



**City of Pittsburgh
City Information Systems**

Request for Proposal (RFP)

For

SaaS E-mail and Data Collaboration Solution

RESPONSES ARE TO BE SUBMITTED TO THE FOLLOWING ADDRESS:

CITY INFORMATION SYSTEMS
604 CITY-COUNTY BUILDING
414 GRANT STREET
PITTSBURGH, PENNSYLVANIA 15219
ATTN: HOWARD A. STERN, PH. D., DIRECTOR & CHIEF INFORMATION OFFICER

ISSUE DATE: June 21st, 2010
QUESTIONS DATE: July 2nd, 2010 by 4pm
RESPONSE DATE: July 13th, 2010
PROPOSAL DEADLINE: August 9th, 2010 by 4pm

INTRODUCTION AND OVERVIEW

OBJECTIVE OF THIS REQUEST FOR PROPOSALS

The City of Pittsburgh (City) desires a fully hosted “Software as a Service” (SaaS) E-mail System and/or Email and Data File Collaboration System (Solution) for its employee use for standard day-to-day activities such as, but not limited to, e-mail capabilities, calendar function, data migration, archival/ retrieval, spam filtering, integration services, and standard mobile devices. The Solution will transition the City’s current on-premise email system to a secure, hosted email system complete with supplementary tools. The City provides approximately 3,000 employees with email capabilities including the necessary communication services, calendar access, and content management.

This RFP consists of both non-optional and optional components which must be addressed in the response. Vendors should offer any additional options that may relate to the desired solution and the corresponding costs. At the discretion of the City, any and all additional related solutions pertaining to the hosted e-mail and collaboration solution will be considered.

The City’s goals are to reduce expenditures and enhance productivity through cost-effective means. Confidentiality is a top priority for the City; therefore data security will be a main component of the awarded bid.

SCOPE OF SERVICES

The City’s preference is to implement a familiar client configuration for its users. This RFP mandates expertise in the required field, data security and confidentiality, technical and all other specialized support. Therefore, each proposal shall provide details of the technical specifications of the solution in reference to installation, configuration, user training, maintenance, support services, documentation, all physical and network security measures, licensing requirements, materials and equipment, and Service Level Agreements. The Awarded Vendor must provide notification to the City of applicable changes, and documentation of all security breaches.

The Awarded Vendor is required to submit a detailed project plan that clearly demonstrates SAS 70 compliance; the project schedule must include an, estimated use of City and Vendor resources, as well as necessary security measures throughout the implementation. The City will approve the estimated timeframe, tools, features, and software throughout the project. The awarded Vendor is to obtain all necessary system components, software, features, and licensing.

The City’s requirements are broken into two separate sections that consist of non-optional and optional components. The Non-optional section must be included as the primary objective of the RFP, and must confirm all City requirements with their appropriate

costs. An Optional Section Response must be included in each Proposal, whether applicable or not.

METHOD AND BASIS FOR AWARD OF CONTRACT

Each response to this solicitation should be based, at a minimum, upon the following criteria, listed in no particular order:

- Quality and price of recommended solution
- Respondent's ability to provide a solution on time and within budget
- Technical capabilities of respondent to perform the stated tasks
- Respondent's references
- Respondent's proposed terms for agreement with the City

FORM OF RESPONSE

Respondents' proposals must clearly demonstrate the ability to provide the best and most cost-effective solution to successfully meet the City of Pittsburgh's goals. Respondents must be bona-fide providers of the services and software being requested. In order to be responsive to this request, proposals must conform to the procedures, formats, and content required as outlined in this document. Failure to do so will result in the respondent being declared non-responsive.

Each respondent should follow the outline shown below so that the City can clearly, concisely, and objectively evaluate each response to this request. Every question presented herein should be answered. Incomplete answers may constitute grounds for disqualification. Each section of your response to this proposal may be individually organized, but should be separated by a tab or other clearly identifying marker for ease of review.

All vendor RFP responses should include a disclosure of any finder's fees, fee splitting, firm affiliation or relationship with any broker-dealer, payments to consultants, lobbyists, or commissioned representatives or other contractual arrangements of the firm that could present a real or perceived conflict of interest.

