

CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

**Information Technology Service Management (ITSM)
Software and Professional Services**

RFP #'19/52/P

PROPOSAL DUE:

June 27, 2019

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

200 LINCOLN AVE., ROOM 122

SANTA FE, NEW MEXICO 87501

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Attachments:

1. Non-Disclosure and Conflict of Interest Statement
2. Campaign Contribution Statement
3. Sample Contract
4. Minimum Wage Ordinance
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REQUEST FOR PROPOSALS

PROPOSAL NUMBER '19/52/P

Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 200 Lincoln Ave., Room 122 Santa Fe, New Mexico 87501 **until 2:00 P.M. local prevailing time, June 27, 2019.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

Information Technology Service Management (ITSM) Software and Professional Services

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 200 Lincoln Ave., Room 122, Santa Fe, New Mexico, 87505, (505) 955-5711.

Shirley Rodriguez, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 06/12/2019

To be published on: 06/17/2019

Received by the Albuquerque Journal Newspaper on: 06/12/19

To be published on: 06/17/2019

PROPOSAL SCHEDULE
ITT Department/End User Services Division

RFP # '19/52/P

- | | | |
|-----|--|--|
| 1. | Advertisement | June 17, 2019 |
| 2. | Issuance of RFP'S | June 17, 2019 |
| 3. | Pre-proposal Meeting
(Mandatory) | June 27, 2019
3:00 p.m. Facilities Division
Conference Room
2651 Siringo Rd., Bldg. "E"
Santa Fe, New Mexico 87505 |
| 4. | Receipt of proposals | July 16, 2019
2:00 p.m. local prevailing time.
Purchasing Office 200 Lincoln
Ave., Santa Fe, New Mexico
87505 (505) 955-5711 |
| 5. | Evaluation of proposals | July 22, 2019 |
| 6. | Interviews (If Necessary) | July 25, 2019 |
| 7. | Fee/Schedule Negotiation | July 30, 2019 |
| 8. | Recommendation of award
to Public Works Committee | August 12, 2019 |
| 9. | Recommendation of award
to Finance Committee | August 19, 2019 |
| 10. | Recommendation of award
to City Council | August 28, 2019 |

DATES OF CONSIDERATION BY PUBLIC WORKS COMMITTEE, FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit one electronic file and two copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, **July 16, 2019**.

The packets shall be submitted and addressed to the Purchasing Office, at 200 Lincoln Ave., Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Proposal number: '19/52/P
Title of the proposal:
Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretation should be in writing addressed to, Purchasing Officer, 200 Lincoln Ave., Santa Fe, New Mexico, 87505 and to be given

consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed. The City may extend the purchase of goods under the Bid at the option of the City for a period of four (4) years from the date of the executed purchase order, subject to the agreement of the offeror.

6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

7. CITY LOCAL PREFERENCE

A state of New Mexico Taxation and Revenue Department Resident Business certification of eligibility must be attached. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied.

The City shall apply the following definitions and preferences:

- 1) "resident business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22, and which shows that the resident business resides within the Santa Fe municipal limits.
- 2) When the city makes a purchase using a formal bid process, the public body shall deem a bid submitted by a resident business to be 3% percent lower than the bid actually submitted. In addition, if the bid includes subcontractors who are also resident businesses, the public body shall deem a bid submitted by a resident business with resident business subcontractors to be 6% lower than the bid actually submitted. If a non-resident business hires all resident business subcontractors, the public body shall deem the bid to be 3% percent lower than the bid actually submitted.
- 3) When the city makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the city shall award an additional:
 - (a) three percent or the total weight of all the factors used in evaluating the proposals to a resident business; and
 - (b) three percent or the total weight of all the factors used in evaluating the used in evaluating the proposals to a business with all resident business subcontractors.
- 4) When the city makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the city shall award additional points equivalent to:
 - (1) three percent of the total possible points to a resident business: and
 - (2) three percent of the total possible points to a business with all resident business subcontractors.
- 5) The maximum available local preference shall be 6%.
- 6) Competitive sealed proposals valued in excess of one million dollars (\$1,000,000.00)

- (1) If the bid or proposal includes to subcontractors who are also resident business, the public body shall deem a bid or proposal submitted by a resident business to be six percent (6%) lower than the bid actually submitted, if and only if at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses.
- (2) If a non-resident business hires resident business subcontractors, the public body shall deem the bid or proposal to be three percent (3%) lower than the bid actually submitted, if and only if at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses."

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

SPECIAL CONDITIONS

1. GENERAL

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. TAXES

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. INVOICING

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. METHOD OF PAYMENT

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby

contracted or as otherwise specified in the compensation portion of the contract documents.

8. DEFAULT

The City reserves the right to cancel all or any part of this order without cost to the City if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. NON-DISCRIMINATION

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. NON-COLLUSION

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

SCOPE OF SERVICES

'19/52/P

I. Introduction and Background

The City of Santa Fe's Information Technology & Telecommunications Department provides enterprise technology services to the City of Santa Fe personnel in 18 functional departments located at 39 different physical sites.

The Information Technology and Telecommunications Department's End User Services Group currently operates a on premise IT Service Management (ITSM) product that was acquired in the year 2000. The City currently utilizes Numara Footprints version 7.5 and does not have a maintenance contract with the vendor to support the tool. BMC bought Footprints years ago. The Numara Footprints 7.5 is the version from 2007.

The City's BMC Footprints product licensing consists of 55 Agents total with 27 Fixed Licenses (26 Agents are assigned as a Fixed License 1 currently unassigned and available) and 1 Concurrent License (29 Agents are assigned to this 1 Concurrent License). The CoSF ITT Service Desk currently supports 1500 City employees with 4 First level technicians and 33 Second level technicians.

The City of Santa Fe ITT End User Services (EUS) Department operates a centralized 8 hours/ 5 days a week first and second tier support Service Desk. EUS receives requests for assistance via phone, email, and self-service (dept. communication officers only) via the ITT Footprints ticketing application. Currently, tickets are created by both manual input by EUS analysts and self-service (dept. communications officers only).

The ITT Service Desk assigns tickets to themselves (second tier desktop support), or third tier support teams (network, server, programming, etc.). All third tier analysts within the specified team are notified via email when a ticket is assigned to them and the ticket is email carbon copied to their team. The appropriate third tier analyst within the specified team that will work on the ticket then retrieves the ticket that is assigned to them by the Service Desk.

The City of Santa Fe ITT Department plans to acquire a new IT Service Management product, implementation services and maintenance services.

II. Contract Type

The contract resulting from this Statement of Work will be firm fixed price with Deliverables tied to fixed costs. The City of Santa Fe agrees to pay fees for services performed by the contractor in accordance with the schedule of fixed fees included in the contract resulting from the Statement of Work detailed in Exhibit A of the Professional Services Agreement of which a template has been included with the RFP.

III. Goals, Objectives and Scope

- A. The goal from an IT Service Management perspective is the delivery of quality and reliable end-to-end IT services using best practice frameworks for IT service delivery and support so the right processes, people, tools and technology are in place to support the City of Santa Fe. The project will procure, and implement and configure a solution that utilizes the ITIL ITSM framework that focuses on

Service Management Functions like the Service Desk, Technical Management, Applications Management and IT Operations. All of these essential, but here are minimum requirements (in bold font):

1. **Incident Management**
2. Problem Management
3. **Change Management**
4. Knowledge Management
5. Service Catalog
6. **Release Management**
7. Configuration Management Database
8. Asset Management
9. **Request Management**

B. The objectives of this project are:

1. To acquire an ITSM suite that meets CoSF requirements as detailed in Attachment 4 "Santa Fe NM – RFP Attachment 4. Functional and Technical Requirements ITSM"
2. To obtain planning, configuration, implementation and production deployment professional services
3. To obtain user training for CoSF' s End User Group
4. To obtain system administration training for CoSF' s ITT support staff
5. To establish a maintenance and technical support program for the ITSM suite
6. Improve customer-facing IT service support and delivery to the City of Santa Fe user community
7. Improve workflow and collaboration across IT teams
8. Implement knowledge management; solutions are documented and shared
9. Improve traceability of services, incidents and problems from initiation to resolution
10. Reduce duplication and minimize redundant costs and effort across IT teams
11. Increase report ability of services

IV. Deliverables

A. The following deliverables are within scope of this project:

1. Provide an environment prepared and provisioned with ITSM software made available
2. Provide a System Architecture Diagram
3. Perform Project Initiation and Project Management tasks including providing an implementation plan and project schedule
4. Provide a Training Plan and perform training that that incorporates training for end users, system administrators, user acceptance testing, train the trainer and module process configuration

5. Provide a Test Plan and collaboratively assist the testing effort that incorporates but is not limited to functional software testing, stress testing, user acceptance testing
6. Provide assistance to define, develop and produce automatic customer notifications and surveys upon ticket closures
7. Provide Professional Services for workflow analysis, process and module configuration to enable usage of the tool to meet business process requirements
8. Provide user and technical documentation that includes but is not limited to user guides, user manuals, implementation specifications, data dictionary and process flow diagrams
9. Provide assistance in developing, configuring and producing automatic reports for Incident Management and Service Management key performance indicators

SUBMITTAL REQUIREMENTS

'19/52/P

1. Scope of Work, Specifications & Requirements

This project will implement an IT Service Management Tool replacement product that will be the foundation for improvement of IT service delivery. The new tool will have features that adopt best practices for IT service and incident management processes, implementing process improvements identified by IT staff and implementing a modern IT service management (ITSM) and ITIL based software solution. Please explain here in detail the scope of work proposed to meet the requirements and the specifications that go along with your solution.

