



CITY OF FORT WORTH
PURCHASING DIVISION
REQUEST FOR PROPOSALS (RFP)
FOR
CALL CENTER TECHNOLOGY

REFERENCE RFP No. 07-0067

PROPOSAL SUBMISSION DEADLINE:

******* THURSDAY, APRIL 12, 2007 AT 1:30 P.M. LOCAL TIME *******

NO LATE PROPOSALS WILL BE ACCEPTED

PROPOSALS SHALL BE DELIVERED TO:

CITY OF FORT WORTH PURCHASING DIVISION
LOWER LEVEL
1000 THROCKMORTON STREET
FORT WORTH, TEXAS 76102

PROPOSALS SHALL BE MAILED TO:

CITY OF FORT WORTH PURCHASING DIVISION
PURCHASING DIVISION
1000 THROCKMORTON
FORT WORTH, TEXAS 76102

**FOR ADDITIONAL INFORMATION CONCERNING THIS
RFP PLEASE CONTACT:**

CAMILLIA RYAN, SR. BUYER
(817) 392-8321

E-MAIL : CAMILLIA.RYAN@FORTWORTHGOV.ORG

PRE-PROPOSAL CONFERENCE

TIME: 2:00 PM

DATE: MARCH 27, 2007

LOCATION: CITY HALL

**DEVELOPMENT CONFERENCE ROOM
LOWER LEVEL, NORTHEAST CORNER
1000 THROCKMORTON STREET
FORT WORTH, TEXAS 76102**

**NAME AND ADDRESS OF COMPANY
SUBMITTING PROPOSAL:**

CONTACT PERSON: _____

PHONE: () _____ FAX: () _____

SIGNATURE: _____

PRINTED NAME: _____

E:MAIL: _____ -

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Fort Worth) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the Fort Worth City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at [**http://www.ethics.state.tx.us/forms/CIQ.pdf**](http://www.ethics.state.tx.us/forms/CIQ.pdf).

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person doing business with local governmental entity.

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

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1.0 **INTRODUCTION**

Fort Worth Water Department ("FWWD") currently has an end of life telephony product for its Customer Service Call Center. Rather than to continue with just upgrading the current telephone environment, the FWWD wants to consider a new approach that will integrate all communication services with the current and planned information services and network architecture.

FWWD is not certain what this integrated architecture should be, but wishes to explore ideas with interested Proposers. The goal of FWWD is to maintain one integrated set of communication services utilizing one integrated network to carry all communication traffic. This should be done in an efficient and productive method from the desktop through the network to externally connected networks (public or private).

FWWD has a core Ethernet environment consisting of Extreme Networks equipment with the capacity, capability to provide Quality of Service (QoS), Virtual Lan (VLAN) segmentation and Power over Ethernet (PoE) to necessary locations. Any proposed system must integrate with the FWWD's existing and planned systems, and, at a minimum, provide the voice telephony features readily available in modern telephony systems.

FWWD anticipates that to meet this goal, Proposer coalitions or partnerships may be formed. FWWD is willing to accept proposals from such coalitions or partnerships. Proposed systems must be distributed in nature and services may be provided by attached processors rather than in a monolithic switch architecture.

This document describes the present and envisioned communication requirements of the FWWD and gives specifications and related considerations that FWWD feels are important for the design and installation.

Proposers should consider the descriptive information presented as an integral part of the specifications. Anything the Proposer deems essential to the successful design, installation, and operation of the telephone system, for which no provision is made in this specification, should be mentioned in the Proposer's response (See General Instructions).

1.1 **Overview of City**

The City of Fort Worth ("the City") is a vibrant and growing Texas municipality of approximately 660,000 citizens, dedicated to supporting strong neighborhoods, building a sound economy, and providing a safe community. Fort Worth operates under a strong city manager/ city council form of government. The City Council is composed of nine (9) members comprised of eight (8) single member districts and the mayor, who is elected at large. The City Council establishes city policy and the city manager implements that policy.

1.2 **Purpose**

The Fort Worth Water Department ("FWWD") requires a Call Center telephone infrastructure that provides sophisticated automatic call distribution (ACD), work force management, quality of service management, and call center automation features. The Call Center infrastructure provides an array of FWWD enterprise business services used by FWWD personnel and customers. The infrastructure is a complex array of highly integrated telephone equipment, computer automation, and business application software. Taken together, the Call Center infrastructure must provide a unified approach to customer service, revenue collection, financial, and human resource management.

1.3 Objectives

It is FWWD's desire to procure a more effective Call Center communications infrastructure using a well-defined, well-organized procurement process. The system will have automated calling features for the purpose of public education. FWWD foresees using the calling features for account delinquency, interruptions of service, high water emergency alerts, construction project updates, emergency alerts (e.g., main breaks), water conservation, water restrictions, and drought programs. FWWD anticipates the new Call Center system will meet or exceed FWWD requirements for five years or more.

The Call Center requirements that follow include detailed requirements for automatic call distribution (ACD) call routing and telephone positions, Call Center automation, quality of service, work force management, reliability, call monitoring, system capacity, verification and support, and other special functions of the Call Center system. The system will maximize the efficient use of staff and system resources while achieving desired FWWD service goals.

The new Call Center system must be ADA-compliant (American Disability Act) and should have improved emergency response capabilities.

1.4 Background

The FWWD maintains and manages a 24 by 7 Call Center for the purpose of processing calls from FWWD customers in support of multiple City services and fees. It is essential that the Call Center meet high standards for customer service, call processing reliability, cost efficiency, and human resource management.

The current Call Center is operating at or above its call processing capacity. Consequently, the current Call Center communications infrastructure does not meet many FWWD requirements for call processing automation, efficiency, reliability, and quality of service.

The FWWD's service obligations to the public are growing. The City population growth and the addition of new city services are increasing and diversifying the types of services supplied by the Call Center. The FWWD requires a more technically sophisticated, higher capacity Call Center system than can be provided by existing City telephone systems. The ramifications of not upgrading the system at this time are the degradation of service to the public, failed support to disabled employees, and the possible reduction of FWWD's ability to respond to emergencies within the City.

1.5 Project History

The Water Department employed the Southwest Research Institute (SwRI) as consultants to aid with the call center technology procurement. SwRI is tasked with organizing and leading a Call Center Procurement Team consisting of SwRI engineers and FWWD staff for the purpose of developing requirements, composing the request for proposal, interviewing RFP respondents, evaluating RFP responses, selecting one or more qualified supplier finalists, and developing implementation strategies.

SwRI conducted interviews with Call Center area experts and Call Center stakeholders to define detailed Call Center business requirements. Then the team interviewed FWWD management, Call Center stakeholders, and Call Center area experts to define the minimum acceptable requirements needed for the FWWD for potential Call Center infrastructure. SwRI identified legacy systems and applications support requirements for the new infrastructure to be

used as a part of the Call Center requirements. SwRI interviewed FWWD experts and managers to determine existing equipment and applications that will be maintained within the new infrastructure. SwRI identified capabilities and limitations of facilities, power sources, and communications infrastructure necessary to house, power, and communicate with a new FWWD Call Center.

SwRI created a comprehensive Call Center Requirements Definition Document using the detailed requirements collected during this task and the high-level requirements contained in the FWWD Security Communications Plan.

1.6 **Abbreviations**

ACD- Automatic Call Distribution

ADA- American Disability Act

ANI/ALI- Automatic Number Identification/ Automatic Line Identification

CLID- Calling Line Identification

CPU- Central Processing Unit

CO- Central Office

CRM- Customer Relationship Management

CTI- Computer Telephony Interface

DSL- Digital Subscriber Line

FWWD- Fort Worth Water Department

HMI-Human-machine interface

IDVR-Integrated Digital Voice Recorder

IP- Internet Protocol

ISDN- Integrated Services Digital Network

IVR- Interactive Voice Response

PBX- Private Branch Exchange

PoE- Power over Ethernet

QoS- Quality of Service

RFP- Request for Proposal

SwRI- Southwest Research Institute

TCP/IP transmission control protocol/ Internet protocol

VoIP- Voice over Internet Protocol

VPN- Virtual Private Network

WFM- Workforce Management

1.7 **Definitions**

Agent group – A collection of agent positions associated with a given supervisor position.

*Agent position – A specialized telephone instrument designed to answer, originate, and **transfer telephone calls within a Call Center.***

Agent queue – An automatic call distributor mechanism designed to route

incoming customer calls to groups of agent positions and to provide callers with recorded audio until an agent position answers the call. FWWD organizes its Call Center into multiple agent queues. Each FWWD queue offers specific service specialties (e.g., residential service, commercial service, Spanish-speaking service). Callers request the desired specialty via interaction with an Interactive Voice Response (IVR).

Automatic call distributor – A specialized telephone switch designed to distribute large numbers of incoming calls arriving on a trunk within trunk groups to one of several agent positions within one or more agent queues.

Call Center system – A collection of an Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Integrated Digital Voice Recorder (IDVR), and other systems that comprise the total system offered by a single provider or a single provider team.

Line – A voice path between a telephone switch (e.g., central office, private branch exchange [PBX], ACD) and a telephone instrument (plain old telephone [POT], agent position, supervisor position).

Line group – A collection of lines between a telephone switch and a set of telephone instruments (interactive voice response [IVR] line interfaces, a telephone key system, integrated digital voice recorder [IDVR] recording interfaces).

Trunk – A voice path between two telephone switches acting as a communications resource (server).

Trunk group – A collection of voice paths between two telephone switches (e.g. Central Office [CO] trunks, PBX or ACD tie trunks, T1 trunk group) acting as a set of homogenous communications resources (servers) between the two switches.

Voice path – A voice path conveys bidirectional audio for a single telephone call between the source and the destination. A voice path may be a physical voice path in a circuit switched network or a logical voice path in a transmission control protocol/Internet protocol (TCP/IP) network.

2.0 **INSTRUCTION TO PROPOSERS**

2.1 **Invitation to Respond**

This Request for Proposal (RFP) is intended to allow a single "turnkey" Vendor to be responsible for the proposed System including cross-connects, instruments, miscellaneous ancillary devices, interfaces, software and all related material to assure a complete and fully operational Call Center System.

Proposers must demonstrate capability and experience in successfully providing a call center solution to commercial enterprises, capital-intensive municipal utilities and/or state and local government agencies.

All responses received within the specified time period that comply with the terms set forth in this RFP will be considered by the City. Subsequently, each response will be evaluated against conformance to requirements and ranked based on established evaluation and selection criteria. Proposals must be in compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification at the sole discretion of the City.

The City will not be liable in any way for any costs incurred by any Proposer in the preparation of proposal in response to this RFP, not for the submittal or presentation of proposals, and subsequent participation in interviews, discussions or negotiations related to the response.

The City reserves the right to withdraw this RFP at any time, for any reason, and to issue such clarifications, modifications, and/ or amendments, as the City may deem necessary and appropriate.

Receipt of a proposal by the City or a submission of a proposal to the City confers no rights upon the Proposer nor obligates the City in any way.

The City reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the City. Any such waiver shall not modify or waive any remaining RFP requirements or excuse the Proposer from full compliance with the RFP specification and other requirements if the Proposer is selected for contract award.

The City reserves the right to accept or reject in whole or in part any or all proposals submitted. The City may reject the proposal of any Proposer that is determined to be non-responsive.

2.2 Submission of Proposals

Proposers to this RFP shall submit to the City one (1) original and five (5) reproducible hard copies of all proposal documents in a single sealed package clearly marked CALL CENTER TECHNOLOGY, Reference RFP No. 07-0067. Proposer's name, company and business address should be marked on the outside of the envelope. The original proposal must be clearly marked "Original". Facsimile transmittals and offers communicated by telephone will not be accepted or considered.

Proposals may be delivered or mailed to:

City of Fort Worth
Municipal Office Building/ City Hall
Purchasing Division
1000 Throckmorton Street
Fort Worth, Texas 76102

2.3 Receipt of Proposals

Proposals must be received in the City Purchasing Division no later than the time indicated on the Cover Sheet of this solicitation or subsequent addendum. It is the responsibility of the Proposer to ensure proposals are received by the City prior to the deadline. The Proposer is responsible for the cost and means of preparing and delivering proposal documents to the stated City locations on time.

Delays due to any instrumentality used to transmit the proposal including delays caused by the Proposer or the City's internal mailing system will be the responsibility of the Proposer. The proposal must be completed and delivered in sufficient time to avoid disqualification of lateness due to difficulties in delivery. The time stamp clock in the Purchasing Division is the official clock for determining whether proposals are submitted timely. Sufficient time should be allowed for official receipt. Late proposals will not be considered under any circumstances.

The City shall accept all proposals that are submitted properly. However, the City reserves the right to request clarifications or corrections to proposals after official receipt.

All proposals submitted must be the original work product of the Proposer. Copying, paraphrasing, or other use of substantial portions of the work product of another Proposer is not permitted. Failure to adhere to this instruction may result in the rejection of the proposal.

All responses, proposals, and accompanying materials, except noted proprietary property of the Proposer shall become the property of the City.

2.4 Proposal Duration

All proposals submitted to the City must include a statement establishing a Period of Validity for one-hundred and eighty (180) calendar days subsequent to the RFP closing date.

Failure of the Proposer to include a statement of validity for its proposal that meets the period set forth by the City may result in rejection of the proposal.

2.5 Resolution of Questions

2.5.1 Issuing Department

The sole point of contact in the City for purposes of this RFP is presented below:

Camillia Ryan, Senior Buyer
Purchasing Division
City of Fort Worth, Texas
1000 Throckmorton
Fort Worth, Texas 76102
E-mail: camillia.ryan@fortworthgov.org

All communication to Proposers regarding this RFP will be made only by the Purchasing Division. Only information communicated either by addenda or in a question and answer format and posted on the City's website shall constitute the official position of the City regarding this RFP.

2.5.2 Pre-Proposal Conference

A Pre-proposal Conference will be held on Tuesday, March 27, 2007, beginning at 2:00 p.m. local time at City Hall, Development Department Conference Room, Lower Level, Northeast Corner, 1000 Throckmorton Street, Fort Worth, Texas 76102. This space will accommodate only 25 people, so please limit firm's representation.

While attendance at the Pre-Proposal Conference is not mandatory, information presented may be very informative. All interested Proposers, therefore, are encouraged to attend. If your firm plans to send representatives please contact the Buyer at 817-392-8321. Also, please inform the Buyer at that time if special accommodations are required.

2.5.3 Questions and Inquiries

Questions regarding the required procedure for the submittal of proposal response, content of RFP, or clarifications shall be submitted in writing, by fax or email to the Buyer. Please note CALL CENTER TECHNOLOGY, Reference RFP No. 07-0067 on all correspondence to the City.

Subsequent to the Pre-Proposal Conference, questions and inquiries shall be submitted in writing no later than seven days before the Due

Date of the Proposal. In the case of questions not received in a timely manner, the Senior Buyer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date.

The Proposer will not be allowed to take advantage of any errors or omissions in this RFP. The Proposer is responsible for requesting any clarifications of any perceived ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting the proposal or it shall be waived. If a Proposer discovers any conflict, discrepancy, omission or other error in the RFP document, it shall immediately notify the Senior Buyer in the Purchasing Division of such errors in writing and request modification or clarification of the document.

The City may make modifications to the RFP, as required, and if made, will issue a written revision and will give written notice to all parties by way of the City website (www.fortworthgov.org). It is the Proposer's responsibility to check the website for any changes made to the RFP.

3.0 **SELECTION PROCESS**

All proposals submitted as a result of this RFP will be based upon the ability of the proposed system to meet FWWD current and future needs in achieving an integrated communications network, using open, standards-based hardware and software, Proposer's plan and ability to fulfill the proposal, overall costs to the FWWD, Proposers's stability, supporting resources and management, and an expressed willingness by the winning Proposer to work collaboratively with FWWD to achieve this goal.

3.1 **Sequence of Events**

The following projected sequence of events should be used as a working guide for planning purposes only. Contract negotiations with the selected System Solution provider will begin upon approval by the Fort Worth City Council. The City reserves the right to adjust the sequence of events as required during the course of the RFP process.

