REQUEST FOR PROPOSAL

**Software and Implementation Services for a Computer-Aided
Dispatch and Records Management Software System**

**303 Palo Pinto
Weatherford TX 76086
(817)598-4220**

Date: April 20, 2018   Request for Proposal: 2018-019

Response Deadline Date and Time: **May 30, 2018 at 2:00 p.m., Local Time**

All Proposals must be received by the City of Weatherford (the City) at the specified location by the date and time cited above. Late Proposals will not be considered. The mere fact that the Proposal was dispatched will not be considered; the Respondent must ensure that the Proposal is actually delivered. Regardless of cause, late qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the Respondent's sole risk to assure delivery at the designated office by the designated time. Late Proposals will not be opened and may be returned at the expense of the Respondent or destroyed if requested.

A public opening of Proposals will occur at 2 p.m. on May 30, 2018. At the public opening, there will be no disclosure of contents to competing firms, and all Proposals will be kept confidential during the negotiation process, except for such disclosures as my be required under applicable law.

Solicitation packages can be obtained by downloading from the City Purchasing website: http://www.weatherfordtx.gov/654/Bid-Notices. Should you experience problems downloading the solicitation, contact the City Purchasing Coordinator, Cathy Coffman, via email at ccoffman@weatherfordtx.gov. All communications concerning this solicitation must be directed to the person identified within this solicitation in Section 4. Communications with other City staff may disqualify you from the evaluation process.

(ATTENTION RFP RESPONDENT – COMPLETE AND RETURN THIS COVER PAGE WITH PROPOSAL)

Respondent's Name: _____ (Please print or type company name)	Phone No.: _____
Email Address: _____	FAX No.: _____
Address _____ City_____ State_____ Zip_____	
By: _____ (Name of Authorized Agent)	Title: _____
Signature: _____	Date: _____

☐   Respondent **makes firm offer** that is not revocable within one-hundred-twenty (120) days after response deadline.

☐   Respondent **does not make an offer** in response to this invitation. Why did you not make an offer?

NOTE: ALL PROPOSALS ARE SUBJECT TO THE TERMS AND CONDITIONS HEREIN.

REQUEST FOR PROPOSAL SUMMARY SHEET

**Software and Implementation Services for a
Computer-Aided Dispatch and Records Management
Software System**

RFP 2018-019

The City invites interested firms to submit a Proposal for software and implementation services as described herein.

Structure of the RFP

For the convenience of the Respondent, this RFP is structured as follows:

Attachments (under separate cover)

Weatherford CAD RFP – Attachment A – Tab Forms
Weatherford CAD RFP – Attachment B – Requirements
Weatherford CAD RFP – Attachment C – Cost Worksheets

Software and Implementation Services for a
Computer-Aided Dispatch and Records Management

RFP 2018-019

1. INTRODUCTION

The City requests the submission of Proposals from qualified firms capable of satisfying the City's needs for software and professional services to implement a Computer-Aided Dispatch and Records Management Software (CAD/RMS) system. Respondent Proposals will be evaluated and ranked based on the criteria described in this RFP. If a system is available that meets the City's needs, the City may then enter into contract discussions with the Selected Respondent. This document provides information to assist Respondents in preparing their responses, and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the Respondent

- Specifies the desired format and content of Proposals in response to this RFP

- Outlines the City's evaluation and selection procedures

- Establishes a schedule for the preparation and submission of Proposals in response to this RFP

- Establishes a performance standard for the Selected Respondent

This RFP and the Selected Proposal in response to this RFP will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from, or in addition to, this RFP and the successful Proposal, as may be deemed necessary or advisable by the City.

2. BACKGROUND

2.1 About Weatherford: The City occupies a territory of approximately 27.04 square miles. Weatherford is located at the intersections of U.S. Highways 180 and 80, approximately 30 miles west of the City of Fort Worth and approximately 60 miles west of the City of Dallas. The City is situated such that it has maintained an independent identity from the Dallas–Fort Worth Metroplex (the Metroplex), yet its close proximity to this major urban area has had a direct effect. Residents find themselves able to achieve a rural lifestyle without sacrificing the conveniences and labor market of a major metropolitan area. Many Weatherford residents commute into the Metroplex to work. Much of the City's commercial and industrial growth is directly attributable to its relative location to the Metroplex. The City's major commercial and industrial employers find the City attractive because it offers the advantages of convenient access to the region's major transportation and shipping infrastructure without the disadvantages related to physically locating within a major urban area.

The Weatherford Police Department is directed to preserve law and order and enforce our society's laws and ordinances. It is our mission to create a high quality of life and provide a safe, secure and sanitary environment for the citizens of this community. The goal of the Department is to make the City of Weatherford a safer and better city in which to live, work and play.

The Weatherford Fire Department is a progressive organization comprised of professionals who have accepted the mission of delivering superior services to all they serve. The Vision of the Department is that they will be recognized as leaders in our profession and as role models in our community. The Department will continually strive to improve services by investing in all-inclusive training, comprehensive education, and state of the art equipment. The Department will stay true to its values and hold one another accountable in pursuit of excellence.

2.2 Current Software Environment:

2.2.1 CAD: CRIMES

2.2.2 RMS (Law Enforcement): CRIMES

2.2.3 RMS (Fire): FireHouse/ESO

2.2.4 Additional City Systems: In addition, the City uses multiple disparate applications to support core business processes. Additional systems and information may be found in Attachment B:

- Texas Crime Information Center (TCIC)
- National Crime Information Center (NCIC)
- National Data Exchange (N-DEx)
- Positron Viper
- Guardian 911
- TRAKiT
- Fleet-Genius
- Aladtec
- GEM 911
- E911 – NCT COG
- Active911
- NOAA
- CRIS CRASH
- LEADS Online
- CAD-to-CAD (One Solution)
- Incode - Tyler

2.3 Primary Objective: The City is planning to replace or upgrade its current CAD/RMS systems environments with a new integrated system, and to adopt systems functionality to support core processes. In doing so, the City seeks to address several challenges in the current environment, and meet certain goals and objectives in a potential future environment.

