal judgments.

7.3 The City shall give written notice to the Consultant whenever the City becomes aware of any event, occurrence, condition, or circumstance which may substantially affect the Consultant’s performance of services under this Contract.

7.4 The City shall examine all deliverables presented by the Consultant.

7.5 The City shall assist and cooperate with the Consultant to allow the professional services to be executed in a timely and effective manner.

SECTION 8 – STANDARDS OF PERFORMANCE, ERRORS, AND OMISSIONS
8.1 Services provided by the Consultant under this Contract shall be performed in a manner consistent of that profession currently practicing under similar circumstances.
8.2 The City shall not be responsible for discovering deficiencies in the technical accuracy of the Consultant's service. The Consultant shall be solely responsible for the accuracy of the services and shall promptly make necessary revisions or corrections resulting from its negligent acts, errors, or omissions without any additional compensation from the City.

8.3 Acceptance of services, including payment for same, shall not relieve the Consultant of the responsibility for subsequent correction of its negligent acts, errors, omissions, or for clarification of ambiguities.

SECTION 9 - OWNERSHIP OF DOCUMENTS
The Consultant agrees that the City shall become the sole and exclusive owner of all designs, design plans, images, drawings, models, survey notes, reports, specifications, studies, records and other data and documents, in whatever form, prepared under this Agreement (“the Design Documents”). The Consultant hereby irrevocably assigns, transfers and conveys to the City all right, title and interest in and to the Design Documents and all intellectual property rights and proprietary rights arising out of the Design Documents, including copyrights, patents, trademarks, and derivative works and interests. The Consultant warrants to the City that the Design Documents will be free from any claims or encumbrance of intellectual property or proprietary rights of the Consultant or any third party, including any employee, agent, contractor, sub-consultant, subcontractor, subsidiary, or affiliate of the Consultant. Upon completion or termination of this Agreement, the Consultant will immediately turn over to the City all Design Documents not previously delivered to the City.

To the extent any of the Consultant’s rights in the Design Documents are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, the Consultant hereby irrevocably and unconditionally waives such rights and enforcement thereof and agrees not to challenge the City’s right in and to the Design Documents. Notwithstanding the foregoing, if the City or its employees, agents, consultants or officers uses the Design Documents on any other project, extensions of the subject project, or in any other way not contemplated by this Agreement, it shall do so at its sole risk and without liability or legal exposure to the Consultant or anyone working through the Consultant.

SECTION 10 – MODIFICATIONS
No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by the Chief Innovation Officer and the Consultant and approved by the appropriate City Authorities.

SECTION 11 – SUSPENSION OF PAYMENTS BY THE CITY
The City may, by written notice to the Consultant, suspend any/all payments to the Consultant hereunder if the Consultant fails to perform any of their obligations under this Contract, including the carrying out of the services described in Section 2, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

SECTION 12 – CONTRACT TERMINATION
If either the City or the Consultant violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party shall give the other party written notice of a proposed correction to such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be
terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be at the sole discretion of the aggrieved party. If it is determined for any reason the failure to perform is without the defaulting party’s control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience. This section shall not apply to any failure(s) to perform that result from the willful or negligent acts or omissions of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing fourteen (14) calendar days or other appropriate length of time written notice to the Consultant prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City. The Consultant shall deliver to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Contract (hereafter “Design Documents”), whether completed or in process. No payment shall be due to the Consultant following termination of the Contract until the Consultant provides the City with all Design Documents in its possession or control.

SECTION 13 – RECORDS TO BE MAINTAINED, ACCESS TO RECORDS

13.1 The Consultant shall maintain account books, records, documents and other evidence directly pertinent to performance and billing of the scope of services defined in this Contract in accordance with generally accepted professional and accounting practices. The City, or its duly authorized representative, shall have access to such account books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Consultant shall provide proper facilities for such access and inspection. The Consultant shall not charge the City for time spent assisting the City in reviewing said documents.

13.2 The Consultant shall maintain and make available accounting records during performance of the services under this Contract and until three years from date of final payment for the Contract. In addition, those records which relate to any appeal, Contract, litigation, or the settlement of claims arising out of such performance or cost, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeals, litigation, claims, or exception.