1.1 Solution Requirements

Using the Requirements Matrix included as Attachment 4 "Santa Fe NM – RFP Attachment 4. Functional and Technical Requirements ITSM", specify whether or not the proposed software supports the features desired and describe the vendor's implementation of each feature.

1.2 Vendor Qualifications and References

All vendors must provide the following information in order for their sealed proposal to be considered:

Example:

1. A brief outline of the vendor company and services offered, including:
 - Full legal name of the company.
 - Name of Contact
 - Contact Information:
 - Title
 - Telephone Number
 - Email
 - Address
 - Year business was established.
 - Number of people currently employed.
 - Income statement and balance sheet for each of the two most recently completed fiscal years certified by a public accountant.
2. An outline of the product line-up they currently support.

3. A description of their geographic reach and market penetration.
4. An outline of their partnerships and relationships to date.
5. An outline of their current and future strategies in the marketplace.
6. Information on current software clients, including:
 - Total number of current clients.
 - A list of clients with similar needs using the same software.
 - Evidence of successful completion of a project of a similar size and complexity.
7. References: Contact information for three references (Company, name, title, telephone number and email) from projects similar in size, application, and scope, and a brief description of their implementation.

1.3 Deployment Models

The following pricing sheets are to be used as a guide for your response. Please indicate the types of pricing/installation models offered by your enterprise by placing an "X" under the "Available" column. If a model is not offered, please indicate this by placing an "X" under the "Not Offered" column.

Deployment Models	Available	Not Offered
On-Premise Model	<input type="checkbox"/>	<input type="checkbox"/>
Software-as-a-Service or Hosted Model	<input type="checkbox"/>	<input type="checkbox"/>
Other (please specify)	<input type="checkbox"/>	<input type="checkbox"/>

1.4 Solution Implementation Approach & Support

Describe how you propose to work with the City of Santa Fe to deliver services and/or products.

1. Customer support

Provide toll free customer support 24 hours, seven days per week.

2. Data management

Provide data management design that supports integration and sharing of data among all applications.

3. Implementation support

Provide complete turnkey on-site implementation and project management support.

4. Training

Provide training to end users and IT staff.

5. Software updates

Provide future software releases and updates to all applications (desktop and mobile) as part of regular software maintenance fees.

6. Technical documentation

Provide technical documentation for support staff including system overviews, design, flowcharts, and file layouts.

7. User manuals

Provide complete set of user manuals for all software applications to document and explain system features and functions. Comment on availability of manuals online, and mobile accessibility.

1.5 Cost

All vendors must fill out the cost breakdown in Attachment 5. "Santa Fe NM Attachment 5. Cost and Resource Hours Worksheets ITSM" for the implementation of their ITSM solution for the City of Santa Fe's project as described in this RFP. The vendor must agree to keep these prices valid until December 2019.

**EVALUATION CRITERIA
&
WEIGHTED VALUES**

EVALUATION COMMITTEE MEMBERS

At its discretion, the City reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

If interviews are conducted for the top three rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

EVALUATION CRITERIA FORM

RFP '19/52/P

Information Technology Service Management (ITSM) Software and Professional Services

NAME OF FIRM: _____

The consultant selection, or short listing for interviews, will be based upon evaluation of the proposal and the Firm's qualifications, relative to the evaluation criteria.

Proposal Component	Weighted Value	(1=low, 10=high)	Total Score	Max Score
Solution Requirements: <i>Attachment 4 Functional and Technical Requirements consists of 399 requirements in 16 categories. Proposers must provide a response to all requirements.</i>	25			250
Vendor Qualifications and References: <i>Three references must be provided.</i>	15			150
Deployment Models: <i>Proposers must offer both a SaaS & On Premise Solution for full points.</i>	15			150
Solution Implementation Approach & Support: <i>Information describing; Customer Support, Data Management, Implementation Support, Training, Software Updates, Technical Documentation and User Manuals must be provided.</i>	20			200
Cost: <i>All proposers must complete Attachment 5 Cost and Resource Hours Worksheets ITSM</i>	25			250
Total Score	100			1000

Please do not minimize the importance of an adequate response in any area.

SELECTION COMMITTEE

EVALUATOR SIGNATURE: _____ DATE: _____

CITY OF SANTA FE (CSF)
NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT

REQUEST FOR PROPOSAL # ' _____ '

EVALUATOR NAME: _____

CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts and Purchase Orders.

I, _____, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by commitments contained herein.

I am acting at the request of CSF as a participant in the evaluation of *offers/proposals* received in response to the *Request for Offers! Request for Proposals*, entitled and/ or numbered. I am acting of my own accord and not acting under duress. I am not currently employed by, nor am I receiving any compensation from, nor have I been the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with any *offer/proposal* or involved *Offeror/Proposer* in return for favorable consideration. I have no preconceived position on the relative merits of any of the *offers/proposals* nor have I established a personal preference or position on the worth or standing of any *Offeror/Proposer* participating in this action. CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts, including, but not limited to contracts for professional services, agreements with consultants and Purchase Orders.

I hereby certify that to the best of my knowledge and belief, no conflict of interest exists that may diminish my capacity to perform an impartial, technically sound, objective review of this proposal(s) or otherwise result in a biased opinion or unfair competitive advantage. I agree not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of any *offer/proposal* to anyone other than the team leader or other evaluation team members. I understand the terms and "disclose or otherwise divulge" to include, but are not limited to, reproduction of any part or any portion of any *offer/proposal*, or removal of same from designated areas without prior authorization from the evaluation team leader. I agree to perform any and all evaluations of said *offers/proposals* in an unbiased manner, to the best of my ability, and with the best interest of CSF paramount in all decisions.

I agree to return to CSF Purchasing Department all copies of proposals, as well as any abstracts, upon completion of the evaluation.

SIGNATURE AND DATE:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

City of Santa Fe Contract
ITSM Software and Professional Services
Request for Proposals Only

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and <Enter Vendor Name>herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions** [Alphabetize after list of standard clauses and required definitions are agreed upon. Remove those definitions which do not belong or are not relevant to the present Agreement.]

A. "Agreement Administrator" means the individual appointed by the City to administer the Price Agreement. [Remove this language if this is a not a Price Agreement but is a contract between the Contractor and a single agency or entity.]

B. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

C. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

D. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the Contractor to furnish items of tangible personal property or service to the procuring agency which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any. [Remove this language if this is a not a Price Agreement but is a contract between the Contractor and a single agency or entity.]

E. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

F. "You" and "your" refers to **(Contract Name)**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall provide the following services for the City:

- 1) Provide an environment prepared and provisioned with ITSM software made available
- 2) Provide a System Architecture Diagram
- 3) Perform Project Initiation and Project Management tasks including providing an implementation plan and project schedule

- 4) Provide a Training Plan and perform training that incorporates training for end users, system administrators, user acceptance testing, train the trainer and module process configuration
- 5) Provide a Test Plan and collaboratively assist the testing effort that incorporates but is not limited to functional software testing, stress testing, user acceptance testing
- 6) Define, develop and produce automatic customer notifications and surveys upon ticket closures
- 7) Provide Professional Services for workflow analysis, process and module configuration to enable usage of the tool to meet business process requirements
- 8) Provide user and technical documentation that includes but is not limited to user guides, user manuals, implementation specifications, data dictionary and process flow diagrams
- 9) Provide assistance in developing, configuring and producing automatic reports for Incident Management and Service Management key performance indicators

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01		\$
02		\$

The total compensation under this Agreement shall not exceed [Insert Dollar Amount] [CHOICE #1- excluding New Mexico gross receipts tax. CHOICE #2 - including New Mexico gross receipts tax.]