- City goals and objectives for a future environment include, but are not limited to:
  - o Minimize Project risk by ensuring that Project implementation staffing is sufficient to achieve Project success
  - o Streamline processes and go paperless as much as possible
  - o Ensure that sufficient training, communication, and change management planning are included as part of the project
  - o Ensure that integration and interfaces are in place to avoid duplicate entry into multiple systems
  - o Increase user access to system data
  - o Increase mobile access to the system, including easy access via smart phones and tablets
  - o Select a system with the flexibility to change processes as City priorities change
- Challenges in the current environment include, but are not limited to:
  - o There is duplicate entry into multiple systems throughout the City

- o There are many paper-based processes throughout the City
- o System functionality is inadequate to complete crucial City business processes

In order to address these challenges and others, as well to meet future objectives, the City has initiated a project to adequately plan for, select, and implement an upgraded or replacement CAD/RMS system. Section 3, Scope of Software and Services, outlines the features and functionality desired in a future system, as well as the professional services necessary to implement that system.

The primary objective is to procure, implement, and maintain a system or systems that mitigate the challenges listed above, allow for streamlined collection and processing of information, and facilitate standardization and timely access to information by maximizing the use of the new software system(s) capabilities.

3.   SCOPE OF SOFTWARE AND SERVICES

3.1 Functional Areas: The City requires functionality in a CAD/RMS system. The list of Functional and Technical Requirements/Capabilities contained in Attachment B contains the detailed functionality the City requires within each functional area in a future system(s).

Table 1: Functional Areas

No.	Functional Area
1	Computer-Aided Dispatch
2	Fire/Rescue Records Management
3	Law Enforcement Records Management
4	Mobile Capabilities

3.2 City and Project Staffing: The City intends to have both functional and technical resources available during Project implementation, however due to the nature of public safety operations the City does not anticipate being able to committee subject matter experts from the Police and Fire Departments to the implementation effort on a full-time basis. Additional resource planning will be done based upon the Selected Respondent. The City will utilize the response to Tab 4 of this RFP as an input into the Staffing Plan the City develops, and requests that Respondents clearly articulate estimated staffing considerations in their responses.

3.3 Number of Users: The user counts provided below represent the estimated **future users of a system** and provided for planning purposes only. It is anticipated that some users will use multiple modules, causing overlap in each functional area. The counts were broken down by functional area to allow Respondents to formulate responses based on each.

Table 2: Number of Users

No.	Functional Area	Total Users (per functional area)	Concurrent Users	View-Only Licenses
1	Computer-Aided Dispatch	20	6	10
2	Fire/EMS Records Management	60	10	10
3	Law Enforcement Records Management	100	70	10
4	Mobile Capabilities	130	70	10

The City estimates that the total number of licensed users may be around 160 and the total number of concurrent users to be around 60.

3.4 Functional Area Statistics: The following table contains functional area statistics of the City. These statistics are estimates and are provided for planning purposes only.

Table 3: Functional Area Statistics by User Group

No.	Functional Area/Metric	Statistic
	Police Department Staffing	
	Office Assistant (Part Time)	0
	Background Investigator (Part Time)	1
	Police Telecomm Officer (Part Time)	5
	Police Chief (Full Time)	1
	Police Commander (Full Time)	4
	Police Corporal (Full Time)	12
	Police Court Bailiff (Full Time)	1
	Police Deputy Chief (Full Time)	1
	Police Finance Specialist (Full Time)	1
1	Police Officer (Full Time)	30
	Police Plan & Dev Coord (Full Time)	1
	Police Prop & Evid Tech (Full Time)	1
	Police Records Clerk (Full Time)	3
	Police Sergeant (Full Time)	9
	Police TCO (Full Time)	11
	Police TCO/TAC (Full Time)	1
	Prop & Evidence Tech (Part Time)	0
	Reserve Police Officer (Paid) (Part Time)	2
	Reserve Police Officer (Non-paid) (Part Time)	5
	Fire Department Staffing	
	Battalion Chief (Full Time)	3
	Assistant Chief (Full Time)	1
	Deputy Fire Marshal (Full Time)	1
	Division Chief Of Training (Full Time)	0
2	Division Chief/Fire Marshal (Full Time)	1
	Driver/Engineer (Full Time)	12
	Firefighter-EMT (Full Time)	27
	Administrative Assistant II (Full Time)	1
	Fire Apparatus Mechanic (Part Time)	1
	Fire Chief (Full Time)	1

	Fire Captain (Full Time)	3
	Fire Lieutenant (Full Time)	9
3	**Locations**	
	Fire Stations	4
	Police Stations	1
	Other:	4
4	**Police Statistics (FY2017)**	
	Calls for Service	40,141
	911 Calls	17,141
	Citations Issued	4,183
	Traffic Stops	9,990
5	**Fire Statics (FY2016)**	
	Total Number of Incidents	5,069
	Total Fire Inspection Activities	954
	Overall Average Response Time	5 minutes and 5 seconds
	Average Number of Firefighters per Structure Fire	14.93
6	**Equipment**	
	Laptops	50
	Mobile Devices (tablets, cell phones)	80

3.5 **Deployment Model:** Through this RFP process, the City intends to solicit offers that best meet the functional and technical requirements, and evaluation criteria, presented in this RFP. The City will consider, in no particular order, offers for the following (given that CJIS compliance is met through any and all deployment models offerings):

a. On-Premise (locally hosted at the City, perpetual license)

b. Software as a Service (SaaS or subscription-based models)

c. Vendor-Hosted (hosted and managed by the Respondent, perpetual license)

Cost sheets have been provided under Attachment C for pricing the each of the deployment models. The City recognizes there are many factors contributing to a comparison of cost Proposals for these various deployment methods, including needed infrastructure, a particular Respondent's approach to managing upgrades, and technical staffing needs. It is well understood among the City Team that a "higher" cost from a SaaS vendor may be equalized by considering these other cost areas when comparing to an on-premise deployment. This solicitation is not a bid process, nor will it follow a lowest-priced responsive Proposal process, but will be based on most advantageous Proposal(s) utilizing the Evaluation Criteria listed in the RFP, including the review of life cycle costs (e.g., recurring costs, hardware, third-party licenses, etc.).

3.6 **Phasing:** The City intends to use a phased approach to the implementation of a new system. Respondents are encouraged to include any detailed assumptions related to the approaches in the response to Tab 5 of Proposals (See Section 5.10).

3.7 **Partnerships and Respondents of Subsets of Functionality:** As part of this process, the City will be allowing Respondents to submit point solutions (best-of-breed), and encourages Respondents to participate in this process in order to consider and evaluate a range of marketplace offerings.

The City does have a preference toward an end-to-end solution, but is willing to consider a best-of-breed

solution.