SECTION 14 – WORKERS’ COMPENSATION

The Consultant shall comply with all Workers’ Compensation laws of the State of Ohio. Proof of coverage shall be attached to this Contract.

SECTION 15 – INSURANCE AND INDEMNITY

15.1 The Consultant shall indemnify, protect, and hold harmless the City from any claim, loss or damage arising from any negligent or wrongful act or omission of the Consultant arising from the Consultant’s performance under the terms of this Contract. The Consultant shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. The Consultant must attach a copy of the Certificate(s) of Insurance to this Contract:

15.1.1 Bodily Injury Liability and Automobile Insurance in an amount not less than Five Hundred Thousand Dollars ($500,000.00) for injuries, including those resulting in death, to any one person, and in an amount not less than One Million Dollars ($1,000,000.00) on account of any one accident or occurrence.
15.1.2 Property damage insurance in an amount not less than Five Hundred Thousand Dollars ($500,000.00) from damages on account of any one accident; and One Million Dollars ($1,000,000.00) on all accidents.

15.1.3 Valuable Papers Insurance in an amount sufficient to assure the restoration of any drawings, Contract manual pages, field notes, or other similar data relating to the work under this Contract, in the event of their loss or destruction, during the life of this Contract.

15.1.4 Professional Liability Insurance in an amount as necessary to provide coverage for any negligent acts, errors, omissions, or negligence by the Consultant and its technical sub-consultants. Sub-consultants of the Consultant who are manifestly not providing professional services need not carry Professional Liability Insurance.

SECTION 16 – EQUAL OPPORTUNITY CLAUSE
The Consultant agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Consultant or a sub-consultant to comply with the provisions of Article I, Title 39, may result in cancellation of this Contract. (Ordinance 3025-2016)

SECTION 17 – CITY INCOME TAX TO BE WITHHELD
The Consultant hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 361, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its sub-consultants shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that the Consultant, or any of its sub-consultants, owes city income taxes, the Consultant agrees that the City may withhold the amount due to the City from any amount due to the Consultant for services performed under this Contract.

SECTION 18 – APPLICABLE LAW, REMEDIES
This Contract shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question between the City, its agents and employees, and the Consultant arising out of or relating to this Contract or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

SECTION 19 – NONEXCLUSIVE REMEDIES
The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

SECTION 20 – CAMPAIGN CONTRIBUTIONS
The Consultant hereby certifies the following: that it is familiar with Ohio Revised Code (“O.R.C.”) Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this Contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this Contract and for one year thereafter.

SECTION 21 – SURVIVORSHIP
All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.
SECTION 22 – FORCE MAJEURE

22.1 Non-performance by either of the parties of any of its obligations (other than to pay money) under this Contract shall be excused during the time and to the extent that such performance is prevented, wholly or in part, by Force Majeure.

22.2 The party claiming the benefit of this clause shall promptly give written notice to the other party specifying the cause and extent of its inability to perform any of its obligations under this Contract and the likely duration of such nonperformance. In the meantime such party shall take all reasonable steps to remedy or abate the Force Majeure.

22.3 No party shall, by virtue of this clause be required against its will to settle any strike, lockout or other industrial disturbances.

22.4 Performance of any obligation affected by Force Majeure shall be resumed as soon as reasonably possible after the termination or abatement of the Force Majeure. If by reason of Force Majeure a party is unable to perform any obligation under this Contract for a period of thirty days, the other party may, on giving fifteen days written notice to that party, cancel this Contract in whole or in part.

22.5 Cancellation of this Contract under this clause shall not prejudice the rights of either party against the other in respect of any matter or thing occurring under this Contract before cancellation.

22.6 Force Majeure is defined as any event or circumstance beyond its reasonable control including, but without limitation, any delay, failure, damage or loss due to fire, flood, storm, explosion, any act of God, industrial disturbance, failure of electrical supply or telecommunication networks, vandalism, sabotage or civil disturbance.

SECTION 23 – MISCELLANEOUS

23.1 The City and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Contract. The Consultant shall not assign this Contract without the written consent of the other. City Council approval is required to accept assignment of the Contract. A written agreement between all parties is required to execute the assignment. A written agreement between the City and the Consultant may be needed outlining the scope of services, if any, at that time.