EVENT	DATE
Request for Proposal issued	March 14, 2007
Pre-Proposal Conference	March 27, 2007
Last day RFP questions accepted	April 4, 2007
RFP Due Date	April 12, 2007
FWWD to determine shortlist	April 18, 2007
Vendor Presentation(s) begin	April 23, 2007
Contract negotiation with selected Proposer begins	April 30, 2007
Award Recommendation and Approval	June 5, 2007
Contract executed	June 29, 2007

3.2 **Opening of Proposals**

Proposals shall be opened so as to avoid disclosure of contents to competing Proposers and kept confidential during the process of negotiation. The name of the Proposer shall be read aloud during the opening of the proposal, but proposals will not be publicly read.

It is the Proposer's responsibility to clearly mark and identify all portions of the proposal that, in the Proposer's opinion, contain trade secrets, confidential

information, and other proprietary information. This identification will be done by individually marking each page with the words "Proprietary information". Trade secrets and confidential information contained in the proposals shall not be open for public inspection at any time.

The confidentiality of proposals will be protected by the City to the extent permitted by law. After award of contract, all proposals become a matter of public record under Chapter 252 of the Texas Government Code, and upon request, shall be open for public inspection, with the exception of those portions of each proposal which are clearly marked as proprietary.

In the event a request for proprietary information is made, the City will notify the Proposer, who may then request an opinion from the Attorney General of the State of Texas pursuant to Section 252.305 of the Texas Government Code. A determination as to whether certain information may be withheld from public disclosure shall be made by the Office of the Attorney General, not by the City. The City shall in no way be liable or responsible for the disclosure of any such records or portions of a proposal not clearly marked as proprietary, or if disclosure is required by Chapter 252 or other applicable law or judicial order.

3.3 Assessment of Proposals

A City Selection Committee will review the proposals submitted by all Proposers. The City will determine which proposals are qualified for inclusion in a shortlist of Proposers based on conformance to requirements, pricing information, and other selection and evaluation criteria. The City will examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Proposers should thoroughly review the Response Format and Organization section of this RFP.

The City may, at any time, investigate a Proposer's ability to perform the work. The City may ask for additional information about a company and its work on previous contracts. Proposers may choose not to submit information in response to the City's request; however, if failure to submit such information does not clarify the City's questions concerning the ability to perform, the City reserves the right to discontinue further considerations of a particular proposal.

The City may use sources of information not supplied by the Proposer concerning the abilities to perform this work. Such sources may include current or past customers of the proposing company, current or past clients, analysis from information technology evaluation firms and related publications made available to the City.

The detailed evaluation that follows the initial examination will result in a shortlist of finalists. The City will evaluate presentations by the Proposers in the shortlist to determine the final Proposer and the City will enter into contract negotiations with this entity for the purpose of obtaining best and final offers.

The City Selection Committee will determine the field of shortlist Proposers based on the number of qualified, responsive proposals received. The City does not have a predetermined fixed number for the shortlist.

3.4 Selection of Proposer

During the proposal submittal, review, and shortlist process, Proposers shall only have contact with the Buyer. No other contact with City staff or City consultants, including City Council members is permitted. Uninvited or improper contact with the City by any Proposer, company representative, or agent thereof shall result in proposal disqualification.

After selection of qualified Proposers, the City may enter into discussions concerning the System Solution proposed. These discussions will be on an individual basis and closed to other Proposers. The selected shortlist of Proposers will be invited to make a presentation to the City Selection Committee addressing the functional requirements of the proposed System Solution. The presentation should not exceed a period of 3 hours.

The City Selection Committee will recommend to the City Manager that the City Council authorize City FWWD to enter into a contract with the successful Proposer.

Award selection will not be based solely on price; it is only one aspect of the evaluation and selection criteria. The prime contractor, on behalf of the City, will engage in best and final offer discussions as part of contract negotiations with the selected Proposer. The fixed price estimate submitted in response to this RFP should reflect the Proposer's comprehension and understanding of the stated System Solution requirements and compensation necessary to deliver.

The City shall provide the release of all public information concerning the project, including selection announcements and contract awards. Proposers shall not release information to the public without prior written approval from the City. The successful Proposer shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Proposer's services without the expressed written permission from the City.

4.0 **RESPONSE FORMAT AND ORGANIZATION**

4.1 **General Instructions**

Proposals must be submitted in standard 8.5" by 11" single-sided page format. Any materials that are larger than this size should be folded to fit into 8.5" by 11" single-sided page format. Font size should not be smaller than 11 point in either Arial or Times format using standard margins. Proposals shall not exceed fifty (50) pages in length. All response materials in excess of the page limit will not be considered. The page limitation applies only to the content of in Format of Proposal Body. Excluded from the page limitation are appendices, as defined in Section 4.3, and binding materials such as, covers, tabs, and dividers; tabs and dividers must not contain response materials.

Additional supplemental materials provided by the Proposer, as instructed by the City or included to support the response must be assembled in the Format of Proposal Supplement appendices. The City discourages the inclusion of general marketing materials unless they are used to provide specific, relevant information.

All proposals should be submitted by the Proposer and organized in the order shown in the Deliverables Section. The content of the proposal must be clearly labeled, with page numbers and separated by tabs. Failure by the Proposer to include all required content may result in the rejection of the proposal.

The City reserves the right to request additional information from Proposers during the proposal review and shortlist determination process.

4.2 Deliverables

The format of the proposal should be as follows:

- Cover Letter, not to exceed one (1) page, including the Statement of Validity
- Executive Summary, not to exceed two (2) pages
- Chapter 1 – Company Background, responses to business organization and company questions, not to exceed two (2) pages
- Chapter 2 – System Solution Requirements, responses to business and technical requirements
- Chapter 3 – System Solution Maintenance and Support, responses to new releases, maintenance and support levels, enhancements and upgrade questions
- Chapter 4 – Installation Services, responses to other services related to installation, training, and documentation questions
- Chapter 5 – Project References, references and contacts for recent installation projects
- Chapter 6 – Proposer Personnel, responses to personnel and staff expertise
- Chapter 7 – System Solution Pricing, responses to pricing and cost structures and breakdowns, not to exceed one (1) page
- Chapter 8 – Minority/Women Business Enterprise, information shall be submitted with the proposal and shall include: (1) the name, address and telephone number of each M/WBE; (2) the description of the work to be performed by each M/WBE; and (3) the approximate dollar amount/percentage of the participation
- Appendices

The content required of each section is defined below.

4.2.1 Cover Letter

Submit a Cover Letter on company letterhead closing with the signature of a company official who is authorized to bind on the Proposer's organization. The authorized official must certify that all information in the proposal is true, accurate, and complete. The letter must also include a Statement of Validity, as defined in the Proposal Duration Section. In addition, the letter must indicate that the Proposer's company agrees to be bound by the proposal included in the original proposal submission without modification. If the proposal represents offerings to be made by different firms or organizations, the City will do business only with the Proposer and will require the Proposer's organization to assume responsibility for the total project. Do not include any pricing in the Cover Letter.

4.2.2 Executive Summary

Each proposal must contain an Executive Summary that contains a brief description of the major contents of the proposal. The summary must include a description of the System Solution and installation services proposed, covering the main features and benefits that distinguish it, in non-technical terms. The Executive Summary must be able to function as a stand-alone document, which effectively and succinctly summarizes the Proposer's entire proposal. Do not include any pricing in the Executive Summary.

4.2.3 Chapter 1- Company Background

Provide a brief description and history of the firm including current size, client base, and financial stability. Supplement the company's financial performance response with current financial statements, annual reports, and Dun and Bradstreet report as attachments in Appendix B. Please note the Proposer's company background provided must apply to the company that is seeking the contract award, not Proposer's parent company, subsidiary, supplier, or agent. Published material describing the company can also be included in Appendix G.

Company Background response should include the following content:

- A brief description of the company, location of corporate headquarters, and executive management staff
- Brief company history noting State and date of Incorporation, if applicable, and Federal tax id number
- Length of time in business and length of time providing types of software products and services outlined in the proposal
- Current size of company in terms of sales, revenue, employees, and clients
- Size of company operations in the greater Fort Worth - Dallas metro area, specifically noting operations within the City
- General qualifications of the company to respond to this RFP
- List of any subcontractors or partners anticipated to be used to deliver the project
- Amount of resources, human and/or financial capital, reinvested annually in system development, functionality enhancement, and technology upgrades
- Description of the company's involvement, if any, with setting of standards or defining market leadership in areas relevant to this proposal
- A named contact including telephone number, fax, and email address for all communication regarding this RFP
- Brief, factual synopsis of financial performance of company; include as attachments in Appendix B current financial statements of the company, annual reports, and Dun and Bradstreet reports; Company financial statements provided by Proposer must be prepared by a CPA and be notarized

4.2.4 Chapter 2- System Solution Requirements

Provide a description of the Solution being proposed. A description of the proposed System Solution must be provided in such a way that the City Selection Committee can gain a basic understanding of the standard capabilities of the system. Description should include current generally available version, brief history, origin and evolution of the System Solution.

System Solution Requirements and related questions for Proposers to address are documented in Section 5. Proposers shall provide an organized, detailed response to each requirement listed in Section 5 to

fulfill the required contents of this section. It is suggested that Proposers thoroughly review Section 5 before formatting responses into Chapter 2. Response to requirements should follow the description of the proposed System Solution. The responses must include any exceptions, conditions, qualifications, or alternatives to the City specifications.

Proposers should include all relevant System Solution examples, screen shots, sample reports, system architecture diagrams, user interfaces, and other materials required to describe the System Solution in Appendix C, with appropriate reference identification in accordance with System Solution Requirements Section.

Other System Solution supplemental materials that are relevant but not directly related to illustrating a response in this chapter of the proposal should be attached in Appendix G. This would include materials such as white papers, case studies, brochures, and technology ranking reports, such as Gartner Magic Quadrants™.

4.2.5 **Chapter 3- System Solution Maintenance and Support**

Provide a description of the System Solution maintenance lifecycle and overall enhancement, release upgrades, patch/fix, levels of support services, and general company philosophy regarding maintenance practices. The response will include other aspects such as warranty periods, guarantee, and software ownership as a result of company buy-out or termination of System Solution support. A sample software license agreement and maintenance contract should be included in Appendix A.

System Solution Maintenance response should include the following content:

- Levels of support policies available, services included, and recommended level for the City based on previous experience
- Approaches to maintenance available such as turnkey, client maintained with patch/fix, release support, remote administration, etc.
- Services provided under the software maintenance agreement or software license agreement and include a maintenance contract in Appendix A
- Warranty periods, any guarantees, and define at what point during the installation when the first year maintenance period officially begins and/or when the warranty period terminates
- Software licensing profiles/tiers and relationship to types of maintenance agreements available and being proposed to the City
- System Solution patch/fix and client notification process and how it is covered in the maintenance plan
- The number of release or versions supported at any point in time and the usual length of time before the oldest version is no longer supported
- The System Solution “product lifecycle” in terms of average number of minor/point releases per year, major/version upgrade

cycle and what support is included in the basic provisions of the annual software maintenance agreement; if solution is not a managed product, describe how the City will receive upgrades and how the system will be maintained over a period of time

- User group forums, conferences, or web-based discussion rooms, as part of maintenance support, used to discuss product evolution, industry needs, input for enhancements, and preview of upcoming versions or major releases; number of seats or attendees included with the maintenance agreement
- Provisions in the software license or maintenance agreement for escrow of source code, buy backs, etc. in the event of company takeover/acquisition, termination of business, or discontinuance of the System Solution
- System Solution licensing policy and attach a sample software license agreement and general terms and conditions of ownership in Appendix A
- Access to on-line web and/or call center technical support services and access availability (e.g. 24x7x365) within the basic provisions of the software maintenance agreement and optional support service available
- Classification of problems, priorities, response and resolution timeframes, and the issue escalation procedure

4.2.6 **Chapter 4- Installation Services**

Installation will be the primary responsibility of the successful Proposer. The winning Proposer must work with FWWD and its designated agents to define a System Implementation Strategy. The Proposer will provide a description of the System Solution installation procedure clearly noting average days to install, health check testing, system tuning, documentation provided and user base training provided. The Proposer will furnish documentation, materials, and training to the Water Department's IT staff for ongoing system administration and future installations. Please note that installation is not to include any services related to business process implementation, advanced configuration, integration development, or customization. These services are not included in the scope of this RFP; however, the Proposer may provide information for the City on availability of these services in Appendix D.

Installation Services response should include the following content:

- Installation services included with the System Solution
- Software delivery media and installation set-up methods associated with the System Solution
- Installation factory testing, system health check testing, and base level performance tuning to be provided, and how issues or defects are remedied
- Typical Proposer project team structure, roles and responsibilities on the System Solution installation project
- Typical City resources required and number of hours to perform installation with the successful Proposer

- Quality assurance and quality control (QA/QC) methodology and reporting
- Typical number and skill sets of client resources needed to work with the Proposer during installation
- Technical support training, documentation, and knowledge transfer/turnover provided to the City IT staff
- Types and amount in class-days of end user training provided with the System Solution; include levels of training options available beyond standard training normally included, if applicable
- Number of copies of the user manuals provided as part of the System Solution; also note other media available for manuals and materials other than hardcopy
- Installation should include an acceptance test procedure to be accepted by FWWD or its agents, performed by the winning Proposer, monitored by FWWD, and results submitted to FWWD for approval prior to formal system cutover and final payment
- Terms of System Solution acceptance and City sign-off procedures

4.2.6.1 Installation Schedule

For a client the size of the City, estimate the number of days required to complete the System Solution installation. Include the number of resources to be provided by the Proposer and the City in a resource loaded, schedule, noting major activities and milestones that resemble what might be executed for the City. Include the schedule in Chapter 4 – Installation Services response under a separate heading of Installation Schedule.

4.2.7 Chapter 5- Project References

Discuss the Proposer's prior and relevant experience in providing the proposed System Solution to other organizations, particularly other cities, counties, or municipal entities with population and/or objectives comparable to the City. Proposer should consider previous solutions that have similar software application and program interfaces as outlined in Section 5. Proposer will provide references and descriptions of System Solution delivery and installation project similar in scope to this Solution.

Project References response should include the following content:

- Number of System Solution installations completed over the past five (5) years, outcomes of the projects, and sense of overall client satisfaction
- List not less than three (3) nor more than five (5) recent installations where the proposed System Solution is in production-mode operation, preferably running the current version of the software and integrating with similar software applications, noting scope, schedule, and budget outcomes of the installation project

- References for the above listed recent installations must include:
 - Name of Client
 - Type of Business
 - Business Address
 - Client Contact – Name and Title
 - Telephone Number
 - Email Address
- Proposer's Project Manager, Project Title, and date of project execution for the listed recent installations

4.2.8 **Chapter 6- Proposer Personnel**

Describe the key personnel of the Proposer who will be engaged with the City and prime contractor, and who will be responsible for the System Solution installation, both on-site and remote locations. The Proposer shall name a potential Project Manager and key installation personnel. Full resumes are not required in this chapter of the proposal; however, they should be included in Appendix E. Do not include resumes for personnel not in lead or management roles. Assume an installation timeframe in the fourth-quarter of calendar year 2006.

Proposer Personnel response should include the following content:

- Potential personnel to be involved with the System Solution installation project; and company executive management oversight involved
- Project Manager, resume and installation project experience
- On-site installation team including technical, training, and testing resources noting titles, resumes and experience for lead personnel attached in Appendix E; include qualifications of those persons who will be directly involved with the project documenting related experience with comparable projects
- Any identified or named Proposer company personnel anticipated to be involved in administrative support roles such as legal staff, purchasing agents, quality assurance manager, and Principal-in-Charge

4.2.9 **Chapter 7- System Solution Pricing**

Describe the methods used by the Proposer to determine prices for System Solution hardware for the core system, software licenses, installation services, and ongoing maintenance contracts. A description of the pricing methods and structure must be provided in such a way that the City Selection Committee can gain a basic understanding of the basis and composition of pricing response.

System Solution Pricing and related instructions for Proposers to address are documented in the Section 7. The City is seeking pricing for

leasing and/ or purchasing the proposed System Solution and installation services from Proposer. Proposers shall provide a pricing in response to each component or category listed in Section 7 to fulfill the required contents of this chapter of the proposal. The estimate and supporting responses shall be formatted into Chapter 7 following the description of the pricing methods and structure. The responses will include any exceptions, conditions, or assumptions to the City specifications, if applicable. The Proposer shall not include nor reference System Solution pricing either in part or whole, elsewhere other than Chapter 7 of the proposal.

The Proposer shall provide the City with pricing to deliver a System Solution as defined by the Proposer's response to the business and technical requirements. The City is aware that each Proposer may offer various pricing options for System Solutions and installation services. However, it is the responsibility of the Proposer to estimate pricing in adherence with the criteria outlined in Section 7, noting and providing detailed explanation of any variations or exceptions taken.