- Respondents are also encouraged to propose on a subset of functionality if the proposed software cannot provide functionality for all requested modules.
- The City will consider Respondents of a subset of functionality on the relative merit of the functionality proposed based on the evaluation criteria laid forth in this RFP, and reserves the right to enter into negotiations for one or more Respondents in order to achieve a "best-of-breed" solution.

Respondents are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP.

- Respondents engaged in a partnership relationship shall submit a single Proposal in response to this RFP.
- Partnership relationships shall be clearly defined by Proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor. It is expected that any item in the Proposal response guidelines that relates to an individual vendor's capabilities shall be responded to for each vendor in the partnership relationship.

3.8 Implementation Project Plan: As part of the <u>resulting</u> Project Scope, the Selected Respondent(s) must develop and provide the City with a detailed Implementation Project Plan. The City's expectation of the form and content of the Implementation Project Plan has been detailed in <u>Section 5.7</u>.

3.9 Training Plan: As part of the <u>resulting</u> Project Scope, the Selected Respondent will develop, provide, and manage a detailed plan for training. This Training Plan must include the information described below.

a. The role and responsibility of the software vendor and/or any subcontractors in the design and implementation of the Training Plan.

b. The role and responsibility of City staff in the design and implementation of the Training Plan.

c. Overview of proposed Training Plan/strategy, including options for on-site or off-site training services, for the core Project Team, end users, and technology personnel.

d. Detail description of full end-user training and the associated costs as indicated in Attachment C – Cost Worksheets.

e. Proposed training schedule for City personnel of various user and interaction levels.

f. Descriptions of classes/courses proposed in the Training Plan. (The Respondents should specify the unit of measure for its training, e.g., units, classes, days, and define the hours associated with these units of measure.)

- Respondents must be very clear about exactly what training model(s) are included in the cost of the Proposal made to the City and what training materials will be provided (e.g. train-the-trainer, end-user training).

g. The knowledge transfer strategy proposed to prepare City staff to maintain the system after it is placed into production.

h. Detailed description of system documentation and resources that will be included as part of the implementation by the Selected Respondent including, but not limited to, detailed system user manuals, "Quick Reference" guides, online support, help desk support, user group community resources, videos, and others as available.

It is the City's intention that the Selected Respondent will coordinate the training of City personnel in the use of its application and that satisfactory implementation of an approved Training Plan will be a key component of this Project's deliverables. Documentation, including training manuals and agendas,

should be provided by the Selected Respondent before each training session with City staff.

3.10 System Interface Plan: As part of the <u>resulting</u> Project Scope, the Selected Respondent will develop and provide a detailed System Interface Plan that contains the proposed strategy for interfacing to all applications described in the Interfaces section of Attachment B, Functional and Technical Requirements.

3.11 Testing and Quality Assurance Plan: As part of the resulting Project Scope, the Selected Respondent will develop and provide a Testing and Quality Assurance Plan that describes all phases of testing that may be used, including any or all of the following: unit, system, interface, integration, regression, parallel, and user acceptance testing. It is the City's expectation that the Testing and Quality Assurance Plan govern all phases of the Project, and that the Selected Respondent will also provide assistance during each testing phase involving City users. The City does not require that the Selected Respondent facilitate the user acceptance testing process, but would expect Respondent input leading up to user acceptance testing and assistance with reconciling any errors/configurations to the system as a result of the testing.

3.12 Pre- and Post-Implementation Level of Support: As part of the resulting Project Scope, the Selected Respondent will develop and provide a Pre- and Post-implementation Support Plan that describes the approach to software support during the implementation and after go-live.

3.13 System Documentation: As part of the resulting Project Scope, the Selected Respondent will develop and provide documentation that describes the features and functions of the proposed application software. The City does not require that the System Documentation be developed specific to the City configuration unless no such documentation exists for the Respondent's client base. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The Selected Respondent shall provide documentation in web-based and PDF forms for each application module.

3.14 Warranty: A comprehensive warranty in form and content satisfactory to the City is sought for all software and implementation services covered by this RFP. Respondents shall price the software and services to recognize these warranty provisions. The extent of, and proposed terms of, the warranty coverage may be evaluated by the City as a part of the overall procurement process.

3.15 Source Code: The preference is that an escrow option be made available, but the City understands that it may not be available for some deployment methods. If a Respondent is unable to provide escrow to the City, this should be noted in the Exceptions taken to the RFP and an explanation shall be offered.

The Selected Respondent shall place source code for the software modules licensed by the City in escrow with an independent, mutually acceptable third-party escrow service provider (with which a separate escrow agreement will be entered into by the City with all related costs paid by the Respondent). The source code shall be kept current with the releases/version of the software in live use at the City. The source code shall revert to the City for the City's use if the Respondent goes out of business, files for bankruptcy or protection from creditors in a court of law, or otherwise fails to satisfy its obligations relating to such software. The City shall then have full rights to use the source code for any purposes other than resale.

Within thirty (30) calendar days of the Respondent going out of business or no longer supporting the software being licensed, the Respondent shall provide appropriate source code to the City. The same applies if the Respondent is merged or acquired by another entity and the software is no longer supported. Once the City obtains the source code, it shall be the property of the City, and there shall not be any additional fees due.

4. <u>QUESTIONS</u>

Questions shall be submitted in writing via email to [phuntley@berrydunn.com.](mailto:phuntley@berrydunn.com) All questions concerning the RFP must reference the page number, section heading, and paragraph, if applicable. Oral communications will not be accepted.

Vendors shall not contact City staff directly with any questions or inquiries. Unauthorized contact with any personnel of the City may be cause for rejection of the Respondent's response. The decision to reject a Proposal is solely that of the City.

4.1 **Amendments and Addenda:** All clarifications and RFP revisions will be documented in an addendum, which will be publicly published to the City website. The City will attempt to publicly publish periodic addenda on a timely basis between the RFP Publish Date and following the deadline for questions. Only questions and answers documented in an addendum shall be considered as part of the RFP. Each addendum issued will contain an acknowledgement form that shall be signed and returned with Respondents' responses. The City reserves the right to revise the RFP prior to the deadline for Proposal submissions.

4.2 **Pre-Proposal Respondent Teleconference:** A Pre-Proposal Respondent Teleconference will be held on May 2, 2018, at 10:30am (CST).

