

REQUEST FOR PROPOSAL
FOR A
HOMELESS MANAGEMENT
INFORMATION SYSTEM
FOR THE
COMMUNITY SHELTER BOARD

Prepared By:

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1. Introduction and Background

1.1 DEFINITIONS

“Bidder” - A business submitting a proposal / bid to Community Shelter Board

“Vendor” - A business who contracts to perform services in accordance with a contract

“CSB”- Community Shelter Board

“HMIS” - Homeless Management Information System

1.2 PROJECT INTRODUCTION

CSB is distributing this Request for Proposal (RFP) to obtain a vendor hosted Homeless Management Information System (HMIS). The purpose of this document is to provide interested Bidders with enough information to enable them to prepare and submit a proposal for the HMIS in the defined areas. CSB intends to use the results of this process to negotiate a contract for the system solution described herein.

1.3 CSB BACKGROUND

CSB works with our community to make sure everyone has a place to call home. We are the community's collective impact organization driving strategy, accountability, collaboration, and resources to achieve the best outcomes for people facing homelessness in Columbus and Franklin County.

With the support of a compassionate community, our system of care served more than 15,000 people last year with homelessness prevention, shelter, street outreach, rapid re-housing, transitional housing, and supportive housing. We are proud to recognize the hard work of our partner agencies who make all this happen: Community Housing Network, Equitas Health, Gladden Community House, Homefull, Homeless Families Foundation, Huckleberry House, Lutheran Social Services of Central Ohio, Maryhaven, National Church Residences, Netcare Access, Southeast, Inc./Friends of the Homeless, the Salvation Army, Veterans Affairs Central Ohio, Volunteers of America of Greater Ohio and Indiana, YMCA of Central Ohio, and YWCA Columbus.

CSB is funded by the City of Columbus, the Franklin County Board of Commissioners, the United Way of Central Ohio, The Columbus Foundation, Nationwide Foundation, American Electric Power Foundation, the U.S. Department of Housing and Urban Development, the State of Ohio, and other public and private investors.

The HMIS is funded by HUD Continuum of Care, Emergency Solutions Grant and local public and private funding.

CSB, as the CoC-designated HMIS Lead, maintains the community's HMIS – Community Services Portal (CSP) – in compliance with HUD's 2020 HMIS data standards and coordinates all related activities including training, maintenance, and technical assistance to agencies. Each participating agency or Contributing HMIS Organization (CHO) is expected to participate in the CSP Administrators Group which oversees CSP operations. Annually, CSB conducts an anonymous Administrator/User survey.

CSB has the following roles:

1. Make decisions about HMIS management and administration.
2. Designate a single information system as the official HMIS software for the geographic area.
3. Develop an HMIS governance charter and document all assignments and designations consistent with the governance charter. The charter is to contain, at the minimum:

- ⟨ A requirement that the HMIS Lead enter into written HMIS Participation Agreements with each Contributing Homeless Organization (CHO) requiring the CHO to comply with this part and imposing sanctions for failure to comply;
 - ⟨ The participation fee charged by the HMIS; and
 - ⟨ Such additional requirements as may be issued by notice from time to time.
4. Ensure that recipients of CoC, ESG, YHDP, funds and funds from the other programs authorized by Title IV of the McKinney-Vento Act participate in the HMIS. CSB duties include establishing the HMIS; conducting oversight of the HMIS; and taking corrective action, if needed, to ensure that the HMIS is compliant with all HUD requirements; Ensure that all recipients of financial assistance under the CoC and ESG programs use the HMIS to collect client-level data on persons served.
 5. Develop written HMIS policies and procedures for all CHOs for the operation of the HMIS.
 6. Execute a written HMIS Participation Agreement with each CHO, which includes the obligations and authority of the HMIS Lead and CHO, the requirements of the security plan with which the CHO must abide, the requirements of the privacy policy with which the CHO must abide, the sanctions for violating the HMIS Participation Agreement (e.g., imposing a financial penalty, requiring completion of standardized or specialized training, suspending or revoking user licenses, suspending or revoking system privileges, or pursuing criminal prosecution), and an agreement that the HMIS Lead and the CHO will process Protected Identifying Information consistent with the agreement. The HMIS Participation Agreement may address other activities to meet local needs.
 7. Serve as the applicant to HUD for grant funds to be used for HMIS activities for the CoC's geographic area, as directed by the CoC, and, if selected for an award by HUD, enter into a grant agreement with HUD to carry out the HUD-approved activities.
 8. Monitor and enforce compliance by all CHOs with the requirements of this part and report on compliance to CoC Board and HUD.
 9. Provide property management and referral services for select permanent supportive housing units.
 10. Submit a security plan, a data quality plan, and a privacy policy to the CoC Board annually for approval. Review and update the plans and policy at least annually. During this process, seek and incorporate feedback from the CoC Board and CHO. Implement the plans and policy immediately after approval by the CoC Board.
 11. At a minimum, the privacy policy includes data collection limitations; purpose and use limitations; allowable uses and disclosures; openness description; access and correction standards; accountability standards; protections for victims of domestic violence, dating violence, sexual assault, and stalking; and such additional information and standards as may be established by HUD in notice.
 12. The security plan meets the minimum requirements for a security plan as established by HUD in notice.
 13. Designate one staff member as the HMIS security officer to be responsible for ensuring compliance with applicable security standards.
 14. Ensure that each CHO designates a security officer and conducts workforce security measures.
 15. Conduct workforce security screening; ensure that each CHO conducts criminal background checks on the HMIS security officer and on all administrative users. Unless otherwise required by HUD, background checks may be conducted only once for administrative users.
 16. Report security incidents. Implement a policy and chain of communication for reporting and responding to security incidents, including a HUD-determined predefined threshold when reporting is mandatory, as established by HUD in notice.
 17. Develop and establish a disaster recovery plan, which includes at a minimum, protocols for communication with staff, the CoC Board, and CHOs and other requirements established by HUD in notice.
 18. Conduct an annual security review to ensure the implementation of the security requirements for itself and CHOs. This security review includes completion of a security checklist ensuring that each of the security standards is implemented in accordance with the HMIS security plan.
 19. Ensure that each user completes security training at least annually and prior to being given access to the HMIS.
 20. Ensure that each CHO conducts an annual security review.
 21. Set data quality benchmarks including bed coverage rates and service-volume coverage rates.

22. Archives data in the HMIS and follows standards published in the Federal Register notices.
23. At least annually or upon request from HUD, submit an unduplicated count of clients served and an analysis of unduplicated counts.
24. Submits reports to HUD as required.

1.4 HISTORY OF HMIS IN COLUMBUS & FRANKLIN COUNTY

From 1990 to 2001, the Columbus & Franklin County Homeless Management Information System was operated by FirstLink under agreement with CSB. During that time the function of the HMIS was to primarily provide statistical information to CSB. For a variety of reasons related to the design and age of the system, many agencies developed their own tracking systems to manage their day-to-day information needs, although information managed by FirstLink was often used as a cross-check with these internal systems.

In early 2000, CSB began a planning process to develop recommendations for a new management information system to support the delivery of homeless services and housing in Columbus and Franklin County. The planning process was led by CSB with consultant assistance, with intensive planning and evaluation work overseen by a planning committee comprised of twenty-five members representing providers, consumers, funders, community members, and system planners. The goal of the process was to replace the existing HMIS with one able to provide enhanced benefits at the individual, program, and system level. It was anticipated that all CSB funded providers, HUD funded Continuum of Care providers, and ultimately other community agencies providing homeless services and housing would participate in the system.

Based on the work of the planning committee, ServicePoint by Bowman Internet Systems was selected as the recommended software application. ServicePoint was a web-based product designed for social service agencies and communities to allow them to manage client information and resource data. It was chosen following a comparative analysis with other available HMIS products. The local HMIS conversion to ServicePoint occurred on October 1, 2001.

On July 22, 2003, HUD published the draft 'Homeless Management Information Systems (HMIS) Data and Technical Standards Notice' and requested public comment. In response to comments they received, HUD issued a HMIS Data & Technical Standards Final Notice in July of 2004. CSB's then current HMIS system did not fully comply with these new standards, underscoring the need to upgrade the HMIS. An HMIS Upgrade RFP was issued in January of 2007.

The HMIS Selection Committee deemed that three vendors warranted further consideration. A thorough due diligence process was performed for each of the three vendors to determine the best system. The Committee recommended on September 11, 2007 to start contract negotiations with Bowman Systems (now Wellsky) as the vendor for the upgraded HMIS. The recommendation was presented and adopted by the CoC Steering Committee on October 9, 2007. Implementation of the new system was started in November 2007. The eight-month implementation process was coordinated through a community-wide implementation planning team with representation from all agencies using HMIS. The implementation due date and "go live" date was July 14, 2008. The system has continued to receive updates and is now on version 5 of ServicePoint, now called Community Services Portal (CSP).

Community Service Portal (CSP) is used to collect, monitor, and evaluate homeless and housing services in Columbus and Franklin County. Currently, over 300 users in 16 agencies are using CSP to collect data for over 90 homeless and housing related programs throughout Franklin County. The CSP project is supported by CSB through a Data and Evaluation Department staffed by a full time CSB Database Administrator, Data and Evaluation Manager, Data Analyst and Associate Director.

All participating agencies currently provide their own equipment and IT support sufficient to participate in the HMIS.