The following outline should serve as the format for a potentially successful response to this proposal:

- | | |
|----------------------|---|
| Section I | Outline of Respondent Qualifications |
| Section II | General Requirements |
| <i>Section III</i> | <i>Specific Proposal Requirements</i> |
| <i>Section III A</i> | <i>Specific Proposal Requirements: Non-Optional</i> |
| <i>Section III B</i> | <i>Specific Proposal Requirements: Optional</i> |

Section III C	<i>Specific Proposal Requirements: Additional</i>
Section IV	Compensation Arrangements
Section V	Management Team
Section VI	References and Additional Information
Section VII	Conclusion

Any other materials that a respondent deems to be important or appropriate should be submitted as a separate exhibit appearing after the respondent's response to Section VII. Each exhibit should be appropriately referred to in the body of the proposal. Each exhibit should be separated by a tab or other clearly identifying marker. An original and seven (7) hard copies of the proposal shall be submitted; and seven (7) on a CD-R or DVD-R disc in Microsoft™ Word, Excel and/or PowerPoint format(s).

PROPOSAL SUBMISSION DEADLINE

An original and seven (7) copies of your proposal must be received no later than 4p.m., Eastern Daylight Time, August 9th, 2010 at the following address:

**Howard A. Stern, Ph.D.
Director & Chief Information Officer
City Information Systems
604 City-County Building
414 Grant Street
Pittsburgh, Pennsylvania 15219
ATTN: Howard A. Stern, Ph.D. Director & Chief Information Officer**

Proposals may be either mailed or delivered by hand. The City is not responsible for late delivery caused by the postal service, private carriers, traffic, or weather conditions. Any proposals received after the deadline will not be evaluated.

All proposals will become the property of the City of Pittsburgh. The content of all proposals will be held confidential until the selection of a supplier is made.

COMPONENTS OF RESPONDENT SUBMISSIONS

SECTION I - QUALIFICATION

1.1 Describe fully your company background. How long has your company been in existence? How is your company organized?

- 1.2 What types of services will you offer to the City if you are the selected vendor?
- 1.3 Where does your company provide services? Do you have a corporate presence in the Pittsburgh metropolitan area? If so, where is this physical presence located?
- 1.4 What efforts would be necessary to provide the system and all accompanying services to the City?
- 1.5 All necessary security requirements must be obtained by the Vendor.

SECTION II – GENERAL REQUIREMENTS

The City desires a Solution that will contain the following elements:

- 2.1 *Integration:* A Solution that will allocate efficiently integration with the City's current system, Microsoft Exchange/Microsoft Suite, including but not limited to;
 - 2.1.1. Mobile Devices;
 - 2.1.2. Applications that access E-mail and E-mail Notifications;
 - 2.1.3. Infrastructure devices that access E-mail and E-mail Notifications;
 - 2.1.4. Microsoft Active Directory;
 - 2.1.5. Archiving/Retrieval System
 - 2.1.6. Files stored on-site.
- 2.2 *Reliability:* A Solution meeting all of the City's requirements, while acknowledging future functionality.
- 2.3 *Security:* A Solution which provides data security and confidentiality as a primary objective through the use of encryption and City-approved methods.
- 2.4 *Supportability:* A Solution that can be remotely maintained, can provide written documentation of system service, and can be updated and configured for evolving needs.
- 2.5 *Scalability:* A Solution that can be expanded and updated to new applications and locations.
- 2.6 *Robustness:* A Solution that can support the City's 3,000 users, and adapt for any flux in the established number.
- 2.7 *Manageability:* A Solution that can be centrally managed by the City.