Respondents that are interested in participating in the Pre-Proposal Respondent Teleconference shall contact the RFP Point of Contact in writing to request the teleconference information.

The format of the Pre-Proposal Respondents Teleconference will be an overview presentation of the RFP, its contents, the [RFP Schedule of Events](#), and additional topics. Following the presentation, Respondents will be able to ask questions related to the RFP or the overall process. The City will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Respondents Teleconference, the City may post on its website an addendum with material questions asked and their respective answers.

Participation in the Pre-Proposal Respondents Teleconference is **not mandatory**.

5.   PROPOSAL SUBMISSION REQUIREMENTS

The following instructions must be followed by Respondents submitting Proposals:

5.1   Hard Copy Proposals: Respondents shall submit one (1) version of the Technical Proposal and one (1) version of the Price Proposal in separate three-ring binders with tab separators, clearly marked "Original." Technical Proposals shall not include extraneous marketing materials.

5.2   Electronic Media Proposals: Respondents shall submit electronic versions of the Technical Proposal and electronic versions of the Price Proposal on separate removable devices (e.g., thumb drive, CD).

- Attachment A provided as part of this RFP shall be returned in Adobe PDF format.
- Attachments B and C provided as part of this RFP shall be returned in MS Excel format.
- All other materials submitted shall be returned in searchable Adobe PDF format.

5.3   File Name Convention: Proposal files submitted electronically shall be labeled with file names that follow the format provided. **Samples** are provided below:

- "(Vendor Name) Technical Proposal"
- "(Vendor Name) Proposal Response to Attachment A"
- "(Vendor Name) Proposal Response to Attachment B"
- "(Vendor Name) Proposal Response to Attachment C"
- Any additional documentation provided shall be provided as Appendices and similarly titled (e.g., "[Vendor Name] Appendix 1 – [Appendix Document Title]").

5.4   Delivery/Mailing Instructions: Sealed Proposals shall be clearly labeled on the outside of the packaging with the RFP Title and RFP Number. The mailing address for Proposals is contained in the following table.

Table 4: Proposal Mailing Addresses

Mailing Address
City of Weatherford
RFP # 2018-019
Attn: Purchasing Department
303 Palo Pinto
Weatherford TX 76086

5.5   Proposal Organization Guidelines: The following table contains the organization guidelines for Proposal responses. In preparing Proposal responses, **Respondents are instructed to insert the completed Tab forms (Attachment A) in the corresponding Tab sections as a part of their response to the Technical Proposal.** The following sections contain additional requirements related to the

Technical Proposal in addition to the information captured through Attachment A.

Table 5: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section	RFP Sec. No.
Tab 1	Company Introduction	5.6
Tab 2	Software Solution	5.7
Tab 3	Project Approach and Implementation Methodology	5.8
Tab 4	Key Proposed Personnel and Team Organization	5.9
Tab 5	Project Schedule	5.10
Tab 6	System and Application Architecture	5.11
Tab 7	Software Hosting	5.12
Tab 8	Testing and Quality Assurance Plan	5.13
Tab 9	Data Conversion Plan	5.14
Tab 10	Training Plan	5.15
Tab 11	Ownership of Deliverables	5.16
Tab 12	References	5.17
Tab 13	Response to Narrative Questions	5.18
Tab 14	Exceptions to Terms and Conditions	5.19
Separate Cover	Functional and Technical Requirements Response	5.20
Separate Cover	Price Proposal and Payment Terms	5.21

There is no express or implied obligation for the City to reimburse Respondents for any costs or expenses incurred in preparing Proposals in response to this RFP, and the City will not reimburse Respondents for these costs or expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentations, or to procure a contract for these Services. The City is not responsible for any cost(s) incurred by a Respondent in preparing and/or submitting a Proposal in response to this RFP. The City will also not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the Respondent's products and services.

5.6 **Tab 1: Company Introduction:** The first tab of the Proposal should contain the following information:

A. The Transmittal Letter: Printed on letterhead and signed by an authorized representative of the Respondent, such as the owner, partner, or in the case of a corporation, the president, vice president, secretary, or other corporate officer(s).

B. Company Background and History: Respondents shall include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in Section 3.0, Scope of Software and Services.

C. Subcontractors: If a Proposal with subcontractors is selected, the Respondent must provide the following information concerning each prospective subcontractor within five (5) working days from the date of the City's request:

   i. Complete name of the subcontractor

   ii. Complete address of the subcontractor

iii. Type of work the subcontractor will be performing

iv. Percentage of work the subcontractor will be providing

v. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered or qualified to do business in the State of Texas (the State) and, if applicable, holds a valid business license

vi. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the Services required by the contract, that such subcontractor is able to satisfy the applicable insurance, confidentiality, conflict of interest, and other applicable requirements

D. A completed response to the Tab 1 information contained in Attachment A.

5.7 **Tab 2: Software Solution:** The second tab of the Proposal should include:

A. A summary description of the capabilities for each functional area identified in Table 1 in narrative format.

i. The purpose of the summary is so that the City has a high-level understanding of the proposed solution. The narrative should be written for an audience of the end-user community.

ii. Marketing materials should not be submitted on the proposed functionality.

B. A completed response to the Tab 2 information contained in Attachment A.

C. Any other information that may be relevant and useful to the City.

5.8 **Tab 3: Project Approach and Implementation Methodology:** The third tab of the Proposal should include:

A. A comprehensive description of the proposed implementation methodology and approach for the Project.

B. Deployment: If the Respondent is proposing a traditional City-hosted model, and a vendor-hosted and/or a subscription-based solution, a detailed narrative description of how the implementation approach will vary between the deployment methods should be included.

C. Go-Live Support: Respondents should describe what level of pre and post go-live support is available under the proposed fee structure. If varying levels of support are available, this section of the Respondent's response should clarify these potential support services and highlight the level of support that has been proposed.

D. A completed response to the Tab 3 information contained in Attachment A.

E. Any other information that may be relevant and useful to the City.

F. Sample Resource Management Plan: Respondents are encouraged to submit a sample as part of the response to this tab.

G. Sample Contract: This tab shall include a sample software and licensing agreement and/or professional services agreement.

H. Sample Implementation Project Plan: Respondents shall also include a sample Project Plan that details the approach. The following information provides an expectation on the organization and content of the Project Plan that will be developed as part of the Project with the Selected Respondent:

- **Project Objectives:** This section of the Implementation Project Plan should include overall Project objectives.

