

CITY OF FORT WORTH

PURCHASING DIVISION

Request For Proposals (RFP)

Crime Mapping/Crime Research Solution

Reference RFP No. 07-0006

PROPOSAL SUBMISSION DEADLINE:

******* THURSDAY, FEBRUARY 15, 2007 AT 1:30PM CENTRAL STANDARD TIME *******

NO LATE PROPOSALS WILL BE ACCEPTED

<u>PROPOSALS SHALL BE DELIVERED TO:</u>	<u>PROPOSALS SHALL BE MAILED TO:</u>
THE CITY OF FORT WORTH PURCHASING DIVISION LOWER LEVEL 1000 THROCKMORTON STREET FORT WORTH, TEXAS 76102	THE CITY OF FORT WORTH PURCHASING DIVISION PURCHASING DIVISION 1000 THROCKMORTON FORT WORTH, TEXAS 76102
FOR ADDITIONAL INFORMATION CONCERNING THIS RFP PLEASE CONTACT: DON MCKINNON, SENIOR BUYER PH. 817-392-7648, FAX 817-392-8440 E-MAIL: DON.MCKINNON@FORTWORTHGOV.ORG ***** <u>PRE-PROPOSAL CONFERENCE</u>	NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSAL: _____ _____ Contact Person: _____ Phone: () _____ Fax: () _____ Signature: _____ Printed Name: _____ E-Mail: _____ -

Jack Dale, Purchasing Manager

TABLE OF CONTENTS

SECTION I - INTRODUCTION	Page 4
SECTION II – PROPOSAL SUBMISSION REQUIREMENTS	Page 4
1.0 Submission of Proposal	Page 4
2.0 Delivery of Proposals	Page 4
3.0 Public Opening	Page 5
4.0 Proprietary Information	Page 5
5.0 Completion of Proposal	Page 6
6.0 Explanations	Page 6
7.0 Addenda	Page 6
8.0 Withdrawal of Proposal	Page 6
9.0 Award of Contract	Page 6
10.0 Period of Acceptance	Page 6
11.0 Tax Exemption	Page 6
12.0 Cost Incurred in Responding	Page 7
13.0 Contract Incorporation	Page 7
14.0 Non-Endorsement	Page 7
15.0 Response Format and Organization	Page 7
16.0 Competitive Selection	Page 9
17.0 Proposal Evaluation Factors	Page 9
18.0 Minority Women Owned Business Enterprise Policy	Page 10
19.0 Modifications	Page 11
20.0 Proposal Acceptance Period	Page 10
21.0 Negotiations	Page 10
22.0 Disqualification of Vendors	Page 10
SECTION III- PURPOSE OF THIS REQUEST FOR PROPOSALS	Page 11
SECTION IV - SCOPE OF PROCUREMENT	Page 131
SECTION V – SPECIFICATIONS	Page 12
1.0 Hardware	Page 12
2.0 Maintenance	Page 12
3.0 Warranty	Page 12
4.0 Documentation	Page 13
5.0 User Training	Page 13
SECTION VI - STANDARD TERMS AND CONDITIONS	Page 14
1.0 Prohibition Against Personal Interest in Contracts	Page 14
2.0 Seller to Package Goods	Page 14
3.0 Shipment under Reservation Prohibited	Page 14
4.0 Title and Risk of Loss	Page 15
5.0 Delivery Terms and Transportation Charges	Page 15
6.0 Place of Delivery	Page 15

7.0	Right of Inspection	Page 15
8.0	Invoices	Page 15
9.0	Warranty - Price	Page 15
10.0	Product Warranty	Page 16
11.0	Safety Warranty	Page 16
12.0	No Warranty by the City against Infringements of Patents Copyrights or Trade secrets	Page 16
13.0	Proprietary Rights Indemnification	Page 17
14.0	Cancellation	Page 17
15.0	Termination	Page 17
16.0	Assignment - Delegation	Page 17
17.0	Waiver	Page 17
18.0	Modifications	Page 18
19.0	Interpretation and Parol Evidence	Page 18
20.0	Applicable Law	Page 18
21.0	Independent Contractor	Page 18
22.0	Indemnification	Page 18
23.0	Insurance	Page 19
24.0	Additional Insurance Requirements	Page 19
25.0	Severability	Page 20
26.0	Fiscal Funding Limitation	Page 20
27.0	Notices to Parties	Page 21
28.0	Definition of Buyer	Page 21
29.0	Non Discrimination	Page 21
30.0	Right to Audit	Page 21
31.0	Disability	Page 21
32.0	Orders	Page 22
	Section A – RFP Submittal Certifications	Page 23
	Section B – Authorized Representative Certification	Page 24
	Section C – Vendor Questionnaire	Page 25
	Section D – Vendor Qualifications	Page 26
	Section E – References	Page 28
	Appendix “A” – Crime Mapping/Crime Research Solution Specific Requirements	Page 30
	1.0 System Review Matrix	Page 32

SECTION I. – INTRODUCTION

This Request for Proposal (RFP) is to develop a crime mapping and crime research application (CM/CR) for law enforcement and the public. The City of Fort Worth is seeking proposals to provide an Internet/Intranet based solution for law enforcement personnel with crime mapping and crime research/crime analysis capabilities, while providing the public with internet access to searchable crime statistical data and crime mapping. This application must interface with an Oracle 9i database. See Appendix A for specific requirements. The City of Fort Worth will select a maximum of three (3) of the best-qualified firms who will then submit their proposed products for testing and evaluation. In addition these firms shall submit full documentation (maintenance manuals, service manuals, installation manuals, training manuals and operating instructions etc), to be utilized during the product evaluations.