1.5 PROJECT OVERVIEW AND DRIVERS

A HMIS upgrade is now necessary for several reasons. The current system has not received any major updates in several years and thus is technologically dated. It is no longer adequate to handle the data processing and analysis needs of CSB and its partner agencies. On the front end, the user interface leads to unnecessary data entry errors. On the back end, reporting software is outdated and relies on an obsolete version of Java that possess a significant security risk. CSB regularly has to manually check data accuracy in a manner that is inefficient and time consuming. CSB and many of its current HMIS participating agencies recognize that the current HMIS lacks sufficient data entry and reporting functionality to fully meet current needs.

The HMIS upgrade project will undertake to upgrade the existing system with one that will better meet current and future data collection and reporting needs of CSB and its partner agencies. The HMIS is fundamental to collecting and storing accurate data for homeless services provided and to providing the reports vital for program planning, program evaluation and funder requirements. Various influences are driving this project at the current time. These have been identified by the project team as follows:

- Desire for a more intuitive user interface
- Necessary software that ensures data security
- Built-in checks to limit data entry errors
- Better meet the needs of CSB, partner agencies, funders, and the community for accurate and timely reports on homelessness in Columbus and Franklin County.
- Need to generate printable reports to evaluate program outcomes and analyze data trends on demand.
- Need to comply with HUD standards.

Under the upgraded HMIS environment, all participating agencies will continue to be expected to provide their own equipment and IT support sufficient to participate in the vendor hosted HMIS.

1.6 HMIS PROJECT ORGANIZATIONAL STRUCTURE

To facilitate the successful upgrade of the HMIS, the project organizational structure is designed to meet the following objectives:

1. Result in the selection of a high quality HMIS for Columbus and Franklin County to meet our community needs.
2. Incorporate input from users.
3. Manage the process in a streamlined and efficient manner

As such, the structure has been developed to incorporate the following roles and responsibilities:

Group	General Role
CSB Staff	Project Staff Leadership, Process Design & Implementation, Decision Making
HMIS Administrator Group	Participate in HMIS demonstrations and provide feedback to CSB Staff.

1.7 HMIS SYSTEM SELECTION SCHEDULE

CSB has established the following preliminary schedule for the selection process:

Milestone	Timeframe
RFP Issuance	October 5, 2020
Deadline for Clarifications Request	October 19, 2020
CSB responds to Bidder clarifications	October 23, 2020
Bidder Proposals Due	November 20, 2020 3:00 PM EST
Notification of Demonstration Dates	November 30, 2020
Demonstrations of Software	December 2020–January 2021
Partner Agency Feedback	January 2021
Software Selection	February 2021
Contract Negotiations	February 2021
Data Migration and New System Implementation	March–June 2021

1.8 REQUESTED HMIS IMPLEMENTATION SERVICES

CSB will assign a project manager for the HMIS implementation. CSB expects that the successful Vendor will assign a project manager as well. CSB expects the Vendor to provide the necessary services to implement the HMIS.

The Bidder is to provide an implementation plan in narrative format supported by an activity-level project plan that details how the proposed solution is to be implemented. CSB requests that the Bidder provide its work plan in a Gantt chart format as part of the proposal response. This implementation plan should include the following elements:

- a) Project Management Approach
- b) Technical Environment Design / Planning
- c) Hardware and Software Installation
- d) System and Operational Procedure Development
- e) Data Conversion Plan / Execution
- f) Report Development
- g) Custom Programming / Software Modifications
- h) Integrations and Interfaces
- i) Training
- j) System Documentation
- k) HMIS Hosting

The Bidder should not be constrained to only include the above items in the Bidder’s proposal response if the Bidder believes that additional items add value to the overall implementation.

It is expected that the successful Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise. Further details on what is to be provided as part of the Bidder’s proposed implementation plan are included in the following subsections. The Vendor project manager will facilitate delivery of the following services in order to ensure a successful project:

1.8.1 PROJECT MANAGEMENT APPROACH

The Vendor will provide project management staff as the key contact to CSB. The Vendor will provide a project director for (i) task and project manager oversight and (ii) scheduling project audits. The Vendor project director is responsible for sign off on all deliverables provided to CSB. Vendor project management staff must be available to work in coordination with CSB's Project Management during implementation. Vendor's Project Management's role and responsibilities will include:

- a) Project work plan for the implementation, which will include project tasks, task duration, critical path activities, milestones, deliverable dates, assigned resources (required vendor and CSB/user staff), outsourcing requirements and any other items required to complete the work specified.
- b) Project action item list in a Microsoft Excel spreadsheet which includes items that need action by Vendor or CSB/user staff, responsible party, assignment and due dates. The structure of the report will be determined mutually by both the CSB Project Manager and the Vendor project manager.

The CSB Project Manager will provide coordination with the participating agencies and their local system administrators and end-users.

In the Bidder's proposal response, the Bidder needs to provide an overall description of its project management approach towards this type of engagement. This would include a description of the Bidder's methods for support of each of the five project management phases of this project (initiation, planning, executing, controlling, closing). This would also include an indication of any tools, templates and methods that the Bidder plans to use to manage this project in the following areas:

- a) *Project charter development*
- b) *Risk assessment and management*
- c) *Issues management*
- d) *Meeting management*
- e) *Action item management*
- f) *Change order management*

1.8.2 TECHNICAL ENVIRONMENT DESIGN AND PLANNING

The successful Vendor is expected to design, plan and furnish the technical environment necessary to support the HMIS. Under the upgraded HMIS environment, all participating agencies will continue to be expected to provide their own equipment and IT support sufficient to participate in the HMIS.

In the Bidder's proposal response, the Bidder is to describe the scope of technical design, planning and delivery services and approach of how these services will be provided. The Bidder should describe the requirements of participating agencies to connect to the HMIS (i.e. Internet connection, speed requirements, Browser requirements, client OS software requirements, etc.)

1.8.3 HARDWARE AND SOFTWARE INSTALLATION

The Vendor is expected to specify, furnish, deliver, install and support all system software, hardware and communications equipment. Please note what you recommend in your bid response.

In the Bidder's proposal response, the Bidder is to describe the scope of hardware and software installation services and approach as to how these services will be provided.

1.8.4 SYSTEM AND OPERATIONAL PROCEDURE DEVELOPMENT

The Vendor is expected to work with CSB in developing technical support and technical operational procedures to support the system.

In the Bidder's proposal response, the Bidder is minimally to describe the scope and approach of how this documentation will be developed.

1.8.5 DATA CONVERSION PLAN / EXECUTION

It is expected that data conversion will occur when migrating to the new application. The Vendor is expected to assist CSB and its agents in the conversion of electronic data to the new system. It is expected that CSB will be responsible for data extraction from current systems, data scrubbing and data pre-processing, with assistance from the Vendor and that the Vendor will be responsible for overall data conversion coordination, data conversion documentation, definition of required file layouts, and data import and validation into the new HMIS. It is expected that the vendor will provide multiple trial runs which can be checked for accuracy before a final migration occurs prior to the "go live" date. Section 1.10 provides information on current HMIS data that should be considered for migration.

In the Bidder's proposal response, the Bidder is to describe the scope of data conversion services and approach as to how the services will be provided (including timing and coordination related to these activities). The bidder should additionally comment on its capabilities to assist CSB with data extraction, scrubbing and pre-processing (i.e. via the development of scripts). Vendors are to additionally describe the technical resources (and estimates of related costs), based on the vendor's technical environment. Vendors are to describe steps they will take to assure complete and accurate data conversion to the new system. Vendors are to describe implications if data is not completely and/or accurately converted to the new system.

1.8.6 REPORT DEVELOPMENT

It is expected that the system will provide the ability for end-user querying and reporting to be performed without impacting the performance of the transactional system. It is also expected that the system will provide the ability to upload and download information ensuring integrity of uploaded information.

CSB expects that the Vendor will provide any and all HUD mandated reporting, including HUD's CoC APR, ESG CAPER, PIT, HIC, LSA, and System Performance reports in compliance with HUD requirements. Additionally, the Vendor is expected to maintain ongoing compliance with current and future mandated HUD reporting requirements as such requirements change over time. This maintenance of mandated reporting is expected to be provided to CSB at no extra cost, as part of the software maintenance agreement.

For reporting requirements identified in the RFP specifications, it is anticipated that the Vendor will take the lead on developing any reports required as part of the deployment of the system. As part of the implementation effort, the Vendor is expected to engage CSB staff in confirming the intended use of the needed reports, prior to developing them. Additionally, CSB expects that the vendor will provide audit tools to allow the HMIS system administrator to investigate past user behavior/data changes.

As all reports will be designed and developed by the Vendor, it is expected that the Vendor will develop the necessary technical documentation which describes how the reports were developed. It is expected that the Vendor will be responsible for the quality assurance of the reports developed, as confirmed by CSB, through a formalized acceptance process. Such reports are expected to be provided to CSB at no extra cost, as part of the software deployment. It is also expected that the Vendor will provide CSB staff with the necessary technical training on the tools used for ad-hoc report development, database schema and architecture, etc.

In the Bidder's proposal response, the Bidder is to describe the scope of report development tools and services and the approach as to how these services will be provided. Bidder should address the data availability for reporting (real time or delayed), whether the reporting tool is a third-party tool integrated within the HMIS or bidder-developed.

1.8.7 CUSTOM PROGRAMMING / SOFTWARE MODIFICATIONS

CSB believes that the majority of the requirements identified for these applications can be met by packaged software products with a minimum of software modifications. However, if customizations are required, it is anticipated that, as part of the implementation effort, the vendor will engage CSB staff in confirming the intended use of the proposed modifications, prior to developing them. As all custom programming and software modifications will be designed and developed by the vendor, it is expected that the vendor will develop the necessary technical documentation which describe how the programming was performed and how the modifications were developed. The vendor will be responsible for the quality assurance of the software modifications developed, as confirmed by CSB, through a formalized acceptance process.