- **Project Deliverables and Milestones:** This section of the Implementation Project Plan should include a list of deliverables and milestones of the Project, and for each deliverable or milestone, this section should describe exactly how and what will be provided to meet the needs of the City.

- **Project Schedule (Project Management Software):** This section of the Implementation Project Plan should identify the dates associated with deliverables and milestones. In addition, this section should reflect Project predecessors, successors, and dependencies. The City requires the use of Project management software (such as Microsoft Project) to develop and maintain the Project Schedule, Resource Plan, and Gantt chart.

- **Status Reporting:** This section of the Implementation Project Plan should describe the approach the Respondent will use to provide status reports throughout the course of the Project. This section should include an example of the biweekly or weekly status report and identify the expected delivery mechanism that will be used to provide the report to the City.

- **Project Management Processes, including:**
  - **Resource Management:** This section should describe City resources, Respondent resources, and the overall Project team structure, including an organizational chart. Roles identified for the Respondent, its subcontractors, and the City should also include a detailed description of the responsibilities related to the identified role, as well as the communication process for each Party.

  - **Scope Management:** The approach the Respondent will use in order to manage Project Scope and the process used to request changes to Project Scope. It is the City's desire to use the proposed software system "as is" and, as such, any changes must be reviewed and approved by the City Implementation Project Team.

  - **Schedule Management:** The approach the Respondent will use in order to manage the Project Schedule and the process used to submit requested changes to the schedule. The Respondent must ensure that the Project Schedule is kept current and report any missed milestones to the City.

  - **Risk Management:** The approach the Respondent will use to document existing Project risks, provide recommendations for mitigating the risk, and how this will be communicated to the City Implementation Project Team. As part of the Project Scope, the Respondent will develop and maintain a documented Risk Register. Such Risk Register will be maintained in a centrally accessible location (e.g., Project portal) and be regularly updated. For each risk identified, the Respondent shall be responsible for developing an impact summary and a mitigation strategy in a timely fashion.

  - **Quality Management:** The approach the Selected Respondent will use to assure that all written deliverables have received appropriate reviews for quality before being submitted to the City.

  - **Communication Management:** The approach the Selected Respondent will use to provide a detailed Communication Plan that includes discussion of key implementation metrics that will be used to track progress; types of communication methods (e.g., memo, email, one-on-one meetings, Project Team meetings, stakeholder group meetings, online web progress reporting tools) that the Respondent will use; frequency of these communications; and key vendor points-of-contact with overall responsibility for

ensuring these communications are provided as scheduled. The City also expects that the Selected Respondent will make key personnel and staff available for certain meetings, either on-site or via teleconference or web conference, that may be required should major issues arise during the implementation that significantly impact the schedule, or budget, of the selected system.

- ▪ **Organizational Change Management:** This section should describe the process, tools, and techniques the Selected Respondent will use to manage the people-side of change.

5.9   **Tab 4: Key Proposed Personnel and Team Organization:** The fourth tab of the Proposal should include:

A. The structure of the proposed Respondent Implementation Project Team

B. A completed response to the Tab 4 information contained in Attachment A.

C. Any other information that may be relevant and useful to the City.

D. Detailed information on the anticipated level of effort required of the City Implementation Project Team during the implementation process. This shall include any assumptions surrounding the number of staff involved in the Project on a day-to-day basis, as well as the amount of time staff may expect to spend committed to the implementation effort during various phases.

The City reserves the right to require that background checks be conducted on any and all individuals conducting work as either employees or independent contractors of the Respondent, or who are otherwise providing services on the Respondent's behalf in connection with the Project including, without limitation, employees and independent contractors of any third-party companies or firms included in a Respondent's Proposal.

5.10   **Tab 5: Project Schedule:** As part of the fifth tab of the Proposal, Respondents shall include:

A. A proposed Project Schedule, including the recommended Implementation Plan.

    i. The proposed Project Schedule should include major milestones, activities, and timing of deliverables.

    ii. The Project Schedule shall be in a Gantt chart format developed in a project management software compatible with Microsoft Project.

B. A completed response to the Tab 5 information contained in Attachment A.

C. Any other information that may be relevant and useful to the City.

5.11   **Tab 6: System and Application Architecture:** The sixth tab of the Proposal shall include:

A. A description of the proposed system and application architecture.

B. A completed response to the Tab 6 information contained in Attachment A.

C. Any other information that may be relevant and useful to the City.

5.12   **Tab 7: Software Hosting:** The seventh tab of the Proposal shall include:

A. A full description of the Respondent's technical and operational capabilities for software hosting.

B. A completed response to the Tab 7 information contained in Attachment A.

C. Any other information that may be relevant and useful to the City.

5.13 Tab 8: Testing and Quality Assurance Plan: The eighth tab of the Proposal should include

    A. The proposed Testing and Quality Assurance Plan. This plan should be based on the Respondent's standard approach for achieving quality assurance.

    B. A completed response to the Tab 8 information contained in Attachment A.

    C. Any other information that may be relevant and useful to the City.

5.14 Tab 9: Data Conversion Plan: The ninth tab of the Proposal should include

    A. The proposed Data Conversion Plan that will ensure the City's data is transferred to the new system.

        i. The plan shall include estimated work levels, as well as roles and responsibilities related to data conversion, for both the City and the Respondent, organized by module.

    B. A completed response to the Tab 9 information contained in Attachment A.

    C. Any other information that may be relevant and useful to the City.

The City would like to understand how the Respondent will approach implementing the data conversion plan, and what processes will be undertaken by the Respondent's Implementation Project Team to convert existing data, as well as to interface with identified source systems.

- The City expectation is that data conversion shall occur when migrating to the new application.
- The Respondent is expected to assist the City in the conversion of data to the new system.
- It is expected that the City will be responsible for data extraction from current systems and data scrubbing, and that the Selected Respondent shall be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s). Respondents should plan to have converted data ready for the User Acceptance Testing phase of the Project.

5.15 Tab 10: Training Plan: The tenth tab of the Proposal should include:

    A. The proposed Training Plan and approach. It is the City's intention that the Selected Respondent will coordinate the training of City personnel in the use of its application and that satisfactory implementation of an approved Training Plan will be a key component of the Project's deliverables.

