

REQUEST FOR PROPOSALS

FOR

Fire and Police Computer Aided Dispatch and Records Management System

For The

City Of Revere

REVERE, MASSACHUSETTS 02151
MUN-2009-1010

April, 2009

This is a Request for Proposals to solicit responsive and responsible firms to submit proposals to provide the City of Revere with a fire and police computer aided dispatch and records management system. Pursuant to M.G.L. Chapter 30B, proposals will be evaluated pursuant to minimum criteria. The final date to submit proposals is July 9, 2009

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Mayor, Thomas G. Ambrosino
Fire Chief, Eugene Doherty
Police Chief, Terence K. Reardon

LEGAL NOTICE

CITY OF REVERE

REQUEST FOR PROPOSALS FIRE AND POLICE COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM

MUN-2009-1010

Sealed proposals will be received by the Purchasing Agent at her office, Revere City Hall, 281 Broadway, Revere, Massachusetts, up to 1:00 PM on Thursday, July 9, 2009.

This proposal is for the provision of a fire and police computer aided dispatch and records management system for the City of Revere, MA, according to specifications.

Specifications and proposal forms will be available beginning Thursday, April 30, 2009 after 1:00 PM from the Office of the City Purchasing Agent, Revere City Hall, 281 Broadway, Revere, Massachusetts 02151. Documents may be obtained electronically by emailing the City of Revere Purchasing Agent at mzelandi@revere.org.

The City of Revere, as the awarding authority, reserves the right to accept any proposal or portion of a proposal, waive any informality in a proposal, investigate the ability of the candidates to honor a proposal, reject any and all proposals, select a candidate who does not submit the highest proposal, and award all contracts as shall be considered in the best interest of the City of Revere. The City of Revere reserves the right to negotiate and amend the scope of services.

The City of Revere is an Equal Opportunity Employer. It is the policy of the City of Revere to take positive steps to maximize the utilization of Minority Business Enterprises in all activities administered by this agency.

No candidate may withdraw his/her proposal within sixty (60) business days after the actual date of the opening thereof.

This request for proposals is in accordance with M.G.L. Chapter 30B.

Marie E. Zelandi
Purchasing Agent

To be advertised:
April 29, 2009

FORMAL COVER SHEET

NAME OF CANDIDATE: _____

ADDRESS: _____

ZIP CODE: _____

TO: Marie E. Zelandi
Purchasing Agent
City of Revere
City Hall
Revere, MA 02151

1. The undersigned submits this proposal for providing contracted services necessary to meet the specifications contained herein for **POLICE AND FIRE COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM** as advertised in the Independent Newspaper Group on April 29, 2009, and declares that it is made without collusion with any other person, firm or corporation making any other proposal or who otherwise would make a proposal, and agrees to furnish a **POLICE AND FIRE COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM** in strict accordance with the specification which consist of this proposal form and all attached documents and instruction.

2. Each proposal must include one (1) original and six (6) copies. Two separate envelopes must be provided, one containing the proposal and one containing the price. Non-price envelope shall be marked: **"PROPOSAL FOR POLICE AND FIRE COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM"**. Price envelope shall be marked **"PRICE PROPOSAL FOR POLICE AND FIRE COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM "**. The originals shall be marked "Original" and each copy shall be marked "Copy". Both envelopes must have the candidate's name, address, date & time proposal is due, and proposal number. Proposal shall be submitted to the Office of the Purchasing Agent, City Hall, 281 Broadway, Revere, MA no later than 1:00 PM July 9, 2009

3. The Purchasing Agent, acting as the Awarding Authority for the City of Revere reserves the right to reject any or all proposals, or any part of any proposal, and/or to waive any minor informalities which in the opinion of the Awarding Authority is in the best interest of the City of Revere. Further be advised that any alteration of this specification, other than supplying information requested, shall be cause for rejection.

4. Candidate should check proposal carefully as he/she will be held to his/her proposal.

AUTHORIZED SIGNATURE:

NAME AND TITLE OF CANDIDATE: _____

BUSINESS ADDRESS: _____

(Post Office Address is Not Acceptable)

TELEPHONE NO. WITH AREA CODE: (_____) _____

NOTE: This application must bear the signature of the Candidate. If the Candidate is a partnership, the application must be signed by a general partner. If the Candidate is a corporation, a duly authorized officer or agent of such corporation must sign the proposal. Further, if a corporation, article of organization must be filed with this document.

THIS FORM MUST BE FILLED OUT AND RETURNED WITH YOUR PROPOSAL.

BUSINESS CLASSIFICATION

The following information is furnished by the Candidate for the information of the Awarding Authority:

If a Corporation:

Incorporated in what State_____

President_____

Treasurer_____

Secretary_____

If a foreign (out of State) Corporation:

Are you registered to do business in Massachusetts? Yes_____ No_____

If you are selected for this work you are required under Mass. G.L. C308, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that your Corporation is registered; and furnish said certificate to the Awarding Authority prior to award.

If a Partnership: (Name all partners)

Name of Partner_____

Residence_____

Name of Partner_____

Residence_____

Name of Partner_____

Residence_____

If an Individual:

Name_____

Residence_____

If an Individual doing business under a firm name:

Name of Firm_____

Name of Individual_____

Business Address_____

Residence_____

THIS FORM MUST BE FILLED OUT AND RETURNED WITH YOUR PROPOSAL.