In the Bidder's proposal response, the Bidder is to describe the scope of necessary custom programming and software modifications and the approach as to how these will be provided. Explain how such modifications and customization will affect future system enhancements and upgrades.

1.8.8 INTEGRATIONS AND INTERFACES

It is expected that information generally would need only be entered once into the system. Modules within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another.

In the Bidder's proposal response, the Bidder is to describe the scope module, what integration/interface development services are required and the approach as to how these will be provided. Please describe your project team's experience and system procedures in customizing automated and manual import/export utilities. Indicate whether this experience includes providing date specification and a transaction receipt. Please describe the system procedures for automated and manual import/export utility.

1.8.9 TRAINING

The Bidder must list the nature, level, and amount of training to be provided in each of the following areas:

- a) End User training
- b) Agency Administrator training
- c) Standard Report utilization training
- d) Custom Report writing training
- e) Technical training (e.g., programming, operations, etc.)

CSB has an expectation that:

- a) End user Implementation training will utilize a train-the-trainer approach, including participation by CSB's HMIS Administrator, supporting the HMIS.
- b) Agency Administrator training will include training necessary to prepare the Local Agency HMIS Administrator of each participating agency with the skills necessary to configure and support the HMIS for their users. CSB's HMIS Administrator will be included in all training activities.
- c) Reporting training will include, besides the standard reports utilization developed by the Vendor, custom report writing training for CSB staff.

- d) Technical implementation training will include training for CSB staff, who will be trained on the technologies required to support the new HMIS.
- e) Vendor should propose the training environment - on-site or virtual - and explain the pros and cons of such an approach.

In the Bidder's proposal response, the Bidder is to describe the scope of proposed training services and the approach as to how these services will be provided. Also, please describe if a "dummy" database will be available to Columbus & Franklin County HMIS users for training and testing use, and describe if could it be refreshed for sequential training sessions. If not, please explain.

1.8.10 SYSTEM DOCUMENTATION

The Vendor is expected to provide user manuals or on-line help for use by CSB as part of the initial training and ongoing operational support. Technical documentation is expected as well, such as:

- Server design support
- Database design and tools
- Data table layouts (data dictionary) and field usage (data definition and relation)
- Reporting tools
- Application design
- Technical design

Additionally, the successful Vendor is expected to provide any other necessary technical documentation as such Vendor deems reasonably necessary to provide and as CSB reasonably requests.

In the Bidder's proposal response, the Bidder is to describe the scope of system documentation, the related services and the approach as to how these services will be provided. Please also describe any on-line help capabilities available within the system.

1.8.11 HMIS Hosting

CSB anticipates licensing and maintaining ownership for all of the necessary hardware, software, other technologies and overall technical environment that is necessary to support the requirements defined within this RFP. CSB also anticipates that it will retain the ownership of all data generated through use of the HMIS. CSB anticipates that the Vendor will host the HMIS for the Columbus and Franklin County implementation as part of a support contract. The Vendor is expected to provide a series of services designed to support the hosted environment, designed to provide a proactive maintenance and management approach to the IT environment. Included in this list of expected services are the following:

- Periodic data backups performed, tested and stored.
- Software version and patch updates and standard maintenance procedures coordinated, applied, and performed for the HMIS application, server operating system and other required system components.
- Database monitoring and performance tuning.
- Design, implementation, maintenance and monitoring of all components necessary to maintain HUD security compliance.
- Disaster recovery services.
- Any other services necessary to successfully provide server/application hosting that meets CSB's functional requirements as described within this RFP
- Periodic reporting to CSB on server management issues, activities performed and service levels provided.

In the Bidder's proposal response, the Bidder is to describe the approach of how the HMIS will be hosted and the services that will be provided as part of the hosting agreement. Please indicate if this hosting would be performed by the HMIS vendor, or by a sub-contractor. To the extent that the bidder proposes to subcontract with a data center please describe if your organization has any limitations to using data centers to host the HMIS. Additionally, please provide any standard Service Level Agreements that your organization would recommend in a Vendor hosted HMIS.

1.9 USER LICENSING ENVIRONMENT

Due to the broad use of HMIS throughout the Continuum of Care, *CSB anticipates using the most cost-effective licensing model, across the Continuum of Care.* Currently there are 329 HMIS users.

License costs in Bidder proposals to CSB should minimally be quoted for enterprise licensing. Bidders are welcome to additionally propose a seat/workstation-based licensing model or concurrent license model to minimize license costs. CSB does not currently track concurrent license use statistics. Any Bidder proposals that include concurrent licensing must describe how concurrent license quantities were calculated based on CSB users. If a Bidder is proposing multiple licensing options (i.e. enterprise and named user), please provide a complete copy of the pricing forms for each option, clearly labeled as such.

1.10 TRANSACTION & OPERATING VOLUMES

A summary of current key transaction and operating volumes for CSB's HMIS are included below.

Transaction and Operating Volumes	Current
Organizations	
CSB Staff Dedicated to HMIS (FTE)	3.0
CSB Staff Dedicated to IT Support (FTE)	0.1
Number of organizations using HMIS	16
Estimated CY2019 Statistical Homeless Persons in Continuum of Care	15,500
Current Technology Environment	
CSB Printing (model)	Mix of local and networked
Desktop Hardware	Intel
CSB Server Hardware Preference	Intel
CSB Desktop Operating System	MS Windows 10
CSB Desktop Office Automation Suite	MS Office 2019
CSB Backup	Backup Exec
CSB Security Hardware	Cisco PIX 501 firewall
Centralized Database Preference	MS SQL Server
CSB Email System	MS Exchange / Outlook
CSB Virus Scanning Software	Symantec Enterprise
Standard Internet Browser of HMIS Users	MS Internet Explorer (outdated, but used for compatibility)
System Security & Privacy	
Audit Trail Reporting	On demand*
Access Reporting	On demand*
System security scan reports	On demand*

Transaction and Operating Volumes	Current
<i>*Note: These are desired metrics – current system does not have these capabilities or the function does not work properly.</i>	
Data Collection	
Client Intakes (CY2019)	63,000 (34,000 w/o CPOA)
Client Exits (CY2019)	29,500
Total number of active clients in the system	8,000 open, see below for total
Total number of active agencies in the system	16
Total number of active programs in the system	134
Total number of active users in the system	329
<i>*Note: Active refers to records that have not been deleted. Records which have been deleted are marked as ‘inactive’.</i>	
Quality Assurance	
Total number of ‘active’ Profiles in the system	129,336
Total number of ‘inactive’ Profiles in the system	4,081
Total number of Profiles in the system	133,417
Frequency of Program Level QA reports (frequency)	Weekly/ Monthly
Frequency of Agency Level QA reports (frequency)	Monthly/ Quarterly

1.11 BIDDER SELECTION CRITERIA

It is the intent of CSB, through this RFP process to measure and select the most appropriate product/solution suite that meets the organization’s long-term requirements, and the best implementer of that suite. CSB intends to enter into a long-term relationship with a well-established Vendor whose products, features, design philosophy, and support policies come closest to meeting its needs. The selected Vendor must be a well-established, financially stable firm(s) committed to the not-for-profit market. It will have a commitment to attracting and retaining an excellent staff of technical and product support personnel. It will have a proven track record of support from installation planning through implementation and ongoing use, particularly with clients located outside the Vendor’s home area. It should also provide evidence of responsiveness to clients' suggestions for improvements. Of particular concern is the Vendor’s ability to implement a system for a set of different needs for different social service agencies, in time to meet the deadlines indicated by CSB. Finally, there must be a good fit between Vendor(s) staff and CSB’s staff to assure a good working relationship.

The Bidder(s) will be evaluated based on the following selection criteria:

- 1) Compliance to RFP Specifications
 - a) HMIS Software Requirements
 - i) Application processing requirements
 - ii) Application reporting requirements
 - iii) Processing controls
 - iv) Extent and success of similar installations
 - b) Ongoing HUD compliance
 - c) Technical Fit
 - d) Implementation Support
 - e) Proposal Requirements
 - i) Submission deadline compliance
 - ii) Proposal format (including submission of all required **electronic** forms)
 - iii) Completeness of information supplied
 - iv) Participation in CSB’s due diligence process

- v) Availability for demos
- 2) Availability of Proven Quality Software
 - a) Application Software
 - i) Flexible
 - ii) Robust
 - iii) Easy to learn and use
 - iv) Works well with other systems in use by CSB (MS Office, Power BI, etc.)
 - b) Availability of Future Enhancements, Reporting Software, and Relational Database
- 3) Support During System Implementation
 - a) Implementation Services
 - i) Project Management Approach
 - ii) System and Operational Procedure Development
 - iii) Hardware and Software Installation
 - iv) Data Conversion Plan/Execution
 - v) Report Development
 - vi) Integrations and Interfaces
 - vii) Training
 - viii) System Documentation
 - ix) HMIS Hosting
 - b) Software Modifications and implications
 - c) Implementation Time Frame
 - d) Availability of Development Support
 - e) Database Conversion
 - f) User Training
- 4) Operations Support
 - a) Availability of Support Personnel
 - i) Proven responsiveness
 - ii) Response time guarantees
 - b) Operational Guarantees
 - i) Overall system availability
 - ii) Service Level Agreements
 - iii) Real-time response time
 - c) Internal Organization
 - i) Size
 - ii) Reputation
 - iii) Specialization
 - d) Availability of Comprehensive Documentation
 - i) User procedures
 - ii) System administration
 - iii) System documentation
 - iv) Disaster Recovery Plan
- 5) Bidder Experience
 - a) Overall Experience
 - b) HMIS System-Specific Experience
 - c) Data Conversion
 - d) Current number of working implementations
- 6) Cost
 - a) Initial System Price and Implementation Fees, including License, Database Conversion, Training, Application Integration and Software Modifications.