    B. A completed response to the Tab 10 information contained in Attachment A.

    C. Any other information that may be relevant and useful to the City.

5.16 Tab 11: Ownership of Deliverables: As part of the eleventh tab, Proposals should:

    A. Identify the ownership of each Project deliverable. Ownership should be identified using the roles described in the Forms document. The resource hours provided as part of Tab 4 should be appropriate based on the roles identified for each Project deliverable listed in Attachment A, Tab 11.

    B. A completed response to the Tab 11 information contained in Attachment A.

    C. Any other information that may be relevant and useful to the City.

5.17 Tab 12: References and Site Visits: The twelfth tab of the Proposal should include:

    A. A completed response to the Tab 12 information in Attachment A containing identification of the Respondent's references for the Project. The response should also include the contact information for three (3) similarly sized City/municipal governments with which the City may conduct site visits.

5.18 Tab 13: Responses to Narrative Questions: The thirteenth tab of the Proposal should include

    A. The Respondent's responses to the narrative questions (Tab 13) listed in Attachment A.

5.19 Tab 14: Exceptions to Terms and Conditions: The fourteenth tab of the Proposal should include:

    A. Any exceptions the Respondent takes to the RFP requirements as provided herein and terms and conditions of this RFP. The Respondent shall describe exceptions and identify their impact to the City, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. The Respondent should identify the areas where it feels the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The City reserves the right to disallow exceptions it finds are not in the best interests of the City. Any and all exceptions must be identified and fully explained in the submitted Proposal. It is the City's intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

    B. Note: Exception to the payment and retainage schedule to be provided with the Pricing Proposal.

5.20 Separate Cover: Functional and Technical Requirements Proposal: The Respondent's Functional and Technical Requirements Proposal should include the proposed capability to provide the City's requirements as defined in Attachment B, Functional and Technical Requirements.

    A. When providing responses to the requirements in Attachment B, Respondents shall use the response indicators contained in Table 6.

    B. Respondents are instructed to enter one response indicator in response to each requirement. Responses to an individual requirement that contain more than one indicator (e.g., C/T) will be treated as a response of "N."

    C. The response to Attachment B shall be provided in MS Excel format.

Table 6: Requirements Response Indicators

Indicator	Definition	Instruction
S	**Standard:** Feature/Function is **included in the current software release** and will be implemented by the planned phase go-live date as part of the Proposal from vendors in accordance with agreed-upon configuration planning with the City.	Respondents are encouraged, but not required, to provide additional information in the Comments column to further demonstrate the system's ability to meet the requirement.
F	**Future:** Feature/Function **will be available in a future software release** available to the City by October 1, 2018, at which point it will be implemented in accordance with agreed-upon configuration planning with the City.	If a response indicator of "F" is provided for a requirement that will be met in a future software release, the Respondent shall indicate the planned release version, as well as the time the release will be generally available.

C	**Customization:** Feature/Function is **not included** in the current software release, and is not planned to be a part of a future software release. However, **this feature could be provided with custom modifications.** All related customization costs should be indicated in the Comments column next to the feature/function, and the total cost included in Attachment C – Cost Worksheet.	If a response indicator of "C" is provided for a requirement that will be met through a custom modification, the Respondent shall indicate the cost of such a modification.
T	**Third Party:** Feature/Function is **not** included in the current software release, and is **not** planned to be a part of a future software release. However, this feature could be **provided with integration with a third-party system.** This system should be specified.	If a response indicator of "T" is provided for a requirement that will be met by integration with a third-party system, the Respondent shall identify this third-party system and include a cost Proposal to secure this system.
N	**No: Feature/Function cannot be provided.**	N/A

D. If a Respondent is not proposing on certain functionality, a response of "No Bid" shall be provided for all applicable areas.

E. As part of the resulting Project Scope, the Selected Respondent will develop and provide a detailed System Interface Plan that contains the proposed strategy for interfacing to all applications described in the Interfaces section of Attachment B, Functional and Technical Requirements.

5.21 Separate Cover: Price Proposal and Payment Terms: The Respondent's Price Proposal should be provided under separate cover from all tabs of the Respondent's Technical Proposal. The Price Proposal shall consist of three sections:

1. The completed Cost Worksheets as contained in **Attachment C.** Respondents shall not modify the worksheets in any way.

2. The Respondent's standard travel and expense policy.

3. The Respondent shall provide a brief statement of agreement with the Payment and Retainage terms identified below. If a Respondent does not agree with all items, a description should be provided of those items for which exception is taken.

The City understands that there will be potentially four types of costs that are associated with procuring a new system: software licensing, implementation services, annual maintenance costs, and annual subscription costs. In the following subsections, each type of cost is defined and the City's expectations for payments and retainage associated with these costs are described.

a. Software Licensing Cost: Software license costs include all costs related to licensing the software application and include third-party software license fees, where applicable. In presenting software license fees, the Respondent shall:

- Explain all factors that could affect licensing fees in the Vendor Notes of **Attachment C**

- Make clear the extent of any implementation services that are included in the license fees (e.g., installation, configuration, training)

- To the extent possible, show any applicable discounts separately from the prices for products and services

The City expects a milestone-based payment schedule for software licensing, with clearly defined acceptance criteria for each milestone.

- Potential milestones including Project Kickoff, Initial System Implementation, System Configuration, Approval of Go-Live, and Acceptance of System. The City expects that licensing for any software modules will not be payable until such time as the associated Project phase for that module begins. For example, if Module X is a part of a potential phase II to the Project, the City would expect to have payment milestones for Module X begin with the phase kickoff for phase II.

- The Respondent shall also describe its typical milestone-based payment schedule for software licensing as part of its Price Proposal.

b.   Implementation Services Cost: Implementation service costs include all costs related to implementation, configuration, data conversion, customization, and training.

- The City prefers that implementation service costs are proposed as "not-to-exceed" amounts and the City will be charged for services as incurred up to the not-to-exceed amounts. Establishment of a not-to-exceed amount does not obligate the City to expend the full amount.

- The City prefers that services be invoiced on a deliverable, phased, or milestone basis with clearly defined acceptance-based criteria.

- The City expects that fifteen percent (15%) of the implementation service costs will be retained (as a "hold-back") per phase until successful phase completion, and the City's written acceptance.

Costs for the proposed solution should be submitted on the Cost Worksheet (Attachment C). It is important to note the following:

- The Respondent shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications.

- In the event the product or service is provided at no additional cost, the item should be noted as "no charge."

- In the event the product or service is not being included in the Proposal, the item should be noted as "No bid."

- The Respondent shall make clear the basis of calculation for all fees and costs.