SECTION III – SPECIFIC PROPOSAL REQUIREMENTS

A) Following is the list of **Non-Optional** requirements which must be addressed in the proposed Solution:

3.1 Email: Provide details on how the proposed solution meets the following e-mail criteria:

- a) Basic e-mail functionality, including but not limited to send, receive, format, and attachment;
- b) Ability to integrate with the City's mail client configuration;
- c) Ability to integrate with any mobile device that supports standard mail protocol;
- d) Ability to integrate with DAS (direct attached storage), NAS (network attached storage), SAN (storage area network), and other supported configurations with Microsoft Exchange;
- e) Ability to create user defined e-mail groups or personal folders based on search criteria;
- f) Ability to journal to any e-mail archiving solution;
- g) Ability to define roles for e-mail handling;
- h) Ability to add both personal signatures and notes;
- i) Retention Policy;
- j) Ability to retain e-mail (List per-user limit);
- k) Ability to copy, move, save, and store information to desktop or local storage;
- l) Ability to print stored information to a City facility;
- m) Ability to scan or fax from multifunction devices to e-mail;
- n) Ability to send, assign, and delegate tasks;
- o) Ability to use e-mail system remotely;
- p) Ability to delegate e-mail functionality to another staff member (i.e., proxy assignments, mail folders, etc.);
- q) Ability to define access levels (e.g., Read/Write; Subscribe to Alarms and Appointments, Modify Options, Rules, and Folders); and
- r) Recall and/or retrieve within City e-mail system and/or current/future City archiving system.

3.2 Contact Management: Provide details on how the proposed contact management solution meets the following criteria:

- a) Basic contact management functionality, including but not limited to last name, first name, middle initial, department, title, phone number, fax number, mailing address, e-mail address, business address, contact log, notes, etc.;
- b) Ability to synchronize contact information with desktop applications;
- c) Ability to synchronize contact information with industry standard mobile devices;
- d) Ability to share contact lists; and
- e) Ability to centrally manage and distribute Global Address Lists (GALs).

3.3 Calendar: Provide details on how the proposed calendar Solution meets the following criteria;

- a) Basic calendaring functionality, including but not limited to appointment, event, meetings, and sharing;
- b) Ability to synchronize calendar to industry standard devices;
- c) Ability to view multiple calendars at the same time (both personal and global);
- d) Ability to schedule resources, including but not limited to facilities, conference rooms, and equipment;
- e) Ability to manage resources by proxy (e.g., delegate calendar management, set “view-only” or “edit” rights, etc.) to another staff member;
- f) Ability to print calendars locally in standard formats (such as daily, weekly, monthly, Franklin format, etc.);
- g) Ability to view and schedule from “free-busy” information; and
- h) Ability to view or hide appointment details.

3.4 E-Discovery: Provide details on how the proposed e-Discovery Solution identifies and retrieves data, per the following criteria:

- a) Ability to search based on the following criteria:
 - (1) Content;
 - (2) Sender and/or recipient;
 - (3) Date range;
 - (4) Search Terms; and
 - (5) Metadata;
- b) Ability to store search results with any metadata;
- c) Ability to add and delete from search results to create an e-Discovery set; and
- d) Ability to provide a detailed report addressing standard practices and policies related to e-Discovery.

3.5 Archive and Backup: Provide details as to how the proposed Solution meets the following Archival requirements:

- a) Ability to store and retrieve all live e-mail data for a minimum of 180 days: 90 days available to the user and 90 additional days available to the System Administrators before data is automatically processed for long-term archive
- b) Ability to archive data based on content, sender, recipient, and/or other metadata with different archival periods per City policy or legal requirements;
- c) Ability to retrieve or e-Discover archived data based on content, sender, recipient, and/or other metadata with different archival periods;
- d) Ability to view, and perform all normal e-mail functions on archive by an e-mail administrator without having to restore;

- e) Ability to restore archived e-mail data to “live” status; and
- f) Must have the ability to configure all the above in accordance with the City’s needs.

3.6 Collaboration: Provide details on how the proposed collaboration Solution meets the following criteria:

- a) Ability to share data and files stored within the solution;
- b) Ability to have multiple staff members work on common files at the same time from different or separate City work locations;
- c) Ability to collaborate with staff members that are telecommuting or otherwise away from a City facility;
- d) Availability of a Wiki-type solution for collaboration that allows changes to be tracked by the user;
- e) Ability to setup, create, and maintain process flow; and
- f) Ability to maintain version control (i.e., who, what, when).