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

- B. Issuance of Orders - Only written signed orders are valid under this Price Agreement. A Purchase Order is the approved form for the City issuing Contract Orders under this Price Agreement. [Remove this language if this is a not a Price Agreement but is a contract between the Contractor and a single agency or entity.]
- C. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on DATE. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of XXXX years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of

this Agreement.

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

8. **Amendment**

[Use this language if this Agreement is a Price Agreement:] This Price Agreement may be amended by mutual Agreement of the City and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS issued prior to the effective date of the amendment as mutually agreed upon. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided for in the bid and contract documents.

[Use this language if this Agreement is a contract between a Contractor and the City:]

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

[Use this language if this Agreement is a Price Agreement:]

A. Neither this price Agreement nor any orders placed under this price Agreement, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 10B below or as expressly authorized in writing by the City. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this price Agreement.

B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.

[Use this language if this Agreement is a contract between a Contractor and the City:]

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

[Use this language if this Agreement is a Price Agreement:]

The Contractor shall not subcontract any portion of any services to be performed under this Agreement without written approval from the City. The following sub-contractor(s) have been approved to supply resources for this Agreement

< _____ >.

[Use this language if this Agreement is a contract between a Contractor and the City:]

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the

City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent

jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the

coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any

other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor

knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Insert: Name of Individual, Position
City Name
E-mail Address
Telephone Number
Mailing Address

To Contractor: Enter Contractors information

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor: Enter Contractors information

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

CITY MAYOR/MANAGER

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____

Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM REQUEST FOR PROPOSALS ONLY:

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date






City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2019 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$11.80 PER HOUR

Santa Fe's Living Wage

-  The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
-  The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
-  All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?







-  The City to all full-time permanent workers employed by the City;
-  Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
-  Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;
-  Businesses required to have a business license or registration from the City; and
-  Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
-  For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

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Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:				
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N: Feature/Function cannot be provided.				
<div style="text-align: center;"> General and Technical Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module. </div>				
Req #	Description of Requirement	Criticality	Response	Comments
GF-1	Provide ability to customize screens and reports with minimal coding.	Mandatory		
GF-2	Provide ability to customize tracking fields, screens, and toolbars.	Mandatory		
GF-3	Provide security to control customizing of screen displays and other system functions.	Highly Desirable		
GF-4	Support database replication and synchronization.	Mandatory		
GF-5	Support e-mail notification functionality from within the service desk	Mandatory		
GF-6	Support pager notification functionality from within the service desk software.	Desirable		
GF-7	Support use of common macros for repetitive tasks.	Mandatory		
GF-8	Provide an auto-fill function that works for different department's screen template designs.	Mandatory		
GF-9	Support an internal spell checker.	Highly Desirable		
GF-10	Provide ability for technicians to remotely control any workstation within the LAN, WAN, Intranet, or across the Internet. (Identify which end user operating systems are supported). Solution should have direct or API capability for leveraging remote management.	Mandatory		

General and Technical

Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.

Req #	Description of Requirement	Criticality	Response	Comments
GF-11	Checks information for accuracy, completeness, validity, and authenticity as close to the point of origin as possible. Rules for checking the valid syntax of inputs (e.g., character set length, numerical range, acceptable values, drop-down lists, checksums, hashes, etc.) are in place to verify that inputs match specified definitions for format and content. Inputs passed to interpreters are prescreened to prevent the content from being unintentionally interpreted as commands.	Desirable		
GF-12	Identifies and handles error conditions in an expeditious manner without providing information that could be exploited by adversaries.	Highly Desirable		
GF-13	When viewing list of information (users, positions, products, groups) the information can be sorted in ascending/descending order based on a specific column simply by clicking on the header for that column.	Highly Desirable		
GF-14	Default options for various aspects of the system can be saved in cookies for quicker system operation. For example, saving report options so the report can be run quickly at a later time.	Highly Desirable		
GF-15	Ability to keep track of jobs that have passed to another group within the system. 'Watch this incident' - similar to 'watch this item' on eBay.	Highly Desirable		
GF-16	Allow capability to bill service desk usage back to various departments.	Desirable		
GF-17	Notifications can be customized to a variety of different notification methods based on various details of the job including priority, product, skill group and position, stage of the job.	Highly Desirable		

General and Technical

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Req #	Description of Requirement	Criticality	Response	Comments
GF-18	Ability to manage, inventory and track signed out assets.	Highly Desirable		
GF-19	Automatically transfer items to inventory upon receipt.	Desirable		
GF-20	Provide ability to create reports and graphs to analyze trends or distribution.	Mandatory		
GF-21	Provide the ability to create and manage requests for equipment setups, configuration, and loanout.	Mandatory		
GF-22	Accommodate service desk technician role change, rotation.	Mandatory		
GF-23	Accommodate service desk technician lunch and break coverage.	Mandatory		
GF-24	After the initial training and implementation, System must have the ability to add modules without professional services assistance from vendor	Mandatory		
GF-25	System must have design portal capabilities that includes business process design features	Mandatory		
GF-26	System must have a code less architecture	Mandatory		
GF-27	Ability to be administered by less than 1 FTE	Mandatory		
GF-28	System must have a single tenant architecture	Mandatory		
GF-29	System must have dedicated workspaces	Mandatory		
GF-30	System must have multi-level admins	Mandatory		
GF-30	System must have a responsive Mobile Capability	Mandatory		
GF-31	System must have an interactive Self-Help Tool	Mandatory		

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SLA Management Process Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.				
Req #	Description of Requirement	Criticality	Response	Comments
SLA-1	Support entry, maintenance and monitoring of Service Level Agreements (SLA).	Mandatory		
SLA-2	Support definition of SLA and indicators by area.	Highly Desirable		
SLA-3	Provide ability to associate an SLA with a problem ticket.	Highly Desirable		
SLA-4	Provide ability to measure resolution against SLA.	Highly Desirable		
SLA-5	Provide standard and ad-hoc reports for SLA owners.	Desirable		
SLA-6	Track and report staff and manager performance data based on SLA.	Desirable		
SLA-7	Provide ability to incorporate satisfaction surveys into SLA.	Desirable		
SLA-8	Track start and end dates for SLAs.	Desirable		
SLA-9	Provide ability to define IT components covered in SLA.	Desirable		
SLA-10	Provide ability to identify weak areas that need improvement based on case history.	Desirable		

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Incident Management Process Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.				
Req #	Description of Requirement	Criticality	Response	Comments
IM-1	Facilitate Incident matching? For example, listing all possible problem matches keyed on a categorization tree.	Highly Desirable		
IM-2	Enable and maintain the relationships between Incident, Known Error, and Problem records?	Highly Desirable		
IM-3	Facilitate Incident Management to notify and assign high priority Incidents to multiple destinations?	Mandatory		
IM-4	Support the ability to measure actual work time as well as support effort to resolve the incident?	Mandatory		
IM-5	Ability to log express calls for common tasks.	Highly Desirable		
IM-6	Ability to turn off or adjust escalations when reopening a request - with full audit trail.	Highly Desirable		
IM-7	Track the number of ticket "bounces" (multiple assignments), as well as the amount of time spent in each status/stage?	Highly Desirable		
IM-8	Provide ability to log and track service requests within a central database.	Mandatory		
IM-9	Provide ability to associate multiple users to one telephone extension.	Highly Desirable		
IM-10	Maintain a user profile and contact database with flexibility to add custom data fields.	Mandatory		
IM-11	Support submission of service requests via "free form" e-mail and SNMP messages, automatically retrieving text and creating new work orders with ticket numbers assigned to them.	Highly Desirable		

Incident Management Process				
Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.				
Req #	Description of Requirement	Criticality	Response	Comments
IM-12	Support submission of service requests via a Web browser or portal.	Mandatory		
IM-13	Automatically notify requester when a technician has been assigned to a call ticket.	Desirable		
IM-14	Provide ability to automatically e-mail status updates to users.	Mandatory		
IM-15	Allow technicians to schedule personal automatic reminders when creating or updating service requests.	Mandatory		
IM-16	Provide ability to create and track call tickets including caller demographics, devices involved in the incident, previous case history and actions toward resolution.	Mandatory		
IM-17	Service request records should include capture, update, and escalate data with ability to assign levels of priority and severity.	Mandatory		
IM-18	Automatically flag duplicate call tickets or service requests on input.	Mandatory		
IM-19	Support categorization of service requests with at least 3 tiers (e.g. type, category, area).	Mandatory		
IM-20	Provide ability to link tickets / requests together.	Mandatory		
IM-21	Provide ability to create parent / child tickets or break tickets into multiple items when necessary.	Highly Desirable		
IM-22	Provide ability to append multiple calls to an event / issue.	Mandatory		
IM-23	Track time for child ticket / tasks individually, with times and scheduling rolling up to a total for the parent issue / ticket.	Desirable		
IM-24	Provide ability to assign tickets by application, and by module within the application.	Highly Desirable		
IM-25	Support partial call ticket and work order assignments.	Desirable		
IM-26	Support display or link to current or planned outages and downtimes.	Mandatory		
IM-27	Provide standard call templates with ability to create new user-defined templates.	Mandatory		
IM-28	Provide ability to create call templates based on type of problem and route tickets to technician resources.	Mandatory		
IM-29	Provide ability to maintain and display caller history and problems.	Mandatory		