23.2 This Contract represents the entire and integrated agreement between City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and the Consultant.

23.3 Nothing contained in the Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant.

23.4 Severability and Reformation: Any provisions or parts of this Contract held to be invalid or unenforceable under law shall be deemed to be stricken and all remaining provisions shall continue to be valid, binding and in full force and effect upon the parties. The parties agree that if any provision is unenforceable, for any reason whatsoever, that such provision will be appropriately reformed and given effect to the extent that it may be enforceable.
SECTION 24 – ATTACHMENTS REQUIRED

The following documents are hereby incorporated into and made part of the Contract as though specifically rewritten herein:

24.1 Contract Signature Affidavit, if required
24.2 Non-collusion Affidavit
24.3 Exhibit A: Scope of Services
24.4 Exhibit B: Estimate of Labor Hours by Task Activity
24.5 Exhibit C: Cost Summary
24.7 Exhibit E: Example of Trip Summary Table and Trip Detail Form
24.8 Exhibit F: In-Kind Contribution Table
24.9 Proof of Insurance with the City named as additional insured: City of Columbus, 50 W. Gay Street, Columbus, OH 43215. Certificate must include the Project name and CIP number.
24.10 Current Workers’ Compensation Certificate(s)

[Remainder of page intentionally left blank]
SECTION 25 – EXECUTION, APPROVAL AND CERTIFICATION

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

CITY OF COLUMBUS

_______________________________________
Michael H. Stevens
Chief Innovation Officer

_______________________________________
Date

INSERT ORGANIZATION NAME

_______________________________________
Signature

_______________________________________
Print Name

_______________________________________
Title

_______________________________________
Date

_______________________________________
Contract Compliance No. Exp. Date
CONTRACT SIGNATURE AFFIDAVIT
(Must be completed when the individual signing the Contract is NOT the President, Vice President or CEO of the Company.)

STATE OF: _____________________________
COUNTY OF: ___________________________

______________________________, being duly sworn, deposes and says that he/she is __________________________ of __________________________, a

_______ (Title) __________________________ (Company Name)

Corporation, LLC, or LLP organized and existing under and by virtue of the laws of the State of __________________________, and having its principal office at ____________________________________________

City, State, Zip Code

Affiant further says that he/she is familiar with the records, minute books and by-laws of __________________________

______________________________ (Company Name)

Affiant further says that __________________________ is __________________________

________________________ (Name of Person Signing Contract) __________________________ (Title)

Of the Company and is duly authorized to sign the Contract for:

________________________________________________________________________

For said Company by virtue of __________________________________________
(State whether the provision of by-laws or a resolution of the Board of Directors. If resolution, give date of adoption.)

Signature of Affiant**

** AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT.**

Sworn to before me and subscribed in my presence this _______ day of ____ 20____

________________________________________
Notary Public

My Commission Expires: __________________________
NON-COLLUSION AFFIDAVIT

STATE OF:______________________________
COUNTY OF:______________________________

______________________________ being first duly sworn, deposes

(Person)

And says that he/she is

______________________________ (Sole owner, partner, president, secretary, etc.)

of _________________________________________________________________________

(Firm)

the party making the foregoing proposal; that to the best of his/her knowledge and belief:

1. The prices in the Proposal have been arrived at independently without collusion, consultation, communication, or Contract, for the purpose of restricting competition as to any matter relating to such prices with any other Consultant or with any competitor.

2. Neither the Consultant nor any of its officers or directors have any financial or ownership interest in or are affiliated in any way with any other consultant on the same Contract.

3. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Consultant and will not knowingly be disclosed by the Consultant prior to the bid opening, directly or indirectly, to any other Consultant or to any competitor.