SECTION II. – PROPOSAL SUBMISSION REQUIREMENTS

1.0 Submission of Proposal

1.1 Vendors must be officially registered with the City of Fort Worth.

1.2 One (1) original and seven (7) copies of all proposal documents shall be submitted in a sealed package or container. Project Name (Crime Mapping/Crime Research Solution) and Vendor's name and address shall be marked on the outside of the package or container. To ensure acceptance of the proposal, the RFP reference number and the published opening date and time shall also be clearly shown on the lower left corner of the sealed package or container. Facsimile transmittals or offers communicated by telephone will not be accepted or considered. Proposals that are not submitted in a sealed package or container will not be considered.

1.3 Proposals may be mailed or delivered in person to:

**City of Fort Worth
Municipal Office Building/City Hall
Purchasing Division (Southwest Corner of Lower Level)
1000 Throckmorton Street
Fort Worth, Texas 76102**

2.0 Delivery of Proposals

Proposals must be received in the Purchasing Division no later than the time indicated on the cover sheet of this solicitation or subsequent addendum. The Vendor is responsible for the means of delivering the proposal documents to the location listed in **paragraph 1.3** (above) on time. Delays due to any instrumentality used to transmit the proposal including delay occasioned by the vendor or the City of Fort Worth's internal mailing system will be the responsibility of the Vendor.

The proposal must be completed and delivered in sufficient time to avoid disqualification for 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. Late proposals will not be accepted under any circumstances.

3.0 Public Opening

3.1 Proposals will be opened and publicly acknowledged at the following location, at 2:00 p.m. following the 1:30 p.m. due date. Location:

**City of Fort Worth
Municipal Office Building/City Hall
City Council Chambers, 2nd Floor
1000 Throckmorton Street
Fort Worth, Texas 76102**

3.2 Vendors, their representatives and interested persons may be present. Only the Vendor's name shall be acknowledged so as to avoid disclosure of the contents to competing offerors and to keep offers confidential.

3.3 The City will not release submission of information relative to this RFP during the Proposal evaluation process or prior to contract award.

3.4 After the contract is awarded, all proposals will be open for public inspection, to the extent permitted by law.

4.0 Proprietary Information

4.1 If a Vendor does not desire proprietary information in the proposal to be disclosed, they are required to identify all proprietary information in the proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Vendor fails to identify proprietary information, it agrees that by submission of its proposal that those sections shall be deemed non-proprietary and made available upon public request.

4.2 The confidentiality of proposals will be protected by the City to the extent permitted by law. After award of a contract, all proposals become a matter of public record under Chapter 552 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.

4.3 In the event a request for proprietary information is made, the City will notify the Vendor, who may then request an opinion from the Attorney General of the state of Texas pursuant to Section 552.305 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 the City of Fort Worth. 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 552 or other applicable law or judicial order.

5.0 Completion of Proposal

Statements made by a Vendor shall be, at all times, without ambiguity and with adequate elaboration for clear understanding.

6.0 Explanations

Any explanation, clarification, or interpretation desired by a Vendor regarding any part of this RFP must be requested in writing from the Purchasing Division at least seven (7) days prior to published submission deadline, as referenced on the cover of the RFP or addenda. Interpretations, corrections or changes to the RFP made in any other manner are not binding upon the City, and Vendors shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding. Requests for explanations or clarifications may be emailed to don.mckinnon@fortworthgov.org, Sr. Buyer in Purchasing. The email must clearly identify the RFP Title, Number and the Buyer's name.

7.0 Addenda

Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the City of Fort Worth Purchasing Division. Addenda will be mailed to all Vendors who are known to have received a copy of this RFP. Vendors are responsible for determining if addenda have been issued.

8.0 Withdrawal of Proposal

A Vendor's proposal may be withdrawn by a duly authorized representative of the Vendor at any time prior to the proposal submission deadline, upon presentation of acceptable identification as such a representative of such Vendor.

9.0 Award of Contract

The City of Fort Worth reserves the right to accept or reject any and all proposals and to re-solicit for proposals, as it shall deem to be in the best interests of the City of Fort Worth. Receipt of any proposal shall under no circumstances obligate the City of Fort Worth to accept the lowest cost proposal.

The award of this contract shall be made to the responsible Vendor whose proposal is determined to be the best evaluated offer, taking into consideration demonstrated competence and qualifications to perform the service solicited in the RFP. Any reference to the word "bid" contained in this RFP shall mean "proposal".

10.0 Period of Acceptance

Vendor acknowledges that by submitting the proposal contained herein, Vendor makes an offer, which, if accepted in whole or part by the City of Fort Worth, constitutes a valid and binding contract as to any and all items accepted in writing by the City of Fort Worth. The period of acceptance of this proposal is one hundred twenty (120) calendar days from the date of opening, unless the Vendor notes a different period.