- b) Annual Software License Fees and any ongoing operation and support including hosting costs
- c) Any Maintenance fees and any other costs not mentioned above
- d) Payment Terms

2. Proposal Guidelines

2.1 DEADLINE FOR PROPOSALS

One (1) original and four (4) copies of the Bidder's proposal must be submitted by 3:00 p.m., E.S.T., Friday, November 20, 2020 (postmarked) to:

Community Shelter Board
Attention: Lianna Barbu
355 East Campus View Blvd., Suite 250
Columbus, Ohio 43235

All proposals must contain the wording: **Proposal Response – HMIS Solution** on the outside of the package.

Proposals received after the deadline will not be accepted. Proposals may not be delivered via email or facsimile.

Additionally, Bidders must send one electronic copy of the complete Bidder proposal response, including the completed specification worksheets that have been provided in Word, by the same deadline above.

2.2 REQUIREMENTS FOR SIGNING PROPOSAL

Each Bidder, by making a proposal, represents that this document has been read and is fully understood. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company or corporation submitting the proposal.

2.3 PREPARATION OF PROPOSALS

Proposals shall be prepared in accordance with the Proposal Response Format in Section 3. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis. An electronic copy of this proposal and relevant attachments are provided to facilitate the preparation of the Bidder's response.

2.4 RFP CLARIFICATIONS

If any Bidder contemplating submitting a proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the CSB a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation will be made only by an addendum to this RFP.

All Bidder inquiries regarding this proposal must be written and should be emailed prior to Monday, October 19, 2020, to tbillman@csb.org.

CSB will not respond to Bidder questions submitted beyond this time. CSB will prepare a formal response to questions submitted and will post responses on CSB's website by October 23, 2020, at the link <https://www.csb.org/providers/columbus-servicepoint>

2.5 ECONOMY OF PRESENTATION

Proposals should be prepared simply and economically providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

2.6 TURNKEY INTENT

It is the desire of CSB to obtain a "turnkey solution" from a product Bidder to take responsibility for the completion of all the requirements detailed in this RFP. It is also the intent of CSB to obtain proposals from as many qualified Bidders as possible.

2.7 OTHER PROPOSAL TERMS

- A. CSB reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous with respect to a combination of factors, including without limitation, price, quality of service, the Bidder's qualifications and capabilities to provide the specified service, and other factors that CSB deems necessary, but such proposal need not be the most advantageous with respect to each individual factor. CSB does not intend to award a contract fully on the basis of any one response made in a proposal; CSB reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet CSB's specifications and needs.
- B. CSB reserves the right to reject any or all proposals, to waive or not waive informalities or irregularities in proposals or proposal procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by CSB to be in the best interests of CSB, regardless of the proposed terms of such proposal.

2.8 RIGHT TO REQUEST ADDITIONAL INFORMATION

CSB reserves the right to request any additional information from Bidders based on their proposals.

2.9 PROPOSAL PREPARATION COSTS

The Bidder is responsible for any and all costs incurred by the Bidder or his/her subcontractors in responding to this RFP.

2.10 SYSTEM DESIGN COSTS

The successful Vendor(s) shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. These costs must be included by the Bidder(s) in the base proposal and designated in the proposal pricing forms.

2.11 ELIGIBILITY PERIOD

All Bidder proposals are required to be offered for a term not less than **180** calendar days in duration. A proposal may not be modified, withdrawn or cancelled by the Bidder during the 180-day time period following the time and date designated for the receipt of proposals.

2.12 TURNKEY SOLUTION

All prices quoted must include all equipment necessary to make the system specified fully operational for the intent, function and purposes stated herein.

2.13 MULTIPLE PROPOSALS

Multiple proposals from the Bidder will be permissible, however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response.

3. Proposal Response Format

Bidders should consult the following format in developing and formatting their proposal response. The proposal should include a Table of Contents:

Section	Contents
3.1 EXECUTIVE SUMMARY	This part of the response to the RFP should be limited to a brief narrative not to exceed two (2) pages, describing the proposed solution. Please indicate if your organization is an implementer or reseller of HMIS solutions and indicate which product suite is being proposed. The summary should contain as little technical jargon as possible, and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations
3.2 ORGANIZATION BACKGROUND	The Bidder is required to provide a general description of the application program product(s) and must provide information about their company so that CSB can evaluate the Bidder's stability and ability to support the commitments set forth in response to the RFP. CSB, at its option, may require the Bidder to provide additional documentation to support and/or clarify requested information. If the Bidder is proposing to use a subcontractor on this project, please provide background information on the subcontractor, Bidder relationship with that firm and the specific services and/or products that the subcontractor will be providing on the project. A complete list of subcontractors is required. CSB has the right to approve or disapprove of all subcontractors of the Bidder at any time.
3.3 PROPOSED APPLICATIONS SOLUTION	The Bidder is required to provide a general description of the application program product(s) and how it will meet requirements of this RFP. For each product included, please describe the software manufacturer and product version.
3.4 QUESTIONNAIRE	The Bidder must respond to the Bidder Questionnaire in Section 5.3 of this RFP. Please complete one Questionnaire form for each company / firm represented in the Bidder's proposed solution. Please indicate the prime Bidder for only one organization.
3.5 SERVICES IMPLEMENTATION WORK-PLAN	It is expected that the successful Vendor(s) will lead the efforts in each of the implementation areas described unless stated otherwise. CSB expects that an initial step in the implementation will be to more clearly define a detailed implementation plan and schedule. The Bidder is to provide a preliminary implementation

	<p>plan in narrative format supported by an activity-level project plan that details how the proposed solution is to be implemented, including the following components:</p> <ul style="list-style-type: none"> a) Project Management Approach b) Technical Environment Design / Planning c) Hardware and Software Installation d) System and Operational Procedure Development e) Data Conversion Plan / Execution f) Report Development g) Custom Programming / Software Modifications h) Integrations and Interfaces i) Training j) System Documentation k) HMIS Hosting <p>The Bidder should not be constrained to only include the identified items in the Bidder’s proposal response if the Bidder feels that they add value to the overall implementation. CSB requests that the Bidder should provide their work plan in a Gantt chart format as part of the proposal response.</p>						
<p>3.6 ONGOING SUPPORT AND MAINTENANCE</p>	<p>The Bidder must specify the nature, costs and conditions of any post-implementation support options including:</p> <ul style="list-style-type: none"> a) On-site support b) On-line support c) Telephone support - Include the minimum response time provided as part of the basic support agreement and average response time for the past twelve (12) months. d) Remote diagnostics e) Delivery method of future upgrades and product enhancements. f) Hardware and database g) Frequency of upgrades h) Availability of user groups i) Escalation options and procedures <p>Identify the party or business unit that is responsible for the support options provided above. Please provide any service level agreements (SLA’s).</p>						
<p>3.7 RESPONSE TO HMIS SYSTEM SPECIFICATIONS</p>	<p>Responses to the HMIS system specifications listed in Section 4 of this RFP must be provided in this section of the Bidder response. Use the pages provided and attach added explanation pages as necessary. The following code should be used when responding to the requirements:</p> <table border="1" data-bbox="706 1711 1490 1927"> <thead> <tr> <th>Response</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Y</td> <td>Yes, the specification is available as a standard feature or configurable option of the packaged system included in the proposed solution</td> </tr> <tr> <td>R</td> <td>If specification / report is available through developing a customized Report via the proposed report writer related to the software</td> </tr> </tbody> </table>	Response	Description	Y	Yes , the specification is available as a standard feature or configurable option of the packaged system included in the proposed solution	R	If specification / report is available through developing a customized Report via the proposed report writer related to the software
Response	Description						
Y	Yes , the specification is available as a standard feature or configurable option of the packaged system included in the proposed solution						
R	If specification / report is available through developing a customized Report via the proposed report writer related to the software						

	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">M</td> <td>If specification is available through Modification to the system</td> </tr> <tr> <td style="text-align: center;">F</td> <td>If specification is not available now, but will be available (general release) in a Future release of the software within 1 year of the date of the Bidder's proposal.</td> </tr> <tr> <td style="text-align: center;">N</td> <td>If specification is Not available</td> </tr> </table> <p>Bidder proposal responses must include an electronic Word copy of this section as well.</p>	M	If specification is available through Modification to the system	F	If specification is not available now, but will be available (general release) in a Future release of the software within 1 year of the date of the Bidder's proposal.	N	If specification is Not available
M	If specification is available through Modification to the system						
F	If specification is not available now, but will be available (general release) in a Future release of the software within 1 year of the date of the Bidder's proposal.						
N	If specification is Not available						
3.8 CLIENT REFERENCES	The Bidder must provide at least four (4) references from clients that are similar in size and complexity to CSB and the Columbus and Franklin County Continuum of Care. The format for completing the Bidder references is provided in Section 5.2 of this document.						
3.9 LICENSE, SUPPORT AND MAINTENANCE AGREEMENTS	Sample license and maintenance agreements must be provided in this part of the Bidder's response for all components of the recommended solution (i.e., hardware, software, operating system, database, etc.). Indicate the basis of how licenses are determined. Please provide Bidder's standard form of contract.						
3.10 CONTRACT TERMS AND CONDITIONS	<p>Bidders are to refer to Section 6 and complete the following forms:</p> <ul style="list-style-type: none"> • Contract Terms and Conditions Compliance Checklist (Section 5.5) • Contract Terms and Conditions Compliance Checklist – Exceptions Explanations (Section 5.6) <p>Bidders are to check (provide an "X") either the Comply, Exception, or Not Comply column to indicate their agreement with the Contract Terms and Conditions delineated in Section 6.</p>						
3.11 EXCEPTIONS AND DEVIATIONS	If the Bidder finds it impossible or impractical to adhere to any portion of these specifications and all Appendices, it shall so state in its proposal, with all deviations grouped together in a separate section entitled, "Exceptions/Deviations from Proposal Requirements." This section will be all inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the Bidder in submitting a proposal, will accept this stipulation without recourse.						
3.12 SAMPLE IMPLEMENTATION PLAN	Section 3.6 of the Bidder's proposal response should include a "Services Implementation Work-plan" for CSB. In addition, the Bidder should provide in this section, a sample Implementation Plan from a successfully implemented HMIS system for a client of the Bidder.						
3.13 OTHER INFORMATION	Please provide any other information that supports your proposal in this section.						
3.14 BIDDER PRICING	Costs for the Bidder's proposed solution should be submitted on Bidder Pricing Forms provided in Section 5.4 of this RFP. Costs should include the complete costs for the solution including software, license fees, training, travel, per diem, installation, documentation, discounts, operating costs, etc. Use additional pages as needed to provide additional cost detail, however all costs should be completely reflected on the Proposal Pricing						