3.7 Solution Administration: Provide details on how the proposed solution meets the following system administration requirements:

- a) Ability, from the administrative console, to;
 - (1) Fully manage all City accounts within the City network, including but not limited to addition, deletion, manipulation and suspension;
 - (2) Fully manage SaaS identity and user accounts;
 - (3) Control SPAM or provides anti-spam
 - (4) Control virus or provide anti-virus (including spyware);
 - (5) Apply content filter;
 - (6) Ability to apply policies in managing solutions;
 - (7) Review restricted e-mail;
 - (8) View all calendars and appointments;
 - (9) Print historical, statistical and usage reports locally;
 - (10) Prioritize e-mail accounts;
 - (11) Manage attachment size;
 - (12) Setup mail routing;
 - (13) Manage multiple separate Global Address Lists(GALs);
 - (14) Use “Whitelist”, “Blacklist”. and aliases;
- b) Ability to use all domain names and aliases within City as e-mail extensions;
- c) Ability to synchronize e-mail identities with identities that are managed in our internal authentication directory;
- d) Ability to control standard mobile devices such as, BlackBerry, Treo, iPhone and other such mobile/smart Devices, including the ability to synchronize calendar, contacts and e-mail (e.g., BlackBerry Enterprise Server, etc.);
- e) Ability to control e-mail storage limits per user based on maximum storage limits;

- f) Ability to integrate with internal applications using e-mail, specifically using SMTP, IMAP, SOAP, POP3, etc.;
- g) Ability to manage Domain Names;
- h) Ability to migrate Historical or user Archives from current proprietary format to proposed solution after implementation; and
- i) Extent to which administration can be implemented in a distributed manner to different departments.

3.8 Disaster Recovery: The following specifications are required for disaster recovery (DR):

- a) Service restoration within 1 hour of service interruption for both e-mail and data files;
- b) Provide a written detailed business continuity plan;
- c) At minimum, annual testing of the DR plan;
- d) Predefined identification of roles and responsibilities; and
- e) Identify qualifications for initiating and ceasing “Disaster” condition.

B) Following are **Optional requirements which must be addressed in the proposal:**

3.9 Office Productivity Applications: Provide details on how the proposed Solution can additionally meet the following SaaS Office Applications criteria:

- a) Word Processing;
- b) Spreadsheet capability;
- c) Presentation tools;
- d) Mid-Tier Database; and
- e) Ability to read, open, edit, and display standard office product formats.

3.10 Video Conferencing: Provide details on how the proposed Solution can additionally meet the following Video Conferencing requirements:

- a) One-to-one internally;
- b) Multiple locations internally;
- c) Ability to use saved video files within office productivity tools;
- d) Externally;
- e) Real-time on-screen notation;
- f) Remote Desktop Access/Control; and
- g) Tracking Options.

3.11 Virtual Drives: Provide details on how the proposed Solution can additionally meet the following virtual drives and SaaS storage criteria:

- a) Ability to store files (all types) and work as a virtual drive on the PC desktop and with the operating system file manager;
- b) Ability to search (e-Discovery) files with approval;
- c) Ability to use local and SaaS office productivity tools;
- d) Availability of List serve capabilities; and
- e) Tracking Options.

3.12 Unified Communication Services: Provide details on how the proposed Solution can additionally meet the following communication services criteria within the proposed Solution;

- a) Ability to translate electronic communication; and
- b) Ability to use “TTY” communication.

3.13 Instant Messaging: Provide details on how the proposed Solution can additionally meet the following Instant Messaging criteria:

- a) Internally;
- b) Externally; and
- c) Tracking Options

C) Following is a list of **Additional** requirements which must be addressed in the proposal:

3.14 Project Plan: The Vendor must include a project plan consisting of an implementation method, installation plan, maintenance and support features, necessary resources consumed through completion of the Solution implementation, and recommended solutions for continual furnishing and maintenance. Any specific policies, plans, procedures, techniques, etc. used in service performance by the Vendor and the Vendor’s staff are to be provided including but not limited to: approach to project organization, project management, maintaining timeframe throughout project completion, and responsibilities appointed to the Vendor’s staff throughout the completion of the project.

3.15 Milestones: A schedule of tasks and completions are to be maintained through the entire process by the selected Vendor.