11.0 Tax Exemption

The City of Fort Worth is exempt from Federal Excise and State Sales Tax for equipment or material incorporated into the Project; therefore, tax must not be included in this proposal for these items.

12.0 Cost Incurred in Responding

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal, which may be required by the City, shall be the sole responsibility of and shall be borne by Vendor(s).

13.0 Contract Incorporation

Vendors should be aware that the contents of the successful proposal will become a part of the subsequent contractual documents. Failure of a Vendor to accept this obligation may result in the cancellation of any award. Any damages occurring to the City as a result of the Vendor's failure to contract may be recovered from the Vendor.

14.0 Non-Endorsement

If a proposal is accepted, the awardee shall not issue any news releases or other statements pertaining to the award or servicing of the agreement, which state or imply the City of Fort Worth's endorsement of awardee's services.

15.0 Response Format and Organization

This section outlines the general conditions under which the proposal shall be made as well as instructions on how to prepare and submit the offering to the City. The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:

- a. Table of Contents
- b. Executive Summary
- c. Completed Response Form
- d. Response to Provisions of Section II
- e. Response to Provisions of Section III
- f. Response to Provisions of Section IV
- g. Response to Provisions of Section V
- h. Response to Provisions of Section VI

Failure to provide your response in the format indicated, or without the required information, will result in the immediate rejection of your proposal. Vendors should actually describe how the item is met. Statements such as "understand and will comply" are not acceptable without supporting explanation and may be grounds for rejection of the entire proposal.

15.1 Response to General Qualifications

All Vendors must meet the following General Qualifications. The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated. Failure to provide your response in the format indicated or without the required information will result in the immediate rejection of your proposal.

15.2 Organization

State organization's full name and address and identify parent company if the organization is a subsidiary. Specify the branch office or other subordinate element that will perform, or assist in performing, work herein. Indicate whether the organization operates as a partnership, corporation or individual. Include the state in which Vendor is incorporated or licensed to operate.

15.4 Prior Experience

List of Similar or Comparable Projects (list projects in reverse chronological order beginning with the most recent and include project description, project initial budget, initial project cost, project completed cost and duration of the project). Full contact details to be provided.

Vendors must provide five (5) business references. Reference identification shall include entity name, address, and telephone number, contact person's name and a brief synopsis of Vendors product and/or service relationship. Two of these references should be from other municipal government organizations of a similar size for which the Vendor also provides similar installation or maintenance support services.

The City may, at any time, investigate a Vendor's ability to perform the work. The City may ask for additional information about a company and its work on previous contracts.

Please be aware that the City may use sources of information not supplied by the Vendor concerning the abilities to perform this work.

Such sources may include, for instance, current or past customers of the organization; current or past suppliers; articles from data processing, communications and related publications; articles from other published sources such as industry newsletters or from non-published sources made available to the City.

15.5 Response to Specifications

- 15.5.1 Documentation of reliability and performance of the proposed CM/CR product.
- 15.5.2 Hardware Requirements. Complete explanation and description of required hardware configuration to support the proposed CMS product.
- 15.5.3 Warranty details.
- 15.5.4 Detailed description of proposed CM/CR product including specification sheets, brochures, etc.
- 15.5.5 Ability to meet schedules and commit resources based on the Vendor's current and projected workload.
- 15.5.6 Understanding of project scope and capability to perform required services.
- 15.5.7 Professional qualifications of key personnel.
- 15.5.8 Resumes of key personnel
- 15.5.9 Team Composition / Responsibilities (Organizational Chart)

15.5.10 Pricing details the proposal (e.g. structured per seat, per system or necessary custom coding).

15.6 Financial information

Must submit a current Financial Statement, prepared and certified by a Texas licensed CPA.

15.7 Authorized Negotiator

Include the name, address and telephone number of the person in the organization authorized to negotiate contract terms and render binding decisions on contractual matters.

15.8 Central Point of Contact

Vendor must provide a central point of contact to establish service, purchase hardware, resolve issues and end service. Please describe your company's ability to address customer service. A local representative(s) is required.

16.0 Competitive Selection

This procurement will comply with applicable the City of Fort Worth policies. The City on the basis of evaluation criteria will select the successful Vendor. Award of a contract may be made without discussion with Vendors after proposals are received; therefore, proposals should be submitted on the most favorable terms.

17.0 Proposal Evaluation Factors

An Evaluation and Selection Committee will be established to evaluate the proposals and select a qualified vendor. The Evaluation and Selection Committee will determine the responsiveness and acceptability of each proposal. The Selection Committee may request additional information from Vendors. Following their review of Proposals, the Selection Committee will select a maximum of three of the best-qualified firms who will then submit their proposed CM/CR products for testing and evaluation.

Proposals will be evaluated on the basis of the following factors:

Technical (Responses to Section A)	50%
Price	30%
Warranty	10%
Training	5%
MWBE	5%

18.0 Minority Women Owned Business Enterprise Policy

It is the policy of the City of Fort Worth to ensure the full and equitable participation by Minority and Women Business Enterprise (M/WBE) firms in the procurement of professional services with a fee of \$25,000 or more. A 20 % participation goal has been established for this project.