4.2.10 **Chapter 8 – Minority/Women Business Enterprise Provisions**

All proposers shall note that it is the policy of the City of Fort Worth to ensure the full and equitable participation of Minority and Women Business Enterprises (M/WBE) in the procurement of services with a fee of \$25,000 or more by establishing an M/WBE goal. **The M/WBE goal on this project is 5%.**

The information shall be submitted with the proposal and shall include: (1) the name, address and telephone number of each M/WBE; (2) the description of the work to be performed by each M/WBE; and (3) the approximate dollar amount/percentage of the participation.

The M/WBE firm(s) must be located or doing business in the City's geographic market area at the time of proposal opening. The City's geographic market includes the following nine (9) counties: Tarrant, Parker, Johnson, Collin, Dallas, Denton, Ellis, Kaufman and Rockwall. The M/WBE firm(s) must also be currently certified or in the process of being certified by the North Central Texas Regional Certification Agency (NCTRCA), or Texas Department of Transportation (TXDOT), Highway Division prior to recommendation for award being made to the City Council.

If a Proposer fails to meet the stated M/WBE goal, in part or in whole, then a detailed explanation must be submitted to explain the Good and Honest Efforts your firm made to secure M/WBE participation.

4.2.11 **Appendices**

The content of the Proposal Supplement should include, unless noted as "Optional", and be organized as follows:

- Appendix A, sample software license agreements, maintenance agreements, and general terms and conditions of ownership
- Appendix B, published company background materials, executive biographies, and financial reports and Dun and Bradstreet materials

- Appendix C, examples, screen shots, architecture models, process charts, and sample reports and/or dashboards
- Appendix D, information only responses as requested by the City
- Appendix E, resumes of key company personnel
- Appendix F, proof of insurance as required by the City;
- Appendix G, relevant product white papers, case studies, and other published materials such as brochures and product literature (Optional)

The Proposer shall include references in Chapter 2 of the proposal to all supplemental materials inserted in Appendix C for clarification purposes. Examples, samples, and other materials inserted in Appendix C should include a numerical identifier with a brief description of the item being depicted or attached.

4.3 Exceptions to Specifications

Although the specifications in the previous sections of this RFP represent the anticipated needs of the City, there may be instances in which it is in the City's best interest to permit exceptions to specifications and accept alternatives.

It is extremely important that Proposers make very clear where exception is taken to the specifications and how alternatives will be provided. Therefore, exceptions, conditions, or qualifications to the provisions of the City's specifications must be clearly identified as such, together with the reasons, and inserted in the proposal at that point. If the Proposer does not make it clear that an exception is taken, the Proposer will be deemed to meet the specifications as written.

Any exceptions and/or alternatives presented by the Proposer must be included in the proper chapter of the proposal and conform to the Response Format and Organization Section. Exceptions and/or alternatives will be subject to the page limitation criteria. Proposers shall not include any exception and/or alternative response materials in the Proposal Supplement appendices.

5.0 REQUIREMENTS FOR SYSTEM SOLUTIONS

5.1 Fundamental Objectives

The Call Center requirements that follow include detailed requirements for automatic call distribution (ACD) call routing and telephone positions, Call Center automation, quality of service, work force management, reliability, call monitoring, system capacity, verification and support, and other special functions of the Call Center system. The system will maximize the efficient use of staff and system resources while achieving desired FWWD service goals.

FWWD requirements will be a model for the Call Center requirements. The Call Center will be scalable to support the requirements for other departments in the future. The new Call Center system must be ADA-compliant and should have improved emergency response capabilities.

5.2 Stakeholders of System Solution

The System Solution shall provide necessary communication links between City Water Department customer service representatives and City residents. Additionally, the System Solution shall provide inter-departmental communication

and call transfers between City Water Department and other City service departments.

5.3 Capabilities of System Solution

The FWWD requires a Call Center telephone infrastructure that provides sophisticated ACD, work force management, quality of service management, and call center automation features. Attachment One illustrates the current configuration of the FWWD Call Center infrastructure. The Call Center infrastructure provides an array of FWWD enterprise business services used by FWWD personnel and customers. The infrastructure is a complex array of highly integrated telephone equipment, computer automation, and business application software. Attachment Two depicts the current, Nortel PBX-based Call Center architecture. The figure illustrates the relationships between the various components of the infrastructure. Taken together, the Call Center infrastructure must provide a unified approach to customer service, revenue collection, financial, and human resource management.

Attachment Three describes the expected future call flow and routing of a residential call, including the processes and decisions involved and the possible termination points of the call.

5.4 Business Requirements

The following numbered items are business requirements for the System Solution that shall be addressed by the Proposers in Chapter 2 – System Solution Requirements under the heading of Business Requirements.

Responses to each requirement shall be either a Yes or No with subsequent explanations to the question: Is this business requirement included in the System Solution? An answer of Yes must be accompanied by an explanation of how the System Solution satisfies the requirement. Vendors will be scored on the completeness of the solution and the clarity of their explanation. Therefore a Yes response with no explanation will be treated as a No. Responses must be in the order their respective requirement appears in the following section.

The Proposer will organize their responses using the following matrix format:

Req. Number	Requirement Title	Yes	No	Explanation
5.4.1	Specialty Queues with Overflow to Alternate Queues			

The requirement number will be placed in the first column with the requirement title following in the second column. An “X” should be placed in either one of the Yes or No columns depending upon the Proposer’s System Solution’s capabilities. The resulting explanation will follow in the last column to describe how the System Solution satisfies the requirement. Each numbered requirement shall be individually addressed in this manner.

An objective follows each requirement which explains the reasoning and intent of the requirement and to place the requirement within the context of the entire system.

5.4.1 Specialty Queues with Overflow to Alternate Queues

The ACD must support multiple groupings of agents, called “agent queues,” according to specialties (e.g., Spanish-speaking, commercial, residential). The ACD must route incoming calls to a designated specialty queue based upon the called number (published public number or City internally published administrative number for a given specialty) or customer information obtained via the IVR.

The ACD must route calls to available agents in FWWD-designated alternative queues if agents are unavailable in the primary specialty queue. For example, calls destined to the Spanish-speaking queues may be routed to the commercial or residential queues if no agents are available in the Spanish-speaking queues. The ACD must support routing to multiple primary and alternative queues.

The ACD must provide FWWD-specified audio recordings to the caller until an agent answers the call (recorded audio on hold).

5.4.1.1 Requirement Objective

FWWD requires that incoming calls be handled primarily by a designated specialty agent and alternatively by other agents within the Call Center. The objective is that customers reach an agent quickly, preferably an agent within a customer-specified specialty. FWWD will configure published telephone numbers and the Call Center IVR as means by which a customer specialty preference can be determined by the called number, calling number, or information obtained from the customer via the IVR.

5.4.2 Alternate Routing of Calls to Busy or Unattended Positions

The ACD shall support automatic forwarding of calls to alternative phone numbers when the intended ACD position is unattended. The Call Center should have the capability to record forwarded calls via the IDVR. The ACD system shall be configurable to allow automatic forwarding of calls to cell phones, pagers, City administrative phones, and public network extensions.

5.4.2.1 Requirement Objective

The FWWD desires the ACD to forward calls to certain positions when the calls are not answered by key FWWD personnel. The calls will be transferred to alternative telephone numbers to maintain communication with key FWWD employees at all times.

5.4.3 Call Transfers to Contract Customer Service Agencies

The ACD shall have the capability to conference agents and callers to translator agents (located on PBX or CO lines outside the ACD) for special language assistance.

5.4.3.1 Requirement Objective

From time to time, the Call Center receives calls from customers that do not speak English or Spanish. Under these circumstances, the Call Center agent may require the assistance of a translator. FWWD has agreements in place with outside contract customer service translation agencies for this purpose. Call Center agents call the translation agency and set up a three-way conference with the customer, the translator, and the agent.

5.4.4 Call Center Position Human-Machine Audio Interface

The agent and supervisor positions must support both telephone handset and wired or wireless headset communications with the agent. There shall be a volume control to permit the agent to adjust the audio level transmitted by the handset or headset to the agent's ear.

5.4.4.1 Requirement Objective

FWWD wishes to provide a high quality, ergonomically correct working environment for the FWWD agents that accommodates individual agent work preferences when practical.

5.4.5 Incoming Call Signaling

Agent and supervisor positions shall signal the arrival of an incoming call and display the calling phone number if available. The Call Center system will alert the agent to the arrival of a new call with a prerecorded announcement. The FWWD will have the capability to configure a unique announcement for each agent.

5.4.5.1 Requirement Objective

The FWWD desires that the Call Center be an intuitive and productive tool to be used by the Call Center agents.

5.4.6 Configurable Call Answering with Manual and Automatic Answer Options for Agent Position

It should be possible to configure an agent position to have incoming calls connected upon request by the solicited agent or immediate calls answered by the solicited agent; i.e., the solicited agent is automatically connected to the incoming call by the ACD system without action from the solicited agent.

5.4.6.1 Requirement Objective

The FWWD wishes to manage its agent work force according to standard practices and procedures. FWWD also wishes to encourage agent productivity through system automation.

5.4.7 Agent Position Status Signaling

The agent positions shall be equipped with functions that signal the agent position status. At a minimum, the position must signal that the agent is idle and available to receive calls, the agent is busy with an incoming call, the agent is busy with an outgoing call, the agent is busy with post-call work, the agent is present but is not available to take an incoming call, and the agent position is not occupied.

5.4.7.1 Requirement Objective

The FWWD wishes to manage and measure its agent workforce through the use of Call Center automation and information collection.

5.4.8 Home Agent Telephone Position

The ACD agent position shall support a telecommuting agent for work flexibility and emergency response. The telecommuting agent and the agent position may be located in non-FWWD facilities (e.g., private residence, remote office). The telecommuting agent position will provide support for all of the call processing, reporting, recording, and other

functions supported by an agent position located in a FWWD Call Center facility, i.e., City Annex building, SCADA building.

The Call Center system supplier will provide the software and licenses to enable soft phones on a remote computer in the event of an emergency or if extra personnel are required by the Call Center to handle unexpected increases in call volume.

The Call Center system will provide appropriate security measures for this system configuration and are specifically addressed in Requirement 5.5.28.

5.4.8.1 Requirement Objective

The FWWD would also like to give the Call Center agents the option of working from home in special circumstances and as a means of reducing Call Center operating costs. The FWWD desires the capability for its Call Center agents to work from home or in other remote locations in the event of a major disaster that would force the agents to stay in their homes. Also, if FWWD experiences an increase of customer call volume due to a disaster, agents could work the overflow of incoming calls from their homes without having to go to the office. This allows the agents and FWWD greater flexibility and the potential for increased efficiency. The soft phone capability will also allow disabled or physically challenged FWWD employees to work and take calls from their home on a regular basis.

5.4.9 Agent Profile Roaming

The ACD shall allow for agents to move between different agent positions. The agent's Call Center profile (e.g., queue assignments, specialty) and the agent's statistics will follow the agent from position to position within the Call Center system.

5.4.9.1 Requirement Objective

The FWWD wishes to make the Call Center agent position as flexible as possible. In the event of an emergency, a Call Center agent could login at any FWWD agent position and the agent profile should follow the agent. This requirement would also allow agents to work in different buildings of the Call Center for temporary situations.

5.4.10 Configurable Call Answering with Manual and Automatic Answer Options for Supervisor Position

It should be possible to configure a supervisor position to have incoming calls connected upon request by the solicited supervisor or calls answered immediately by the solicited supervisor; i.e., the solicited supervisor is automatically connected to the incoming call by the ACD system.

5.4.10.1 Requirement Objective

The FWWD wishes to manage its work force according to standard practices and procedures. FWWD also wishes to encourage productivity through system automation.

5.4.11 Supervisor Position Status Signaling

The supervisor position shall be equipped with functions that signal the supervisor position status. At a minimum, the position must signal that the supervisor is idle and available to receive calls, the supervisor is busy with an incoming call, the supervisor is busy with an outgoing call, the supervisor is busy with post-call work, the position is occupied but is not available to take incoming calls, and the supervisor position is not occupied.

5.4.11.1 Requirement Objective

The FWWD wishes to manage and measure its supervisor workforce through the use of Call Center automation and information collection.

5.4.12 Assigned Agent Status Display

The supervisor position shall be equipped with a real-time queue display of agent status as defined in 5.4.7 for all agents assigned to a given supervisor. The display will have an entry for every agent primarily assigned to a supervisor position. The real-time display will be updated at regular timer intervals not to exceed 15 seconds.

The ACD shall support functionality for each agent's information to be reported to the supervisor regardless of the phone used by the agent to answer calls.

A supervisor position display shall provide as a minimum the following real-time information:

- The number of positions assigned to the supervisor;
- The number of positions currently occupied;
- The number of positions available to take calls;
- The number of incoming calls connected to agents;
- The number of agents connected to outgoing calls;
- A histogram showing the number and delay times for delayed calls;
- The number of calls abandoned, the average talk time; and
- The average post-call work time, and the average agent availability percentage, i.e., the percentage of time agents are either speaking with callers or idle and available to receive calls.

5.4.12.1 Requirement Objective

The FWWD wishes to equip its Call Center management with tools sufficient to effectively and fairly manage the agent workforce and customer quality of service.

5.4.13 Queue Status Display

A supervisor position display shall provide as a minimum the following real-time information:

- The number of positions primarily assigned to a selected queue;
- The number of positions currently occupied by agents;

- The number of positions available to take calls;
- The number of agents busy with incoming calls;
- The number of agents connected to outgoing calls;
- A histogram showing the number and delay times for delayed calls;
- The number of calls abandoned, the average talk time; and
- The average post-call work time, and the average agent availability percentage, i.e., the percentage of time agents are either speaking with callers or idle and available to receive calls.

5.4.13.1 Requirement Objective

The FWWD wishes to equip its Call Center management with tools sufficient to effectively and fairly manage the agent workforce and customer quality of service.

5.4.14 Call Center Status Display

A supervisor position display shall provide as a minimum the following real-time information:

- The number of positions primarily assigned to all Call Center queues;
- The number of positions currently occupied by all Call Center agents;
- The number of positions available to take all Call Center calls;
- The number of agents busy with all Call Center incoming calls;
- The number of agents connected to all Call Center outgoing calls;
- A histogram showing the number and delay times for all Call Center delayed calls;
- The number of Call Center calls abandoned, the average Call Center talk time; and
- The average Call Center post-call work time, and the average Call Center agent availability percentage; i.e., the percentage of time agents are either speaking with callers or idle and available to receive calls.

5.4.14.1 Requirement Objective

The FWWD wishes to equip its Call Center management with tools sufficient to effectively and fairly manage the agent workforce and customer quality of service.

5.4.15 Supervisor Profile Roaming

The ACD shall support functionality for supervisors to roam to different phone sets and have their profile and statistics follow the supervisor to each new supervisor phone position. It will also allow supervisors to see the status and reports for any specified group or all agents within the system, i.e., any specified agent group or system level reports and displays.

The ACD shall be able to print reports to any printer and at any supervisor work station.

5.4.15.1 Requirement Objective

The FWWD wishes to make the supervisor position as flexible as possible. In the event of an emergency, a supervisor could login at any FWWD supervisor position, and the supervisor's profile should follow the supervisor. This requirement would also allow supervisors to work in different buildings of the Call Center for temporary situations.

5.4.16 Call Center Unified Messaging & Access to Voicemail, E-mail, & Fax

The Call Center system will provide a unified messaging network to FWWD agents, supervisors, and staff. Employees will be able to access voicemail, e-mail, and fax via telephone and/or internet depending upon the situation. For access by telephone and instances where a computer is unavailable, the FWWD staff will be able to receive normal voicemail with the additional feature of listening to their email and fax messages. They should also be able to check their voicemail and faxes through an online connection to a web browser as well as receiving their normal e-mail.

5.4.16.1 Requirement Objective

The FWWD desires to keep their agents, supervisors, and staff well-informed and available at all times. In case of an emergency, agents and supervisors can be alerted in numerous ways, and the risk of failure due to the inability to locate someone is greatly reduced.

5.4.17 Call Center 911 Call Identification and Location

The Call Center system will have the capability to identify the location and telephone number of a 911 caller within the Call Center facilities. The Call Center system will relay the required information to the 911 center so that the 911 dispatcher can accurately locate the caller.