3.16 Documentation: The Vendor is to provide proper documentation for each of the Solution’s components for the user and administrator. The form of the documentation can be distributed through the following processes: paper handouts, downloadable pdf. via Vendor’s website, or CD-ROM. All information compiled into the documentation will be copyrighted and marked as the Vendor’s.

3.17 License: The License should also be structures to accommodate City set intervals, discounts for larger orders, and any financial or budget related issue. The City requires every license to be thoroughly reviewed by designated legal support on behalf of the City’s interests. The Vendor is required by the City to submit all License agreement terms, security policies, and terms of Service with each proposal.

3.18 Maintenance: The Vendor is to provide all the compatible software, required hardware, installation services, all applicable warranties, and all maintenance. The Vendor will implement and test the entire system to work out the initial capacity. Any defects found or caused by the system that require maintenance will be fully covered and repaired by the Vendor. Solution software updates and Solution update service parts will be initiated by the Vendor with all rights included.

3.19 Support: The Vendor shall provide the technical expertise, staff, and effective procedures mandated for systematic errors. Live and online support shall be provided by the Vendor 24 hours a day, and 365 days a year. Email and online support are to be made readily available with frequently asked questions, established tracking issues within the Solution, managerial support with developmental staff, and general support for users.

The Vendor is required to monitor on a 24/7 basis all the software, hardware, and any other attachment applied to the Solution. Any malfunction or defect found must be immediately reported to the City, and resolved swiftly by the Vendor. All support services are warranted for one full year without cost to the City, following Solution implementation signoff by the Chief Information Officer or his/her designator. Additional costs for all support services preceding that warranted year shall be established with the City and Vendor following this RFP.

It is the responsibility of the Vendor to restore all City data in the event of a system malfunction, failure, or compromise. The Vendor will be required to restore Email to the City within **one hour** of system interruption. The City is to receive immediate notification as an alert via phone and email, with written explanation as to the system error and necessary solution measures.

3.20 Training: Provide a detailed overview of the training and documentation to City employees for both end-users and system administrators to be included with the proposed Solution:

- a) Training of City staff to operate the program;
- b) Training of City staff to update, modify and trouble-shoot the program for optimal use; and
- c) Training of City staff to create and modify future reports and screens.

3.21 Ownership (Data): The established Vendor represents and declares that it is the sole owner of the software product, or if it is not the sole owner, has received complete authorization from the owner to license this software product with full right and power to grant the City access to the software. The Vendor further represents and declares that the software is of the original

form with no infringement upon any other patent, copyright, trademark, or any other ownership right of another person. Any and all data passed to Vendor through the “cloud” is the property of the City. The data will be maintained, restored, and recovered by the Vendor while the City maintains full ownership rights.

3.22 Security: The City requires that all Proposals include the specific details, such as but not limited to policies, procedures, compliances, and regulations of a Vendor which address the following:

- a) Segregation of the City’s data from your other customers’ data;
- b) Access to City’s data by City staff;
- c) Access to City’s data by Non-City staff; and
- d) City data remains within the continental United States.

3.23 Materials and Equipment: The City requires the following material and equipment:

- a) All items (tools, software, network throughput, and hardware) that are required within the City’s internal network to support the proposed solution;
- b) Service Level Agreements for escalation of issues or product improvement; and
- c) Minimum workstation requirements for the proposed Solution.

3.24 Service Level Agreement (SLAs)/ Sustainability: Provide the following SLA and sustainability details for all services proposed under the Scope of Work section:

- a) Provide SLAs;
- b) Provide system up-times over past 12 months for proposed Solution;
- c) Ability to provide reports that explain unscheduled system outage and steps to prevent in the future;
- d) Provide solution upgrade philosophy, user effect and lifecycle;
- e) Provide demonstrated availability statistics as provided to actual customers, including the customers being cited;
- f) Any proposed plan should take into consideration minimizing disruption to City business during implementation;
- g) Describe system’s High Availability (HA) strategy solution which included fault tolerance and fail-over in order to provide 99% system availability; and
- h) Describe approach to ensure system and data integrity.