All vendors will be required to submit information concerning the M/WBE (s) that will participate in the contract to meet the 20 % goal. The information 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. If the vendor fails to meet the stated goal, then the vendor must submit detailed documentation of good and honest efforts to achieve the goal.

The M/WBE(s) must be located or doing business in the City's geographic market area which includes the following nine (9) counties: Tarrant, Parker, Johnson, Collin, Dallas, Denton, Ellis, Kaufman and Rockwall. The M/WBE firm(s) must 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.

M/WBE compliance will be part of the final weighted selection criteria. Failure to submit the information required above will render the proposal non-responsive.

19.0 Modifications

This RFP can be modified only by the City of Fort Worth. The Vendors will be notified in writing of any changes. This RFP can be rescinded at any time by the City of Fort Worth.

20.0 Proposal Acceptance Period

All proposals must include a statement specifying that they are valid for a minimum period of one hundred twenty (120) days subsequent to the RFP closing date.

21.0 Negotiations

The City reserves the right to negotiate all elements that comprise the Vendor's proposal to ensure that the best possible consideration be afforded to all concerned.

The City reserves the right to reject any and all proposals and to re-solicit for proposals.

22.0 Disqualifications of Vendors

Vendors may be disqualified for any of the following reasons:

- 22.1 Reason to believe collusion exists among the Vendors;
- 22.2 The Vendor is involved in any litigation against the City;
- 22.3 The Vendor is in arrears on an existing contract or has defaulted on a previous contract with the City;
- 22.4 Lack of financial stability;
- 22.5 Failure to perform under previous or present contracts with the City;
- 22.6 Is currently debarred by the State of Texas Building and Procurement Commission

SECTION III. - PURPOSE OF THIS REQUEST FOR PROPOSALS

The City of Fort Worth (the City) issues this Request for Proposal for the acquisition of a Crime Mapping/Crime Research solution to provide an Internet/Intranet based solution for to provide law enforcement personnel with crime mapping and crime research capabilities, while providing the public with internet access to searchable crime statistical data and mapping capabilities, interfacing with an Oracle 9i database. Specific requirements are specified in Appendix A attached hereto. The purpose of this Request for Proposal (RFP) is to select a qualified vendor who will supply these requirements to the City of Fort Worth.

SECTION IV - SCOPE OF PROCUREMENT

The City has determined that this is a "high technology procurement" within the meaning of Chapter 252, Texas Local Government Code V.T.C.A. This statute, as amended effective August 1985, provides for acquiring certain equipment, goods, or services of a highly technical nature through competitive sealed proposals.

Other statutes, regulations and guidelines may apply to the system and still others may affect the way vendors choose to conduct business. Vendor should be familiar with all the legal requirements (as well as technical requirements) to provide this system.

Proposal pricing and best and final offer must be adequate to cover all expenses related to compliance with all applicable requirements of this specification. Any related costs, direct or indirect, must be clearly identified in the proposal. Unless otherwise indicated, the City of Fort Worth requires the vendor to pay all related costs. All Vendors must be able to legally conduct business in the State of Texas.

The goal of this procurement is to establish a Price Schedule for a Crime Mapping/Crime Research solution (components and services) from qualified Vendors. This schedule should include any maintenance, based upon this annual agreement with options to renew for 3 one-year terms at the same terms and conditions.

This procurement will be awarded to only one vendor; this is not a multiple source award.

SECTION V – SPECIFICATIONS

Vendors must acknowledge their ability to meet all specifications in this RFP by signing on the response form. Exceptions can be stated on the same form. Also where applicable, by filling in pricing information on attached forms.

All responses to the Appendix A will be treated as confidential and proprietary during and after the RFP evaluation process.

1.0 Hardware

The vendor will identify all equipment required by their systems to assure proper operation and recommendations for expanded capability in the future. List recommended equipment and system hardware components (i.e. CPU, peripherals, etc.) required.

2.0 Maintenance

Based on the proposed Crime Mapping/Crime Research solution, explain how you will support the City of Fort Worth. The vendor is expected to support all software and services required by the proposed solution via a toll free number staffed and available during normal business hours during periods covered by both the initial warranty and any service agreement.

2.1 The Vendor should describe his/her companies' commitment to customer service and provide examples of how that standard is maintained and enhanced by their employees on a daily basis. The narrative should address: Escalation Procedures and the use of standard troubleshooting techniques. The Vendor shall also list a single point of contact.

2.2 Describe your standard maintenance.

2.3 Is a separate maintenance contract for on going support required? If so provide an example.

2.4 New software releases shall be included on going maintenance contract.

2.5 Is an extra license required to operate a redundant server for fail over situations?

2.6 Provide example of license agreement.

3.0 Warranty

The vendor shall provide a comprehensive warranty for all application system solution software and services for a period of at least one (1) year following the date of final delivery and acceptance.

3.1 The vendor shall warrant that all provided solution components will perform in substantial conformance to the product specifications, contract terms and industry standards.