CHECKLIST

Submission Requirements

This page is to be completed by the City of Revere and is also supplied to assist candidates in the Submission Requirements:

☐ YES ☐ NO	CERTIFICATION OF GOOD FAITH
☐ YES ☐ NO	CERTIFICATION ON STATE TAXES
☐ YES ☐ NO	CONFLICT OF INTEREST STATEMENT
☐ YES ☐ NO	CORPORATIONS ONLY: CERTIFICATE OF AUTHORIZING VOTE
☐ YES ☐ NO	APPROPRIATE REFERENCES, AS REQUESTED

If all "yes" continue; if one "no" may be cause for rejection. (waive minor informalities)

Minimum Evaluation Criteria

☐ YES ☐ NO	MEETS ALL MINIMUM EVALUATION CRITERIA:
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If "yes", continue; if "no" then may be cause for rejection (waive minor informalities)

Contractor must supply:

☐ YES ☐ NO	EVIDENCE OF INSURANCE, IF REQUESTED
☐ YES ☐ NO	EVIDENCE OF WORKER'S COMPENSATION

I. GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS TO CANDIDATES

E. Candidate's Conference

Date: Wednesday, June 10, 2009
Time: 9:00 AM
Location: Revere City Hall
Training Room
281 Broadway
Contact: Marie E. Zelandi, Purchasing Agent
Email: mzelandi@revere.org
Phone #: (781) 286-8157
Fax #: (781) 485-2796

Attendance is not mandatory.

So that we may be prepared with answers at the Candidate's Conference, please submit your questions pertaining to the Request For Proposal to the contact person listed above so that they are received at least ten (10) business days prior to the conference. If any questions cannot be answered then, or if changes to the Request For Proposal are required, they will be contained in an addendum to be issued as soon as possible following the conference. Verbal questions will also be discussed at this conference. There is no intention to write and issue minutes of the Candidate's Conference.

F. Proposals - Where Received

Proposals will be received by the Purchasing Department, City of Revere, 281 Broadway, Revere, Massachusetts, at the place and until the time specified in the Notice. NO PROPOSAL WILL BE ACCEPTED AFTER THE TIME AND DATE SPECIFIED.

G. Definitions

The following meanings are attached to the defined words when used herein:

1. The word "Department" means the City of Revere Purchasing Department.
2. The word "City" means the City of Revere, MASSACHUSETTS.
3. The word "Candidate" means the person, firm, or corporation with whom the Contract is made by carrying out the provisions of this Sealed Request for Proposal and the Contract.
4. The word "Contractor" means the person, firm, or corporation with whom the Contract is made by carrying out the provisions of this Sealed Request for Proposal and the Contract.
5. The words "firm price" shall mean a guarantee against price increase during the life of the Contract.

D. Proposal Documents

The candidate is to thoroughly familiarize himself/herself with all documents contained herein, as it is mandatory that all proposals submitted be in compliance with all of the provisions contained in said documents.

E. Explanation, Exceptions

Exception taken by the Candidate to the terms of this Request for Proposal or to any of the Project documents as described or referenced in the Request for Proposal, shall be so noted and explained in a separate section of the Candidate's proposal. This section must include all of the exceptions, if any, which the applicant may cite. Candidates are strongly cautioned that any proposal accompanied by terms and conditions materially different from the terms and conditions contained in this Request for Proposal may be unacceptable.

F. Contract Agreement

The Contract Agreement will be in the form customarily employed by the City and will incorporate the following documents in the order of precedence listed:

1. This Sealed Request for Proposal.
2. The Contractor's response to the Invitation

G. Sealed and Marked

Each proposal submitted must include one (1) original and six (6) complete copies. Two separate envelopes must be provided, one containing the proposal and one containing the price. Non-price proposal shall be marked "PROPOSAL FOR POLICE AND FIRE COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM". Price envelope shall be marked "PRICE PROPOSAL FOR POLICE AND FIRE COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM". Originals shall be marked "Original" and each copy shall be marked "Copy". Both envelopes must have the candidate's name, address, date & time proposal is due, and proposal number.

The City is not responsible for proposals not properly marked.

H. Submission of Proposal

Proposals shall be submitted to the Office of the Purchasing Agent, City Hall, 281 Broadway, Revere, MA no later than 1:00 PM, July 9, 2009. Strict compliance with the requirements of the Notice, Terms, and Conditions, and the instructions printed on this form is necessary. All designations and prices shall be fully and clearly set forth. All blank spaces in the proposal forms shall be suitably filled in. All information must be typewritten or printed in ink and recorded in the space(s) as provided on these official proposal documents.

Signatures on Proposal Forms - Each proposal must give the full business address of the Candidate and be signed by the Candidate with the usual signature. Proposals by partnerships must be furnished with the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by

corporations must be signed with the legal name of the corporation, followed by the State of Incorporation and by the signature and title of the president, secretary or other person duly authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to his signature the word "president", "secretary", "agent", or other title without disclosing his principal may be held to be the proposal of the individual signing. Satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished, and duly sworn to before a Justice of the Peace or Notary Public.