Incident Management Process				
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Req #	Description of Requirement	Criticality	Response	Comments
IM-30	Provide ability to view history by requester, responsible technician, priority, type, department, dates, etc.	Mandatory		
IM-31	Provide ability to view tickets by current user, analyst and by groups.	Mandatory		
IM-32	Provide ability to search for problem tickets by using multiple search criteria (e.g. full text searches on stored data).	Mandatory		
IM-33	Provide ability to distinguish internal tickets and those requiring vendor assistance.	Desirable		
IM-34	Provide display of pertinent issue hot-list to the technical groups.	Mandatory		
IM-35	Allow multiple problems to be assigned to a call ticket.	Highly Desirable		
IM-36	Provide ability to attach documents or other files to call tickets.	Mandatory		
IM-37	Provide ability to search attached documents by keyword or string of characters.	Mandatory		
IM-38	Allow multiple call tickets and work orders to be open simultaneously.	Mandatory		
IM-39	Support color coded display of tickets based on age of ticket or severity.	Highly Desirable		
IM-40	Provide ability to print hard copy of tickets with option to print audit log for an individual ticket.	Mandatory		
IM-41	Support automatic notification of overdue work orders or call tickets.	Mandatory		
IM-42	Provide ability to automatically send notice to requester upon completion of call ticket.	Highly Desirable		
IM-43	Support entry and processing of completion verification form after completion notice is sent to requester.	Highly Desirable		
IM-44	Provide option to leave status of call ticket or work order open until satisfactory completion is verified by requester.	Highly Desirable		
IM-45	Support automatic workflow control to determine routing of issues based on status and user-defined rules.	Highly Desirable		
IM-46	Provide ability to automatically route call tickets and/or work orders to appropriate departments.	Highly Desirable		

Incident Management Process				
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Req #	Description of Requirement	Criticality	Response	Comments
IM-47	Support automatic work escalation based on user-defined rules, time limits, priorities or other criteria.	Mandatory		
IM-48	Provide visual indicator of escalation urgency level.	Mandatory		
IM-49	Support user-defined data elements and decision criteria for the automatic creation of tasks, call tickets and work orders.	Desirable		
IM-50	Support workflow routing based on e-mail delivery.	Desirable		
IM-51	Provide ability for service desk staff to prioritize tasks.	Mandatory		
IM-52	Support Case-Based Reasoning (CBR) that uses past occurrences stored in a database to identify possible solutions for problem resolution.	Mandatory		
IM-53	Provide ability to trigger events within system, based on updates to call tickets or work orders.	Highly Desirable		
IM-54	Support user-defined definition of events initiated by triggers.	Desirable		
IM-55	Provide ability to automatically generate tasks, call tickets and work orders based upon receiving vendor notices via e-mail, etc.	Desirable		
IM-56	Support automatic triggers for equipment and software component warranty terms and conditions.	Highly Desirable		
IM-57	Provide ability to define triggers that automatically notify technicians via pager or e-mail.	Mandatory		
IM-58	Provide iOS and Android application for mobile techicians.	Mandatory		
IM-59	Support integration with Automatic Call Distribution system. (Screen pops, user identification, etc.)	Desirable		
IM-60	Provide a web-based tool that creates ticket and solution templates based on inputs. (Helpful in defining solution templates and FAQs)	Highly Desirable		
IM-61	Support customizable levels of tracking, work flow and call routing by team, technician, call type, etc.	Highly Desirable		
IM-62	Provide ability to dispatch tickets to groups, individuals, or both at the same time.	Mandatory		
IM-63	Request details are modifiable with full audit trail.	Mandatory		
IM-64	Products or services can be linked to skill groups and displayed by skill group.	Desirable		
IM-65	The ability to record the method for the initiation of the request (e.g.. E-mail, phone, face to face, automated process)	Mandatory		

Incident Management Process				
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Req #	Description of Requirement	Criticality	Response	Comments
IM-66	The system makes a very clear and obvious distinction between operations that are being performed on incidents, problems, and the various other records in the system.	Mandatory		
IM-67	The ability to create service requests or otherwise distinguish requests for work from incidents.	Mandatory		
IM-68	The ability to create resolution scripts for service desk staff - A course of action based on a decision tree.	Highly Desirable		
IM-69	Display current top (top 10) incidents/problems.	Highly Desirable		
IM-70	Flexible notification options - providing the ability to send (cc or bcc) to multiple recipients.	Highly Desirable		
IM-71	Escalation to anyone including end-user in response to triggers or a lapse of time (e.g. a period of inactivity).	Mandatory		
IM-72	The ability to route tickets to default service desk staff based upon a particular product/categorization.	Desirable		
IM-73	The capacity for clients to respond to e-mails, with an entry being written to the incident log, and a notification sent to the support staff.	Highly Desirable		

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Service Catalog Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.				
Req #	Description of Requirement	Criticality	Response	Comments
SC-1	Permit the creation and publication of a Service Catalog that includes a description of service features, functions, and benefits in business terms.	Mandatory		
SC-2	Support the notion of service levels including available service options, pricing and costing - defined dynamically with references to user-defined attributes.	Highly Desirable		
SC-3	Support multiple views of the service catalog including a customer view, a financial and demand management view, and an IT view.	Desirable		
SC-4	Support the bundling of service components into service options.	Desirable		
SC-5	Support the creation and publication of service components that include both professional and technical services.	Desirable		
SC-6	Facilitate service request form with request fulfillment workflow.	Highly Desirable		
SC-7	Support distributed, roles-based service catalog management design (and maintenance), enabling different aspects of the service catalog to be configured and maintained by different service managers? If so, how	Highly Desirable		
SC-8	Facilitate mass editing of service components for managing complex, enterprise-wide set of services.	Desirable		
SC-9	Provide a standard dictionary for re-usable service components.	Desirable		

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Req #	Description of Requirement	Criticality	Response	Comments
SC-1	Permit the creation and publication of a Service Catalog that includes a description of service features, functions, and benefits in business terms.	Mandatory		
SC-10	Provide the ability to display the service catalog via a Web interface leveraging intuitive search functionality to enable users to easily locate service offerings or service components? If so, what type of search protocol is used.	Mandatory		
SC-11	Support keywords for searching - including synonyms for service components? How are keywords identified, managed, and what is the limit on the number of keywords.	Mandatory		
SC-12	Provide the ability to support and enforce an authorization process related to assessing the Service Catalog.	Mandatory		
SC-13	Provide the ability to manage the service lifecycle status from strategy to design through transition, operation, maintenance, and retirement.	Highly Desirable		
SC-14	Provide the ability to complete a detailed price/cost modeling to determine the cost unit structure for each service offering.	Highly Desirable		
SC-15	Provide charge-back capabilities related to service offerings and service consumption.	Highly Desirable		
SC-16	Provide the ability to manage service agreements against service offerings contained in the service catalog.	Highly Desirable		

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Req #	Description of Requirement	Criticality	Response	Comments
SC-1	Permit the creation and publication of a Service Catalog that includes a description of service features, functions, and benefits in business terms.	Mandatory		
SC-17	Facilitate the publication of different service levels for the same service (e.g., bronze, silver, and gold levels).	Desirable		
SC-18	Provide a library of pre-package IT services with preview and mass-editing capabilities.	Desirable		

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Change Management Process				
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Req #	Description of Requirement	Criticality	Response	Comments
ChM-1	Facilitate the recording and storage of RFCs in an easily accessible format.	Mandatory		
ChM-2	Allow only authorized personnel to submit RFCs	Mandatory		
ChM-3	Facilitate the monitoring and tracking of the life cycle of a change request.	Mandatory		
ChM-4	Facilitate the ability to manage, read, write, and modify access for the change coordinator, change builders, testers, etc. to update the RFC throughout the change lifecycle.	Mandatory		
ChM-5	Facilitate the routing of RFCs to the appropriate authorization bodies as defined within the ITIL Change Management Process.	Mandatory		
ChM-6	Facilitate the ability to reject changes.	Mandatory		
ChM-7	Facilitate the recording of impact assessment information within the change record in order to support the change authorization process.	Mandatory		
ChM-8	Facilitate the production of change schedules (Forward Schedule of Changes (FSC)).	Highly Desirable		
ChM-9	Facilitate the recording of back-out procedures within the change record?	Highly Desirable		
ChM-10	Facilitate notification and escalation throughout the change lifecycle should service levels be breached.	Highly Desirable		
ChM-11	Facilitate the scheduling of change reviews for implemented changes after definable time periods.	Mandatory		