- 3.2 The vendor shall warrant that the medium on which all application software is provided is free from defects.
- 3.3 The vendor shall warrant that all software and services are of current design, release and professional knowledge at the time of implementation.
- 3.4 The vendor shall warrant that it holds sufficient licensing rights and/or title to any application software for which it grants licenses.

4.0 Documentation

- 4.1 The vendor shall provide comprehensive user documentation available for each application.
- 4.2 The vendor shall provide comprehensive system documentation available for each application?
- 4.3 The vendor shall provide any documentation revisions? (How often and what method?)
- 4.4 The vendor shall provide updated documentation manuals with enhancements or new releases?
- 4.5 The vendor shall provide system documentation including flow charts, overview and database file layouts?
- 4.6 The vendor shall provide current user manual for the system being proposed with your proposal.

5.0 User Training

- 5.1 Describe your education/training offerings at the following levels:
 - 5.1.1 Management Overview
 - 5.1.2 User Education
 - 5.1.3 Technical/Support Education
 - 5.1.4 Other
- 5.2 Vendor shall provide computer based training on the proposed software.
- 5.3 Vendor shall provide on-site training cost and at their location cost.
- 5.4 Vendor shall list the limit on the number of students.
- 5.5 Vendor shall list the time requirements for the training.
- 5.6 List any charges associated with the training.

- 5.7 Vendor shall provide a list of the training courses that are provide for the applications software proposed in this RFP response.
- 5.8 Vendor shall submit a copy of the most recent training schedule.

SECTION VI - STANDARD PURCHASE TERMS AND CONDITIONS

Upon award of contract, the Proposer will be required to execute an agreement or purchase order with standard terms specifying the duties and obligations of the vendor and the City as it relates to the services to be performed. This agreement, may include, but not be limited to, the following or similar terms to express the understanding between both parties. In addition, the proposal and any responses may also be incorporated into and become a part of the agreement upon execution. This Section is as example of the standard terms and conditions which may be required by the City.

1.0 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found guilty thereof shall thereby forfeit his office or position.

Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract involved by the City Manager or the City Council. (Chapter XXVII, Section 16, City of Fort Worth Charter)

2.0 SELLER TO PACKAGE GOODS

Seller will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

3.0 SHIPMENT UNDER RESERVATION PROHIBITED

Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

4.0 TITLE AND RISK OF LOSS

The title and risk of loss of the goods shall not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery after inspection and acceptance of the goods.

5.0 DELIVERY TERMS AND TRANSPORTATION CHARGES

F.O.B. Destination and Freight Prepaid unless delivery terms are specified otherwise in Seller's bid; the City agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided the City shall have the right to designate what method of transportation shall be used to ship the goods.

5.0 PLACE OF DELIVERY

The place of delivery shall be the set forth in the block of the purchase order or purchase change order entitled "Ship to."

7.0 RIGHT OF INSPECTION

The City shall have the right to inspect the goods upon deliver before accepting them. Seller shall be responsible for all charges for the return to Seller of any goods rejected as being nonconforming under the specifications.

8.0 INVOICES

- 8.1. Seller shall submit separate invoices in duplicate, on each purchase order or purchase change order after each deliver. Invoices shall indicate the purchase order or purchase change order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, should be attached to the invoice. Mail to: The City of Forth Worth, Department and address as set forth in the block of the purchase order or purchase change order entitled "Ship to." Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods.
- 8.2 Do not include Federal Excise, State or the City Sales Tax. The City shall furnish a tax exemption certificate.

9.0 WARRANTY - PRICE

- 9.1 The price to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to Seller's current prices on orders by others, or in

the alternative upon the City's option, the City shall have the right to cancel this contract without liability to Seller for breach or for Seller's actual expense.

- 9.2 Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting bona fide employees of bona fide established commercial or selling agency is maintained by Seller for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other right or rights arising pursuant to said purchase(s), to cancel this contract without liability and to deduct from the contract price such commission percentage, brokerage or contingent fee, or otherwise to recover the full amount thereof.

10.0 PRODUCT WARRANTY

Seller shall not limit or exclude any express or implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Seller warrants that the goods furnished will conform to the City's specifications, drawings, and descriptions listed in the bid invitation, and the sample(s) furnished by Seller, if any. In the event of a conflict between the City's specifications, drawings and descriptions, the City's specifications shall govern.

11.0 SAFETY WARRANTY

Seller warrants that the product sold to the City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended in the event the product does not conform to OSHA standards, the City may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by the City will be at Seller's expense. Where no correction is or can be made Seller shall refund all monies received for such goods within thirty (30) days after request is made therefore and confirmed in writing: failure to do so shall constitute breach and cause this contract to terminate immediately.

12.0 NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS OF PATENTS, COPYRIGHTS OR TRADE SECRETS

As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the City's specifications attached to the City's invitation to bid will give rise to the rightful claim of any third person by way of infringement or the like the City makes no warranty that the production of goods according to the City's specification will not give rise to such a claim and in no event shall the City be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like, if Seller is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two (2) weeks after the award of this bid, if the City does not receive notice and is subsequently held liable for infringement of the like, Seller will indemnify for all full dollar amount thereof.