I. Corrections

Applications that are submitted containing cross-outs, whiteouts, or erasures WILL BE REJECTED. All corrections or modifications to an original proposal are to be submitted in a separate envelope, properly marked, prior to the proposed public recording. ALL DOCUMENTS WILL BE INCORPORATED INTO THE CONTRACT DOCUMENTS.

J. Proposal Security

Proposal security, in the form of a proposal bond, deposit of cash, or certified check, or bank cashier's check drawn on a solvent bank, payable to the City of Revere in the amount twenty-five (25) thousand dollars must accompany each proposal as a guarantee that if the proposal is accepted a Contract will be entered into. Such proposal deposits of all Candidates will be held by the City until all proposals submitted shall have been canvassed and the proposals have either been rejected in whole or in part or the award of Contract or Contracts has been made. The proposal deposit of the successful Candidate will be held until a Contract is duly executed. Proposal deposits will be returned to unsuccessful Candidates within one (1) week after award of the contract. If the successful Candidate, to whom a Contract shall have been awarded, refuses to execute the Contract and to furnish 100% performance and payment bonds or Letter of Credit hereinafter described, within ten (10) working days after award of the Contract, the amount of the proposal deposit shall be forfeited to and retained by the City as liquidated damages for such neglect or refusal.

K. Performance Bond and Payment Bond or Letter of Credit

The successful Candidate will be required to furnish a performance bond and a payment bond to the City in the amount of one hundred percent (100%) of the total amount of the Contract as a guarantee of the faithful performance thereof.

L. Indemnification

1. The Contractor agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented, material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract.
2. The Contractor agrees to defend, indemnify, and save harmless the City from all damages to life and property arising out of the performance of this Contract due to the Contractor's negligence, that of his employees, subcontractors, etc., or due to the negligence of the City of Revere, MA, their employees, representatives, agents, etc.

3. If, in the judgment of the City, any property is needlessly damaged by an act or omission of the Contractor or his employees, servants, or agents, the amount of such damages shall be determined by the City and such amount shall be deducted from any money due the Contractor or may be recovered from said Contractor in actions at law.

M. Insurance

The Contractor shall, prior to execution of the contract, provide the CITY with a Certificate of Insurance, with the amounts as specified in this section, which insurance shall be maintained at all times during the term of the contract. Failure to provide or maintain such insurance shall be grounds to reject a bid or execute a contract. Public Commercial Liability coverage \$1,000,000 per occurrence and \$2,000,000 aggregate and Automobile Liability

Insurance \$500,000 per person, \$1,000,000 per occurrence and Property Damage in the amount of \$250,000.

The Contractor shall provide a 90-day notice of cancellation or non-renewal of any policy providing this insurance coverage.

Insurance policy must cover the entire contract period. The Contractor shall provide the City with a Certificate of Insurance upon renewal of these policies.

The Certificate of Insurance shall provide Worker's Compensation coverage in the amounts required by Massachusetts Law.

Errors and omissions coverage for professional liability of not less than one million (\$1,000,000) dollars per claim. Any self-insured retention shall be the responsibility of the service provider.

N. Equal Opportunity - Affirmative Action

A contract for work under this proposal shall obligate the Contractor or Sub-Contractors not to discriminate in employment practices.

Candidates must, if requested, submit compliance reports concerning their employment practices and policies in order to maintain their ability to receive an award of Contract. Candidates must, if requested, submit a list of all Sub-Contractors who will perform work on this Contract together with a "Certification of Applicant Regarding Equal Employment Opportunity" signed by the Contractor and/or his/her Sub-Contractors as requested.

O. OSHA

All work shall be performed in accordance with OSHA standards and it shall be the contractor's responsibility to ensure that all required safety equipment is present and being utilized properly at the work site. All equipment utilized under this contract shall be tested in accordance with OSHA standards. The contractor shall notify the City in writing of items and procedures not in compliance with OSHA standards and shall immediately make correction thereof to comply.

P. Right To Know Legislation, M.G.L., Ch. 111F and 454 CMR 21.06

All vendors furnish substances or mixtures, which may be classified as toxic or hazardous, pursuant to M.G.L. Ch. 111F, are cautioned to obtain and read the Law and the Regulations referred to above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 for a fee.

Q. Interpretations

No oral interpretations will be made to any Candidate as to the meaning of the specifications or terms and conditions of the Invitation. Every request for such interpretation or request for a change in the specifications or terms and conditions shall be made in writing and addressed and forwarded to Marie E. Zelandi, Purchasing Agent, 281 Broadway, Revere, MA 02151 five (5) or more business days before the date fixed for the opening of proposals. Every interpretation made to a Candidate will be in the form of an Addendum to the Sealed Request for Proposal which, if issued, will be sent as promptly as practicable to all persons to whom the Request for Proposal have been issued. All such Addenda shall become a part of the Request for Proposal.

R. Incomplete Proposals

Proposals which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions may be rejected as informal by the Purchasing Agent.

S. Conditional Proposals

Conditional proposals will not be accepted.