Change Management Process

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Req #	Description of Requirement	Criticality	Response	Comments
ChM-12	Facilitate customization of reporting functions? If so, what type of report technology is used.	Highly Desirable		
ChM-13	Support a change moratorium period: (1) same moratorium for all services, (2) different moratorium for different services, and (3) disallows/warns of scheduling of changes during a moratorium period.	Highly Desirable		
ChM-14	Facilities for establishing and maintaining the logical association between known errors and changes.	Highly Desirable		
ChM-15	Facilitate the closure of known errors, problems, and incidents when a related change is successfully implemented. Include relationships between multiple changes, problems, and known errors.	Desirable		
ChM-16	Facilitate the communication of change information and schedules that can be distributed to the service desk and user groups. For example, the use of e-mail and whiteboard communication methods.	Desirable		
ChM-17	Allow for online viewing of the FSC by users, and the ability to expand to a detailed view of individual events.	Highly Desirable		
ChM-18	Show changes that are planned and yet to be approved.	Highly Desirable		
ChM-19	Facilitate the problem management process being kept apprised of future, current, and historic changes.	Highly Desirable		
ChM-20	Facilitate the task of updating CI information in the CMDB.	Highly Desirable		
ChM-21	Access CI detail to assist in the assessment of change authorization.	Desirable		
ChM-22	Use the knowledge of architecture infrastructure to assess impact.	Desirable		
ChM-23	Built-in Outage Calendar?	Mandatory		
ChM-24	Track planned outages as specified by RFC, vs. unplanned downtime (recorded by Incident Management).	Highly Desirable		

Change Management Process

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Req #	Description of Requirement	Criticality	Response	Comments
ChM-25	Facilitate the identification of post implementation impact and resource utilization for completed changes. Planned vs. actual resource utilization be tracked and analyzed.	Mandatory		
ChM-26	Incidents and problems resulting from an implemented change easily identified.	Highly Desirable		
ChM-27	Automate the sending of user notification using customizable templates. The templates should be capable of using fields from the RFC.	Highly Desirable		
ChM-28	Identify the user community affected by the proposed changes. This capability would be required for impact assessment.	Highly Desirable		
ChM-29	Support the notion of change templates for repetitive RFCs.	Mandatory		

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:			
	S: Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City.			
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	N: Feature/Function cannot be provided.			
Problem Management Process				
Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.				
Req #	Description of Requirement	Criticality	Response	Comments
P-1	Facilitate the recording and storage of RFCs in an easily accessible format.	Mandatory		
P-2	Allow only authorized personnel to submit RFCs	Mandatory		
P-3	Facilitate the monitoring and tracking of the life cycle of a change request.	Mandatory		
P-4	Facilitate the ability to manage, read, write, and modify access for the change coordinator, change builders, testers, etc. to update the RFC throughout the change lifecycle.	Mandatory		
P-5	Facilitate the routing of RFCs to the appropriate authorization bodies as defined within the ITIL Change Management Process.	Mandatory		
P-6	Facilitate the ability to reject changes.	Mandatory		
P-7	Facilitate the recording of impact assessment information within the change record in order to support the change authorization process.	Mandatory		
P-8	Facilitate the production of change schedules (Forward Schedule of Changes (FSC)).	Highly Desirable		
P-9	Facilitate the recording of back-out procedures within the change record?	Highly Desirable		
P-10	Facilitate notification and escalation throughout the change lifecycle should service levels be breached.	Highly Desirable		
P-11	Facilitate the scheduling of change reviews for implemented changes after definable time periods.	Mandatory		

Problem Management Process

Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.

Req #	Description of Requirement	Criticality	Response	Comments
P-12	Facilitate customization of reporting functions? If so, what type of report technology is used.	Highly Desirable		
P-13	Support a change moratorium period: (1) same moratorium for all services, (2) different moratorium for different services, and (3) disallows/warns of scheduling of changes during a moratorium period.	Highly Desirable		
P-14	Facilities for establishing and maintaining the logical association between known errors and changes.	Highly Desirable		
P-15	Facilitate the closure of known errors, problems, and incidents when a related change is successfully implemented. Include relationships between multiple changes, problems, and known errors.	Desirable		
P-16	Facilitate the communication of change information and schedules that can be distributed to the service desk and user groups. For example, the use of e-mail and whiteboard communication methods.	Desirable		
P-17	Allow for online viewing of the FSC by users, and the ability to expand to a detailed view of individual events.	Highly Desirable		
P-18	Show changes that are planned and yet to be approved.	Highly Desirable		
P-19	Facilitate the problem management process being kept apprised of future, current, and historic changes.	Highly Desirable		
P-20	Facilitate the task of updating CI information in the CMDB.	Highly Desirable		
P-21	Access CI detail to assist in the assessment of change authorization.	Desirable		
P-22	Use the knowledge of architecture infrastructure to assess impact.	Desirable		
P-23	Built-in Outage Calendar?	Mandatory		
P-24	Track planned outages as specified by RFC, vs. unplanned downtime (recorded by Incident Management).	Highly Desirable		

Problem Management Process

Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.

Req #	Description of Requirement	Criticality	Response	Comments
P-25	Facilitate the identification of post implementation impact and resource utilization for completed changes. Planned vs. actual resource utilization be tracked and analyzed.	Mandatory		
P-26	Incidents and problems resulting from an implemented change easily identified.	Highly Desirable		
P-27	Automate the sending of user notification using customizable templates. The templates should be capable of using fields from the RFC.	Highly Desirable		
P-28	Identify the user community affected by the proposed changes. This capability would be required for impact assessment.	Highly Desirable		
P-29	Support the notion of change templates for repetitive RFCs.	Mandatory		

Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators: S: Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City. F: Feature/Function will be available in a future software release available to the City by January 1, 2018 at which point it will be implemented in accordance with agreed upon configuration planning with the City. C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications. All related customization costs should be indicated in Attachment I – Cost Worksheet. T: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified. N: Feature/Function cannot be provided.				
<p align="center">Asset and Configuration Management Process</p> <p>Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.</p>				
Req #	Description of Requirement	Criticality	Response	Comments
CoM-1	Facilitate the registration and management of an organization's Configuration Items (CI). For example, hardware, software, contracts, and SLAs.	Highly Desirable		
CoM-2	Facilitate the recording of CI attributes. For example, serial number, version, and location attributes.	Highly Desirable		
CoM-3	Facilitate the automated validation of CI data. For example, all CI names unique.	Highly Desirable		
CoM-4	Facilitate the establishment of relationships between CI. For example, parent / child, peer-to-peer, upstream / downstream relationships.	Highly Desirable		
CoM-5	Support customizable CI lifecycle status management. For example, planned, ordered, under development, in test, implementation, production, in repair/ maintenance.	Highly Desirable		
CoM-6	Facilitate only authorized access to the CMDB for read, write, and modify activities.	Mandatory		
CoM-7	Facilitate the recording of CI baseline information. For example, reverting to a previous version of CI configuration in the event that a change fails.	Highly Desirable		
CoM-8	Facilitate the logging of historical changes to the CI record for auditing purposes. For example, installation date, records of changes, previous locations. Is there a limitation on size? Is there archiving capability?	Highly Desirable		

Asset and Configuration Management Process

Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.

Req #	Description of Requirement	Criticality	Response	Comments
CoM-9	Facilitate the verification of the CI data with the actual physical infrastructure by manual means. For example, the use of Systems management tools to validate real time vs. static information.	Desirable		
CoM-10	Provide flexible management reports regarding CI inventory, and asset to facilitate configuration audits.	Highly Desirable		
CoM-11	Provide flexible management reports regarding CI financial information to facilitate configuration audits?	Desirable		
CoM-12	Facilitate relating CI's to user accounts.	Desirable		
CoM-13	Facilitate the integration of CMDB data with Incident records.	Highly Desirable		
CoM-14	Facilitate Incident Management in providing criticality and impact indicators of failed CIs for classification of incident records.	Desirable		
CoM-15	Facilitate the integration of CMDB data within Problem Management records.	Highly Desirable		
CoM-16	Facilitate proactive Problem Management by identifying infrastructure components that are problematic or unstable. For example, status accounting provides information about weak or maintenance prone configuration item.	Highly Desirable		
CoM-17	Facilitate the integration of CMDB data within the Change Management records.	Highly Desirable		
CoM-18	Facilitate the assessment and approval of change requests by providing information on affected CI.	Desirable		
CoM-19	Facilitate the identification of different RFCs that pertain to the same CI.	Highly Desirable		
CoM-20	Facilitate the recording of CI status changes when changes are proposed or authorized changes are implemented. For example: nature of change, future status, scheduled date of change.	Desirable		
CoM-21	Provide a form of (graphic) display to show the relationships between CI.	Highly Desirable		
CoM-22	Facilitate scheduled configuration audits.	Desirable		

Asset and Configuration Management Process

Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.