5.4.17.1 Requirement Objective

The FWWD desires that ANI/ALI (Automatic Number Identification/ Automatic Line Identification) information from the call originating location be available by CLID (Calling Line Identification) to a 911 call center operator so that the 911 center can respond to the emergency call in a timely and effective manner, ensuring the emergency services are dispatched to the physical location the emergency call for help originated.

5.4.18 Agent Exception Reporting

The ACD shall produce exception reports that identify agents who do not answer calls promptly, and agents that disconnect from calls prematurely or ignore incoming calls.

5.4.18.1 Requirement Objective

FWWD desires to maintain an efficient workforce that promptly and courteously responds to all customer calls. FWWD also seeks to achieve total customer satisfaction and high customer retention rates.

5.4.19 Agent Productivity Information

The Call Center systems must support work force management through collection, storage, recording, and communication of agent utilization information. Each agent shall be uniquely identified within the ACD system. Agent utilization information shall at a minimum include the number of calls handled, average talk time, average post-call wrap-up time, and agent available time. The agent utilization information will be collected, stored, and reported on regular 15-minute intervals. The ACD shall provide a means of communicating resource utilization information to servers over a TCP/IP network or to removable storage for off-line processing of utilization information by systems and software supplied by the FWWD. The information should comply with the requirements stated in 5.5.22.

The ACD system shall communicate agent productivity information in a manner compatible with FWWD-supplied Aspect Work Force Management software.

The ACD shall have the capability to download reports into common software platforms such as Excel and support graphing of agent productivity information.

The ACD will also report the agent's information within the same agent queue and group regardless of the phone used to answer calls.

5.4.19.1 Requirement Objective

The FWWD wishes to implement a work force management system based upon features supplied by the Call Center systems and the Aspect WFM software. The FWWD will use the WFM system to fairly judge agent productivity and ensure high quality customer service.

5.4.20 Agent Queue Productivity Information

The Call Center systems must support customer quality of service through collection, storage, recording, and communication of queue utilization information. Each queue shall be uniquely identified within the ACD system. Queue utilization information shall at a minimum include the number of calls handled, number of calls abandoned, average talk time, average post-call wrap-up time, number of calls delayed, average call delay time, and average agent available time. In addition, queue utilization information shall include a histogram containing the number of calls delayed over an interval ranging from 0 to not less than 30 minutes. The histogram shall record call delay on 10 second intervals or less for the first minute of delay and on 1 minute intervals or less for all delays greater than one minute. The agent utilization information will be collected, stored, and reported on regular 15-minute intervals. The ACD shall provide a means of communicating queue utilization information to servers over a TCP/IP network or to removable storage for off-line processing of utilization information by systems and software supplied by the FWWD. The information should comply with the requirements stated in 5.5.22.

The ACD will also report each agent's information within the same agent queue regardless of the phone used to answer calls.

The ACD shall have the capability to download reports into common software platforms such as Excel and support graphing of queue productivity information.

5.4.20.1 Requirement Objective

The FWWD will employ traffic engineering techniques to ensure adequate resources are economically employed throughout the Call Center in a manner that achieves Call Center quality of service goals.

The FWWD wishes to implement a work force management system based upon features supplied by the Call Center systems. The FWWD will use the WFM system to fairly judge agent productivity, measure specialty queue productivity, and ensure high quality customer service.

5.4.21 Agent Group Productivity Information

The Call Center systems must support customer quality of service through collection, storage, recording, and communication of agent group utilization information. Each group shall be uniquely identified within the ACD system. Agent group utilization information shall at a minimum include the number of calls handled, number of calls abandoned, average talk time, average post-call wrap-up time, number of calls delayed, average call delay time, and average agent available time. In addition, queue utilization information shall include a histogram containing the number of calls delayed over an interval ranging from 0 to not less than 30 minutes. The histogram shall record call delay on 10 second intervals or less for the first minute of delay and on 1 minute intervals or less for all delays greater than one minute.

The agent group utilization information will be collected, stored, and reported on regular 15-minute intervals. The ACD shall provide a means of communicating queue utilization information to servers over a TCP/IP network or to removable storage for off-line processing of utilization information by systems and software supplied by the FWWD. The information should comply with the requirements stated in 5.5.22.

The ACD shall have the capability to download reports into common software platforms such as Excel and support graphing of group productivity information.

The ACD will also report each agent's information within the same agent group regardless of the phone used to answer calls.

5.4.21.1 Requirement Objective

The FWWD will employ traffic engineering techniques to ensure adequate resources are economically employed throughout the Call Center in a manner that achieves Call Center quality of service goals.

The FWWD wishes to implement a work force management system based upon features supplied by the Call Center systems. The FWWD will use the WFM system to fairly judge agent productivity, measure specialty queue productivity, and ensure high quality customer service.

5.4.22 Call Center Productivity Information

The Call Center systems must support customer quality of service through collection, storage, recording, and communication of queue utilization information. The ACD system shall collect, store, record, and communicate information regarding the performance of the FWWD Call Center as a composite customer service system. Call Center utilization information shall at a minimum include the number of calls handled, number of calls abandoned, average talk time, average post-call wrap-up time, number of calls delayed, average call delay time, and average agent available time. In addition, Call Center utilization information shall include a histogram containing the number of calls delayed over an interval ranging from 0 to not less than 30 minutes. The histogram shall record call delay on 10 second intervals or less for the first minute of delay and on 1 minute intervals or less for all delays greater than minute. The agent utilization information will be collected, stored, and reported on regular 15-minute intervals. The ACD shall provide a means of communicating queue utilization information to servers over a TCP/IP network or to removable storage for off-line processing of utilization information by systems and software supplied by the FWWD. The information should comply with the requirements stated in 5.5.22.

The ACD shall have the capability to download reports into common software platforms such as Excel and support graphing of call center productivity information.

5.4.22.1 Requirement Objective

The FWWD will employ traffic engineering techniques to ensure that adequate resources are economically employed throughout the Call Center in a manner that achieves Call Center quality of service goals.

5.4.23 Recording and Storage of Customer Call Audio

The Call Center shall be equipped with an integrated IDVR subsystem for the purpose of recording all calls handled by the IVR or agents. The IDVR will record call audio and associated signaling information (e.g., calling number, called number, transferring number, time and date, call duration) from the time it is answered by an agent or IVR until the call is terminated by the customer, a Call Center employee, or a City employee operating a City administrative PBX telephone. The IDVR will record calls transferred from the Call Center to the City administrative PBX telephone systems.

The IDVR shall supply a means of recording, cataloging, searching, deleting, and playing recorded call audio. The IDVR shall have sufficient online storage to hold at least six months of total recorded audio.

The IDVR shall have a means of automatically scheduling the archiving recorded call information to secondary storage. The IDVR shall have a means of automatically purging after a prescribed period of time. There shall be a means by which archived audio recordings can be transferred to FWWD-provided computer servers or a secondary storage device for long term archival and retrieval of recorded call audio. The IDVR shall be equipped with sufficient secondary storage to hold at least six months of total recorded audio. The IDVR will have sufficient online and secondary

storage to retain up to a total of twelve months of recorded audio and associated signaling information.

Supervisor positions should have the capability to enable or disable IDVR recording of supervisor position calls on a call by call basis.

5.4.23.1 Requirement Objective

The FWWD requires that all calls in-bound to or out-bound from the Call Center be recorded for subsequent use in training, operational analysis, and homeland security forensic analysis. Calls are to be recorded from the time a call is answered or originated by a FWWD agent or FWWD automation device (e.g., IVR) until the caller, agent, City employee, or the FWWD device terminates the call.

5.4.24 Call Tracking

The ACD shall track calls from cradle to grave, i.e., the origin of the call to the final destination of the call through a series of call transfers. Tracking information shall include date and time the call is detected by the Call Center system, date and time the call ended, the duration of the call, the calling number, digits dialed during the call, the originating trunk or line, and the terminating trunk or line.

The call tracking information will be collected and stored. The Call Center system should provide a means to selectively retrieve, display, and report call tracking information using a search criteria specified by the FWWD. The ACD shall provide a means of communicating call tracking information to servers over a TCP/IP network or to removable storage for off-line processing of call tracking information by systems and software supplied by the FWWD. The information should comply with the requirements stated in 5.5.22.

5.4.24.1 Requirement Objective

The FWWD wishes to monitor calls traversing the Call Center for training, workforce management, and homeland security forensic purposes.

5.4.25 American Disability Act Support

The Call Center system operation and design shall support the American Disability Act (ADA) for physically impaired FWWD Call Center employees.

5.4.25.1 Requirement Objective

FWWD wishes to provide all employees and customers with equal and fair treatment. The Call Center will offer the highest quality and safest work environment for every agent and employee. Every FWWD customer will have the ability to place a call and have the full functionality of the Call Center.

5.4.26 Telecommunications Device for the Deaf/Teletypewriter Support

The Call Center system shall support a telecommunications device for the deaf/teletypewriter and other types of disability devices for impaired customers.

5.4.26.1 Requirement Objective

The FWWD wishes to provide all employees and customers with equal and fair treatment. The Call Center will offer the highest quality and safest work environment for every agent and employee. Every FWWD customer will have the ability to place a call and have the full functionality of the Call Center.

5.4.27 Call Center Agent Training

The Call Center systems supplier shall provide training on ACD functionality and operation to the Call Center agents. The supplier will train at least 64 FWWD staff members at times mutually agreed to by the FWWD and the supplier.

5.4.27.1 Requirement Objective

The FWWD wishes to maintain a well-trained staff for the ongoing engineering, operation, and maintenance of Call Center systems.

5.4.28 Call Center Supervisor and Management Training

The Call Center systems supplier shall provide training on ACD functionality, operation, reporting features, and supervisory controls to the Call Center supervisors. The supplier will train at least 12 FWWD staff members at times mutually agreed to by the FWWD and the supplier.

5.4.28.1 Requirement Objective

The FWWD wishes to maintain a well-trained staff for the ongoing engineering, operation, and maintenance of Call Center systems.

5.5 Technical Requirements

The following numbered items are technical requirements for the System Solution that shall be addressed by the Proposers in Chapter 2 – System Solution Requirements under the heading of Technical Requirements.

Responses to each requirement shall be either a Yes or No with subsequent explanations to the question: Is this technical requirement included in the System Solution? An answer of Yes must be accompanied by an explanation of how the System Solution satisfies the requirement. Vendors will be scored on the completeness of the solution and the clarity of their explanation. Therefore a Yes response with no explanation will be treated as a No. Responses must be in the order their respective requirement appears in the following section.

The Proposer will organize their responses using the following matrix format:

Req. Number	Requirement Title	Yes	No	Explanation
5.5.1	Interactive Voice Response Call Routing			

The requirement number will be placed in the first column with the requirement title following in the second column. An “X” should be placed in either one of the Yes or No columns depending upon the Proposer’s System Solution’s capabilities. The resulting explanation will follow in the last column to describe

how the System Solution satisfies the requirement. Each numbered requirement shall be individually addressed in this manner.

An objective follows each requirement which explains the reasoning and intent of the requirement and to place the requirement within the context of the entire system.

5.5.1 Interactive Voice Response Call Routing

An IVR subsystem shall efficiently and quickly route customer calls to Call Center queues (e.g., Spanish-speaking queue, commercial client queue, residential queue) and information automation (e.g., Sungard HTE Enterprise Utility Billing System) in a customer-friendly, intuitive manner.

The IVR should be configurable to overflow calls to a specified agent queue when all IVR lines are busy.

5.5.1.1 Requirement Objective

The IVR will screen customer calls received via published telephone numbers. FWWD calls should be distributed to customer service agents according to a customer preference and customer account information criteria discerned through customer interaction with the IVR.

5.5.2 Interactive Voice Response Call Routing

The City IVR shall no longer be used as an intermediate screening device for FWWD customer calls. All calls should be routed directly to the Call Center from the Telco CO via a dedicated FWWD telephone number and dedicated CO trunks. Calls should be screened directly by a FWWD IDVR.

The IVR shall screen customer calls received via published telephone numbers. The IVR shall screen customer calls that originate within a public network, administrative calls that originate from the City administrative telephone network, and customer calls that originate from the public network transferred to the Call Center from the City administrative telephone network.

5.5.2.1 Requirement Objective

The FWWD Call Center receives calls directly from the public network, from the City administrative telephone system and as public network calls received and then transferred by the City administrative telephone system. FWWD desires that all calls directed to the Call Center via published public network or City administrative numbers be screened by an IVR. FWWD will publish public network numbers for direct communication with customers. FWWD will also publish administrative numbers for the purpose of receiving calls from City employees or customer call transfers from City employees.

5.5.3 Call Center Calls and Transfer Routing To the City Administrative Telephone System

The ACD system will automatically route calls from the Call Center to the City administrative telephone system using a uniform 4-digit numbering plan within a designated telephone exchange and 10-digit number plan for all other local telephone exchanges. Agent, supervisor, and other telephone positions shall have the capability to transfer calls to the City

administrative PBX system using a uniform 4-digit number plan. The 4-digit numbering plan is currently applicable within a designated exchange (e.g., 392 exchange). All other exchanges will be reached using a 10-digit numbering plan.

5.5.3.1 Requirement Objective

The FWWD Call Center will receive customer calls from the public network. Some customer calls will be transferred to administrative telephones within other City departments. FWWD wishes to transfer calls using the 4-digit numbering plan used by the City administrative telephone network.

5.5.4 Automatic Routing of City Administrative Call Transfers

The ACD system will automatically route calls from the City Nortel Meridian administrative telephone system to the Call Center IVR, ACD queues, or directly to ACD extensions using a uniform 4-digit numbering plan. The 4-digit numbering plan is currently applicable within a designated exchange (e.g., 392 exchange). All other exchanges will be reached using a 10-digit numbering plan.

5.5.4.1 Requirement Objective

City employees will call the FWWD Call Center for assistance. In addition, City employees will transfer calls received on City Nortel Meridian administrative telephones to the FWWD Call Center. FWWD wishes to support the 4-digit numbering plan used by the City Nortel Meridian administrative telephone network.

5.5.5 Call Center VoIP Calls To and From City Administrative Telephone System

The ACD system shall have the capability to handle Voice-over-IP (VoIP) calls between the Call Center and the City administrative telephone system utilizing current FWWD equipment including the Nortel 9150 VoIP-Meridian PBX Gateway interface or a vendor-supplied equivalent Gateway interface. The Call Center system should be able to receive and place calls to the City administrative Meridian PBX system. The Call Center system should treat the interface like PBX tie trunks, thereby permitting call transfers between the systems and Call Center positions to receive calls from and place calls to the public network via the City Meridian PBX. Signaling between the Meridian PBX system and the Call Center system should convey the calling number, the transfer extension, and other information used by the ACD, IVR, and IDVR subsystems for the tracking and processing of customer calls.

5.5.5.1 Requirement Objective

The goal is to ensure seamless communications with other City departments, preserve investments in legacy Nortel PBX systems, and incorporate City administrative systems into FWWD's emergency response, backup, and restoration plans. The FWWD must maintain effective communications with other City agencies, the public, and with its customers at all times.

5.5.6 PBX Call Handling

The Call Center shall provide call handling features common to a modern PBX system. These features shall include, but not be limited to,

automatic call forwarding, call transfer, three-way call conferencing, camp-on-busy, call hold, call mute, and calling number identification. The FWWD shall have the capability through the Call Center system human-machine interface (HMI) to configure all Call Center telephone positions with one or more of these features.

5.5.6.1 Requirement Objective

The FWWD desires a Call Center system equipped with a set of calling features common to modern administrative and Call Center telephone systems. These features will enhance the ease of use by employees and increase employee productivity.

5.5.7 Routing of Local and Long Distance Calls

The ACD shall route calls originating within the Call Center to local, US long distance, and international extensions via outgoing trunk connections to a public network or via outgoing tie trunk connections to the City administrative telephone network. FWWD will have the capability to allow or block local, long distance, and international calling by individual agent or phone position. The calls should be routed to the extensions in a manner that economically takes advantage of service alternatives within the public and City administrative telephone network.

5.5.7.1 Requirement Objective

Call Center supervisors, staff, and agents must place calls to public network extensions. The FWWD desires that the Call Center systems integrate with the public and City administrative networks in an intuitive, easy to use, and cost effective manner.