3.25 Reports: Provide various samples of standard reports of the SaaS E-mail and Collaboration Solution.

SECTION IV - COMPENSATION ARRANGEMENTS

- 4.1 Describe how your company will charge for services as contemplated in the *Scope of Services* above.
- 4.2 What, if anything, distinguishes your company's compensation arrangements from those of your competitors?
- 4.3 Detail any specific services offered by your firm, if applicable, fees and specific terms that you feel will be important to the City.
- 4.4 Describe in full detail the charge for ongoing preservation of the information?

SECTION V - MANAGEMENT TEAM

- 5.1 Please provide complete biographies of your management team, highlighting years and range of experience relevant to the activities anticipated by this request for proposals.
- 5.2 Supply a compiled list of all personnel that will participate in implementing the completion of the SaaS E-mail and Collaboration Solution
- 5.3 Supply a list of those associated with the support maintenance of the Solution.

SECTION VI – REFERENCES AND ADDITIONAL ADMINISTRATIVE REQUIREMENTS

- 6.1 Please provide the City with a list of five (5) references. Experience with public sector clients is preferred. This information shall include:

- Client name
- Individual contact
- Mailing address
- Phone number, facsimile and electronic mail address
- Brief project summary

- 6.2 Please provide information and/or references on the financial status of the firm.

6.3 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION

Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) participation is requested in all City of Pittsburgh contracts. Such participation may be demonstrated by utilization of MBE/WBE Firms through the use of subcontracts

with such firms in support services, supplies, etc. The Offeror shall include in the proposal a plan on how and to what extent the MBE/WBE participation will be utilized. In order for the proposed MBE/WBE participation to be considered, a copy of a current MBE/WBE certification letter for the Offeror or the subcontractor must be submitted with the proposal.

The City requires that all Offerors demonstrate a good faith effort to obtain the participation of MBEs and WBEs in all work to be performed under City contracts. It is recognized that the current business pool for many of the services, supplies and equipment that the City contracts for does not include percentages of minorities or females. The City, however, wishes to encourage minority and women's participation in all business pools and anticipates that, all things being equal, each business pool should eventually have a minority and women population approximating the minority and women population of the City's labor force generally. It is therefore the City's current goal to encourage increased minority and women's participation in all business pools. It is believed that it is reasonable to expect that in the near future minority participation should constitute twenty-five percent (25%) and women's participation should constitute ten percent (10%) of the total dollar value of City contracts.

Once the Department has selected a potential provider, the firm will be required to complete and submit the Personal and Professional Services Rating Forms regarding the provider's previous history and additional information. Copies of these forms are attached for reference only, and need not be submitted with the proposal.

The rating form submitted should contain a listing of all contracts held with the City for the past three years together with information as to the MBE and WBE participation in each. Any other information, which may have an impact upon the determination of whether a party is a "responsible bidder", may be submitted including:

1. Statistics regarding the percentages of women and minorities employed by the provider.
2. Information regarding the availability of MBEs and WBEs to perform work required by the contract at issue.

For personal and professional service contracts in an amount of \$25,000.00 or more, it shall be a term of the contract that final payment shall be conditioned on receipt by the Department of a report from the Consultant detailing:

1. The dollar amount of the contract paid to MBEs along with the names, addresses and telephone numbers of said MBEs.
2. The dollar amount of the contract paid to WBEs along with the names, addresses and telephone numbers of said WBEs.
3. An explanation of any failure to achieve the goals for MBE and WBE participation which had been represented to City prior to the award of the

contract. City intends to monitor the progress closely, including revising the practices and procedures from time to time, as conditions warrant.

6.4 **ADDENDA TO THE REQUEST FOR PROPOSALS**

If it becomes necessary to revise any part of this proposal, an addendum will be issued by the City and provided to all respondents that have been mailed or have picked-up this solicitation. Respondents should contact the City, following the instructions in section 6.5 below if they find any inconsistencies or ambiguities herein. Clarification given by the City may become an addendum to this document.