- All estimated travel expenses and related out-of-pocket costs must be included in the Respondent's price cost. The City will not make a separate payment for reimbursable expenses. The City shall not be liable for additional travel costs or out-of-pocket costs incurred for any reason outside the City's control. Travel expenses will be paid as incurred on a monthly basis.

c.   Annual Maintenance Cost: Annual maintenance costs include the annual maintenance and support fees for the application environment. The City expectation is that it will not pay maintenance fees on functional areas being implemented until formal City acceptance has been provided to approve live processing for the associated Project phase. For example, the annual maintenance fees associated with the payroll module will be paid upon City acceptance of the Project phase associated with the payroll module. Upon final system acceptance, the City expects that maintenance fees will be invoiced on an annual basis for all system modules based on the anniversary of system acceptance. The City expects software maintenance costs will not increase in the first five (5) years upon go-live operation.

All costs for any version updates and enhancements/patches are to be included and covered in the annual maintenance fees.

Unless a standard offering bundled into recurring maintenance/hosting fees or otherwise included in scope of the Proposal, Respondents shall separately list any disaster recovery, enhanced support, or annual hosting server upgrade or other costs as optional.

d. **Ongoing Software Subscription Cost (if SaaS deployment):** Ongoing software subscription costs include the annual payments for access to the software, hosting costs, backup costs, and potentially disaster recovery provisions. The City expects that subscription costs for software modules will not be payable until such time as the associated Project phase for that module begins. For example, if Module X is a part of a potential phase II to the Project, the City would expect to have payment for Module X begin with the phase kickoff for phase II. The City expects to be informed of any rate of increases in these costs over the first ten (10) years and also prescribed availability and performance metrics.

6. EVALUATION PROCESS AND CRITERIA

6.1 Evaluation Process: The following subsection outlines the intended Proposal evaluation process the City has identified. The City reserves the right to deviate from this process at its own discretion, and to (i) negotiate any and all elements of the RFP, (ii) amend, modify, or withdraw the RFP, (iii) revise any requirements under the RFP, (iv) require supplemental statements of information from any Respondent, (v) extend the deadline for submission of Proposals, (vi) cancel, in whole or part, this RFP if the City deems it is in its best interest to do so, (vii) request additional information or clarification of information provided in any Proposal without changing the terms of the RFP, (viii) waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Respondent; and/or (ix) award the contract without written or oral discussions with any Respondents. The City may exercise the foregoing rights at any time without notice and without liability to any Respondent, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

The City reserves the right to reject any or all Proposals or parts of Proposals, to accept part or all of Proposals on the basis of considerations other than lowest cost, and to create a Project of lesser or greater expense than described in this RFP or the respondent's reply, based on the component prices submitted. The City reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the City.

6.1.1 **Vendor Shortlist:** The City Evaluation Committee will initially review and evaluate each Proposal received to determine the Respondent's ability to meet the requirements of the City. The evaluation criteria described in Section 6.3 will be the basis for evaluation. The Evaluation Committee will determine the Respondents best suited to meet the needs of the City based on the scoring of the evaluation criteria. These Vendors will form the Vendor Shortlist.

6.1.2 **Vendor Demonstrations:** The City, at its sole discretion, reserves the right to have system demonstrations with those Respondents on the Vendor Shortlist, or any other Vendor. Any such demonstrations will be conducted at City offices. Demonstrations will involve a scripted demonstration. The schedule, detailed demonstration scripts, and demonstration requirements will be provided with the invitation to participate in demonstrations.

A Pre-Demonstration Teleconference will take place for those Respondents that have been shortlisted, and Respondents will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. Vendors that are invited to participate in demonstrations are advised that the provided demonstration scripts must be strictly

adhered to while presenting. Optional modules or functionality shall not be presented if they fall outside the scope of requested functionality or that functionality that has been proposed by the Respondents. Evaluation Committee members will view the demonstrations, and additional City staff may also be in attendance to observe and provide informal feedback. The City may elect, at its sole option, not to conduct discussions or demonstrations with respondents.

6.1.3 **Reference Checks:** The City will employ a process of contacting references provided through Respondents' Proposals. This process may include teleconference meetings, web conferences, and in-person meetings with references. The City reserves the right to conduct reference checks at any point in the evaluation process.

6.1.4 **Best and Final Offer and Request for Clarification:** A Best and Final Offer process may be initiated if it is determined to be in the best interest of the City. Such process may be initiated following the identification of the Vendor Shortlist or at any other evaluation process step. Additional processes of scope and cost clarification may be employed as part of the evaluation process if it is deemed to be in the City's best interest.

6.2 **Clarification and Discussion of Proposals:** The City may request clarifications and conduct discussions with any Respondent that submits a Proposal, including requesting additional information. The City reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by the City Evaluation Committee, which will best serve the City business and operational requirements, considering the evaluation criteria set forth below. Respondents shall be available for a system demonstration to City staff on dates specified in Table 11 or as otherwise requested by the City if selected for system demonstrations. Failure of a Respondent to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the Proposal. Clarifications may not result in a material or substantive change to the Proposal. The initial evaluation may be adjusted because of a clarification under this section. The City reserves the right to waive irregularities in the Proposal content or to request supplemental information from Respondents.

6.3 **Evaluation Criteria:** As described in the preceding Evaluation process subsection, the City intends to follow an iterative approach to scoring based on key evaluation activities. The City hereby reserves the right to evaluate, at its sole discretion, the extent to which each Proposal received compares to the stated criteria. Vendor Proposals shall be evaluated in accordance with the following criteria, subject to variation at the sole discretion of the City:

6.3.1 **Short-List Identification:** The City intends to utilize the criteria presented in Table 7 following the Evaluation Team's review of Proposals. Each Proposal will be eligible to be awarded up to 100 points at this stage.