5.5.8 Uniform Call Distribution

The ACD shall have the capability to distribute calls between the two or more distributed Call Center locations. The calls shall be distributed according to the primary and alternative queuing instructions assigned to the queues resident within each of the Call Center locations. Calls shall be uniformly distributed to all agents within a given queue regardless of their location within the Call Center system (e.g., City Annex building, SCADA building, home office, Village Creek emergency center).

The ACD must also uniformly distribute calls among all available agents within a given queue regardless of the agent's location (e.g., SCADA building, City Annex, Village Creek, agent's home, disaster recovery location).

5.5.8.1 Requirement Objective

The FWWD policy requires that all agents within a queue (Spanish-speaking, commercial, residential) be treated fairly and that all agents be given relatively equal amounts of work. By equally distributing calls between the two or more call center locations and among the agents within each location, the customer wait times will be shorter and the queue lengths will be minimized.

5.5.9 Distributed Call Center Routing

The Call Center system shall route calls between Call Center locations using a 4-digit numbering plan compatible with the City administrative PBX 4-digit numbering plan. The 4-digit numbering plan is currently

applicable within a designated exchange (e.g., 392 exchange). All other exchanges will be reached using a 10-digit numbering plan. The ACD shall provide the necessary means to manage the two Call Centers. The Call Center system shall route calls over primary groups if capacity is available or over alternative trunk groups if primary trunk groups have failed or are congested.

5.5.9.1 Requirement Objective

The FWWD requires the operation of two Call Center locations for redundancy and backup. The ACD must be able to route incoming calls automatically between the two or more Call Center locations.

5.5.10 Routing of Calls Received from Public Networks

The ACD shall receive and distribute customer calls from the Telco CO and City departments to the IVR, Call Center agent queues, and other City departments. Routing decisions will be based upon the origin of the call (e.g., incoming trunk group, calling number), dialed extension number, or information obtained through interaction with the IVR.

5.5.10.1 Requirement Objective

The FWWD requires that incoming calls from public networks be transferred within the FWWD and City offices. Outside calls from the CO and calls from other City departments, either originating in or transferred from a City department, must be distributed to the proper Call Center telephone position for further action.

5.5.11 System Configuration

The Call Center systems shall provide a Call Center configuration management system for the purpose of central configuration and administration of Call Center functions and features. The configuration management system will allow the FWWD staff to inspect, change, and document all configurable functions within the Call Center system from a central location designated by the FWWD.

5.5.11.1 Requirement Objective

The FWWD wishes to manage the Call Center with a small staff of area experts located in a central, strategic site within the Fort Worth area.

5.5.12 Call Center Configuration Human-Machine Interface

The Call Center system shall provide an intuitive, easy-to-use human-machine interface for the purpose of configuring, operating, and diagnosing Call Center subsystems.

5.5.12.1 Requirement Objective

The FWWD desires that its staff be able to reliably configure and operate the Call Center system with a minimum level of outside support.

5.5.13 Call Center Software and Configuration Management

The Call Center system shall provide a method for storing, retrieving, and tracking versions of software and feature configurations used within the Call Center. The FWWD shall have the capability save, store, retrieve,

and load software versions and feature configurations to the Call Center systems.

5.5.13.1 Requirement Objective

The FWWD wishes to manage software and system configuration information in an efficient and reliable fashion. The FWWD requires features that permit the FWWD staff to install, save, and archive software and configuration information. The software and configuration management features will be used by the FWWD to install and test new software and new system configurations. The FWWD will use the features to revert to older software versions and system configurations if problems develop in installed software or system configurations.

5.5.14 Call Center Combined Network Configuration Management

The Call Center system shall provide the means to manage the combined voice and high speed data network as a composite system. The system should measure traffic and utilization, alarm out of bounds conditions, alarm failures, and provide indications of system overload and quality of service deficiencies. The information gathered by the system should be presented in reports to management as web pages, dash board executive summaries, graphical presentations, or other readily viewable forms. The Call Center network management system should provide the means to monitor, diagnose, and reconfigure Call Center systems from a central management workstation.

5.5.14.1 Requirement Objective

The FWWD desires to monitor and manage all network traffic in the most effective manner and put essential information in the hands of key Call Center personnel.

5.5.15 Call Center Fault Tolerance

The Call Center shall not be rendered inoperable or ineffective due to the failure of a single piece of equipment or software. Call Center systems shall be equipped with redundant components, spare capacity, and automatic methods for detecting system faults. The systems shall automatically employ spare capacity and redundant components to maintain effective Call Center operation following an equipment or software malfunction.

The system shall report faults on Call Center equipment, software, and network connections between system components, the Call Center and the public networks, and the Call Center and the City PBX. The FWWD shall be able to monitor, diagnose, configure, and manage the Call Center system from a central network management system.

5.5.15.1 Requirement Objective

The FWWD Call Center must operate reliably and continuously at all times. The FWWD wishes to employ systems that automatically recover from component malfunctions.

5.5.16 Call Center Call Routing, Alternate Routing, and Restoration

The Call Center systems will automatically route calls from the FWWD Call Center system to the City administrative network or a public network

over a primary routing path designated by the FWWD. The Call Center systems will automatically route calls over available alternate routes when the primary routing path has failed or is congested. The systems will route all new calls over the primary route when the primary routing path is restored to service or when congestion subsides on the primary routing path.

5.5.16.1 Requirement Objective

The FWWD Call Center must operate reliably and continuously at all times. The FWWD wishes to employ systems that automatically recover from the loss of network capacity. The FWWD will employ network capacity along alternate routes and through the City administrative network as a means of guarding against network failures.

5.5.17 FWWD Disaster Recovery Facility Support

The ACD shall support disaster recovery and back up to alternate facilities as designated by the FWWD. The alternate facility will not be located within the primary Call Center building and will therefore require the system to automatically reroute calls to the alternate facility over communication infrastructure provided by FWWD.

5.5.17.1 Requirement Objective

The FWWD desires recovery methods in the event of a disaster and cannot afford system downtime. Backup facilities will be put in place to support disaster recovery of the Call Center when a primary facility (e.g., City Annex building, SCADA building) are inoperative.

5.5.18 Home Agent Disaster Recovery Support

The Call Center system should provide Call Center agents with the ability to telecommute from their residences or a remote facility for work flexibility and emergency response.

The Call Center system supplier will provide the software and licenses to enable soft phones on a remote computer in the event of an emergency or extra personnel are necessary.

5.5.18.1 Requirement Objective

The FWWD wishes to sustain its workforce through disasters and emergencies and keep its Call Center fully operational at all times.

5.5.19 Distribution of Critical Systems

The Call Center system shall support the distribution of Call Center functions among multiple FWWD facility locations for facility backup, system fault tolerance, and disaster recovery.

5.5.19.1 Requirement Objective

The Call Center will have the ability to continue operation during disasters by employing redundant servers and critical systems distributed in multiple locations.

5.5.20 Call Center Normal and Sustainable Systems Capacity

The Call Center systems shall have capacity within all functions (e.g., switching, routing, recording, reporting, audio retrieval, administration) to sustain continuous and simultaneous handling of call processing activities described in Table 1 during normal daily operations. The Call Center systems shall be able to sustain the call processing activity during each of the years shown in the table according to the following plan:

- The FWWD wishes to purchase the core equipment necessary for normal operations through 2010.
- The core system equipment is intended to be all components necessary for signaling, switching, IVR, IDVR, and other common functions necessary to meet the system requirements.
- The FWWD wishes to purchase the trunk interfaces necessary for emergency operations through 2010.
- The FWWD wishes to purchase the phones and other related equipment necessary for normal operations through 2007.
- Before the end of 2007, the FWWD will decide how they will purchase the remaining phones and other related equipment.

Table 1. Normal Call Center Operation Call Volumes and Busy Hour System Requirements

Description / Year	2005	2006	2007	2008	2009	2010
Total daily calls offered volume	4,359	4,664	4,849	5,033	5,218	5,403
Agent daily calls offered volume	3,066	3,281	3,411	3,541	3,671	3,801
Busy hour trunk and IVR incoming and outbound call volume	493	527	548	569	590	611
Busy hour agent calls offered volume	347	371	386	400	415	430
Simultaneously staffed and active supervisor and management positions required	4	6	7	8	10	11
Simultaneously staffed and active agent training positions required	0	1	2	3	4	4
Configured and ready for use agent positions	45	52	59	66	73	80
Busy hour simultaneous agent position connections required (Note 1)	24	25	26	27	28	29
Busy hour simultaneous IVR line connections required	25	26	27	28	28	29

Description / Year	2005	2006	2007	2008	2009	2010
Busy hour simultaneous CO trunk connections required	53	56	58	60	61	63
Busy hour simultaneous PBX tie trunk connections required	53	53	53	53	53	53

Note 1 – The “busy hour simultaneous agent position connections required” table entries describe the minimum number of agent positions that must be staffed and ready to accept calls if FWWD customer service objectives are to be met. The table entries do not consider agent position requirements and staffing issues related to meetings, breaks, meals, FWWD work environment policies, and other staff considerations.

5.5.20.1 Requirement Objective

The FWWD will operate its Call Center at a sustained level of activity throughout the year. The volume of Call Center activity will grow each year. The FWWD desires that the Call Center be reliable and expandable to meet changing Call Center requirements without frequent purchase of additional components.

5.5.21 Call Center Emergency Response Capacity

The Call Center systems shall have capacity within all functions (e.g., switching, routing, recording, reporting, audio retrieval, administration) to sustain continuous and simultaneous handling of call processing activities described in Table 2. The Call Center systems shall be able to sustain the call processing activity for a time period of at least one week during each of the years shown in the table according to the following plan:

- The FWWD wishes to purchase the core equipment necessary for emergency operations through 2010.
- The core system equipment is intended to be all components necessary for signaling, switching, IVR, IDVR, and other common functions necessary to meet the system requirements.
- The FWWD wishes to purchase the trunk interfaces necessary for emergency operations through 2010.
- The FWWD wishes to purchase the phones and other related equipment necessary for emergency operations as needed upon request.
- It is desirable that the emergency phones be added as software licenses and software phones to the otherwise normally existing capacity.

Table 2. Emergency Response Call Volumes and Busy Hour System Requirements

Description / Year	2005	2006	2007	2008	2009	2010
Total daily calls offered volume	10,259	10,976	11,411	11,846	12,281	12,716
Agent daily calls offered volume	8,966	9,593	9,973	10,353	10,733	11,114
Busy hour trunk and IVR incoming and outbound call volume	1,160	1,241	1,290	1,339	1,388	1,437
Busy hour agent calls offered volume	1,010	1,080	1,130	1,170	1,210	1,260
Simultaneously staffed and active supervisor and management positions required	4	6	7	8	10	11
Simultaneously staffed and active agent training positions required	0	1	2	3	4	4
Configured and ready for use agent positions	63	67	69	72	74	80
Busy hour simultaneous agent position connections required (Note 1)	63	67	69	72	74	76
Busy hour simultaneous IVR line connections required	49	51	53	55	57	58
Busy hour simultaneous CO trunk connections required	124	132	137	141	146	151
Busy hour simultaneous PBX tie trunk connections required	53	53	53	53	53	53

Note 1 – The “busy hour simultaneous agent position connections required” table entries describe the minimum number of agent positions that must be staffed and ready to accept calls if FWWD customer service objectives are to be met. The table entries do not consider agent position requirements and staffing issues related to meetings, breaks, meals, FWWD work environment policies, and other staff considerations.

5.5.21.1 Requirement Objective

The FWWD will operate its Call Center during emergency response conditions (e.g., flooding, water main breaks, tornadoes) within the City as a means of serving and supporting the citizens of the City. The volume of Call Center emergency response activity will grow each year. The FWWD desires that the Call Center be reliable and responsive to meet changing Call Center emergency response requirements for the specified

minimum period of time or longer without the purchase of additional Call Center components.

The FWWD wishes to quickly respond to emergency situations without stockpiling large amounts of extra equipment. Instead, the FWWD desires to use readily available computer equipment, software, and leased communication services (e.g. cable modem, Digital Subscriber Line [DSL], Integrated Services Digital Network [ISDN]) to augment the normal capacity requirements of the Call Center.

5.5.22 Call Center Quality of Service and Work Force Management Information Storage and Communication Requirement

The Call Center systems will collect and store information described in 5.4.19, 5.4.20, 5.4.21, 5.4.22, 5.5.23, 5.5.24, 5.5.25, and 5.5.26 in non-volatile storage files for a period of not less than (12) months. The Call Center systems will provide automated methods for communicating information in non-volatile files to TCP/IP servers for the purpose of long term storage and processing by the FWWD. The format of the stored information will be documented in an easily translated format (e.g., comma separated value) that can be readily processed by programs provided by the FWWD.

5.5.22.1 Requirement Objective

The FWWD wishes to use information collected by the Call Center systems to measure long term quality of service, plan future Call Center investments, and predict future staffing requirements.

5.5.23 IVR Resource Utilization Information

The IVR subsystem shall record, store, report, and communicate information regarding the utilization of IVR resources (e.g., line group, Central Processing Unit (CPU) utilization, electronic storage). Line group information shall at a minimum include the number of calls, average call duration, number of Internet protocol (IP) packets transmitted, average size of packets transmitted, number of IP packets received, and average size of IP packets received. The IVR resource utilization information will be recorded, stored, and reported on regular 15-minute intervals. The IVR shall have the capability to download reports into common software platforms such as Excel and support graphing capabilities for reporting statistics on the stored information.

5.5.23.1 Requirement Objective

The FWWD will employ traffic engineering techniques to ensure adequate resources are economically employed throughout the Call Center in a manner that achieves Call Center quality of service goals.

5.5.24 IDVR Resource Utilization Information

The IDVR subsystem shall record, store, report, and communicate information regarding the utilization of IDVR resources (e.g., voice path, CPU utilization, electronic storage). Voice path information shall at a minimum include the number of calls, average call duration, number of IP packets transmitted, average size of packets transmitted, number of IP packets received, and average size of IP packets received. The IDVR

resource utilization information will be recorded, stored, and reported on regular 15-minute intervals. The information storage should comply with the requirements stated in 5.5.22.

The IDVR shall have the capability to download reports into common software platforms such as Excel and support graphing capabilities for reporting statistics on the stored information.

5.5.24.1 Requirement Objective

The FWWD will employ traffic engineering techniques to ensure adequate resources are economically employed throughout the Call Center in a manner that achieves Call Center quality of service goals.

5.5.25 Call Trunk Group Resource Utilization Information

The ACD system shall collect, store, report, and communicate trunk group information regarding the utilization of trunk group resources used for the reception, transfer, and placement of telephone calls. Trunk group information shall at a minimum include the number of calls and average call duration. If the trunk group uses voice-over-IP (VoIP) protocols, then the trunk group information must also include the number of IP packets transmitted, average size of packets transmitted, number of IP packets received, and average size of IP packets received. The IVR resource utilization information will be collected, stored, and reported on regular 15-minute intervals.

The ACD shall provide a means of communicating resource utilization information to servers over a TCP/IP network or to removable storage for off-line processing of utilization information by systems and software supplied by the FWWD. The information should comply with the requirements stated in 5.5.22.

Voice path information shall be recorded for all types of voice paths used within the Call Center including DS-0 channels within T-1 carrier circuits and voice paths within TCP/IP connections.

The ACD shall have the capability to download reports into common software platforms such as Excel and support graphing capabilities for reporting these statistics.

5.5.25.1 Requirement Objective

The FWWD will employ traffic engineering techniques to ensure adequate resources are economically employed throughout the Call Center in a manner that achieves Call Center quality of service goals.

5.5.26 QoS Management Information

The Call Center system should also provide a suite of quality of service management features. The QoS reports should report QoS measures (e.g., probability of call blocking for incoming calls, call blocking percentage for outgoing calls) for all trunk groups connected to the Call Center. The QoS reports should predict trunk group capacity requirements for circuit switch voice paths. It should also predict bandwidth requirements for TCP/IP voice paths.

5.5.26.1 Requirement Objective

The FWWD wishes to manage its investments in telecommunications infrastructure effectively and economically through the appropriate use of decision-directed information.

5.5.27 Call Center Fault Reporting and Diagnostics

Call Center systems will automatically detect and report faults in Call Center communication circuits (e.g., TCP/IP, T-1), equipment, and software. The systems shall include a suite of automatic and manually-controlled diagnostics for the purpose of analyzing and pinpointing faulty circuits and components.