Req #	Description of Requirement	Criticality	Response	Comments
CoM-23	Automate the updating of the live environment. For example, integration with software release packages for software or virus definition updates.	Desirable		
CoM-24	Customize the CI relationship models to meet organizational requirements.	Highly Desirable		
CoM-25	Facilitate the automated reestablishment of parent and child relationships when CI are added, deleted, or updated.	Highly Desirable		
CoM-26	Allow for reporting and reconciling discrepancies between live environment and CMDB.	Highly Desirable		
CoM-27	Allow for reporting and reconciling discrepancies between federated databases.	Highly Desirable		
CoM-28	Have the ability to define a Standard Operating Environment (baseline); e.g., tracking the baseline of desktop computers being deployed.	Highly Desirable		
CoM-29	Provide API access to the CMDB.	Highly Desirable		
CoM-30	Integrate with Active Directory? Or other LDAP technologies.	Highly Desirable		
CoM-31	Provide ability to track equipment ownership and service history.	Mandatory		
CoM-32	Track hardware and software vendor information.	Highly Desirable		
CoM-33	Provide ability to track hardware defects.	Highly Desirable		
CoM-34	Track software and hardware installation information.	Mandatory		
CoM-35	Track maintenance and lease information.	Mandatory		
CoM-36	Track product and support information.	Highly Desirable		
CoM-37	Support bar coding and scanning with handheld scanners to track inventory.	Desirable		
CoM-38	Provide ability to produce asset tag labels.	Desirable		
CoM-39	Support equipment RMA process tracking.	Desirable		
CoM-40	Print inventory report.	Mandatory		

Asset and Configuration Management Process

Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.

Req #	Description of Requirement	Criticality	Response	Comments
CoM-41	Provide ability to track and manage software licenses and software agreements.	Desirable		
CoM-42	Support parent / child structure for hardware component tracking with user defined items or components.	Desirable		
CoM-43	Provide ability to remotely audit and inventory workstation hardware and software components.	Desirable		
CoM-44	Automatically retrieve and store workstation configuration (e.g. CPU, OS version, ROM BIOS info, memory info, disk info, printer info, video info, and all system devices)	Mandatory		
CoM-45	Automatically capture workstation startup files (autoexec.bat, win.ini, etc.)	Desirable		
CoM-46	Maintain audit history of all changes to workstations.	Desirable		
CoM-47	Facilitate secure and role-based access to the Configuration Management Database to navigate, modify and extract Incident related information.	Highly Desirable		
CoM-48	Access user data from Active Directory and LDAP. Automatic reorganizations and re-assignment of staff by organization. What types of user data is required.	Highly Desirable		
CoM-49	Support an interface with the Change Management tool to determine whether scheduled changes provide a solution to an existing Incident(s).	Highly Desirable		
CoM-50	Solution should have direct or API capability for leveraging workflow into ERP system.	Desirable		

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Knowledge Database Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.				
Req #	Description of Requirement	Criticality	Response	Comments
KD-1	Provide a knowledge base of solutions for software installation and use, hardware issues, printing, networking, product maintenance, etc.	Mandatory		
KD-2	Support integration with and use of commercially available third-party knowledge databases.	Desirable		
KD-3	Provide ability to create and maintain a knowledge base that can be generated from an issue list.	Mandatory		
KD-4	Provide ability to search knowledge base by keyword, Boolean string or string of characters.	Mandatory		
KD-5	Provide ability to import issues into the knowledge base.	Mandatory		
KD-6	Provide ability to integrate and work with software application help files.	Highly Desirable		
KD-7	Provide ability to define FAQs and knowledge base that can be queried by user community 24/7.	Mandatory		
KD-8	Provide ability to make knowledge base accessible for training purposes.	Desirable		
KD-9	Support the adding of problem resolutions to the knowledge base for review purposes.	Mandatory		
KD-10	Provide ability to update and add additional instructions based on "ticket/request" type.	Mandatory		
KD-11	Support automatic operator assistance for first line fixes and support.	Desirable		

Knowledge Database

Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.

Req #	Description of Requirement	Criticality	Response	Comments
KD-12	Provide ability to search for answers in a knowledge base or customized FAQs before logging a work order.	Highly Desirable		
KD-13	Provide ability to manage access to knowledge base, per user environment and needs.	Mandatory		
KD-14	Provide incident / problem scripts for analyst to follow.	Desirable		
KD-15	Support "Did you try...?" prompts when creating new calls.	Mandatory		
KD-16	Support user-defined resolution codes that are a dynamic part of the knowledge base.	Desirable		
KD-17	Provide an already established knowledge base for general IT solutions as part of the basic software package.	Desirable		
KD-18	Support auto prompts with matches in knowledge base as the problem description is entered.	Desirable		

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End User Interface				
Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.				
Req #	Description of Requirement	Criticality	Response	Comments
EU-1	Provide a simple front-end to allow users to log their own tickets and track them to closure via a Web browser or portal.	Highly Desirable		
EU-2	Support user-definable categories for call tickets that facilitate help desk staff to ask questions leading to a resolution.	Highly Desirable		
EU-3	Require cost center and department name to be gathered for each request or issue.	Highly Desirable		
EU-4	Provide ability for users to search a "solutions database" for answers to typical questions, minor problems, known issues, etc.	Mandatory		
EU-5	Support a user suggestion box input screen.	Mandatory		
EU-6	Provide ability for requesters to give approval ratings to their closed requests.	Desirable		
EU-7	Provide ability for requesters to auto-generate approval e-mails to help desk manager.	Desirable		
EU-8	Support graphical user interface GUI (e.g. Windows, buttons, toolbars, mouse, etc.) and menu-driven user control and initiation of system functions.	Mandatory		
EU-9	Support ability to use Web browser (e.g. Chrome, Internet Explorer) to access system functions over Internet or internal intranet.	Mandatory		
EU-10	Provide keyboard shortcuts (e.g. Ctrl-C, Alt-F) or menu bypass functions for experienced users to quickly execute system functions.	Highly Desirable		

End User Interface

Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.

Req #	Description of Requirement	Criticality	Response	Comments
EU-11	Provide on-line help screens to assist novice users in all applications.	Desirable		
EU-12	Support the use of "drag-and-drop" with mouse as option to visually initiate system functions	Desirable		
EU-13	Provide ability for system administrator (or other authorized user) to modify screen layouts and flow with minimal programming effort.	Highly Desirable		
EU-14	Meets W3C Web Content Accessibility Guidelines	Mandatory		
EU-15	The system inserts default values automatically where possible. Default values are customizable by support staff.	Highly Desirable		
EU-16	The solution allows users to define their default printer for automatic printing jobs on creation.	Desirable		
EU-17	Print on demand is via standard browser printing API.	Highly Desirable		
EU-18	Message board that can be used globally across groups or locally.	Desirable		
EU-19	The ability to display system status messages.	Highly Desirable		
EU-20	Fully Web-based interface (containing all application functions) for support staff. If so, any browser compatibility issues?	Mandatory		
EU-21	Full client and request details are shown in the request logging window. Is this customizable?	Desirable		
EU-22	User details in the system can easily be permanently updated by the user themselves.	Highly Desirable		
EU-23	Support online "news" and/or status reports to keep users updated of current issues, situations, training, etc.	Mandatory		

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Admin Features

Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.

Req #	Description of Requirement	Criticality	Response	Comments
AF-1	Provide ability to generate service desk work lists for service desk staff.	Mandatory		
AF-2	Provide ability to notify service desk staff via e-mail, pager or PDA.	Mandatory		
AF-3	Provide ability to track duration and work effort involved to close call tickets.	Mandatory		
AF-4	Provide ability for analysts to review their daily, weekly, monthly and annual activity.	Mandatory		
AF-5	Provide ability to poll technicians workload for availability.	Mandatory		
AF-6	Provide ability to assign technicians to call tickets and monitor their progress.	Mandatory		
AF-7	Provide visual indicators of technician and analyst workload.	Desirable		
AF-8	Track call volume trends by individual and groups.	Mandatory		
AF-9	Track work history by individual and group, regardless of who closes the ticket.	Mandatory		
AF-10	Provide service desk analyst performance metrics (e.g. tickets created, closed first call, time to close, dispatch vs. closed ratio).	Mandatory		
AF-11	Provide ability to send notifications when tickets have passed deadlines.	Mandatory		
AF-12	Track work-order costs and support charge-backs to benefiting departments, organizations, etc.	Desirable		

Admin Features

Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.