T. Alternative Proposals

While it is the desire of the City of Revere to acquire computer software and any necessary hardware to implement a Public Safety Computer-Aided Dispatch (CAD) and Record Management System (RMS), budget considerations may preclude the implementation of this desire. Therefore, alternative proposals which do not conform to all of the listed specifications may be considered as long as the proposal is listed as an alternative proposal and any deviation from the listed specifications is noted as such.

U. Proposal Responsiveness

Applicants are hereby notified that, if the submitted proposal does not comply in all material respects with the requirements, instructions, and conditions of the Request for Proposal, the submitted proposal may be excluded from further consideration.

V. Withdrawal of Proposal

Proposals may be withdrawn upon written or faxed request received from Candidates five (5) days prior to the time affixed for opening. Negligence on the part of the Candidate in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. If any proposal is withdrawn after time and date specified, the Candidate shall forfeit his proposal security as liquidated damages.

W. Default

In case of default by the Candidate, the City may procure the articles or services from other sources and hold the Candidate responsible for any excess costs occasioned thereby.

X. Guarantees

1. The Candidate to whom a Contract is awarded guarantees to the City that all items furnished under this Contract shall be free of defects in design, materials, and workmanship and, for a period of one (1) year after final inspection and acceptance, shall replace promptly any defective equipment, materials, and/or workmanship required without additional cost to the City. If the implementation of a particular function is delayed, the warranty period for that function will not begin until final inspection and acceptance of that function.
2. The Candidate to whom a Contract is awarded guarantees to the City that all warranties of merchantability and fitness for a particular purpose as provided for in MASSACHUSETTS 382A-2-314 and 2-315 shall remain in full force and effect and are not disclaimed. MASSACHUSETTS 383A-2-314 and 2-315 may be found at <http://www.gencourt.state.MA.us/rsa/html/XXXIV-A/382-A/382-A-2-314.htm> and <http://www.gencourt.state.MA.us/rsa/html/XXXIV-A/382-A/382-A-2-315.htm>.
3. Prior to the expiration of the warranty period, whenever Equipment is shipped for mechanical replacement purpose, the Contractor shall bear all costs, including, but not limited to, costs of packing, transportation, rigging, drayage, and insurance. This warranty shall apply to a replacement machine beginning the first day of its acceptance.

Y. Transportation, Installation, Relocation, and Return of Equipment

Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the Candidate, prices quoted will be considered as being based on delivery and installation, to the destination designated in this Proposal Invitation and to include all delivery and packing charges.

1. Transportation

The Contractor shall prepay the transportation charges. Authorization for the method of transportation shall be furnished by the Contractor prior to shipment. Transportation charges for the shipment of empty packing cases shall be paid by the Contractor. Transportation charges, regardless of point of origin or destination of the equipment, should not exceed the cost of shipment between City location and the location of the Contractor's nearest plant of manufacture. The Contractor shall bear the cost of transportation whenever the equipment is shipped for mechanical replacement purposes unless the replacement was due to the fault or negligence of the City. The Contractor shall pay those rigging and drayage costs incurred at the City location, and shall pay all rigging and drayage costs when the equipment is moved for mechanical replacement purposes.

2. Installation

The Contractor shall furnish such labor as may be necessary for the packing, unpacking, placement of, and installation of Equipment.

3. Relocation

Except in an emergency, Equipment shall not be moved from the general location in which installed, unless the Contractor has been notified that a move is to be made. Upon written notification to the Contractor, Equipment may be transferred from one City location to another without maintenance charges during the period of transfer not to exceed thirty (30) calendar days. The Contractor shall supervise packing, unpacking, relocation of Equipment, and install in good operating condition.

Z. Delivery

1. The Contractor shall commence the delivery of items contracted for within thirty (30) days of contract signing unless otherwise stated by the Contractor.
2. The City, through the Purchasing Agent, reserves the right to postpone the delivery date for up to sixty (60) days to allow for any change in operating conditions or for any other cause not now foreseen. In the event the City elects to exercise this right, all prices quoted pursuant to this Proposal Invitation will remain firm, and the City shall incur no additional obligation to the Contractor due to any delay of delivery date ordered by the Director of Information Services.
3. The City, through the Purchasing Agent, reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.
4. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and acts of God.

AA. Delivery Failure

1. The Contractor shall deliver and install the application software and hardware as agreed upon by the Contractor and the City in writing or in default thereof, shall pay to the City liquidated damages of five hundred dollars (\$500.00) per day.
2. If the beginning or execution of the work shall be delayed or suspended due to any act or omission of the City, and not by any fault of the Contractor, then the time for completion of the work shall be increased by a period of time equal to the aggregated time, expressed in calendar days or parts of days, during which the beginning or execution of the work has been so delayed or suspended.

BB. Proposal Prices

Proposal quotations submitted on the Proposal Forms shall remain firm for a period of ninety (90) days after the time set for the opening of the proposals.

CC. Unit Pricing

Prices shall be stated in units of quantities specified. In case of discrepancy in computing the amount of the proposal, the unit prices will govern.

DD. Price Reductions

It is understood and agreed that should any price reductions occur between the opening of this proposal and the delivery of any order, the benefit of any such reductions shall be extended to the City.