5.5.27.1 Requirement Objective

The FWWD wishes to maintain a high level of Call Center reliability with a small FWWD staff. The Call Center systems must facilitate rapid and effective identification, diagnosis, and resolution of Call Center malfunctions.

5.5.28 Call Center System Security Requirement

The Call Center system will have security measures in place to protect the system, including all home-based agent positions, network traffic, voice calls, reports, and other system-critical information. The use of firewalls, Virtual Private Networks (VPNs), virus scanning, spy ware scanning, and virus protection software should be utilized to the fullest extent possible. The Call Center system should have the capability for various levels of data encryption and access security.

5.5.28.1 Requirement Objective

The FWWD desires their Call Center to be protected against computer viruses, information piracy, and hackers and that important information be kept protected for privacy and security issues. The FWWD is a first-class Call Center and holds customer privacy and system security in the highest regard.

5.5.29 Call Center Information Technology Staff Training

The Call Center systems supplier shall provide training on the proper design, configuration, operation, fault analysis, and fault recovery procedures for supplied equipment and software. The supplier will train at least four FWWD staff members or designated contract staff at times mutually agreed to by the FWWD and the supplier.

5.5.29.1 Requirement Objective

The FWWD wishes to maintain a well-trained staff for the ongoing engineering, operation, and maintenance of Call Center systems.

5.5.30 Call Center Systems Documentation

The Call Center system provider will supply the FWWD with the necessary documentation for normal operation and maintenance of the Call Center systems. Manuals for the configuration, operation, and maintenance of the Call Center will be delivered to the FWWD at the time of training. The FWWD will also be provided any updates or changes made to the manuals in electronic and/or hardcopy forms.

5.5.30.1 Requirement Objective

The FWWD wishes to maintain a well-trained staff for the ongoing engineering, operation, and maintenance of Call Center systems.

5.6 Integration Requirements

The following numbered items are integration requirements for the System Solution that shall be addressed by the Proposers in Chapter 2 – System Solution Requirements under the heading of Integration Requirements.

Responses to each requirement shall be either a **Yes** or **No** with subsequent explanations to the question: Is this integration requirement included in the System Solution? An answer of **Yes** must be accompanied by an explanation of how the System Solution satisfies the requirement. Vendors will be scored on the completeness of the solution and the clarity of their explanation. Therefore a **Yes** response with no explanation will be treated as a **No**. Responses must be in the order their respective requirement appears in the following section.

The Proposer will organize responses using the following matrix format:

Req. Number	Requirement Title	Yes	No	Explanation
5.6.1	Call Center System Workforce Management			

The requirement number will be placed in the first column with the requirement title following in the second column. An “X” should be placed in either one of the **Yes** or **No** columns depending upon the Proposer’s System Solution’s capabilities. The resulting explanation will follow in the last column to describe how the System Solution satisfies the requirement. Each numbered requirement shall be individually addressed in this manner.

An objective follows each requirement which explains the reasoning and intent of the requirement and to place the requirement within the context of the entire system.

5.6.1 Call Center System Workforce Management

The Call Center system should collect, retain, process, and report workforce management information using a highly integrated WFM subsystem. The Call Center WFM subsystem shall provide information to the FWWD staff with easily understood information that describes past performance of the Call Center and individual agents. It should provide intuitive and effective methods for planning future Call Center operations (e.g., staffing levels, staff scheduling, predicted performance given a staffing arrangement, and an anticipated call volume).

The ACD shall have the capability to download reports into common software platforms such as Excel and support graphing of all Call Center WFM subsystems and statistics.

5.6.1.1 Requirement Objective

The FWWD wishes to improve the Call Center quality of service as perceived by its customers and increase Call Center productivity. The FWWD will use the WFM tools to effectively manage current operations and plan future operations.

5.6.2 Aspect Work Force Management Software Interoperability

The Call Center systems must collect, store, and communicate information with sufficient content, with adequate detail, and in a manner compatible with FWWD-supplied Aspect Work Force Management software. For example, the ACD system shall communicate queue productivity information in a manner compatible with FWWD-supplied Aspect Work Force Management software. The Call Center system provider will specify the version of Aspect required for operation with the Call Center system.

The Call Center systems must collect statistics on agent utilization and customer calls as source data for the Aspect WFM application software. The systems must exchange data between the Call Center and the Aspect WFM software in a reliable and timely fashion. The content of the information must be sufficiently detailed to support insightful, data-driven decision-making by the FWWD Call Center management team.

5.6.2.1 Requirement Objective

The FWWD currently owns the Aspect WFM software and hopes to utilize the Aspect WFM in conjunction with a new Call Center system. The FWWD wishes to implement a work force management system based upon features supplied by the Call Center systems and the Aspect WFM software. FWWD will use the WFM system to fairly judge agent productivity, measure specialty queue productivity, and ensure high quality customer service.

5.6.3 Configurable IVR Interactions

The IVR shall provide prerecorded announcements and verbal prompts for incoming call system interactions and for outgoing call announcements. The IVR subsystem shall have the storage capacity for a large number of customer interaction scenarios. Each scenario will be configurable by the FWWD via scripts or another configuration mechanism.

5.6.3.1 Requirement Objective

The FWWD wishes to employ the IVR as an automation method for handling customer billing inquiries. The FWWD desires outbound call capability to contact customers concerning emergency situations, main breaks, water conservation, water restrictions, high water alerts, project updates, and drought programs.

5.6.4 IVR – Sungard HTE Enterprise Utility Account Action Notification

The IVR subsystem will provide a means of automatically notifying FWWD customers of impending account actions (e.g., late bill payments, impending service disconnects, scheduled service connections). The FWWD's IVR system for the general public is provided by Selectron, Inc.

This system has direct interface capabilities with the Water Department's billing system, Sungard HTE. The chosen vendor must be able to integrate with Selectron's Version 3 system or provide an equivalent IVR which has the same or more interfacing capabilities with Sungard HTE. The IVR shall retrieve customer information and account actions from the FWWD Sungard HTE Enterprise Utility Billing System. The IVR shall automatically call the customer and verbally communicate customer billing information to the customer via the Call Center infrastructure. The IVR shall provide the customer with options to retrieve additional account information, make payments via the IVR, or request a connection to a FWWD agent.

5.6.4.1 Requirement Objective

The FWWD wishes to automate customer notifications of impending customer account actions. The proper integration of the IVR subsystem and Sungard HTE Enterprise utility billing system will provide customers with automatic notification of late bill payments, impending service disconnects, service outages, and scheduled service changes.

5.6.5 IVR – Sungard HTE Enterprise Utility Billing Inquiry

The IVR subsystem will provide a means for FWWD customers to inquire about their account information (e.g., outstanding balances, payment due date). The FWWD's IVR system for the general public is provided by Selectron, Inc. This system has direct interface capabilities with the Water Department's billing system, Sungard HTE. The chosen vendor must be able to integrate with Selectron's Version 3 system or provide an equivalent IVR which has the same or more interfacing capabilities with Sungard HTE. The IVR shall retrieve customer account information from the FWWD Sungard HTE Enterprise utility billing system using account information provided to the IVR by the customer and the public network (e.g., automatic number identification [ANI]). The IVR shall verbally communicate customer billing information to the customer via the Call Center infrastructure.

5.6.5.1 Requirement Objective

The FWWD wishes to provide billing information to its customers in the fastest and most productive manner possible.

5.6.6 IVR Application Program and Communication Interface

The IVR subsystem should be flexible and configurable in a manner that allows the FWWD to add new IVR-based automation functions to the Call Center. The IVR subsystem should provide a flexible application program, computer-telephony integration interfaces, and human-machine interfaces sufficient to permit FWWD or its contractors to integrate the IVR subsystems with new business applications.

5.6.6.1 Requirement Objective

The FWWD wishes to expand its use of IVR-based customer automation as a means of improving customer service, increasing service value, and reducing the FWWD's operating cost. The FWWD anticipates using IVR-based automation in new and innovative ways throughout the operational life of the Call Center system. Specifically, the FWWD intends to provide for bill

payment and delinquency extensions through automated interaction with the IVR.

5.6.7 PeopleSoft Customer Relationship Management Automation

The Call Center system shall support a CTI interface to PeopleSoft CRM to create and populate CRM case records for customer and account identification within a CRM case record. The system shall capture and relay dialed information to the CRM for use in creating and populating the CRM case record.

The proposed system must have an existing and proven ability to integrate with the PeopleSoft CRM application and meet the requirements described in this document.

The system shall support a CTI interface to retrieve customer billing records from the Sungard HTE billing system to create and populate CRM records for customer and account identification. The IVR shall query the billing system to retrieve the customer billing information and relay the information via a PeopleSoft interface to CRM for inclusion in the CRM case record.

The system shall relay information received from the public network, the City administrative network, and information retrieved from other FWWD automation systems (e.g., Sungard HTE Enterprise Utility Billing System) to the FWWD PeopleSoft CRM System. The information provided will be in a format compatible for use by the PeopleSoft CRM System.

5.6.7.1 Requirement Objective

The FWWD wishes to automatically populate PeopleSoft CRM screen information displayed to Call Center agents. The CRM will use the information to automatically create, open, and populate contact records before the agent interacts with the customer. FWWD anticipates productivity improvements derived by reducing agent conversation time and increased CRM information accuracy.

5.6.8 Call Center Integration with Existing Telephony Network

The Call Center must integrate within the existing FWWD TCP/IP and circuit switched telephony network. FWWD is currently using Extreme network switches with Power-over-Ethernet (POE) capability and equipment for their network infrastructure.

5.6.8.1 Requirement Objective

FWWD desires to use its existing network infrastructure as the platform on which the new Call Center (CC) will reside. FWWD already has in place sufficient switching equipment and would like to utilize its Extreme network equipment.

5.7 Maintenance and Support Requirements

The following numbered items are maintenance and support requirements for the System Solution that shall be addressed by the Proposers in Chapter 2 – System Solution Requirements under the heading of Maintenance and Support Requirements.

Responses to each requirement shall be either a **Yes** or **No** with subsequent explanations to the question: Is this maintenance or support requirement

included in the System Solution? An answer of **Yes** must be accompanied by an explanation of how the System Solution satisfies the requirement. Vendors will be scored on the completeness of the solution and the clarity of their explanation. Therefore a **Yes** response with no explanation will be treated as a **No**. Responses must be in the order their respective requirement appears in the following section.

The Proposer will organize responses using the following matrix format:

Req. Number	Requirement Title	Yes	No	Explanation
5.7.1	Call Center System Technical and Maintenance Support			

The requirement number will be placed in the first column with the requirement title following in the second column. An “X” should be placed in either one of the **Yes** or **No** columns depending upon the Proposer’s System Solution’s capabilities. The resulting explanation will follow in the last column to describe how the System Solution satisfies the requirement. Each numbered requirement shall be individually addressed in this manner.

An objective follows each requirement which explains the reasoning and intent of the requirement and to place the requirement within the context of the entire system.

5.7.1 Call Center System Technical and Maintenance Support

The FWWD requires a highly trained and motivated Call Center system technical support and maintenance provider. The provider’s staff must be skilled in Call Center system design, configuration, operation, and diagnosis. The staff must be capable of planning and executing Call Center system upgrades, expansions, predictions of future system requirements, and reconfigurations using configuration planning, regression testing, and fall-back recovery methods.

5.7.1.1 Requirement Objective

The FWWD wishes to achieve highly reliable Call Center operation and customer service. The FWWD wishes to augment the skills of its staff with those of a highly skilled technical support and maintenance provider.

5.7.2 Call Center System Telephone Response

The Call Center system supplier staff will respond by telephone to a specified FWWD contact within 15 minutes for a Call Center system support and maintenance issue being relayed to the supplier.

5.7.2.1 Requirement Objective

The FWWD desires that the ACD vendor be readily available for on-call support to the Call Center system to minimize system downtime and failures.

5.7.3 Call Center System On-Site Support

The Call Center system supplier will dispatch a supplier technical support staff member to the specified FWWD facility within four hours after receiving a FWWD request for on-call support.

5.7.3.1 Requirement Objective

The FWWD desires that the ACD vendor be readily available for on-site support to the Call Center system to minimize system downtime and failures.

5.7.4 Local Call Center System Support

The Call Center system supplier will have support offices or have affiliate support offices located within the Dallas/Fort Worth metropolitan area to support the operation of the FWWD Call Center systems.

5.7.4.1 Requirement Objective

The FWWD desires that the ACD vendor be readily available for support to the Call Center system to minimize system downtime and failures.

5.7.5 Remote Interactive Helpdesk Support

The Call Center system supplier will provide support when necessary through Internet access to the FWWD's CC system. The supplier will have remote access to the FWWD computers and network for the purpose of troubleshooting technical and maintenance problems related to the operation of the Call Center.

5.7.5.1 Requirement Objective

The FWWD desires that the Call Center system provider be readily available for support to the Call Center system to minimize system downtime and failures.

5.7.6 Call Center 10 Year System Lifecycle Support

The Call Center system supplier will provide system lifecycle support to FWWD for 10 years after the installation of the system. The support will include regularly scheduled updates to the system software and firmware and periodic software version upgrades. Equipment support and maintenance will also be provided during the 10 year period by the vendor or their appointed contractor. The equipment supplier will agree not to end-of-life the Call Center product for at least five years after the installation of the system. The Call Center system supplier will also agree to work with FWWD personnel to update forecasting models throughout the life of the system.

5.7.6.1 Requirement Objective

The FWWD desires that the ACD vendor be readily available for support and maintenance to the Call Center system to minimize system downtime and failures. The vendor will remain in contact with the FWWD throughout this time to offer support on an as-needed basis.

5.7.7 Call Center Configuration Regression Methods

The Call Center systems shall provide dependable regression analysis and fall-back configuration tools that permit the FWWD to revert to an earlier system configuration upon demand.

5.7.7.1 Requirement Objective

The FWWD desires the means by which to revert to a known working system if system changes or modifications prove to be unreliable.

5.7.8 Call Center Sole Point of Accountability and Contact

The Call Center system supplier will provide a designated sole point of accountability and contact. The FWWD will remain in touch with this contact and will seek administrative advice and assistance from this contact on an as-needed basis. The sole point of accountability is responsible for the equipment installed, the implementation, and the service provided.

5.7.8.1 Requirement Objective

The FWWD desires to simplify contact to the Call Center system supplier by using a single point of contact.

5.8 Additional Considerations

The following are additional considerations for the FWWD Call Center System Solution that shall be addressed by the Proposers in Appendix D. Responses to the considerations shall be formulated in a logical, concise answer and do not affect the evaluation or scoring of the overall proposal response. They only serve to further the understanding of the Selection Committee and will be regarded as "Information Only" by the City. Responses must be in the order their respective requirement appears in the following section.

5.8.1 Customer Language Translation Agencies

Provide the Selection Committee with current capabilities of the Proposer to supply direct language translation services to the FWWD through the ACD. Capabilities to consider include list of languages offered, size of language translation staff, amount of translation calls handled in a day, etc...

6.0 EVALUATION AND SELECTION

6.1 City Approach

The FWWD will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP, in accordance with the instructions to Proposers and selection process as defined in this document.

The evaluation and selection process will consist of two (2) phases:

- Review, assessment, and evaluation of all submittals from Proposers against the qualifications and responses to questions and requirements in order to determine a shortlist of Proposers
- Conduct presentations and demonstrations on site at the FWWD with selected shortlisted Proposers in order to determine a finalist to be recommended for selection and award of contract. The FWWD reserves the right to begin "best and final" offer negotiations with one or more of the finalists.

6.2 City Selection Committee

A FWWD selection committee has been established to provide oversight to the RFP process, evaluation of the proposals and the selection of a qualified Proposer. The FWWD Selection committee will be comprised of FWWD Information technology personnel, Customer Service staff and the FWWD consultants from SwRI.

The FWWD selection committee will determine the responsiveness and acceptability of each proposal; evaluate each proposal in respective functional, technical, and pricing areas according to the pre-established criteria described below; and develop an overall Proposer rating.