	<p>Forms. For each item, indicate if the cost is one-time, annual, or other. In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or words to that effect. In the event the product or service is not being included in the Bidder proposal, the item should be noted as "No Bid".</p> <p><i>If a Bidder is proposing multiple licensing options (i.e. enterprise and named user) please provide a complete copy of the pricing forms for each option, clearly labeled as such.</i></p>
3.15 SIGNATURE PAGE	Please attach a completed copy of the Signature Page, provided in Section 5.1 of this RFP, signed by an individual that is authorized to sign on behalf of company submitting the proposal.

4. HMIS System Specifications

CSB has included in this section the following application specifications categories for the proposed HMIS system:

- 4.1 - General Requirements
- 4.2 - System Security & Privacy
- 4.3 - Data Collection
- 4.4 - Client Services
- 4.5 - Quality Assurance
- 4.6 - Reporting
- 4.7 - Local Administration

CSB believes that the majority of the requirements identified for these applications can be met by packaged software products with a minimum number of software modifications. Each Bidder should review the specifications and reports listed in each subsection and respond as to their availability within the Bidder's proposed software system.

Several Priority columns have been included to describe the level of importance of each specification to CSB:

Priority	Importance
HUD Required	Requirement established by HUD to comply with current HMIS Data & Technical Standards
Locally Required	Software Requirement Established by CSB
Desired	Desired Software Specification

Each Bidder should review the specifications listed in each category and respond as to their availability within the Bidder's software system. The responses should be entered under the "Availability" column of each form as follows:

Availability	Description
Y	If specification is available as a standard feature or configurable option of the packaged system included in the proposed solution
R	If specification / report is available through developing a customized report via the proposed reporting software

M	If specification is available through modification to the system
F	If specification is not available now, but will be available (general release) in a future release of the software within 1 year of the date of the Bidder's proposal.
N	If specification is not available

Do not change the order or language of the specifications.

Bidders must enter their “Availabilities” (i.e., Y, R, M, F, or N) for all specifications on the Word form and provide them electronically with their proposal.

Use the Cost column for “M” or “F” responses to estimate the cost to be incurred by CSB to secure the specification/report. If the response is “F” CSB asks that future upgrades and system enhancements are at no cost for CSB and its agencies.

General requirements

Feature	Priority	Availability	Cost (if not included in bid)
Commitment to regularly update product as technology improves	Locally required		
Commitment to annual updates in compliance with updated HUD requirements	HUD required		
Documented procedures on how updates will be processed (i.e. opt-in or mandatory; time of day updates are pushed; etc.)	Locally required		
Protocol for addressing bug reports	Locally required		
Use of a train the trainer model as part of installation process	Locally required		
Commitment to ongoing technical support	Locally required		
Openness to feedback and feature requests	Desired		
Built-in ticket system	Desired		
Self-service password updates	Locally required		
Ability to handle dozens of concurrent users	Locally required		
Built-in data elements/assessments/workflows are well documented in a data dictionary or user guide	Locally required		
Consistency in product design from one screen to another	Desired		
Ability to use software from a tablet or smartphone in addition to desktop computers (i.e. includes a mobile-friendly interface)	Locally required		
Printer friendly interface when in desktop mode	Desired		
Ability to quickly view a client's entire history (assuming appropriate user permission)	Locally required		
Software updates are thoroughly tested or made available as a preview before being pushed out	Locally required		
Built-in help (e.g. hover over text) for end users	Desired		
Thorough data dictionary explaining the purpose of built-in data elements	Desired		

4.1 SYSTEM SECURITY & PRIVACY

Feature	Priority	Availability	Cost (if not included in bid)
Web-based data hosting and security	Locally required		
Documented nightly backup and emergency recovery procedures, managed by vendor	Locally required		
Secure API capability	Desired		
Technological safeguards including authentication, encryption, and role-based data access	HUD required		
Ability to audit user activity by user or by client	Locally required		
Ability to lock users out of the system on demand	Locally required		
Ability to control password requirements	Desired		
Availability of two-factor authentication	Desired		
System timeout after 15 minutes of inactivity	HUD required		
User limited to one simultaneous login	HUD required		

4.2 DATA COLLECTION

Feature	Priority	Availability	Cost (if not included in bid)
Built-in support for all HUD-required data elements (universal data elements, project descriptor elements, program specific data elements, metadata elements)	HUD Required		
Client intake – intuitive workflow to minimize data entry errors	Locally Required		
Client updates – ability to see a data element’s history and change data/correct errors with minimal steps	Locally Required		
Ability for case workers to track clients	Desired		
File uploading and storage capabilities	Locally Required		
Ability to share or hide data on a per program basis (i.e. some agencies should have records only they can see)	HUD Required		
Ability to track service records (e.g. financial assistance) separate from entry-exit records	Locally Required		
Real time alerts for probable errors (e.g. a client who is employed but doesn’t have any earned income)	Desired		
Auto population of data from previous program enrollments when appropriate	Locally required		
Ability to track client release of information (ROI) or to turn off functionality	Desired		
Ability to collect electronic signatures	Desired		
Ability to attach (and display) a photo of the client to their profile	Desired		
Case note management system (i.e. more than a textbox for notes) – preferably with search function	Desired		

Bed list/waiting list functionality that is distinct from program entry-exit records	Locally required		
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4.3 CLIENT SERVICES

Feature	Priority	Availability	Cost (if not included in bid)
Ability to identify client eligibility or flag ineligibility for a given program (e.g. clients needing a disability to enter PSH)	Desired		
Ability to create anonymous records – should be available only to select users	HUD Required		
Ability to create and manage households to track families as units	Locally required		
Ability for case managers to easily see a summary of their current clients	Desired		

4.4 QUALITY ASSURANCE

Feature	Priority	Availability	Cost (if not included in bid)
Safeguards to prevent creation of duplicate clients	Locally Required		
System alerts for annual assessment due dates	Desired		
System alerts for clients turning 18 or having other eligibility related data updated	Desired		
Confirmation of sensitive actions (e.g. deleting records)	Locally Required		
Ability to merge duplicate client records	Locally Required		
Safeguards to prevent common data entry mistakes (e.g. preventing a “yes” answer to client is receiving income with no type specified)	Desired		

4.5 REPORTING

Feature	Priority	Availability	Cost (if not included in bid)
Ability to run all HUD mandated reports on demand without programming by CSB	HUD required		
Ability to create custom reports on demand in a modern reporting tool with data visualization	Locally Required		
Ability to export large amounts of raw data on demand	Locally Required		
Availability of all locally created data elements in the reporting software	Locally Required		
Ability to pull real time data in reports	Desired		
Ability to export report data to MS Excel, CSV or XML	Locally Required		
Availability of reporting for select end users	Locally Required		
Ability to schedule reports	Desired		
Availability of client level data in federal reports	Desired		

System capability to handle high amounts of data at once, or a procedure to run such reports on vendors' end when needed	Locally Required		
Thorough system documentation (if reporting tool is not a commonly used out-of-box product)	Desired		
Ability to pull all system data or to request such data from the vendor once a month	Desired		
Ability to print custom reports directly from HMIS	Desired		
All data including custom data elements (with exclusion of deleted/corrected answers and audit history) is available in the reporting tool	Locally required		

4.6 LOCAL ADMINISTRATION

Feature	Priority	Availability	Cost (if not included in bid)
Ability to create and modify client assessments/ data intake forms/workflows	Locally Required		
Ability to add custom data elements	Locally Required		
Ability to use conditional logic on data forms	Desired		
Ability to track real time reservation and bed availability	Locally Required		
Scoring system to allow prioritization of clients	Desired		
Ability to create and modify program on demand	Locally Required		
Ability to create and manage custom user roles	Desired		
Ability to push notifications to end users (e.g. news)	Desired		
Ability to shadow end users to facilitate troubleshooting	Locally required		
Ability to email updates to selected end users	Desired		
Availability of a (clearly distinguishable) training site	Locally required		
Ability to show different home screens/different workflows for a user role and agency level (or individual user level)	Desired		
Ability to close all clients open in a specific program as of a specific date (i.e. in the event a project closes)	Desired		

5. Required Forms

5.1 SIGNATURE PAGE

The following is a form to be completed by the Bidder(s) to propose hardware, software, and services for the Homeless Management Information System described in this RFP:

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City St. Zip
_____ Telephone #	_____ Fax #
_____ Federal Tax ID #	_____ Email Address

The above individual is authorized to sign on behalf of the company submitting the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 180 days.