Req #	Description of Requirement	Criticality	Response	Comments
AF-13	Provide management view summary displays of service desk activity with reporting at different levels (e.g. department, organization, etc.).	Mandatory		
AF-14	Provide ability to run software on standard Web application servers.	Mandatory		
AF-15	Provide ability to monitor, measure, and manage business processes with real-time graphical displays.	Highly Desirable		
AF-16	Describe what system, client and network management capabilities your solution integrates with.**Exclude from bid costing**	Highly Desirable		
AF-17	Describe what third-party system, client and network management tools your solution integrates with.	Highly Desirable		
AF-18	Support secure transaction capabilities.	Mandatory		

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Reporting				
Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.				
Req #	Description of Requirement	Criticality	Response	Comments
R-1	Print report of all open / closed call tickets.	Highly Desirable		
R-2	Print report of response times from open to close of ticket.	Highly Desirable		
R-3	Provide standard management reports and graphs to monitor issues, backlog, and performance statistics.	Mandatory		
R-4	Provide a flexible query or reporting tool to retrieve issues or service requests from the database with user-defined search criteria.	Highly Desirable		
R-5	Provide ability to analyze trends and evaluate performance levels.	Highly Desirable		
R-6	Provide ability to monitor response times to assignments by technician, time period and other attributes selected by user.	Mandatory		
R-7	Support call ticket trend reporting showing call volume per department to the individual and problem / incident level of detail.	Highly Desirable		
R-8	Provide ability to report tickets or requests by type, assigned to, status, ticket request description, notes, status comments.	Mandatory		
R-9	Support backlog ticket analysis and tracking.	Highly Desirable		
R-10	Provide ability to print an aged ticket report.	Mandatory		

Reporting

Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.

Req #	Description of Requirement	Criticality	Response	Comments
R-11	Maintain detail work hours and expenses by task, date, resource, location, and other attributes for task activities to facilitate reporting.	Desirable		
R-12	Generate duration reports based upon incident status (e.g., Aging of incidents)? Can the tool be customized for specific support coverage and holidays?	Highly Desirable		
R-13	Provide option to direct printed reports to screen (for viewing) or "spool" file on disk, and not print to hard copy.	Mandatory		
R-14	Provide user-friendly report generator software with graphical user interface.	Mandatory		
R-15	Provide access to system maintained data element definitions within report writer software.	Mandatory		
R-16	Report writer support SQL (Structured Query Language).	Highly Desirable		
R-17	Includes standard reports which provide feedback on adherence to ITSM processes	Highly Desirable		
R-18	Reporting interface is functional, flexible and user friendly.	Highly Desirable		
R-19	Reporting wizard which will assist staff in the creation of reports.	Highly Desirable		
R-20	Report on service commitments - time to acknowledge and respond.	Highly Desirable		
R-21	The ability to report on incidents for a service where the service was unavailable due to dependence on other systems.	Desirable		
R-22	Ability to interface with SQL Server to utilize its graphical reporting capabilities.	Highly Desirable		
R-23	Built-in reporting of KPIs.	Mandatory		
R-24	The solution allows staff to filter / hide specific data selected in the report	Highly Desirable		
R-25	Provide ability to download data into popular PC spreadsheet, database and word processing file formats.	Mandatory		

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Technical Support				
Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.				
Req #	Description of Requirement	Criticality	Response	Comments
TS-1	Provide complete turnkey on-site implementation and project management support.	Desirable		
TS-2	Provide on-site training to technicians.	Mandatory		
TS-3	Maintain and allow on-line access to a system-wide data dictionary.	Highly Desirable		
TS-4	Provide data management design that supports integration and sharing of data among all applications.	Desirable		
TS-5	Provide data management features that eliminate the redundant maintenance of duplicate data (e.g. relational database, etc.).	Mandatory		
TS-6	Support ODBC (Open Database Connectivity) protocols for data access.	Desirable		
TS-7	Support SQL (Structured Query Language) to query, update, and manage system databases.	Highly Desirable		
TS-8	Support TCP/IP networking protocols for communication among networked devices (e.g. PC's, file servers, networked printers).	Mandatory		
TS-9	Provide ability to journal transactions for a forward recovery.	Mandatory		
TS-10	Provide for transactional integrity and recoverability through system failure, power outage, etc.	Mandatory		
TS-11	Support interface to bar code readers.	Highly Desirable		

Technical Support

Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.

Req #	Description of Requirement	Criticality	Response	Comments
TS-12	Provide complete set of user manuals for all software applications to document and explain system features and functions.	Highly Desirable		
TS-13	Provide technical documentation for support staff including system overviews, design, flowcharts, and file layouts.	Mandatory		
TS-14	Provide future software releases and updates to all applications as part of regular software maintenance fees.	Mandatory		
TS-15	Provided toll free customer support 24 hours, seven days per week.	Highly Desirable		
TS-16	Provide vendor support via remote connectivity, modem, VPN or terminal services.	Highly Desirable		
TS-17	Indicate to what degree the solution adopts ITIL best practices and any ITIL processes not supported.	Mandatory		
TS-18	The system allows for live backup of the database.	Mandatory		
TS-19	Includes extensive and powerful data import and export utilities.	Mandatory		
TS-20	The solution uses standard technologies for OS, network, Web, and database, including Windows Server and SQL Server?	Highly Desirable		
TS-22	Notifications on items in the system can be modified on a per job basis after a job has been logged into the system.	Desirable		

Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators: S: Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City. F: Feature/Function will be available in a future software release available to the City by January 1, 2018 at which point it will be implemented in accordance with agreed upon configuration planning with the City. C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications. All related customization costs should be indicated in Attachment I – Cost Worksheet. T: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified. N: Feature/Function cannot be provided.				
<p style="text-align: center;">Security</p> <p>Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.</p>				
Req #	Description of Requirement	Criticality	Response	Comments
Se-1	If the application requires local accounts, include automated mechanisms to support the management of system accounts.	Highly Desirable		
Se-2	If the application requires local accounts, applications include automated mechanisms to audit account creations, modifications, disabling and termination actions and to notify appropriate individuals.	Mandatory		
Se-3	Enforces a limit of consecutive, invalid access attempts by a user during a specified time period.	Mandatory		
Se-4	Activates session lock mechanisms automatically after a period of inactivity and users can directly initiate session lock mechanisms.	Mandatory		
Se-5	Generates audit records for system-defined events.	Mandatory		
Se-6	Produces audit records that contain sufficient information to establish what events occurred, the sources of the events, and the outcome of the events. The capability to include additional, more detailed information in the audit record for audit events identified by type, location, or subject is provided.	Mandatory		
Se-7	In the event of an audit processing failure, the system alerts appropriate system staff and takes some corrective action.	Mandatory		
Se-8	Automated mechanisms are employed to alert system staff of system-defined inappropriate or unusual activities with security implications.	Highly Desirable		

Security

Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.

Req #	Description of Requirement	Criticality	Response	Comments
Se-9	Provide an audit reduction and report capability to support after-the-fact investigations of security incidents without altering original audit records.	Highly Desirable		
Se-10	Provides time stamps (including date and time) for use in audit record generation using internal system clocks.	Mandatory		
Se-11	Audit information and audit tools are protected from unauthorized access, modification, and deletion. Audit information includes all information (e.g. audit records, audit settings, and audit reports) needed to successfully audit information system activity.	Mandatory		
Se-12	Obscures feedback of authentication information during the authentication process to protect the information from possible exploitation/use by unauthorized individuals (displaying asterisks when a user types in a password is an example of obscuring feedback).	Mandatory		
Se-13	Protects the integrity of transmitted information by implementing controls such as Transport Layer Security (TLS), IPsec, DNS message authentication and integrity verification, SSH, VPN, etc.	Mandatory		
Se-14	Protects the confidentiality of transmitted information by implementing controls such as Transport Layer Security (TLS), IPsec, SSH, VPN, etc.	Mandatory		
Se-15	Terminate a network connection at the end of a session or after a system-defined period of inactivity.	Highly Desirable		
Se-16	Implements cryptographic mechanisms that comply with applicable laws, policies, directives, standards, guidance, etc.	Mandatory		
Se-17	Provides mechanisms to protect the authenticity of communications sessions.	Highly Desirable		
Se-18	Provides capability to auto populate questions used in password reset. Requires integration with the City's LDAP directory.	Highly Desirable		
Se-19	Provide multi-level password security down to options within menus.	Desirable		

Security

Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.