4. No attempt has been made or will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

______________________________

(Affiant)

Sworn to and subscribed before me _________ day of ___________, 20____

______________________________

(Notary Public)

______________________________ County, Ohio.

My Commission expires:

______________________________ , 20____
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<th>TASK</th>
<th>STAFF</th>
<th>TOTAL HOURS</th>
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<tr>
<td>2.3</td>
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<td>2.4</td>
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<tr>
<td></td>
<td><strong>Total Hours</strong></td>
<td>0</td>
</tr>
<tr>
<td>1. CITY:</td>
<td>Department of Public Service</td>
<td>2. CIP NO.:</td>
</tr>
<tr>
<td>-----------------</td>
<td>-----------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>4. NAME OF CONSULTANT:</td>
<td></td>
<td>5. CONTRACT TITLE:</td>
</tr>
<tr>
<td>6. ADDRESS:</td>
<td></td>
<td>7. TYPE OF CONTRACT:</td>
</tr>
<tr>
<td>8. DIRECT LABOR (Specify labor categories):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(if hourly employee add (H) after category)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EST. HRS.</td>
<td>HOURLY RATE</td>
<td>EST. COST</td>
</tr>
<tr>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>$0.00</td>
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<tr>
<td>DIRECT LABOR TOTAL: 0</td>
<td>TOTAL: $0.00</td>
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9. OTHER DIRECT COSTS

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<thead>
<tr>
<th>RATE</th>
<th>X BASE =</th>
<th>EST. COST</th>
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</thead>
<tbody>
<tr>
<td>ODOT OVERHEAD RATE</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

10. OTHER DIRECT COSTS

a. TRAVEL

Federal mileage rate and parking est. miles

SUBTOTAL: $0.00

b. EQUIPMENT, MATERIALS, SUPPLIES

EST. COST

SUBTOTAL: $0.00
c. SUBCONTRACTIONS

SUBTOTALS SUBTOTAL: $0.00
d. OTHER (Specify categories)

EST. COST

OTHER SUBTOTAL: $0.00
e. COST OF MONEY

ODOT Rate (expressed as a percent) $0.00 | $0.00

f. OTHER DIRECT COSTS TOTAL: $0.00

11. TOTAL COST $0.00

12. FIXED FEE PERCENTAGE AMOUNT

FIXED FEE %: 10.00% $0.00

Current Average ODOT Overhead Rate (%) 152.83%

13. IF AUTHORIZED AMOUNT, if applicable $0.00

14. CONTINGENCY SERVICES CONTRACT AMOUNT (IF AUTHORIZED) $0.00

15. CONTRACT TOTAL $0.00
EXHIBIT D: SAMPLE INVOICE TEMPLATES AND PROGRESS REPORTS, INCORPORATED BY REFERENCE AS IF ATTACHED
### Exhibit E: Trip Summary Table

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Period of Invoice (XX/XX/XXXX - XX/XX/XXXX)</th>
<th>Travel Costs Submitted</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Please Provide a Trip Detail Form for Each Invoice Submitted

<table>
<thead>
<tr>
<th>Trip #</th>
<th>Traveler Name</th>
<th>Travel Dates</th>
<th>From (City)</th>
<th>To (City)</th>
<th>Purpose of Travel</th>
<th>Total Cost of Trip</th>
<th>Trip Cost Details Table #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>3</td>
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<td>4</td>
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</table>
### Exhibit E: Trip Detail Table

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Trip #</th>
<th>Employee Name</th>
<th>Purpose</th>
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</thead>
<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Description/ Category</th>
<th>Travel Date(s)</th>
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<tbody>
<tr>
<td></td>
<td>XX/XX/XXXX</td>
<td>XX/XX/XXXX</td>
</tr>
<tr>
<td>Airfare</td>
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<td></td>
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<tr>
<td>Car Rental</td>
<td></td>
<td></td>
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<tr>
<td>Transportation (taxi, Uber, bus, etc.)</td>
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<tr>
<td>Parking</td>
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<tr>
<td>Hotel</td>
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<tr>
<td>Hotel Taxes</td>
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<td>M&amp;IE</td>
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<tr>
<td><strong>GRAND TOTAL</strong></td>
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</table>
Exhibit F: In-Kind Contribution Table

<table>
<thead>
<tr>
<th>Invoice Date</th>
<th>Value of Service</th>
<th>Charge for Service</th>
<th>Difference (Value - Charge)</th>
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</thead>
<tbody>
<tr>
<td>$</td>
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<tr>
<td>Total</td>
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<td>$</td>
</tr>
</tbody>
</table>
ATTACH CERTIFICATE OF INSURANCE
ATTACH WORKERS' COMPENSATION CERTIFICATE(S)
Prime Consultant and All Sub-Consultants