6.3 Criteria for Evaluation

Each proposal will be evaluated in the following areas, listed in relative order of importance and with the percentage weight given to each:

- **Completeness of Proposed System Solution (50%).** The extent to which the proposed capital project management System Solution meets all of the City business, technical, and maintenance objectives and requirements, weighted as follows:
 - *Business Requirements* (17.5%)
 - *Technical Requirements* (17.5%)
 - *Integration Requirements* (7.5%)
 - *Maintenance Requirements* (7.5%)
- **Ability to Deliver Proposed System Solution (20%).** The size of the company, years of experience, number of current clients of proposed System Solution, capabilities of technical resources, value-added installation services, delivery track record, financial strength and M/WBE participation weighted as follows:
 - *Project References* (2%)
 - *Installation Services* (3%)
 - *Financial Strength* (3%)
 - *Project Personnel* (2%)
 - *Sole Point of Accountable and Contact* (5%)
 - *M/WBE Participation* (5%)
- **Price of Proposed System Solution (30%).** The amount and structure of the fees quoted to deliver the proposed System Solution and provide maintenance, weighted as follows:
 - *Hardware* (10%)
 - *License Fees and Structure* (10%)
 - *Annual Maintenance Fees* (10%)

6.4 Evaluation of Proposals

Each proposal will be evaluated in accordance with the Criteria for Evaluation section. A proposal will be declared unqualified if it clearly fails to demonstrate a standard that the City deems necessary to meet the objectives of the RFP.

To assist in evaluating the proposed System Solution, the Proposer must furnish client references in its proposal, in accordance with Chapter 5 of the Deliverables, preferably to clients of similar size and functionality requirements as the City, who are currently using the proposed System Solution and/or Proposer's software.

Responsiveness of the Proposer and feasibility of the proposed System Solution will be taken into account by the City Selection Committee. The Committee will consider overall approach and philosophy to meeting the stated requirements and the ability of the Proposer to deliver in the timeframe required by the City.

The Selection Committee will consider the following in making a selection:

- Proposer's industry experience
- Knowledge and skills
- Financial strength
- Delivery track record
- Growth and evolution of System Solution
- Research and development investment
- Technology and architecture
- M/WBE participation

If a contract is awarded, the contract will be awarded to the responsible Proposer whose proposal is determined to be the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the RFP.

7.0 **PRICING**

7.1 **Purpose**

The pricing will be used for evaluation and selection purposes, in accordance with Evaluation Criteria section. Pricing will be considered a "best faith estimate" for purpose of responding to this high technology procurement RFP. **The pricing in the Proposal will not be a binding price for purposes of contract negotiation.**

The selected Proposer will determine "best and final" offer during the course of contract negotiation. However, the City anticipates that the "best and final" offer presented by the selected Proposer will be within a reasonable price range and give full consideration to the pricing provided by the Proposer in Chapter 7. The City reserves the right to withdraw its Proposer selection award should "best and final" offer contract pricing exceed an acceptable level of increase from the pricing estimate.

All pricing submitted by the Proposer shall be in United States currency (USD). The Proposer is responsible for calculating all foreign currency conversions to U.S. dollars and applying appropriate economic factors to stabilize the price estimate for the Period of Validity as defined in Proposal Duration Section. Additionally, the Proposer shall indicate when foreign currency conversions have been applied noting the country of origin.

Proposers must provide a minimum of six (6) month price guarantee that the components of the System Solution will be available at the same price or better.

The Proposer shall indicate if any discounts have been applied to the pricing, noting the percentage or discount amount taken and the reason for discounting the standard Proposer list price.

When available, the Proposer shall propose contract pricing (i.e. State contract) or better.

7.2 **Fees for Hardware**

The Proposer must provide a detailed equipment list. This price list must reference the following; quantity, component description, manufacturer part number, unit and extended cost.

The Proposer shall include both pre-implementation pricing and post-implementation to help determine if additional equipment is cost effective after the initial installation. Pre-implementation pricing must be available for a period of six (6) months following implementation in the event the City desires to purchase additional equipment. Post-implementation pricing shall be made available to the City for a period of twelve (12) months following acceptance.

7.3 **Fees for Software Licenses**

The Proposer shall describe the software license cost structure for the proposed System Solution and provide a pricing estimate for City licenses fees in Chapter 7. The license fees shall be priced in the response as **Estimated Software License Fees** on one (1) line denoting the estimated total amount.

The Proposer must specify the pricing for the following types of licenses:

- Seat licenses, or concurrent user licenses for the following type of users:
 - **System Administration** (admin function level)
 - **Advanced System User** (high function level)
 - **Standard System User** (base function level)

Proposers should include unit prices for the above license classes, noting the volume discount price breakpoints.

7.4 **Fees for Annual Maintenance**

The Proposer shall describe the software annual maintenance cost structure for the proposed System Solution and determine a price estimate for City maintenance fees to be included in Chapter 7. The City requires the Proposer to provide maintenance fees in terms of Year 1 and a total for four (4) subsequent years. The Proposer must disclose any fee reductions applied over the five (5) year period, indicating percentages reduced and the years in which they will take effect.

The maintenance fees shall be priced in the response as **Estimated Annual Maintenance Fees**. The City would like vendors to provide pricing for the following two different maintenance options. Please provide annual maintenance costs.

7.4.1 Provide pricing for a maintenance agreement that supports both hardware and software seven days per week, twenty-four hours per day, with four (4) hour on site response.

7.4.2 If the City chooses time and materials coverage, what is the rate for standard business hours and after hours?

7.4.3 Will you support a maintenance contract that covers core components only?

7.5 **Fees for Installation Services**

The Proposer shall describe all installation professional services fees associated with the proposed System Solution and determine a price estimate for the City installation service fees to be included in Chapter 7. In addition, the City requires the Proposer to list all installation services included in the fee, standard hourly rates being charged, and the number of labor hours estimated for each rate class.

The installation service fees shall be priced in the response as **Estimated Installation Service Fees** on one (1) line denoting the estimated total amount.

7.6 **Fees for Additional Services**

The Proposer shall describe any additional fees associated with the proposed System Solution for third-party software, manuals, materials, training, and custom software not included in base installation or license fees in Chapter 7. The Proposer shall include all additional services, licenses and associated fees or costs for each additional item listed, standard hourly rates being charged, and the number of labor hours estimated for each rate class.

The additional service fees shall be priced in the response as **Estimated Additional Service Fees** on one (1) line denoting the estimated total amount.

8.0 **TERMS AND CONDITIONS**

8.1 These standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the Proposal are accepted by the City of Fort Worth.

8.1.1 **Assignment**

The successful Proposer may not assign its rights or duties under an award without the prior written consent of the City of Fort Worth. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

8.1.2 **Errors and Omissions**

The Proposer will not be allowed to take advantage of any errors or omissions in this RFP. Where errors or omissions appear in this RFP, the Proposer shall promptly notify the City of Fort Worth Purchasing Division in writing of such error or omission it discovers. Any significant errors, omissions or inconsistencies in this RFP are to be reported no later than seven (7) days before time for the Proposal response is to be submitted.

8.1.3 **Indemnity and Release**

Successful Proposer shall defend, indemnify and hold harmless the City of Fort Worth and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property due to any negligent act or fault of the successful Proposer, or of any agency, employee, subcontractor or supplier under the successful Proposer in the execution of, or performance under, any contract awarded. Successful Proposer

indemnifies and will indemnify and hold harmless the City from liability, claim or demand on their part, agents, servants, customers and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in the halls, elevators, entrances, stairways or approaches of or the facilities within which the occupied premises are located. Successful Proposer shall pay any judgment with costs that may be obtained against the City growing out of such injury or damages.

In addition to the indemnification requirement above, successful Proposer shall execute a statement releasing the City from any liability for injury or property damage incurred during this contract, unless such injury or property damage was the result of intentional conduct committed by an employee of the City. Further, all employees, officers, and agents of the successful Proposer or any subcontractor shall be required to execute the release prior to entering into performance of any work associated with the contract to be awarded hereunder.

8.1.4 Termination, Remedies, and Cancellation

Right to Assurance. Whenever the City has reason to question the successful Proposer's intent to perform, the City may demand that the successful Proposer give written assurance of successful Proposer's intent to perform. In the event a demand is made, and no assurance is given within ten calendar days, the City may treat this failure as an anticipatory repudiation of the contract.

The City may terminate this agreement if the successful Proposer fails to cure a material breach which substantially impairs the value of the contract as a whole within thirty (30) calendar days of receipt of written notice being given by the other party. If more than thirty (30) calendar days are required to cure such default or breach, a reasonable time in excess of said days may be established, provided both parties agree in writing as to the time period to be substituted. In the event such default or breach is not cured within a specified time, the City may terminate this agreement upon thirty (30) calendar days written notification.

The City may also cancel this agreement for convenience upon thirty (30) calendar days written notice to the successful Proposer. Effective date of such notice shall begin three (3) days after date of posting with the United States Postal Service with said notice being sent to last known address of successful Proposer.

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this contract, then Buyer will immediately notify Seller of such occurrence and this contract shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to Buyer of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

8.1.5 Change Orders

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the FWWD and approved by City Council.

8.1.6 Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Tarrant County, Texas. Venue shall lie exclusively in Tarrant County, Texas.

8.1.7 Conflict of Interest

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C., Chapter 171.

9.0 **INSURANCE REQUIREMENTS**

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) days following approval of Agreement by the City Council; otherwise, the City of Fort Worth may rescind its acceptance of the Contractor's proposal.

The Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the prosecution of work under this agreement. The Contractor shall file with the City of Fort Worth Purchasing Division, prior to the commencement of services, a certificate of insurance documenting the following required insurance.

Commercial General Liability Insurance including Explosion, Collapse, and Underground Coverage shall be provided as follows:

- \$1,000,000 Each Occurrence
- \$2,000,000 Annual Aggregate

Auto Liability Insurance shall be provided as follows:

- \$250,000 Bodily Injury Per Person
 - \$500,000 Each Accident
 - \$100,000 Property Damage;
- or
- \$1,000,000 Combined Single Limit Each Accident

Worker's Compensation Statutory limits (Employer's liability)

- \$100,000 Each accident/occurrence
- \$100,000 Disease - per each employee
- \$500,000 Bodily Injury/Disease - policy limit

Technology Liability (E&O)

- \$1,000,000 Each Claim Limit
- \$1,000,000 Aggregate Limit

Coverage shall include but not be limited to the following:

- Failure to prevent unauthorized access
- Unauthorized disclosure of information

- Implantation of malicious code or computer virus
- Fraud, Dishonest or Intentional Acts with final adjudication language

Technology coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, or a separate policy specific to Technology E&O. Either is acceptable if coverage meets all other requirements. Coverage shall be claims-made, and maintained for the duration of the contractual agreement and for two (2) years following completion of services provided. An annual certificate of insurance shall be submitted to the City to evidence coverage.

9.1 Additional Insurance Requirements

- 9.1.1 The City, its officers, employees and servants shall be endorsed as an additional insured on Vendor's insurance policies excepting employer's liability insurance coverage under Contractor's workers' compensation insurance policy.
- 9.1.2 Certificates of insurance shall be delivered to the Purchasing Department of the City of Fort Worth, 1000 Throckmorton Street, Fort Worth, Texas 76102, prior to a purchase order being issued.
- 9.1.3 Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.
- 9.1.4 Each insurance policy shall be endorsed to provide the City a minimum thirty (30) days notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days notice shall be acceptable in the event of non-payment of premium.
- 9.1.5 Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
- 9.1.6 Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the City.
- 9.1.7 Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.
- 9.1.8 Workers' compensation insurance policy(s) covering employees of the Vendor shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
- 9.1.9 City shall not be responsible for the direct payment of insurance premium costs for Vendor's insurance.
- 9.1.10 Vendor's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.
- 9.1.11 While the purchase order is in effect, Contractor shall report, in a timely manner, to the Purchasing Department any known loss occurrence that could give rise to a liability claim or lawsuit or which could result in a property loss.

9.1.12 Vendor's liability shall not be limited to the specified amounts of insurance required herein.

9.1.13 Upon the request of City, Vendor shall provide complete copies of all insurance policies required by these contract documents.

10.0 **PERFORMANCE BOND**

- 10.1 The successful Proposer entering into a contract for the work will be required to give the City surety in a sum equal to the amount of the contract awarded. The successful Proposer shall be required to furnish bonding as applicable in a sum equal to the amount of the contract awarded. The form of the bond shall be as herein provided and the surety shall be acceptable to the City. All bonds furnished hereunder shall meet the requirements of Chapter 2253 of the Texas Government Code, as amended.
- 10.2 If the contract amount is in excess of \$100,000, a **Performance Bond** shall be executed, in the amount of the contract conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. Said bond shall solely be for the protection of the City of Fort Worth.
- 10.3 To be an acceptable surety on the performance, payment and maintenance bonds, the surety must be authorized to do business in the state of Texas and meet all requirements of Texas Insurance Code, section 7.19-1. In addition, the surety must (1) hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the state of Texas and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law. Satisfactory proof of any such reinsurance shall be provided to the City upon request. The City, in its sole discretion, will determine the adequacy of the proof required herein.
- 10.4 No sureties will be accepted by the City that are at the time in default or delinquent on any bonds or which are interested in any litigation against the City. Should any surety on the contract be determined unsatisfactory at any time by the City, notice will be given to the contractor to that effect and the contractor shall immediately provide a new surety satisfactory to the City.

ATTACHMENT A
SAMPLE AGREEMENT

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

This **PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT** (“**Agreement**”) is made and entered into by and between the **CITY OF FORT WORTH** (the “**City**”), a home rule municipal corporation situated in portions of Tarrant, Denton and Wise Counties, Texas, acting by and through its duly authorized Assistant City Manager, and **[NAME OF VENDOR] INC. (“Consultant”)** a _____ corporation and acting by and through _____, its duly authorized _____, collectively referred to as the “**Parties**.”

DEFINITIONS

City shall mean the City of Fort Worth, including its employees, officers, agents, or representatives.

Consultant shall mean [Name of Vendor], Inc., its employees, directors, officers, agents, representatives, or subcontractors.

Software shall mean the computer program, object code, any corrections, bug fixes, enhancements, upgrades or other modifications, including custom modifications and user manuals.

CONTRACT DOCUMENTS

This Agreement shall consist of the following documents, which are attached hereto and incorporated into this Agreement for all purposes herein:

1. Professional Services and Software License Agreement
2. Exhibit “A” – Scope of Services, Project Master Plan
3. Exhibit “B” – Non-Disclosure Agreement
4. Exhibit “C” – Limited Access Agreement

1. LICENSE / SCOPE OF SERVICES

1.1 License to use the software

Consultant, or its authorized subcontractor, agrees to provide the City with [Name of Vendor] [insert name of software] for the purposes of [insert explanation]. This software is “proprietary” to Consultant, and is licensed and provided to the City for its sole use for purposes under this Agreement. The City may not use or share this software without permission of the Consultant. Consultant hereby grants the City a perpetual, non-exclusive, nontransferable right to use the Software. The City may make copies of the software expressly for backup purposes.

1.2 Scope of Services

Consultant hereby agrees to provide the City with professional consulting services for [insert clear description of the services]. The specific scope of services to be provided under this Agreement are set forth in **Exhibit “A,” Scope of Services / Project Master Plan**, which is attached hereto and incorporated for all purposes incident to this Agreement. The Parties may later agree to alter or modify the scope via written change order. Any such change orders shall be incorporated by reference into the scope of services provided under this Agreement, attached hereto, and shall become a part of this Agreement.

2. TERM / RENEWAL OPTIONS.

This Agreement shall commence upon the date that both the City and Consultant have executed this Agreement ("Effective Date") and shall continue in full force and effect for [insert term] ("Initial Term"), unless terminated earlier in accordance with the provisions of this Agreement. Following the Initial Term, this Agreement shall be renewable at the option of the City for two additional terms of one year each ("Renewal Term"). The City shall provide Consultant with written notice of its intent to renew at least thirty (30) days prior to the end of the term.

3. COMPENSATION.

The City shall pay Consultant an amount not to exceed [insert \$\$ amount] in accordance with the provisions of this Agreement [or in accordance with the attached payment schedule agreed upon by the Parties]. Consultant shall not perform any additional services for the City not specified by this Agreement Unless the City requests and approves in writing the additional costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first approves such expenses in writing.

4. TERMINATION.

4.1. Written Notice.

The City or Consultant may terminate this Agreement at any time and for any reason by providing the other party with [insert appropriate #of days] of termination. [or utilize a termination for cause provision after notice and opportunity to cure]

4.2 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall be been appropriated.