5.2 BIDDER REFERENCE INFORMATION

Please provide reference information for four installations similar in size and complexity to the CSB's.

Customer Name:	
Customer Contact:	
Customer Phone Number:	()
E-mail Address:	

Equipment configuration (briefly describe each system device quantities, and list characteristics such as size, speed, and capacity):

Installed application systems (briefly describe):

5.3 BIDDER QUESTIONNAIRE

1. Please state the year the Bidder started in the business of selling Homeless Management Information System solutions?

Year Started Selling HMIS

2. Please state the year the Bidder started in the business of selling and implementing the specific Homeless Management Information System that has been proposed to CSB?

Year Started Implementing This Specific System

3. Does the Bidder develop and implement the HMIS solution or is the Bidder a reseller, integrator and implementer of a product(s)? (please check one)

Developer and Implementer	Implementer / Integrator

If the Bidder is a reseller, integrator and implementer of a product(s), please list the products and their manufacturers / developers:

Primary Product Components

4. Where is the Bidder's closest support facility from which the Bidder would provide primary support?

Support Facility Location

5. Where is the Bidder's company headquarters?

Company Headquarters Location

6. Please list the Bidder's sales in the previous four years (complete each column as appropriate):

Year	Sales for Product Manufacturer	Sales for VAR / Implementer
2019		
2018		
2017		
2016		

7. How many total full time equivalent (FTE) employees does the Bidder have in each of the following categories, dedicated to the HMIS implementation (complete each column as appropriate):

Area	Number for Product Bidder	Number for VAR / Implementer
Sales/Marketing		
Management/Administration		
Help Desk Staff		
Implementation Staff		
Development Staff		
Report development staff (if in addition to the above)		
Other		
Total		

8. What is the Bidder's hourly rate for implementation assistance *beyond* that which is included in the Bidder bid by skill-set?

Rates for Additional Implementation Assistance	
Hourly Rate	Skill Set
\$ / hr	Project Management
\$ / hr	Custom Reporting
\$ / hr	System Interface / Integration Development
\$ / hr	Customization / Programming
\$ / hr	Data Conversion
\$ / hr	Technical Training
\$ / hr	End User Training
\$ / hr	Documentation Development
\$ / hr	Other - please describe
\$ / hr	
\$ / hr	

9. As a *Primary Bidder*, can the Bidder provide a true Turnkey Solution, including:

Turnkey Solution		
Component	Yes	No
HMIS Software		
Reporting Software		
Other Ancillary Software		
Server Hardware (if needed)		
HMIS Hosting		
Network Infrastructure / Technical Planning		
User Training		
Technical Training and Knowledge Transfer		
Data Conversion		
Development of Integrations and Interfaces		
Ongoing Support		
Project Management		

Please describe any responses above where the Bidder does not provide a turnkey solution:

Description

10. How long has the current version of the proposed software been in production?

Duration

11. Will the Bidder provide all periodic enhancements to the software at no additional charge, beyond the annual support agreement?

Yes	No

Please describe the frequency of major and minor releases

Release Schedule

12. CSB requests that the successful Vendor agree to a one-year warranty. The warranty period would start on the day of final approval for payment, after the system is installed and functioning properly, and after the Vendor’s authorized representative and consultants have tested and approved the system. Will the Bidder agree with this condition? (please check one)

Yes	No

If the Bidder does not agree, what is the longest time that the Bidder would agree to an “on-site” warranty?

Duration

13. Does the Bidder have a toll-free support line? (if Yes, please describe it)

Yes	No

Description

14. Does the Bidder have an online customer support center that provides support resources? (if Yes, please describe it)

Yes	No

Description

15. Does the Bidder have an online customer support center that provides the ability for CSB to log a service ticket requesting support? (if Yes, please describe it)

Yes	No

Description

16. What is the Bidder’s average response time (hours) for a response to a service ticket (phone or online)?

Average Online Service Ticket Response Time

17. What is the Bidder’s guaranteed maximum response time (hours) for a response to a service ticket (phone or online)?

Maximum Guaranteed Online Service Ticket Response Time

18. Can you remotely access installed systems to perform diagnostics? (please describe approach)

Remote Access / Diagnostics Approach

19. How many fully operational installations has the Bidder completed as follows:

Location	Midwest States	Nationally
Multi-organization (i.e. Continuum of Care)		
Single organization		
Overall		

20. Please describe the Bidder’s commitment to providing HMIS solutions in the future?

Commitment to Provide HMIS Solutions in the Future

21. Will the Bidder contractually agree to:

Contractual Inquiry		
Term / Condition	Yes	No
Provide <u>on-site</u> staff for training and implementation at CSB?		
Hold-backs of payments for non-performance?		
Payment hold-backs until fully operational and formally accepted?		
Designation of a Project Manager assigned to CSB?		
Allow CSB to approve Vendor staff assigned to help with implementation?		

22. Ranked in order, what would be the Bidder’s three top preferred, comparably sized, site visit locations?

Bidder Preferred, Comparably Sized, Site Visit Location
1) 2) 3)

23. What hardware platform does the Bidder’s proposed application software currently operate on?

Hardware Platform of Proposed Applications

24. What operating system(s) does the Bidder’s proposed application software currently operate on?

Operating System of Proposed Applications

25. What database environment does the Bidder’s proposed application software currently operate on?

Database Environment of Proposed Applications

26. Is the Bidder committed to supporting the above operating system, database and hardware platform(s) for the foreseeable future?

Yes	No

27. Will the Bidder guarantee that the system will maintain a 5-second maximum response time under all circumstances?

Yes	No

28. Will the Bidder guarantee that the system will operate at least 98% of the time?

Yes	No

29. Please describe the Bidders standard contract billing terms and practices, including initial and ongoing time frames. Please minimally specify terms and practices for license components, services, ongoing support and maintenance agreements.

Billing Terms

- 30. Please describe the Bidder’s standard HMIS software license tier levels (i.e. 5 user blocks, single users, etc.) and describe the nature of how incremental licenses are added. Please include incremental pricing information.

HMIS Software User License Tiers

- 31. CSB purchasing policy dictates that the successful Vendor(s) are to provide a valid registered Tax Identification Number. Please provide.

Bidder’s Tax-ID

- 32. Has your organization had experience converting data from ServicePoint 5? Please describe any relevant experience.

Relevant Experience

- 33. Please describe your organizations availability to begin implementation of an HMIS solution for CSB.

Availability

- 34. Please describe how system customizations and modifications will affect future enhancements and upgrades.

Effects on future enhancements and upgrades

5.4 BIDDER PRICING FORMS

Please complete the attached pricing forms:

A. HMIS Application Software

Please include pricing below for all necessary HMIS application software and related licensing required to accommodate the proposed HMIS solution as delineated in the requirements defined within this RFP: Please categorize your expenditures in the appropriate column. Add additional lines with explanation as needed. Rightmost "Total" column and "Annual Ongoing Support Cost" should reflect CSB's total one-time cost and total recurring costs, respectively. License costs in Bidder proposals should minimally be quoted by Bidder for enterprise licensing. Bidders are welcome to additionally optionally propose a seat based or workstation-based licensing model. *If a Bidder is proposing multiple licensing options (i.e. enterprise and named user) please provide a complete copy of the pricing forms for each option, clearly labeled as such.*

A. HMIS Application Software	Item Description	Set-up	# of Units (i.e. licenses) / Unit Cost	Total (one-time cost)	Annual Ongoing Support Cost
Please describe					
Sub-Total: Proposed Application Software Cost					

B. Other Required Software

Please include pricing below for all other software and related licensing required to accommodate the proposed HMIS solution as delineated in the requirements defined within this RFP: Please categorize your expenditures in the appropriate column. Rightmost "Total" column and "Annual Ongoing Support Cost" should reflect CSB's total one-time cost and total recurring costs, respectively.

B. Other Required Software	Item Description	Set-up	# of Units (i.e. licenses) / Unit Cost	Total (one-time cost)	Annual Ongoing Support Cost
Utilities					
Relational Database Software					
Operating System Software					
Reporting Software					
Virus Protection					
Software Required for Participating HMIS Agencies					
Other - Please describe					
Sub-Total: Proposed Other Software Cost					

C. Hardware

The general assumption is that no hardware costs are necessary, however, please include pricing below if this is necessary to support the Bidder's proposed HMIS solution as defined within this RFP: Please categorize your expenditures in the appropriate column. Rightmost "Total" column and "Annual Ongoing Support Cost" should reflect CSB's total one-time cost and total recurring costs, respectively.

C. Hardware	Item Description	Set-up	# of Units / Unit Cost	Total (one-time cost)	Annual Ongoing Support Cost
Application Server					
Database Server					
Security Hardware					
Hardware Required for Participating HMIS Agencies					
Other - please describe					
Sub-Total: Proposed Hardware Cost					

D. Implementation and Ongoing Services

Please include pricing below for implementation and ongoing services defined within this RFP: Please categorize your expenditures in the appropriate column. Rightmost "Total" column and "Annual Ongoing Support Cost" should reflect CSB's total one-time cost and total recurring costs, respectively.