If Seller in good faith ascertains with two (2) weeks after the award of this bid that production of the goods in accordance with the City's specification will result in infringement or the like this contract shall be null and void except that the City will pay Seller the reasonable cost of his search as to infringement.

13.0 PROPRIETARY RIGHTS INDEMNIFICATION

Seller warrants that the goods do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against the City as licensee to the extent that it is based on a claim that goods used within the scope of the license hereunder infringe a United States patent, copyright or trade secret, and Seller will pay any costs and damages finally awarded against the City or the City as Licensee in such action which are attributable to such claim. Should the products become, or in seller's opinion be likely to become, the subject of any claim of infringement. Seller shall procure for the City as Licensee the right to continue using the goods, replace or modify them to make them non-infringing, or discontinue the license of them.

14.0 CANCELLATION

The City shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of seller, or if seller files for bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies that the City may have in law or equity.

15.0 TERMINATION

The performance of work under this order may be terminated in whole or in part by the City, with or without cause, at any time upon the delivery to Seller of a written "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of the City as set forth in clause 14, herein.

16.0 ASSIGNMENT – DELEGATION

No right, interest or obligation of Seller under this contract shall be assigned or delegated without the written agreement of the City. Any attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

17.0 WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration in writing and is signed by the aggrieved party.

18.0 MODIFICATIONS

This contract can be modified or rescinded only by a written agreement signed by both parties.

19.0 INTERPRETATION AND PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this agreement. Acceptance of or acquiescence in a course of performance under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code shall control.

20.0 APPLICABLE LAW

This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted and amended in the State of Texas. Both parties agree that venue for any litigation arising from this contract shall be exclusively in Fort Worth, Tarrant County, Texas. This contract shall be governed construed and enforced by the laws of the State of Texas.

21.0 INDEPENDENT CONTRACTOR

Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and sub-contractors. The doctrine of respondent superior shall not apply as between the City and Seller, its officers, agents, employees, contractors and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between the City and Seller, its officers, agents, employees, contractors and subcontractors.

22.0 INDEMNIFICATION

Seller covenants and agrees to, and does hereby, indemnify and hold harmless and defend the City, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to any and all persons or property, whether real or asserted, arising out of or in connection with any negligent act or omission on the part of the seller, its officers, agents, servants, employees or subcontractors, and Seller does hereby assume all liability and responsibility for injuries, claims or suits for damages to persons or property, of whatsoever kind or character, whether real or

asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors.

23.0 INSURANCE

Insurance coverages required herein are intended to respond to occurrences which may arise from services and or goods related to this agreement.

23.1 Statutory worker's compensation insurance and employer's liability insurance at the following limits:

- 23.1.1 \$100,000.00 each accident
- 23.1.2 \$500,000.00 disease – policy limit
- 23.1.3 \$100,000.00 disease – each employee

23.2 Commercial General Liability insurance shall be provided as follows:

- 23.2.1 \$500,000.00 each occurrence
- 23.2.2 \$1,000,000.00 annual aggregate

23.3 Auto liability insurance shall be provided as follows:

- 23.3.1 \$250,000.00 bodily injury per person each accident.
- 23.3.2 \$500,000.00 bodily injury each accident.
- 23.3.3 \$100,000.00 property damage, or
- 23.3.4 \$500,000.00 combined single limit each accident.

The vendor shall furnish the City of Fort Worth Purchasing Manager, with a certificate of insurance documenting the required insurance prior to the commencement of services. Policies shall be endorsed to provide the City of Fort Worth, with a thirty (30) day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the City of Fort Worth as an additional insured, as its interests may appear (ATIMA).

24.0 ADDITIONAL INSURANCE REQUIREMENTS

24.1 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.

24.2 Certificates of insurance shall be delivered to the Purchasing Division of the City of Fort Worth, 1000 Throckmorton Street, Fort Worth, TX 76102, prior to a purchase order being issued.

24.3 Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein. Each insurance policy shall be endorsed to provide the the City a minimum thirty days notice of cancellation, non-renewal, and/or material change in policy terms or coverage. Ten days notice shall be

acceptable in the event of non-payment of premium.

- 24.4 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.
- 24.5 Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the City.
- 24.6 Other than worker's compensation insurance, in lieu of traditional insurance, the 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.
- 24.7 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.
- 24.8 The City shall not be responsible for the direct payment of insurance premium costs for Vendor's insurance.
- 24.9 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 the City shall not be called upon to contribute to loss recovery.
- 24.10 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.
- 24.11 Vendor's liability shall not be limited to the specified amounts of insurance required herein.

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

25.0 SEVERABILITY

In case any one or more of the provisions contained in this agreement shall for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

26.0 FISCAL FUNDING LIMITATION

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this contract, then the City 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 the City 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.

27.0 NOTICES TO PARTIES

Notices addressed to the City pursuant to the provisions hereof shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Manager, City of Fort Worth, 1000 Throckmorton, Fort Worth, Texas 76102, and notice to Seller shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Seller in its response to the City's invitation to bid.

28.0 DEFINITION OF THE CITY

The City of Fort Worth, its officers, agents, servants, employees, contractors and subcontractors who act on behalf of various City departments, bodies or agencies.