EE. Method of Payment

1. Payment for hardware and system software shall be made in accordance with the following schedule:
 - a) Ninety percent (90%) of net contract price:
 - (1) not earlier than fifteen (15) days nor longer than forty-five (45) days after delivery, installation and acceptance of all contracted items.
 - (2) upon rendering an original and two (2) copies of an itemized invoice.
 - b) Ten percent (10%) of the net contract price:
 - (1) ninety-one (91) days after delivery, installation, and acceptance of all contracted items.
 - (2) upon rendering an original and two (2) copies of the final invoice.
2. Application Software: Payment for purchase of (license for) application software shall be made in accordance with the following schedule:
 - a) Fifty percent (50%) of net contract price not earlier than fifteen (15) days nor longer than forty-five (45) days after:
 - (1) delivery of the documentation and a copy of the package.
 - (2) installation and successful operation at City's site.
 - (3) Appropriate licensing documentation.
 - b) Twenty-five percent (25%) of net contract price within sixty (60) days of installation or upon acceptance by the City, whichever is later;
 - c) Twenty-five percent (25%) of net contract price ninety-one (91) days after acceptance by the City.

FF. Discounts

1. Cash discounts will be considered when determining the low proposal except when cash discounts hold for a period of less than fifteen (15) days. Cash discounts for payment within a period of less than the above number of days will not be taken into consideration when determining the low proposal.
2. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the Contractor is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

GG. Evaluation

Proposals will be evaluated as provided for in Sections XI and XII.

HH. Examination

By submitting a proposal, the candidate warrants that he/she has thoroughly examined the specifications and is fully acquainted with all conditions and restrictions pertaining to the proposal items. No claims for any extra work or extension of time will be allowed for failure to observe this requirement

II. Taxes

Purchases made by the City of Revere are EXEMPT from Massachusetts sales tax and Federal excise taxes and proposal prices must exclude any such taxes. Tax exemption certificates will be furnished.

JJ. Contractors Records

Contractors shall retain their records for at least six (6) years after final payment. These records may be subject to inspection by authorized representatives of the state or City of Revere during the entire six (6) year period.

KK. Time of Completion – Penalties

1. All delivery times quoted must be firm, FOB destination, City of Revere, Purchasing Department, 281 Broadway, Revere, MASSACHUSETTS, unless otherwise indicated by the City. TIME IS OF THE ESSENCE.
2. It is understood and agreed that in the event of failure on the part of the Candidate to indicate date of delivery and/or completion, delivery and/or completion will be made within one hundred twenty (120) days from date of notification.
3. Should the successful Candidate fail to make delivery or complete the Contract within the time specified, the City, at its option, reserves the right to make the purchase in the open market and charge any excess cost incurred over Contract price to the account of the successful Candidate, who shall pay same forthwith, or assess penalties against the Contractor in accordance with the applicable provisions of the penalty clauses set forth hereinafter.
4. The Agency will consider negotiating these timelines and the associated terms and conditions pertaining to them (i.e., acceptance testing, liquidated damages, etc.) with the selected vendor during contract negotiations.
5. Consideration will be given if a present City software vendor does not comply with data conversion requests forthwith.

LL. Evaluation Of Work

To assure compliance with this agreement, the City shall have the right to enter into the contractor's premises during the normal business hours to inspect, monitor, or otherwise evaluate the work performed or being performed therein.

MM. Ownership of Information

The Contractor agrees to abide by the following restrictions regardless of whether or not the information in question is considered public under any applicable Right-To-Know law.

All information acquired by the contractor from the City or from others at the expense of the City in performance of the agreement, shall be and remain the property of the City. All records, data files, computer records, worksheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the contractor for delivery to the City shall be and remain the property of the City.

The contractor agrees that it will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the City. The contractor further agrees to return said information in whatever form it is maintained by the contractor.

NN. Rights to Submitted Material

All proposal, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by vendors shall become the property of the City when received. Prior to final selection, vendors may be required to submit any additional information, which the City may deem necessary to determine the vendor's qualifications to respond to the RFP. Should any of the information requested by the City be considered by the candidate to be confidential, it should also be stated.

OO. Compliance with Specifications

Unless otherwise clearly stated by the Candidate, the Proposal will be considered as being in strict accordance with the specifications and terms and conditions outlined in this Request for Proposal. References to a particular trade name, manufacturers' catalogue, or model number, are made for descriptive purposes only to guide the Candidate in interpreting the requirements of the City. They should not be construed as excluding any other types of materials, equipment and supplies. However, the Candidate, if awarded a Contract, will be required to furnish the particular item referred to in the specifications or descriptions unless a departure or substitution is clearly noted and described in the proposal.

PP. Assignment, Transfer or Sub-Contract

No assignment, transfer, sub-contract, or hypothecation of the operations agreement may be made, in whole or in part, without the written authorization of the City of Revere Purchasing Agent. Please identify all subcontractors that you intend to use on this project.

QQ. Non-Collusion Affidavit

The Candidate must certify that no official or employee of the City or of the Commonwealth of MASSACHUSETTS, is pecuniary interested in the proposal or in the Contract which the Candidate offers to execute or in the expected profits to arise therefrom, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal. Failure to submit such statement will result in the proposal being disqualified.

RR. Payment of Taxes To The Commonwealth Of Massachusetts Pursuant To M.G.L. Ch. 62C, S. 49A

No contract may be entered into with any party that has not filed and paid all taxes required under Law. Failure to submit a statement for compliance with the statute will result in the proposal being disqualified.