D. Implementation Services	Item Description	# of Units (hours)	Unit Cost (hourly rate)	Total (one-time cost)	Annual Ongoing Support Cost
Project Management Approach					
Technical Environment Design / Planning					
Hardware and Software Installation					
System and Operational Procedure Development					
Data Conversion Plan / Execution					
Report Development					
Custom Programming / Software Modifications					
Integrations and Interfaces					
Technical Training					
Local Agency / HMIS Administrator Training					
End User Training / Training Materials					
System Documentation					
HMIS Hosting					
Other - please describe					
Sub-Total: Proposed Implementation Services Cost					

E. Other Services

Please include pricing below for other necessary services required to support the Bidder's proposed HMIS solution as defined within this RFP: Please categorize your expenditures in the appropriate column. Rightmost "Total" column and "Annual Ongoing Support Cost" should reflect CSB's total one-time cost and total recurring costs, respectively.

E. Other Services	Item Description	# of Units (hours)	Unit Cost (hourly rate)	Total (one-time cost)	Annual Ongoing Support Cost
Hosting Services					
Disaster Recovery					
Technical Assistance					
Software Support / Maintenance					
Hardware Support / Maintenance					
Onsite support					
Upgrades					
Travel					
Other - please describe					
Sub-Total: Proposed Other Services Cost					

F. Other Costs

Please include pricing below for any other necessary components required to support the Bidder’s proposed HMIS solution as defined within this RFP: Please categorize your expenditures in the appropriate column. Rightmost “Total” column and “Annual Ongoing Support Cost” should reflect CSB’s total one-time cost and total recurring costs, respectively.

F. Other Costs	Item Description	# of Units	Unit Cost	Total (one-time cost)	Annual Ongoing Support Cost
Other - please describe					
Sub-Total: Proposed Other Cost					

SECTION TOTALS		
Section	Total One-Time Cost	Total Annual Ongoing Support Costs
A. HMIS Application Software		
B. Other Required Software		
C. Hardware		
D. Implementation Services		
E. Other Services		
F. Other Costs		
Less: Discount Offered		
GRAND TOTAL:		

5.5 CONTRACT TERMS AND CONDITIONS COMPLIANCE CHECKLIST

Bidders are to mark either the Comply, Exception, or Not Comply column to indicate their agreement with the terms and conditions delineated in Section 6. Comply indicates the Bidder understands and agrees to comply fully. Exceptions must be fully explained on the Exception Explanations page. CSB reserves the right to reject any proposal for non-compliance with one or more of the specifications. The terms and conditions provided in Section 6 are subject to negotiation and change after the successful Vendor is selected.

Contract Terms and Conditions Compliance Checklist				
#	Title	Comply	Exception	Not Comply
1.	Scope of Services			
2.	Term			
3.	Personnel			
4.	Indemnification			
5.	Insurance Requirements			
6.	Compliance with Laws and Regulations			
7.	Nondiscrimination Clause			
8.	Assignment and Successors			
9.	Termination of Contract			
10.	Payroll Taxes			
11.	Changes in Scope or Schedule of Services			
12.	Choice of Law and Forum			
13.	Incorporation by Reference			
14.	Risk During Storage and Installation			
15.	Shipping of Equipment and Software			
16.	Effect of Regulation			
17.	Control of Sub-Contractor, Project Team and Project Manager Designation			
18.	Warranty of Solution			
19.	Warranties			
20.	Resolution and Response Time Warranty			
21.	Final Acceptance of the System			
22.	Notices Clause			
23.	Force Majeure Clause			
24.	Annual Support Fees			
25.	Video Taping			
26.	Major Releases / Upgrades			
27.	Solution Longevity			
28.	Successor Software Products			
29.	License in Bankruptcy			
30.	Waivers; Severability			

5.6 CONTRACT TERMS AND CONDITIONS COMPLIANCE CHECKLIST – EXCEPTION EXPLANATIONS

For all items marked as “Exception” in the Contract Terms and Conditions Compliance Checklist, a Bidder must fully explain the exception on the Exception Explanations form below.

Exception Explanations		
#	Title	Explanation of Exception

6. Contract Terms and Conditions

If a contract is awarded, the selected Vendor will be required to adhere to a set of contract provisions that will become a part of a formal agreement. The contract terms and conditions provided in this Section 6 are expected to be agreed to by the successful Vendor as part of contract negotiations. Exceptions to the following terms and conditions must be explicitly noted in the Bidder's Proposals. The term "Contract" shall be used throughout this Section 6 to refer to the terms and conditions provided herein.

6.1 SCOPE OF SERVICES

The Vendor will (SPELL OUT SCOPE OF SERVICE)

6.2 TERM

This Contract begins on (MONTH, DAY, YEAR) and ends on (MONTH, DAY, YEAR).

6.3 PERSONNEL

Section 1 - The Vendor will provide the required services and will not subcontract or assign the services without CSB's written approval.

Section 2 During the Term of this Contract and 12 months after termination of this Contract, for whatever reason, the Vendor will not hire any CSB employee for any of the required services without that organization's prior written approval.

Section 3 - The parties agree that the Vendor is neither an employee nor an agent of CSB for any purpose.

Section 4 - The parties agree that all work done under this Contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest owned or affiliated with the contractor. For purposes of this Contract, the term "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

6.4 INDEMNIFICATION

The contractor will, defend, indemnify and hold harmless CSB, its officers, trustees, agents, servants, volunteers and employees from and against any and all liabilities, claims, liens, fines, demands, actions and costs, including reasonable attorney's fees and costs, of whatsoever kind and nature, including injury or death to any persons, including the Vendor's own employees, and loss or damage to any property, including property owned or in the care, custody or control of CSB arising out of or in connection with or in any way incident to the negligence or intentional misconduct of Vendor, any sub-contractor or any employee, agent or representative of Vendor or any sub-contractor in connection with the responsibilities created by this Contract.

CSB requires that the Vendor unconditionally and completely indemnify CSB in the event that the Vendor's products infringe upon the intellectual property rights of a third party. This indemnification may not: (1) be limited to the Vendor's knowledge; or (2) exclude attorney fees and defense costs. CSB will not agree to permit the Vendor to terminate the contract at no cost to the Vendor in the event of an infringement, but CSB will agree to permit the Vendor to seek a license to use the infringing product, to substitute a like product, or to modify the Vendor's product without reducing functionality, all at the Vendor's expense.

6.5 INSURANCE REQUIREMENTS

The Vendor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance in accordance with the laws of the state having jurisdiction over Vendor's employees and Employers Liability Insurance with a minimum limit of \$100,000 for each occurrence.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. CSB shall be added as an "additional insured" on Vendor's general liability policy with respect to the services provided under this Contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with local provisions, including residual liability insurance with a minimum combined single limit of \$1,000,000 per occurrence.

6.6 COMPLIANCE WITH LAWS AND REGULATIONS

The Vendor will comply with all federal, state and local laws and regulations applicable to the performance of the Contract.

6.7 NONDISCRIMINATION CLAUSE

Vendor agrees to not discriminate on the grounds of race, age, religion, color, handicap, gender, sexual orientation, or national origin in service to project beneficiaries, procurement of materials, leases of equipment or services. Vendor will not participate either directly or indirectly in discrimination that is prohibited by federal regulations, executive orders and laws, including employment practices.

6.8 ASSIGNMENT AND SUCCESSORS

This Contract is binding on CSB and the Vendor, their successors and assigns. Neither the CSB nor the Vendor will assign or transfer its interest in this Contract whether by operation of law, in a merger or otherwise without the prior written consent of the other.

6.9 TERMINATION OF CONTRACT

In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Contract, the aggrieved party may notify the other party in writing via certified mail of such failure and demand that the same be remedied within ten (10) business days. Should the defaulting party fail to remedy the same within said period, the other party shall thereupon have the right to terminate this Contract by giving the other party thirty (30) days written notice. Notwithstanding the foregoing, due to lack of federal, state, city or other funding, CSB may at any time during the life of this Contract, terminate the same by giving thirty (30) days notice in writing via certified mail to Vendor. In addition, if at any time a voluntary petition in bankruptcy shall be filed against the Vendor and shall not be dismissed within thirty (30) days, or if the Vendor shall take advantage of any insolvency law, or if a receiver or trustee of the Vendor's property shall be appointed and such appointment shall not be vacated within thirty (30) days, CSB shall have the right, in addition to any other rights whatsoever that it may have at law or in equity, to terminate the contract by giving thirty (30) days notice in writing of such termination.

6.10 PAYROLL TAXES

The Vendor is responsible for all applicable federal and state social security benefits, unemployment taxes and tax withholdings for its employees and agrees to indemnify and protect CSB against any such liability.

6.11 CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by CSB and the Vendor, will be incorporated into this Contract by written amendments signed by both parties.

6.12 CHOICE OF LAW AND FORUM

This Contract shall be governed by the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance. The parties hereby consent to the exclusive jurisdiction of the courts of the State of Ohio in Franklin County, and the United States District Court for the Southern District of Ohio, Eastern Division, and waive any contention that any such court is an improper venue for enforcement of this agreement.

6.13 INCORPORATION BY REFERENCE

The Vendor will supply software, equipment, technology, training, and other related services adequate to accomplish the requirements as set forth in the RFP and the Vendor response to the RFP. The parties agree that the Vendor's response to the RFP is hereby incorporated by reference (the "Response"). Parties agree that where there is a conflict between terms of this Contract and the Response, this Contract will take precedence. The parties also agree that where there is no conflict between this Contract and the Response, then all terms, conditions and offers presented in the Response will be binding upon all parties to the Contract.