29.0 NON DISCRIMINATION

This contract is made and entered into with reference specifically to Chapter 17, Article III, Division 3 ("Employment Practices"), of the City Code of the City of Fort Worth (1986), as amended, and Seller hereby covenants and agrees that Seller, its employees, officers, agents, contractors or subcontractors, have fully complied with all provisions of same and that no employee, participant, applicant, contractor or subcontractor has been discriminated against according to the terms of such Ordinance by Seller, its employees, officers, agents, contractor or subcontractors herein.

30.0 RIGHT TO AUDIT

Vendor agrees that the City shall, until the expiration of three (3) years after final payment under this Purchase Order, have access to and the right to examine any directly pertinent books, documents, papers and records of the Vendor involving transactions relating to this Purchase Order. Vendor agrees that the City shall have access, during normal working hours, to all necessary Vendor 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 Vendor reasonable advance notice of intended audits.

31.0 DISABILITY

In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), contractor/Seller warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor/Seller or any of its subcontractors. Contractor/Seller warrants it will fully comply with ADA's provisions and any other applicable federal, state

and local laws concerning disability and will defend, indemnify and hold the City harmless against any claims or allegations asserted by third parties or subcontractors against the City arising out of Contractor's/Seller's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

32.0 ORDERS

IMPORTANT! NO THE CITY EMPLOYEE IS AUTHORIZED TO PLACE AN ORDER FOR GOODS AND SERVICES WITHOUT AN APPROVED PURCHASE ORDER. THE ONLY EXCEPTIONS ARE PURCHASING CARD ORDERS AND BONAFIDE EMERGENCIES. IN EMERGENCIES, THE PURCHASING DIVISION WILL PLACE SUCH AN ORDER.

ACCEPTANCE AND DELIVERY ON THE PART OF THE VENDOR WITHOUT AN APPROVED PURCHASE ORDER MAY RESULT IN REJECTION OF DELIVERY, RETURN OF GOODS AT THE VENDOR'S COST AND NON-PAYMENT. PLEASE ENSURE ALL EMPLOYEES ARE AWARE OF THIS CITY OF FORT WORTH POLICY.

City of Fort Worth

RFP Response Form

Section A

RFP Submittal Certifications

Company Name: _____

Please initial by each statement below signifying your understanding and ability to provide the service stated based upon the information supplied in the RFP.

- 1. Vendor understands and has responded to Section I information**

- 2. Vendor understands and has responded to all Section II requirements**

- 3. Vendor understands and has responded to all Section III requirements**

- 4. Vendor understands and has responded to all Section IV requirements**

- 5. Vendor understands and has responded to all Section V requirements**

- 6. Vendor understands and has responded to all Section VI requirements**

Authorized Representative Name (Print): _____

Authorized Representative Signature: _____

Date: _____

RFP Response Form

Section B

Authorized Representative Certification

Company Name: _____

Address: _____

Phone Number: _____

Web Site: _____

E-mail: _____

Fax number: _____

I certify that with regard to the Request for Proposals (RFP) for a Crime Mapping/Crime Research solution issued by the City of Fort Worth:

I have read the RFP.

I have contacted appropriate the City staff members regarding any need for clarifications.

I am entitled to represent the above named company.

I am empowered by the above named company to submit the following fee proposal.

All information presented in the Vendor Questionnaire (Section C), the Vendor Qualifications Sheet (Section D), and the References Sheet (Section E) submitted by the above named company is true and accurate.

The above named company can and will provide the services and do the work as described herein, if selected to do so.

RFP Response Form

Section C

Vendor Questionnaire

The following pages contain questions and statements that require responses from each vendor submitting a proposal. Each company submittal is to include these pages in order to be a valid proposal.

1. How long has your company been in business?
2. What percent of your current business is devoted to Web based Crime Mapping/Crime Research solutions?
3. How many employees does your company employ? How many are full-time, how many are part-time or freelance?
4. Describe the time required to implement your Crime Mapping/Crime Research solution. Detail each step and phase necessary before the system is useable.
5. If the City selects your company to implement the Crime Mapping/Crime Research solution, what percent of the implementation work will be done by your internal staff and what percent through contractors?
6. Explain the implementation support your company provides by expertise, number of staff and number of labor hours.
7. Identify the level of resource commitment required from prospective clients to implement your Crime Mapping/Crime Research solution. Explain how much manpower is required from the customer side and what type of technical expertise is required to implement your system and the time commitment required.
8. Describe the level of effort is required of the prospective client to maintain this complete system after implementation. Explain the technical staff requirements needed as far as expertise and time that the system will take to support or develop.
9. The City wants to employee more interactive applications and electronic commerce. What do you think are the three top issues that the City should consider when implementing a Crime Mapping/Crime Research solution?
10. What kind of telephone or e-mail support would your company be able to provide during transition? After transition? In an emergency?

RFP Response Form

Section D

Vendor Qualifications

The Proposal must provide a summary of the firm's qualifications to perform the duties outlined in the scope of work, including:

1. A summary of the firm's experience relevant to the scope of work detailed above.
2. A description of the firm's organizational structure and the last organizational annual report or the current financial structure.
3. Completed Project Staff List form – below.
4. Completed Key Project Staff Background Information form – below.
5. Completed Client Staffing Requirements Form – below.
6. Completed Customer Reference Form – below.