SS. Contracts in which there is Federal Participation

1. Any proposed change in the Contract shall be submitted to the Purchasing Agent for prior approval.
2. No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Contract or to any benefit arising therefrom.
3. No member, officer, or employee of the Commonwealth of MASSACHUSETTS, the City of Revere, MA or Suffolk county, MA, during his/her tenure or one (1) year thereafter, shall have any interest, direct or indirect, in the Contract or the proceeds thereof.
4. In connection with the execution of the Contract, the Contractor shall not discriminate against employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; in selections for training, including apprenticeship.
5. In connection with the performance of the Contract, the Contractor will cooperate with the City in meeting its commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to insure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this contract.

TT. Award of Contract

Proposals will be awarded not later than sixty (60) days after the scheduled time for the public recording.

1. The City of Revere, as the awarding authority, reserves the right to cancel this Request for Proposals, or may reject in whole or in part any and all proposals when The City determines that cancellation or rejection serves the best interests of the public and The City. Further, The City reserves the right to waive any informalities in a proposal, investigate the ability of the candidates to honor a proposal and negotiate and amend the scope of services.
2. Proposals will be evaluated and selection made on the basis of demonstrated competence and qualification for the services required at a fair and reasonable price. In addition to price, the following is a partial list of criteria which will be used in the evaluation process:
 - a) functional capabilities of the application
 - b) hardware and system software integration

- c) implementation plan
- d) Vendor experience and future commitment
- e) Vendor-provided documentation and training
- f) the ability, capacity, and skill of the Vendor to perform the Contract and provide service required
- g) whether the Candidate can perform the Contract or provide the service promptly, or within the time specified, without delay or interference
- h) the character, integrity, reputation, judgment, experience, and efficiency of the Candidate
- i) the quality of performance of previous contracts or services
- j) the previous and existing compliance by the Candidate with laws and ordinances relating to the Contract or service
- k) the sufficiency of the financial resources and ability of the Candidate to perform the Contract or service
- l) the ability of the Candidate to provide future maintenance and service for the use of the subject of the Contract
- m) the number and scope of conditions attached to the proposal
- n) the disaster recovery procedures available in case of extended hardware and software failure
- o) the Vendor's responses to items in this request for proposals.

UU. Governing Law

This Contract shall be construed according to the laws of the Commonwealth of MASSACHUSETTS.

VV. Statutes and Ordinances

The Revised Statutes Annotated of the Commonwealth of MASSACHUSETTS, the Charter of the City of Revere, and all City Ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

WW. Disputes

Any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Purchasing Agent who shall cause its discussion to be reduced to writing and shall furnish a copy thereof to the Contractor. The decision of the Purchasing Agent shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes to the City a written appeal addressed to the Mayor. The decision of the Mayor and/or his duly authorized agent or representative for the determination of such appeal shall be final and conclusive unless determined by the Suffolk County Superior Court or other court of competent jurisdiction to have been unreasonable. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Purchasing Agent.

XX. Non-appropriation of Funds

Any financial obligation of the City is subject to an appropriation to cover the contract obligation and an authorization by the Mayor to enter into said contract obligations.

Continuation of this Agreement is contingent upon continued City appropriation of funds. In the event that adequate funds are not so appropriated, the City may cancel this agreement upon giving sixty (60) days written notice. In such event, no penalty of any form shall be levied against the City as a result of such cancellation.

YY. Interpretations

All questions by the prospective candidates as to any information contained within this proposal package, request for interpretation or correction of an ambiguity, inconsistency or error therein must be submitted in writing to Marie Zelandi, Purchasing Agent, City of Revere, City Hall, 281 Broadway, Revere, MA 02151, (781) 286-8157, at least five (5) days before the date set herein for proposal opening.

Oral questions, explanations or instructions will not be binding against the City. Any information given to a prospective applicant concerning this Request for Proposals will be furnished to all prospective applicants as an Addendum to the Request for proposal if:

- a.) The information is necessary in submitting the application; or
- b.) The lack of such information would be prejudicial to a prospective applicant. Applicants should identify a single contact person who will receive all communications intended for the applicant during the selection process. Please include telephone and facsimile numbers relative to the contact person.

ZZ. Survival Beyond Completion

The terms, provisions, representations and warranties contained in this contract shall survive the delivery of the product and the payment of the purchase price.

AAA. Headings Not Controlling

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

BBB. Successors and Assigns

1. The City and the Contractor each binds themselves, their partners, successor, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. The Contractor shall not assign, sublet or transfer his interest in this Agreement without the written consent of the City.
2. This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor.

CCC. Severability

1. Compliance:
Each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect.

2. Partial Invalidity:

If any clause, term or provision of this agreement shall be found to be illegal or unenforceable by any court of competent jurisdiction, then, notwithstanding, this agreement shall remain in full force and effect and the remainder of such clause, term or provision shall be enforceable pursuant to the original intent of the parties hereto.

DDD. Nonperformance

If the package(s) fail(s) to meet the specifications or fail(s) to perform effectively or uses more hardware facility than anticipated or absorbs more run time than expected, or has results other than those which the City expected, the package may be rejected and this contract may be terminated at the option of the City.