6.14 RISK DURING STORAGE AND INSTALLATION

Delivery will be made in accordance with the implementation schedule referenced as part of this Contract. It will be possible to allow for minor variances from this implementation schedule as mutually agreed upon by both parties and confirmed by prior written notice. The software, technology and equipment will be installed and placed into good working order by representatives of the Vendor. During the time period where the equipment/software is in transit and until the equipment is fully installed in good working order, the Vendor and its insurer will be responsible for the equipment/software and relieve CSB of responsibility for all risk of loss or damage to the equipment/software. In addition, Vendor will hold CSB and its agents harmless from any risk of loss or damage arising out of or occurring during the installation of the equipment/software.

6.15 SHIPPING OF EQUIPMENT AND SOFTWARE

All shipments under this Contract shall be F.O.B. destination as specified by CSB and shall be made at the Vendor's own expense and risk. Recognizing that CSB has little prior experience or training in this specific technology, the Vendor will provide all properly trained representatives to unpack all items of equipment/software and place this equipment/software in the proper locations. The Vendor will also be responsible for removal of all debris and packing materials from the site resulting from the installation of the equipment/software.

6.16 EFFECT OF REGULATION

Should any local, state, or national regulatory authority having jurisdiction over CSB, or any of its funding sources enter a valid and enforceable order upon CSB which has the effect of changing or superseding any term or condition of this Contract, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Contract shall remain in effect, unless the effect of the order is to deprive CSB of a material part of this Contract. In the event this order results in depriving CSB of materials or raising their costs beyond that defined in this Contract, CSB shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to terminate the Contract upon thirty (30) days written prior notice to the Vendor. Should the Contract be terminated under such circumstances, CSB shall be absolved of all penalties and financial assessments related to cancellation of the Contract.

CSB shall not be charged for such compliance beyond the cost of the annual support fees. CSB shall also not be charged for analysis, investigation, design, programming, conversion, or implementation of such compliance beyond the cost of the annual support fees.

6.17 CONTROL OF SUB-CONTRACTOR, PROJECT TEAM AND PROJECT MANAGER DESIGNATION

The Vendor understands that the successful installation, testing, and operation of the system that is the subject of this Contract shall be accomplished by a cooperative effort. To most effectively manage this complicated process, the Vendor shall designate a single representative to act as an ex-officio member of the CSB's project management team and who shall have the authority to act on behalf of the Vendor on all matters pertaining to this Contract (the "Representative").

CSB shall have the right to approve all subcontractors, account managers, project managers and staff assigned to CSB by Vendor. In the event that an employee of the Vendor is, in the opinion of CSB, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from responsibility in the project. In the event of such a removal, the Vendor shall, within fifteen (15) days, fill the vacancy by selecting a replacement. Regardless of whom the Vendor has designated as the Representative, the Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Contract.

6.18 WARRANTY OF SOLUTION

CSB has presented detailed technical specifications of the particular purpose for which the HMIS solution is intended. CSB has provided detailed descriptions and criteria of how the system can be defined to accomplish its particular purpose. Given this advanced preparation concerning, and documentation about, CSB's particular purpose, the Vendor at the time this Contract is in force has reason and opportunity to know (1) the particular purpose for which products are required, and (2) that CSB is relying on the Vendor's experience and knowledge of these products to provide those which are most suitable and appropriate. Therefore, the Vendor warrants to CSB that the system is fit for the purposes for which it is intended as described in this RFP and Contract.

6.19 WARRANTIES

The Vendor warrants to CSB that its products will function in accordance with (1) the Vendor's documentation relating to the products; (2) the Vendor's advertising and marketing materials relating to the products (which CSB will attach to and make part of the Contract); and (3) representations of the Vendor specific to CSB, which will be incorporated into the Contract.

The Vendor and each of its employees and agents assigned to perform services hereunder shall have the proper skill, training and background necessary to perform such services in a diligent, timely, workmanlike, competent and professional manner, consistent with good commercial practice, and all services to be performed hereunder will be so performed, and no personnel assigned to this engagement will be reassigned to other engagements or projects if such reassignment would cause the Vendor to violate its obligations under this Contract.

The Vendor warrants that all components provided under this Contract, whether installed initially or under subsequent purchase orders, will be newly manufactured equipment or assembled from newly manufactured parts and will be free from defects in workmanship or material for a period of 12 months (365 calendar days) from the date of final system acceptance. During this 12-month warranty period, the Vendor will furnish all replacement new parts, shipping costs, repaired parts, service labor, travel costs, and other repair costs at no cost to CSB. At the conclusion of the warranty period, CSB will consider obtaining support from the Vendor under a separate maintenance agreement.

6.20 RESOLUTION AND RESPONSE TIME WARRANTY

Vendor warrants that all Resolution and Response Times delineated below shall be adhered to as follows, as determined by the official Project Manager:

Priority 1 support issues are defined as: Mission Critical – Software is down/undiagnosed but feared critical; situation may require a restore and software use is suspended until a diagnosis is given.

- Response to first call/ticket time limit – within two (2) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one business day
- If Vendor and CSB are on a support telephone call to resolve a priority 1 support issue at the time that normal support hours end, Vendor' support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. CSB acknowledges that programmers will not be available at that time.
- Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the quarterly support fees, per incident.

Priority 2 support issues are defined as: Critical Issue – Software is not down, but operations are negatively impacted.

- Response to first call/ticket time limit – within four (4) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business week
- Penalty for not adhering to time limits - CSB shall receive a three percent (3%) credit against the quarterly support fees, per incident.

Priority 3 support issues are defined as: Non-Critical Issue – resolution period to be mutually agreed upon.

- Response to first call/ticket time limit – within twenty-four (24) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business week

Penalty for not adhering to time limits - CSB shall receive a three percent (3%) credit against the quarterly support fees, per incident.

6.21 FINAL ACCEPTANCE OF THE SYSTEM

The system proposed will be defined to be finally accepted by CSB after the installation of the equipment, training, and successful completion of the following performance examinations: system hardware examination, software performance examination, system functional competence examination, system capacity examination, full-load processing capacity examination, system availability examination, approval of as-built, training, and full report verification (standard software and custom reports) and system documentation (the "Acceptance"). CSB and its agents will be the sole judge of whether all conditions for final acceptance criteria have been met.

6.22 NOTICES CLAUSE

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

- 1) Actually received, or
- 2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party, or
- 3) Upon delivery by the CSB of the notice to an authorized Vendor representative while at CSB's site.

Note that if Vendor anticipates missing a due date, then Vendor must notify CSB immediately so that a mutually acceptable revised due date can be agreed to. Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Contract are as follows:

Vendor:

CSB:
Community Shelter Board
355 E Campus View Blvd Suite 250
Columbus, Ohio 43235

6.23 FORCE MAJEURE CLAUSE

Any cause beyond the control of a party, including but not limited to sabotage, fire, floods, strike, riot, labor disputes, insurrection, war, terrorism, act of government, priorities granted at the request of or for the benefit, directly or indirectly, of any government or agent thereof, act of God, breakdown of machinery or equipment, or inability to obtain material, labor, equipment or transportation which results in such party's failure to perform in accordance with the terms hereof shall not give rise to any liability for damages on account of such delay or nonperformance.

6.24 ANNUAL SUPPORT FEES

Support fees shall not be increased by an annual average percentage greater than 3%, for as long as annual support fees are paid and the license agreement between CSB and the Vendor is in effect. Support fees will freeze for an initial period of 3 years.

6.25 VIDEO RECORDING

CSB reserves the right to record any and all training sessions, whether held at CSB's site, Vendor's site, or via teleconference and to use such recordings strictly for staff training purposes.

6.26 MAJOR RELEASES / UPGRADES

CSB shall be entitled to future releases and upgrades for the life of the contract, whether of a "minor" or major" nature, of Vendor or Vendor's software for no additional cost beyond the annual support agreement fees delineated in Attachment X.

6.27 SOLUTION LONGEVITY

The Vendor warrants to CSB that the solutions prescribed in its response will remain available and supported for a minimum of five (5) years from the time the Contract is signed and that any material changes to Vendor's company or products will not affect CSB's implementation or support.

6.28 SUCCESSOR SOFTWARE PRODUCTS

In the event that the Vendor publicly releases a new version of the software or a component thereof within ten (10) years after final implementation and testing of the software at CSB, the Vendor shall send written notification to CSB of such new version, and CSB shall have the option to license the new version pursuant to the terms of this Contract; provided, however, that there shall be no additional fee for such license so long as CSB is current in its payment of any then-applicable license and support fees. Upon the election of CSB to use the applicable new version, the new version shall become software for all purposes under this Contract.

6.29 LICENSE IN BANKRUPTCY

The license granted hereunder shall be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code (the "Code") or any successor provision(s) thereof, a license of rights to "intellectual property" as defined under the Code. The parties agree that CSB, as licensee of such rights under this Contract, reserves, retains and may fully exercise all of its rights and elections under the Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against the Vendor under the Code, CSB shall be entitled to retain all of its rights under this Contract so long as it is not in default of its payment obligations hereunder. The parties further agree that any and all ancillary and supplementary documents, instruments, certificates and agreements necessary or appropriate to consummate the transactions contemplated by this Contract, including, without limitation, all exhibits and schedules to this Contract and any such ancillary and supplementary documents, instruments, certificates and agreements are and shall be considered to be supplementary agreements for the purposes of Section 365(n) of the Code whether or not specifically referenced in this Contract.

6.30 WAIVERS; SEVERABILITY

Either party's waiver of a breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent or other breach thereof. In the event any provision of this Contract is held to be invalid or unenforceable for any reason, the invalidity or unenforceability thereof shall not affect the remainder of this Contract, which shall remain in full force and effect and enforceable in accordance with its terms.