6.5 **REQUESTS FOR INFORMATION**

Any requests for clarification or additional information regarding this document shall be submitted in writing to Howard A. Stern, Ph.D. Director & Chief Information Officer at the following address by 4:00 p.m., Eastern Daylight Time, July 2nd 2010:

**Howard A. Stern, Ph.D.
Director & Chief Information Officer
City Information Systems
604 City-County Building
414 Grant Street
Pittsburgh, Pennsylvania 15219
ATTN: Howard A. Stern, Ph.D. Director & Chief Information Officer**

All requests received prior to the stated deadline will be answered in writing by the City, and copies of the questions and answers will be transmitted to all prospective respondents who have been mailed or have picked-up this solicitation.

6.6 **DULY AUTHORIZED SIGNATURE**

The proposal must contain the signature of a duly authorized officer or agent of the company submitting the proposal.

6.7 **RESPONDENT RESPONSIBILITY FOR PROPOSAL COSTS**

The respondent shall be fully responsible for all proposal development and submission costs. The City does not assume any contractual obligation as a result of the issuance of this document, the preparation or submission of a proposal by a respondent, the evaluation of an accepted proposal, or the selection of any finalists.

6.8 **ECONOMY OF PROPOSALS**

Proposals should be prepared simply and economically and give a straightforward and concise description of the respondent's capabilities to satisfy the requirements of the project. Special bindings, colored displays, etc. may be used where they will aid in clarity, but are not otherwise necessary. Emphasis should be placed on completeness and clarity of content.

6.9 **SUBSTANTIVE PROPOSALS**

The respondent's duly authorized officer or agent shall certify in writing that:

1. The respondent's proposal is genuine; not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; and is not submitted in conformity with an agreement of rules of any group, association, organization, or corporation.
2. The respondent has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal.
3. The respondent has not solicited or induced any other person, firm, or corporation to refrain from proposing.
4. The respondent has not sought by collusion to obtain for himself/herself any advantage over any other respondent or the City.

6.10 **PROPOSAL CHANGES OR WITHDRAWAL**

A respondent may withdraw or modify its proposal any time before the proposal due date by a written request, signed in the same manner and by the same person who signed the proposal.

6.11 **ACCEPTANCE OF REQUEST FOR PROPOSAL CONTENT**

Provisions of this document and the contents of the successful response are considered available for inclusion in final contractual obligations. The City retains the option of concealing the award or selecting another respondent if the successful respondent fails to accept such obligations.

6.12 **CITYWIDE PURCHASES**

The award of this contract shall be such that any City department, agency, authority or other government entity may purchase from it at the prices stipulated. The successful vendor will be required to follow any or all Departmental invoicing procedures. Also, the successful vendor will be required upon request, if the

contract is formulated by the hourly rate and cost plus method, to submit information with its invoice(s) that will substantiate the charges indicated on the invoice(s) in regard to the contract.

Section VII: Conclusion

This RFP and the process it describes are deemed to be proprietary to the City and are for the sole and exclusive benefit of the City of Pittsburgh. This RFP is not binding on the City, as an obligation on the part of the City to acquire any products or services. No other party, including any Respondent to this RFP or future Respondent to any RFP that may be issued by the City, is intended to be granted any rights hereunder. Any response to this RFP, including written documents and verbal communication, may be subject to public disclosure by the City or any authorized agent of the City, and any materials submitted or ideas otherwise elicited in response to this RFP shall be the sole and absolute property of the City with the City having title thereto and unrestricted use thereof.

The proposed uses of part or all of the system as referred to in this RFP are intended to be initial proposals only, and the City reserves the right at its discretion to withdraw this RFP at any time or to determine not to proceed with any proposed action suggested in responses to this RFP, or any other action or project with respect to a proposed system. The City makes no representation or warranty as to the accuracy of information provided in this RFP, and nothing contained in this RFP is or, should be relied upon as, a promise or representation. The City shall not be liable or responsible for any costs incurred by any person or entity in preparing any response to this RFP or for any other costs, expenses or liabilities incurred by any person or entity in connection with or in reliance on this RFP or any information or material contained herein. Submission of a response to this RFP constitutes an agreement by the responder to the terms hereof.

EXHIBITS (in addition to CITY-mandated Exhibit A – List of Locations)

Provide CITY with the following information:

Client List

Other information deemed by Respondent to be appropriate.