EEE. Term of License

The City's right to use the package(s) shall continue in perpetuity.

FFF. Future Documentation

In the event that the documentation is changed, upgraded, improved or added to the package without changing the basic functions of the package such documentary change, upgrading, improvement or addition shall be made available to the City whenever it is made available to any other user of the package.

GGG. Rights to Future Options

In the event that the package is enhanced, upgraded or improved which changes the function of the package or if options result in enhancement, upgrading of the package resulting in changes to its function by expansion or provisions of additional options and if such options, changes, upgrades and or enhancements are offered to any one of the package users, then such options, changes, upgrades and or enhancements must be offered to the City upon terms that are as favorable to the City as offered to any other user of the package.

HHH. Escrow of Source Programs

The Contractor shall deposit the source language/files for all acquired software with a mutually agreed upon Bank as Escrow Agent. In the event of termination of business, as described on page 23, I.L.L.L., or the Contractor's decision to no longer support the application software, the Escrow Agent, upon delivery to it of a certified copy of the said business termination or decision, will deliver to the City the source language/files with peculiarities documented.

III. Right to Modify

The City shall have the right to modify the package during the term of the contract. If any such modifications are made, the Contractor is relieved of its agreement of maintenance of the package.

JJJ. Nontaxable as Property

No taxes, (including any construction or interpretations of the terms) shall be added to the contract stated prices. If any such taxes are held to be applicable, they shall be paid by the Contractor.

KKK. Quiet Enjoyment

The City shall be entitled to use the software package with all modifications described hereunder without disturbance, subject only to its obligation to make required payments hereunder. Contractor represents that this agreement is not subject or subordinate to any right of Contractor's creditors, or if such subordination exists, that the agreement or instrument creating the same provides for non-disturbance of the City so long as it shall not be in default hereunder.

LLL. Rights upon Business Termination

1. In the event of the termination of business of the Contractor either by voluntary termination, bankruptcy, the commission of an act of bankruptcy which leads to bankruptcy, Chapter XI proceedings, common law or statutory assignment for the benefit of creditors or insolvency proceedings of any nature or description, the City shall be considered owner in fee simple title to the said package without obligation to the Contractor or his successors or assigns and as stated on page 22, I.HHH, shall be entitled to the source language without further obligation to the Contractor, his successors or assigns.
2. In the event of the termination of business of the Contractor, within the meaning of the preceding paragraph, occurs during a warranty period, the City's payment shall be proportional to the warranty period less the cost of correction of future discovered errors in the package.

MMM. Installation and Support

The Contractor shall provide to the City sufficient assistance in the installation of the package and in any modification of the package required to enable the City to use the package or to adapt the package to the needs of the City or to its operating system or to its peripheral equipment differences so that the package is usable by the City. Such assistance shall be provided and such changes in the package shall be made by the Contractor if potential timing differences or operating practices of the City require such assistance or such changes to render the package usable to the City.

NNN. Right to Reproduce Documentation

The City shall have the right to reproduce all documentation supplied hereunder, provided that such reproduction shall be solely for the use of the City, and that such reproduction shall be subject to the same restrictions on use and disclosure as are contained in this contract with respect to the original documentation.

OOO. Guarantee of Ownership

The Contractor warrants that it is the sole owner of the software and all modifications described hereunder and has full power and authority to grant the rights herein granted without the consent of any other person, organization, corporation, or any other entity recognized by law and will indemnify and hold the City harmless from and against any loss, cost, liability and expense (including but not limited to court costs, all related fees as well as reasonable counsel fees) arising out of any breach or claimed breach of this warranty. During the pendency of any claim against Contractor or the City with respect to Contractor's ownership and/or authority, the City may withhold payment of any sums otherwise required to be paid hereunder. The Contractor shall execute at time of delivery or each portion an affidavit stating his exclusive rights, title and interest to said portion.

PPP. Infringement

The Contractor warrants that the software package, including any modifications and/or customizations that may be added, is original to the Contractor and that neither the base package, modified package, nor any of its elements, nor the use thereof does or will violate or infringe upon any patent, copyright, trade secret or other property right of any other person, and the Contractor will indemnify and hold the City harmless from and against any loss, cost, liability and expenses (including, but not limited to, court costs, all related fees as well as reasonable counsel fees) arising out of any breach or claimed breach of this warranty. During the pendency of any claim against the Contractor or the City with respect to infringement, the City may withhold payment of any sums otherwise required to be paid hereunder and the City may continue to use the modified package as delivered and in the event of any injunction brought against the City on grounds of breach, the Contractor shall post appropriate bond(s).

QQQ. Copying

The City reserves the right to copy systems and application software for backup and recovery purposes.

RRR. Audited Financial Information

The Candidate shall provide audited financial information to allow the City to evaluate the Candidate's financial position and stability, such as annual reports, Securities and Exchange Commission ("SEC") Forms 8K, 10K, or 10Q, or other financial reports for the last three years.

II. SCOPE OF SERVICES

The City expects the Contractor to provide the planning, configuration, data conversion, initialization, testing, documentation and training necessary to install the system and move it into fully operational status. The Contractor's implementation plan will outline the steps, precautions, and procedures that will be used to accomplish this goal. The City expects to use and maintain existing systems until the new application is fully installed, initialized, tested, accepted and users are trained.