Project Staff List

Please complete the following table to identify the proposed project staff (including subcontractors) that will assist the City with implementation. Indicate the percent of time each staff member will be dedicated to the project and each member's years of experience with Web site design and implementation. Add additional lines as necessary for each instance of the list. Use your word processing application's copy and paste functions to create additional copies of this table as necessary.

Key Project Staff Background Information

Complete the following table for each of the key project staff members. At a minimum, key staff must include your proposed project manager and key contributors to this project.

1. Vendor Name
2. Staff member name
3. Position in the company
4. Length of time in position
5. Length of time at company
6. Project position and responsibilities
7. Education

8. Previous work experience
9. Technical skills and qualifications
10. For the project position
11. Experience developing Web sites:
12. Client name
13. Contact person and phone
14. Number
15. Client size
16. Project position/responsibilities
17. Start date
18. Scheduled end date
19. Actual end date

Vendor Resource* Percentage by Labor Category

*For example: Project manager (100%), Business expert (20%), The City technician (25%), etc.

Client Staffing Requirements

Use this form to provide information about client staffing requirements. List client staff and corresponding amounts of time (in percentages of full-time equivalents) you require to successfully develop the Web site.

RFP Response Form

Section E

CM/CR Implementation References Sheet

Vendor Name: _____

Organization Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact name: _____

Title: _____ Phone: _____

Organization Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact name: _____

Title: _____ Phone: _____

Organization Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact name: _____

Title: _____ Phone: _____

Organization Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Note: The City of Fort Worth is particularly interested in implementations involving Municipal Governments that are approximately the same population base as Fort Worth, (500,000).

Appendix A

Crime Mapping/Crime Research Solution Specific Requirements

Scope:

The City of Fort Worth has received a Federal Justice Assistance Grant to fund development of a crime mapping and crime research application for law enforcement personnel and the public. This should consist of three components, community access to crime summaries, and general access to crime data by all departmental personnel, specialized crime analysis ability for specific users.

The tool should include, but not be limited to, the following capabilities:

1. Data retrieval by Police Geographies, Neighborhoods, by a radius, by a landmark, by a time range, by day of week, and by data range.
2. Spatial analysis such as linking auto thefts to recovery and crime to arrest, calculating distance between two incidents, graduated symbols of locations with multiple incidents.
3. Output to include sortable lists of incidents, maps of user selected information, summarized query results, map printing with user-definable options, exportable map and query results, beat profiles, and charts by crime type, day of week, time range, and
4. Other functionality such as query tracking and data query result thresholds.

Goals and Objectives:

The project should accomplish the following:

1. Provide personnel assigned to crime analysis duties with:
 - A. Increased querying and reporting capabilities of the Record Management System generated data.
 - B. The ability to map and analyze across geographical assignments, which allows for increased communication and problem solving
2. Creation of a sophisticated, yet user friendly means for community members and law enforcement personnel to accomplish crime mapping and searches for crime statistics, utilizing a web-based application.

Project Description:

The functionality of the crime mapping and crime research application requires high security measures and needs to be geared towards a specific audience. Potential users

include patrol officers, detectives, supervisors and managers and crime analysts. This requires many of the mapping and reporting needs for each user group to overlap, but many must also have functions that are unique to each user.

Personnel tasked with crime analysis duties will need greater capabilities than personnel who only need to access general crime statistics.

The application created for the public will have less data and querying capabilities and a simpler interface.

System Review Matrix

DATA Elements	Arrests		Crime Cases		Field Interviews		Traffic	
	All arrests, searchable by charge/violation and crime type sections.		NIBRS Group A and Group B offenses. Public site should not see forcible and non-forcible sex offenses.		By categories e.g. narcotics, prostitution, gang related, disturbance, burglary, auto theft.		Accidents & Citations. Categories for cites e.g. speeding, DUI, Hit/Run	
Fields	Police	Public	Police	Public	Police	Public	Police	Public
Case #	Y		Y		Y		Y	
From_Date	Y	Y	Y		Y		Y	
From_Time	Y	Y	Y		Y		Y	
Reported_Date	Y	Y	Y	Y	Y			Y
Reported_Time	Y	Y	Y	Y	Y			Y
Address	Y		Y		Y		Y	
Block Address		Y		Y				Y
X and Y Coordinates	Y		Y		Y		Y	
Charge/Violation	Y		Y		Y		Y	
Crime Type	Y	Y	Y	Y	Y		Y	Y
Location Type (Alpha response)			Y	Y				
Method of Entry (Alpha response)			Y					
Entry Location (Alpha response)			Y					
Point of Entry (Alpha response)			Y					
Vict/Susp Name	Y		Y		Y		Y	
Vict/Susp DOB	Y		Y		Y		Y	
Vict/Susp Race	Y		Y		Y		Y	
Vict/Susp Sex	Y		Y		Y		Y	
Vict/Susp Home Address	Y		Y		Y		Y	
Link to Mugshot	Y							
Tool/Weapon/Force (Alpha response)			Y					
Gang-Related			Y		Y			
Domestic Violence			Y					
Companions					Y			