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the Expiration Date, the City shall pay Consultant for services actually rendered up to the effective date of termination and Consultant shall continue to provide the City with services requested by the City and in accordance with this Agreement up to the effective date of termination.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing. Consultant, for itself and its officers, agents and employees, further agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Consultant agrees to be bound by the City's Non-disclosure policy, which is attached hereto as **Exhibit "B"** and incorporated herein for all purposes. Consultant shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

6. RIGHT TO AUDIT.

Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the consultant involving transactions relating to this Contract at no additional cost to the City. Consultant agrees that the City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Consultant shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Consultant shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Consultant acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Consultant, its officers, agents, employees, servants, contractors and subcontractors. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Consultant.

8. LIABILITY AND INDEMNIFICATION.

CONSULTANT SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF CONSULTANT, ITS SUBCONTRACTORS, OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

CONSULTANT COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONSULTANT'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF CONSULTANT, ITS SUBCONTRACTORS, OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

CONSULTANT WARRANTS TO THE CITY THAT THE SOFTWARE WILL SUBSTANTIALLY COMPLY WITH THE SPECIFICATIONS AND PROJECT MASTER PLAN AS SET FORTH IN EXHIBIT A. CONSULTANT SHALL ALSO PROVIDE THE CITY WITH SUPPORT AND MAINTENANCE SERVICES FOR THE SOFTWARE AS SET FORTH IN EXHIBIT A. THE CITY SHALL HAVE THE OPTION TO RECEIVE ADDITIONAL TECHNICAL SUPPORT SERVICES AS

NECESSARY.

Consultant agrees to defend, settle, or pay, at its own cost and expense, any claim or action against the City for infringement of any patent, copyright, trade secret, or similar property right arising from City's use of the software in accordance with this agreement. Consultant shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim, and City agrees to cooperate with it in doing so. City agrees to give Consultant timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. If the software or any part thereof is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Consultant shall, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the software; or (b) modify the software to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the software; or (c) replace the software with equally suitable, compatible, and functionally equivalent non-infringing software at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Consultant, terminate this agreement and refund to City the payments actually made to Consultant under this agreement.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

10.1 Coverage and Limits

- (a) Commercial General Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate
- (b) Automobile Liability
\$1,000,000 Each accident on a combined single limit basis or
\$250,000 Property damage
\$500,000 Bodily injury per person per occurrence

Coverage shall be on any vehicle used by the Consultant, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned

- (c) Worker's Compensation

Statutory limits	
Employer's liability	
\$100,000	Each accident/occurrence
\$100,000	Disease - per each employee
\$500,000	Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee

- (d) Technology Liability (Errors & Omissions)
\$1,000,000 Each Claim Limit
\$1,000,000 Aggregate Limit

Technology coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, or a separate policy specific to Technology E&O. Either is acceptable if coverage meets all other requirements. Coverage shall be claims-made, and maintained for the duration of the contractual agreement and for two (2) years following completion of services provided. An annual certificate of insurance shall be submitted to the City to evidence coverage.

10.2 Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All policies shall be endorsed to name the City as an additional primary insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. A minimum of thirty (30) days notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the Risk Manager, City of Fort Worth, 1000 Throckmorton, Fort Worth, Texas 76102, with copies to the City Attorney at the same address.

11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

Consultant agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

12. NON-DISCRIMINATION COVENANT.

Consultant, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Consultant, its personal representatives, assigns, subcontractors or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

13. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To The CITY:
City of Fort Worth/IT Solutions
1000 Throckmorton
Fort Worth TX 76102-6311
Facsimile: (817) 392-8654

To CONSULTANT:

14. SOLICITATION OF EMPLOYEES.

Neither the City nor Consultant shall, during the term of this agreement and additionally a period of two years after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other during the term of this agreement, without the prior written consent of the person's employer.

15. GOVERNMENTAL POWERS.

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

16. NO WAIVER.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

17. CONSTRUCTION.

This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

18. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

19. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

20. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

20. REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

21. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

22. LIMITED ACCESS.

All new network connection requests between third parties and the City require that the parties agree to be bound by the City's third party connection policy. This agreement is attached hereto and incorporated as **Exhibit "C,"** and outlines the scope of access of all third parties, including Consultant and any subcontractors, to the City's network.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples this ____ day of _____, 200__.

CITY OF FORT WORTH:

[NAME OF VENDOR], INC.:

By: _____
Assistant City Manager

By: _____
[Name]

Date: _____

[Title]
Date: _____

ATTEST:

ATTEST:

By: _____
City Secretary

By: _____
[Name]
[Title]

APPROVED AS TO FORM AND LEGALITY:

By: _____
Assistant City Attorney

Contract Authorization: _____

Date Approved: _____

EXHIBIT A

**SCOPE OF SERVICES
PROJECT MASTER PLAN**

EXHIBIT B

NON DISCLOSURE AGREEMENT

EXHIBIT B

NON-DISCLOSURE AGREEMENT

This is an agreement between City of Fort Worth ("City") located at 1000 Throckmorton Street, Fort Worth, Texas, 76102, and [Name of Vendor], Inc., ("Recipient") with offices located at _____, collectively referred to as the "Parties."

Pursuant to the Professional Services Agreement entered into between the Parties, the City may disclose or Recipient may gain access to City information which may be sensitive, or of a technical or personal nature for business, tracking, or other purposes ("Confidential Information") which the City considers confidential. The City would not make such disclosures or grant such access without Recipient's agreement to maintain confidential treatment of such information. It is understood that confidential, sensitive, personal or technical confidential information provided by the City may be the property of City partners, City employees or officials, as well as of City, itself. Therefore, the parties agree as follows:

1. Recipient will not disclose or use any sensitive, personal, or technical confidential information from City designated orally or in writing as "Confidential" or "Sensitive" or in like words, or which Recipient should reasonably know is sensitive or confidential, without the prior written consent of City, and then only to the extent specified in such consent. Confidential Information may not be copied by Recipient. Recipient agrees to treat Confidential Information as it would its own Confidential Information and to disseminate it within its own organization and to its subcontractors only to the extent necessary for the purposes for which it has been provided and only to Recipient's employees or consultants who are bound to maintain its confidentiality.
2. Such restrictions on use or disclosure of Confidential Information described in Paragraph 1 do not extend to any information which (i) is publicly known at the time of its disclosure (ii) is lawfully received from a third party not bound in a confidential relationship to City (iii) is published or otherwise made known to the public by City (iv) is independently developed by Recipient or Subsidiary of the Recipient without using Confidential Information of City or (v) is required to be disclosed pursuant to a court order, duly authorized subpoena, or other governmental or legislative authority. In such cases, notice must be provided to City prior to such disclosure.
3. Upon request by City, Recipient shall return all information received, with a letter confirming that the Confidential Information has in no way been compromised, reproduced or copied and that all copies have been returned.
4. This agreement shall be binding on the parties and their successors and assigns, shall be governed by the laws of Texas, and shall remain effective with respect to any Confidential Information which is disclosed by City unless either party notifies the other that subsequent disclosures are not to be included within the terms of this agreement.
5. This agreement specifically prohibits the Recipient from granting any access to City-provided information to any third party, other than an approved subcontractor under the Professional Services and Software License Agreement. The Recipient is solely responsible to protect access to City-provided information against any third party while the information is in the Recipient's possession.
6. The Recipient shall not distribute any information in any form that was in all or partly derived from any City- provided information.
7. RECIPIENT SHALL BE LIABLE AND RESPONSIBLE FOR ALL DAMAGES THAT THE CITY INCURS DUE TO ANY BREACH OF THIS AGREEMENT CAUSED BY RECIPIENT, ITS OFFICERS, AGENTS, SERVANTS, SUBCONTRACTORS OR EMPLOYEES. THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, SHALL NOT BE LIABLE FOR ANY

DAMAGES THAT RECIPIENT MAY INCUR AS A RESULT OF THE CITY'S RESTRICTIONS TO OR DENIAL OF ACCESS TO INFORMATION ON ACCOUNT OF ANY BREACH OF THIS AGREEMENT BY RECIPIENT, ITS OFFICERS, AGENTS, SERVANTS, SUBCONTRACTORS OR EMPLOYEES, OR FOR ANY REASONABLE SECURITY MEASURES TAKEN BY THE CITY. RECIPIENT, AT RECIPIENT'S OWN COST OR EXPENSE, HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND/OR EMPLOYEES FROM AND AGAINST ANY CLAIM, LAWSUIT, DEMAND OR OTHER ACTION TO THE EXTENT THAT THE SAME ARISES FROM THE UNAUTHORIZED USE, DISTRIBUTION, DISCLOSURE, OR DISSEMINATION OF CITY CONFIDENTIAL INFORMATION AND CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S) OR INTENTIONAL MISCONDUCT OF RECIPIENT, ITS OFFICERS, AGENTS, SERVANTS, SUBCONTRACTORS OR EMPLOYEES.

EXHIBIT C
LIMITED ACCESS AGREEMENT

EXHIBIT C

LIMITED ACCESS AGREEMENT

- A. The City of Fort Worth (the "**City**") owns and operates a file server computer system and network (collectively the "**Network**"). [Name of Vendor], Inc. ("**Contractor**") wishes to have access to the City's network.
- B. Contractor wishes to perform activities as defined in the Professional Services and Software License Agreement and more specifically in Exhibit A, Project Master Plan, attached hereto.
- C. In order to perform the necessary duties, Contractor needs access to City's [insert system] in order to [insert explanation for access].
- D. The City is willing to grant Contractor access to the Network, subject to the terms and conditions set forth in this Agreement, and in the City's standard outside connections policy, ("Extranet Standard") attached as Exhibit "A-1" and hereby incorporated by reference and made a part of this Agreement for all purposes herein.

NOW, THEREFORE, the City and Contractor hereby agree as follows:

1. GRANT OF LIMITED ACCESS.

Contractor is hereby granted a limited right of access to the City's Network for the sole purpose of [insert explanation of services]. Contractor can only enter the Network via the City's computer system; therefore, the City will provide Contractor with a password and access number or numbers as necessary to perform Contractor's duties. Contractor shall receive one password and access number to be used by its officers, directors, employees, agents, representatives, and subcontractors, and shall only disseminate such password and access number(s) as necessary to those who are providing services to the City pursuant to the Professional Services and Software License Agreement.

2. NETWORK RESTRICTIONS.

2.1. Contractor may not share any passwords or access number or numbers provided by the City except with Contractor's officers, agents, servants or employees who work directly with this project.

2.2. Contractor may not access the Network for any purpose other than those set forth in Section B of this Agreement.

2.3. Contractor acknowledges, agrees and hereby gives its authorization to the City to monitor Contractor's use of the City's Network in order to ensure Contractor's compliance with this Agreement.

2.4. A breach by Contractor, its officers, agents, servants or employees, of this Agreement and any other written instructions or guidelines that the City provides to Contractor pursuant to this Agreement shall be grounds for the City immediately to deny Contractor access to the Network and Contractor's Data in addition to any other remedies that the City may have under this Agreement or at law or in equity.

2.5. The City may terminate this Agreement at any time and for any reason.

3. UNUATHORIZED ACCESS.

Contractor, for itself and its officers, agents, subcontractors and employees, agrees that it shall treat all information to which it is given access, or information that is provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Contractor shall only access City Information in a secure manner and shall not allow unauthorized users to view, access, modify, delete or otherwise corrupt City Information in any way. Contractor shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

EXHIBIT "A-1" TO LIMITED ACCESS AGREEMENT

EXTRANET STANDARD

Overview

The purpose of this standard is to establish the requirements under which third party organizations may connect to the City of Fort Worth networks for the purpose of transacting City business. The standards listed are specific activities required by Section 2.2 of the City of Fort Worth Information Security Policy.

Scope

Connections between third parties that require access to non-public City of Fort Worth resources fall under this standard, regardless of whether a telecommunications circuit (such as frame relay or ISDN) or Virtual Privacy Network (VPN) technology is used for the connection. Connectivity to third parties such as the Internet Service Providers (ISPs) that provide Internet access for the City of Fort Worth or to the Public Switched Telephone Network do not fall under this standard.

Standard

Security Review

All new extranet connectivity will go through a security review with the Information Security department (IT Solutions). The reviews are to ensure that all access matches the business requirements in a best possible way, and that the principle of least access is followed.

Third Party Connection Agreement

All new connection requests between third parties and the City of Fort Worth require that the third party and the City of Fort Worth representatives agree to and sign a third party agreement. This agreement must be signed by the Director of the sponsoring organization as well as a representative from the third party who is legally empowered to sign on behalf of the third party. The signed document is to be kept on file with IT Solutions. All documents pertaining to connections into the City of Fort Worth labs are to be kept on file with IT Solutions.

Business Case

All production extranet connections must be accompanied by a valid business justification, in writing, that is approved by a project manager in IT Solutions. Lab connections must be approved by IT Solutions. Typically this function is handled as part of a third party agreement.

The sponsoring organization must designate a person to be the Point of Contact (POC) for the Extranet connection. The POC acts on behalf of the sponsoring organization, and is responsible for those portions of this policy and the third party agreement that pertain to it. In the event that the POC changes, IT Solutions must be informed promptly.

Establishing Connectivity

Sponsoring organizations within the City of Fort Worth that wish to establish connectivity to a third party are to file a new site request with IT Solutions to address security issues inherent in the project. If the proposed connection is to terminate within a lab at the City of Fort Worth, the sponsoring organization must engage IT Solutions. The sponsoring organization must provide full and complete information as to the nature of the proposed access to the extranet group and IT Solutions, as requested.

All connectivity established must be based on the least-access principle, in accordance with the approved business requirements and the security review. In no case will the City of Fort Worth rely upon the third party to protect the City of Fort Worth's network or resources.

Modifying or Changing Connectivity and Access

All changes in access must be accompanied by a valid business justification, and are subject to security review. Changes are to be implemented via corporate change management process. The sponsoring organization is responsible for notifying IT Solutions when there is a material change in their originally provided information so that security and connectivity evolve accordingly.

Terminating Access

When access is no longer required, the sponsoring organization within the City of Fort Worth must notify IT Solutions, which will then terminate the access. This may mean a modification of existing permissions up to terminating the circuit, as appropriate. IT Solutions must conduct an audit of their respective connections on an annual basis to ensure that all existing connections are still needed, and that the access provided meets the needs of the connection. Connections that are found to be deprecated, and/or are no longer being used to conduct the City of Fort Worth business, will be terminated immediately. Should a security incident or a finding that a circuit has been deprecated and is no longer being used to conduct the City of Fort Worth business necessitate a modification of existing permissions, or termination of connectivity, IT Solutions will notify the POC or the sponsoring organization of the change prior to taking any action.

Definitions

Circuit	For the purposes of this policy, circuit refers to the method of network access, whether it's through traditional ISDN, Frame Relay etc. or via VPN encryption technologies.
Sponsoring Organization	The City of Fort Worth organization that requested that the third party have access to the City of Fort Worth network.
Third Party	A business that is not a formal or subsidiary part of the City of Fort Worth.

**ATTACHMENT B
EXAMPLE
PERFORMANCE BOND**

**THE STATE OF TEXAS §
 §
COUNTY OF _____ §**

KNOW ALL BY THESE PRESENTS

That we, (1) _____, as
Principal herein, and (2) _____, a
corporation organized under the laws of the State of (3) _____, and who is authorized to issue
surety bonds in the State of Texas, Surety herein, are held and firmly bound unto the City of Fort Worth, a
municipal corporation located in Tarrant and Denton Counties, Texas, Obligee herein, in the sum of _____
_____ Dollars (\$_____
_____) for the payment of which sum we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract with the Obligee dated the _____
day of _____, 20____, a copy of which is attached hereto and made a part hereof for all
purposes, for the construction of _____

_____.

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully
perform the work in accordance with the plans, specifications, and contract documents and shall fully
indemnify and hold harmless the Obligee from all costs and damages which Obligee may suffer by
reason of Principal's default, and reimburse and repay Obligee for all outlay and expense that Obligee
may incur in making good such default, then this obligation shall be void; otherwise, to remain in full force
and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas
Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the
provisions of such statute, to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety
have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20____.

ATTEST:

(Principal) Secretary

(S E A L)

Witness as to Principal

PRINCIPAL

By: _____

Name: _____

Title: _____

Address: _____

SURETY

ATTEST:

By: _____

Secretary

Name: _____
Attorney in Fact

(S E A L)

Address: _____

Witness as to Surety

Telephone Number: _____

NOTE:

- (1) Correct name of Principal (Design-Builder).
- (2) Correct name of Surety.
- (3) State of incorporation of Surety

Telephone number of surety must be stated. In addition, an original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

The date of bond shall not be prior to date of Contract.