Describe the scope of services being proposed including the following:

E. Project Management

Describe in detail the project management plan being proposed including the following:

1. Proposed amount of onsite versus offsite hours.
2. Number and type of onsite meetings.
3. Describe the means of tracking and communicating the status of the project including problem status, i.e. secure web site, MS Project, spreadsheets, etc.
4. Indicate the skill set recommended for our IT people to have in order to be able to implement the new system.
5. Expectations you have of the City.

F. Training and Support

Provide a complete description of the proposed training and available support facilities including the following:

1. A proposed training plan shall be included which is calculated to meet the City's needs. The training plan must prove to be more than adequate to the City's needs.
2. A brief overview of each course including the course goals and objectives shall be included.
3. Two (2) complete sets of both descriptive and technical manuals for the application software shall be included.
4. The available telephone support facilities shall be described.
5. The online help/support facility, as it relates to the proposed application, shall be included.
6. The time interval between new releases.

G. Conversion

The City expects that the Contractor shall be responsible for the full conversion and upload of existing data for most options. The City will assist in the identification of available data. The application must be able to use accumulated data from the systems currently in place. The migration path from the existing systems must include any necessary data conversion and importation from current systems to provide views of historical data. The vendor should also include a conversion plan explaining how the agency will convert from the existing system to the proposed system with minimal interruption to the daily activities of the Revere Police and Fire Departments. Vendors should note that in the PRICE DATA (Conversion), they are asked to separately price data conversion. Estimated range of costs for conversion of each application, if available, and a description of data that would be typically converted. The City will request, from its present vendors, a copy of the data set to be transferred.

1. The proposal must include data conversion from the following systems:

- a) Fire
 - (1) Veron Software, prep dispatch
 - (2) Nifrs Data
 - (3) Fire house software for scheduling/payroll
- b) Police
 - (1) CAD/RMS
 - (2) Payroll
 - (3) Personnel Information
 - (4) Business/Resident Data
 - (5) Master Name Involvement
 - (6) Arrest Data
 - (7) MugShot Photos
 - (8) Evidence/Chain of Custody
- c) City
 - (1) Conversion to the MUNIS payroll/personnel software Windows version.

III. BACKGROUND INFORMATION

E. City of Revere

The City of Revere, is located on the eastern coast of Massachusetts, and is bordered by Boston, Winthrop, and Chelsea on the south, Everett and Malden on the west, Saugus and Lynn on the north, and the Atlantic Ocean on the east. The City has a population of approximately 47,283 (according to the 2000 U.S. Census) and occupies a land area of 5.95 square miles. Settled in 1626 and originally a part of Chelsea, Revere was established as a separate town in 1871 and incorporated as a city in 1915. It is primarily a residential suburb of Boston.

It is important to understand that the City of Revere Police and Fire Departments both run a character based CAD system. Neither have any Graphical User Interface tools or options. The keyboard is used for all input into the system. It is important to us not to lose this feature but to add mouse and windows features.

F. Revere Police Department

The Police Department is currently a licensed-based system, and often the number of licenses can not keep pace with the needs of the department.

The Police Dispatch Center has four operating positions (two call takers, one dispatcher and one Officer in Charge) and handles approximately 32,000 calls for service annually. In addition there is a CJIS computer that both call takers and dispatcher utilize. There is a separate computer that handles the phone call recordings.

G. Revere Fire Department

The Fire Dispatch Center which has three operating positions (call taker, dispatch and supervisor) and handles approximately 8 thousand calls for service per year for fire and medical emergencies. Each of the three positions has a PC with dual monitors. We also have two radio consoles one located at each position, which are used to manage radio traffic.

In the current CAD system, alerting signals and status messages are sent across city owned lines (cooper cables and some fiber) through a Zetron Model 26, to companion Zetron Model 6's which then trigger status indicators, station lights, bells, and PA. The CAD system contains an interface for Zetron status changes. A networked PC and dedicated message printers are located in the 5 remote fire stations and one in the police communications center.

Our 911 PSAP located in central fire station sends an incident to us via telephone in addition to having a client PC located within Fire Alarm. The frame relay networked PC contains Valor CAD and contains all ANI/ALI and ProQA data for us to use in dispatching the incident once the call is received. The current CAD system does not have an interface for the Valor's CAD 911 system.

The dispatch center also has a Zetron, Model 21, Instant Recall Telephone/radio Recorder at each position and an Eventide, Model VR320 Digital Audio Logging Recorder which digitally records all emergency calls for both radio and telephone.

IV. GENERAL INSTRUCTIONS ON VENDOR RESPONSES

Responding to Items in this Section

Vendors shall submit answers to each item in this section describing how their system meets the requirements mentioned in that item, unless the item specifically indicates that no response is needed. Vendors should use the format provided and add explanation details as necessary. The following answer key should be used when responding to the requirements:

- Y = This feature is provided.
- N = This feature is not provided.
- U = The proposed user tools can be used to provide this feature.
- F = There is a future plan to provide this feature - specify anticipated release date.
- M = Modification would be required at an additional cost - specify estimated cost, include with price proposal.