Req #	Description of Requirement	Criticality	Response	Comments
Se-20	Security can be set on reports queued in the system so only specific system users can view and edit them.	Highly Desirable		

Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators: S: Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City. F: Feature/Function will be available in a future software release available to the City by January 1, 2018 at which point it will be implemented in accordance with agreed upon configuration planning with the City. C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications. All related customization costs should be indicated in Attachment I – Cost Worksheet. T: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified. N: Feature/Function cannot be provided.				
<p align="center">Purchasing</p> <p>Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.</p>				
Req #	Description of Requirement	Criticality	Response	Comments
Pu-1	Ability to manage, track inventory, and drive purchasing for on-site service operations.	Highly Desirable		
Pu-2	Maintain purchasing and warranty history.	Mandatory		
Pu-3	Provide ability to search purchasing history by PO number, vendor, amount, purchaser, dates, etc.	Highly Desirable		
Pu-4	Provide ability to track RMA's (returned merchandise authorizations) and orders.	Desirable		
Pu-5	Provide ability to track invoices.	Desirable		
Pu-6	Support inventory lifecycle management to track item from purchase request to final disposal.	Highly Desirable		
Pu-7	Track work-order costs and support charge-backs to benefiting departments, organizations, etc.	Mandatory		
Pu-8	Require cost center and department name to be gathered for each request or issue as well as fund availability	Highly Desirable		
Pu-9	Provide the ability to complete a detailed price/cost modeling to determine the cost unit structure for each service offering.	Highly Desirable		
Pu-10	Support the creation of customized reports related to services based costing, consumption, and recovery? If so, what type of reporting technology is used.	Highly Desirable		
Pu-11	Support the notion of service levels including available service options, pricing and costing - defined dynamically with references to user-defined attributes.	Highly Desirable		

Purchasing

Instructions: Please indicate whether or not your organization can meet each of the documented requirements below. For all Mandatory and Highly Desirable requirements, please include a detailed description of how the service desk solution will fill the requirements, inclusive of product name and applicable module.

Req #	Description of Requirement	Criticality	Response	Comments
Pu-12	If replacing old equipment , a field to enter serial number for software deactivation	Desirable		

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Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
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F: Feature/Function will be available in a future software release available to the City by January 1, 2018 at which point it will be implemented in accordance with agreed upon configuration planning with the City.
C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications. All related customization costs should be indicated in Attachment I – Cost Worksheet.
T: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified.
N: Feature/Function cannot be provided.

Interfaces

Potential Interfaces

The City has developed a list of potential interfaces for the future Information Technology Service Management System (ITSM System). For the purpose of this procurement, a "system interface" involves the exchange of data, in real-time or batch mode to and/or from the external system and the ITSM System with automation and/or workflow without the need for manual manipulation of the data format. In special cases, where technically feasible, an interface may involve real time interaction with external system software to invoke processing on that external system for real-time viewing in the ITSM System. In several instances, interfaces in this list may not be required if the future itsm System can provide needed functionality. Conversely intended replacements of existing third-party systems may be adjusted if functionality in the future ITSM System is not adequate. As a result, the City has developed a list of potential interfaces for vendors to respond to so that the City may consider its future applications environment. The types of integration are:

SEND: The ERP system will only need to SEND data to the third party application.

RECEIVE: The ERP system will only need to RECEIVE data from the third party application.

BOTH: The ERP system will need to both SEND and RECEIVE information to/from the third party application.

Req #	System/ Interface	Vendor	Version	Database Platform	Type of Integration	Reason for Integration	Additional City Comments	City Criticality	Vendor Response	Method of Integration (API, XML, HTTP, etc.)	Cost to Develop	Vendor Comments
INT.1	Munis	Tyler	9.3, 10.2	SQL Version TBD	BOTH	New tool must receive and transmit data and integrate with Purchasing, Inventory, Work Order and Contract	This new tool is scheduled to Go Live in July 2018 (Core Financials) and April 2019 (Work Order)	Critical				
INT.2	Warranty System	Dell			RECEIVE	Asset Management		Highly Desirable				
INT.3	Active Directory	Microsoft	2008 R2	Windows Server	BOTH	Single Sign On		Critical				
INT.3	Risk Sense	RiskSense	3.0	SAAS	RECEIVE	Vulnerability Management	RiskSense Platform in place, could itself initiate a ticket in the ITSM tool when a trigger or threshold is met	Highly Desirable				

Attachment B -Cost and Resource Hours Worksheets - ITSM

Vendor Hosted Cost Worksheet								
Cost Worksheet Instructions: Provide a cost response for each cost area, based upon system modules for a Vendor-hosted application. The pricing should be based on the detailed functionality that the City requires for each functional area. When a single price may be provided for a group of modules, please provide that cost with a notation. All additional costs should be captured in the respective areas.								
Cost Area (Tab No. from Attachment B - Functional and Technical Requirements)	Incident Management Module	Service Request Management Module	Knowledge Management Module	Problem Management Module	Change Management Module	Release Management Module	Asset & Configuration Management	Total
One-Time Costs:								
Software License Costs								0
Software Customization Costs								0
Interfaces/Integration Costs - Items marked CRITICAL								0
Interfaces/Integration Costs - Items marked DESIRED								0
Data Conversion Cost CRITICAL	NA	NA	NA	NA	NA	NA	NA	0
Data Conversion Cost DESIRED	NA	NA	NA	NA	NA	NA	NA	0
Professional Service Costs (not including integration and interfaces)								0
Training Costs								0
Server Hardware Costs								0
Expenses (miscellaneous)								0
Total One-Time Costs	0	0	0	0	0	0	0	0
Recurring Maintenance and Hosting Costs:								
Annual Maintenance								0
Custom Modification Maintenance (if applicable)								0
Additional Maintenance Fees								0
Annual Hosting (if applicable)								0
Total Recurring Maintenance Costs	0	0	0	0	0	0	0	0
Five-Year Lump-Sum Maintenance Cost								0
Maintenance Schedule:								
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6-10		
Rate of Increase over Prior Year (as a percentage)								
Maintenance Costs (as a dollar amount)								0
Additional Costs:								
Hourly Rate for Professional Services								

Vendor Hosted Cost Worksheet								
<p>Cost Worksheet Instructions: Provide a cost response for each cost area, based upon system modules for a Vendor-hosted application. The pricing should be based on the detailed functionality that the City requires for each functional area. When a single price may be provided for a group of modules, please provide that cost with a notation. All additional costs should be captured in the respective areas.</p>								
Hourly Rate for Custom Programming								
Other Costs (if applicable; please specify the nature of these costs)								
<p>Notes:</p> <p>Provide any notes or comments here</p>								

Subscription Based Cost Worksheet								
Cost Worksheet Instructions: Provide a cost response for each cost area, based upon system modules for a subscription as a service based application. The pricing should be based on the detailed functionality that the City requires for each functional area. When a single price may be provided for a group of modules, please provide that cost with a notation. All additional costs should be captured in the respective areas.								
Cost Area (Tab No. from Attachment B - Functional and Technical Requirements)	Incident Management Module	Service Request Management Module	Knowledge Management Module	Problem Management Module	Change Management Module	Release Management Module	Asset & Configuration Management	Total
One-Time Costs:								
Software License Costs								0
Software Customization Costs								0
Interfaces/Integration Costs - Items marked CRITICAL								0
Interfaces/Integration Costs - Items marked DESIRED								0
Data Conversion Cost CRITICAL	NA	NA	NA	NA	NA	NA	NA	0
Data Conversion Cost DESIRED	NA	NA	NA	NA	NA	NA	NA	0
Professional Service Costs (not including integration and interfaces)								0
Training Costs								0
Expenses (miscellaneous)								0
Total One-Time Costs	0	0	0	0	0	0	0	0
Recurring Maintenance Costs:								
Annual Maintenance								0
Custom Modification Maintenance (if applicable)								0
Additional Maintenance Fees								0
Total Recurring Maintenance Costs	0	0	0	0	0	0	0	0
Five-Year Lump-Sum Maintenance Cost								0
Maintenance Schedule:								
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6-10		
Rate of Increase over Prior Year (as a percentage)								
Maintenance Costs (as a dollar amount)								0
Additional Costs:								
Hourly Rate for Professional Services								
Hourly Rate for Custom Programming								
Other Costs (if applicable; please specify the nature of these costs)								

Subscription Based Cost Worksheet

Cost Worksheet Instructions: Provide a cost response for each cost area, based upon system modules for a subscription as a service based application. The pricing should be based on the detailed functionality that the City requires for each functional area. When a single price may be provided for a group of modules, please provide that cost with a notation. All additional costs should be captured in the respective areas.

Notes:

Provide any notes or comments here

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