Table 7: Short-List Identification Criteria

Criteria	Description	Max Points
Functionality	This criterion considers, but is not limited to, the following: • The Respondent's written responses to the Functional and Technical Requirements for proposed functional areas. • The ability for the proposed software to integrate with the City's systems environment.	35
Technical	This criterion considers, but is not limited to, the following: • Alignment of the proposed software to the City's preferred technical specifications.	15

Criteria	Description	Max Points
	• The Respondent's written response to each potential interface. • The level of integration among proposed functional areas.	
Approach	This criterion considers, but is not limited to, the following: • The described approach to implement an enterprise system to achieve the City's goals and objectives. • The alignment of the proposed implementation timeline to the City's desired timeline milestones. • The distribution of implementation tasks among City and Vendor Project Implementation Teams. • The proposed resources hours among City and Vendor Project Implementation Teams. • The Respondent's approach to key implementation tasks, including but not limited to data conversion, testing, and training. • The Respondent's planned ongoing support and maintenance services.	20
Vendor Experience	This criterion considers, but is not limited to, the following: • The Respondent's experience delivering the services requested in the RFP. • The Respondent's experience with similar implementations for comparable organizations. • The Respondent's experience deploying comparable interfaces to the City's related applications.	15
Proposed Staff Experience	This criteria considers, but is not limited to, the following: • The experience of named staff delivering the services requested in the RFP. • The experience of named staff with similar implementations for comparable organizations. • The qualifications of named staff to deliver the services requested in the RFP with a focus on business process optimization.	15

6.3.2   Finalists Identification: The City intends to utilize the criteria presented in Table 8 following the demonstrations by Short-List Vendors. Each Proposal will be eligible to be awarded up to 30 points at this stage.

Table 8: Finalist Identification Criteria

Criteria	Description	Max Points
Functionality Demonstrated	This criterion considers new information learned through vendor demonstrations, including but not limited to: • The demonstrated user interface. • The alignment of demonstrated functionality with preferred business processes.	15
Technical Capabilities	This criterion considers new information learned through the Technical Discussion as part of vendor demonstrations as well as	5

Criteria	Description	Max Points
	other sessions.	
Approach Discussion	This criterion considers new information learned through the Implementation Approach Discussion as part of vendor demonstrations, as well as other sessions.	5
Experience Discussion	This criterion considers new information learned through the Company Overview Discussion as part of vendor demonstrations, as well as other sessions.	5

6.3.3   Preferred Vendor Identification: The City intends to utilize the criteria presented in Table 9 following the completion of reference checks and any site visit. Each Proposal will be eligible to be awarded up to 30 points at this stage.

Table 9: Finalist Identification Criteria

Criteria	Description	Max Points
Comparable References	This criterion considers the relevance of references related to organization size, comparable scope, similar software version, and deployment model.	10
Reference Feedback	This criterion considers the feedback received from references related to the Respondent's performance in the implementation, including meeting Project objectives and timelines, as well as the knowledge, skills, and experience of implementation staff; capabilities of the software; and ongoing vendor performance with support and maintenance.	20

6.3.4   Cost Point Allocation: The City will evaluate cost Proposals based upon this criteria. Cost points will be applied at the timing determined by the Evaluation Team. Cost points may be refined or replaced in the event of a subsequent Request for Clarification or Request for Best and Final Offer. Each Proposal will be eligible to be awarded up to 40 points for cost.

Table 10: Cost Point Criteria

Criteria	Description	Max Points
Cost	This criterion considers, as applicable, the price of the software license/subscription schedule, services, and terms of any offered ongoing maintenance and support (including applicable service level agreements, disaster recovery, etc.) proposed in response to the information solicited by this RFP. Respondents will be evaluated on their pricing scheme, as well as on their price in comparison to the other Respondents. In evaluating cost, the City will evaluate on a fully loaded ten year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase/subscription and implementation costs; ongoing support and service costs; hardware costs; hosting and associated hardware support costs. The City reserves the right	40

Criteria	Description	Max Points
	to add their own estimates of the costs (including any anticipated savings) associated with the required level of internal staffing (business users and IT staff) for implementation and for ongoing support, hardware and overhead costs and savings, and may rely on the Respondent's resource estimates as a basis for their calculations.	
	In evaluating cost proposals, the City will consider costs for similarly deployed models. That is to say, the City will compare Subscription based cost proposals against other Subscription based cost proposals; on premise cost proposals against other on premise cost proposals; etc.	
	Vendors of point solutions will be compared against other Proposals for the respective functional area group.	

6.3.5   **Note:** The Respondent is cautioned that it is the Respondent's sole responsibility to submit information related to the evaluation categories. The City is under no obligation to solicit such information, if it is not included in the Respondent's original Proposal. Failure to provide such information may have an adverse impact on the evaluation of the Respondent's Proposal.

7.   RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the best estimate of the schedule the City will follow. Any significant change to the schedule will be published via RFP addendum.

Table 11: RFP Schedule of Events

Event	Estimated Date
Request for Proposals Published	Friday, April 20, 2018
Pre-Proposal Respondent Teleconference	Wednesday, May 2, 2018, at 10:30 a.m.
Deadline for Questions From Respondents	Wednesday, May 9, 2018, at 4 p.m.
Deadline for Proposal Submissions	Wednesday, May 30, 2018, at 2:00 p.m.
Vendor Demonstrations	Weeks of July 30 and August 6, 2018
Recommendation to City Council	September 2018

8.   TERMS AND CONDITIONS

The following terms and conditions apply to this RFP solicitation process, and will be incorporated into the resulting contract as applicable.

8.1   **Contract Type:** The contract resulting from this RFP shall be in form and content satisfactory to the City and shall include, without limitation, the terms and conditions provided for in this RFP and such other terms and conditions as the City deems necessary and appropriate. The standard of performance for the contract resulting from this RFP shall be in accordance with the highest applicable standards in the software industry. The contract resulting from this RFP shall include professional and implementation services on a not-to-exceed basis, and the software licensing on a fixed-fee basis. The initial contract price will be based on prices submitted by the Selected Respondent, subject to contract negotiations with the City, and shall remain firm for the initial term of the contract.

8.2 **Contract Term/Termination:** The resulting contract shall be effective upon the date the contract is signed by both the City and the Respondent and shall expire upon completion of the Services covered by the contract. The resulting contract may be terminated by the City upon thirty (30) days written notice of such termination. In the event of the City's termination of the resulting contract, there shall be no further obligation on the part of the City to the Respondent save and except for payment of sums due and owing for expenses and work incurred by the Respondent prior to the date of termination, minus any City incurred damages if such termination is for cause. In the event of any termination, the Respondent shall agree to cooperate in connection with any necessary transition services and shall be reimbursed for such transition services at the Respondent's standard rates. The beginning of the term of any licensing or subscription fees for software may be subject to the negotiation of the City and the Respondent, such that they do not coincide with the contract execution date.

8.3 **Payment Terms:** Respondents are directed to Section 5.21 for additional information related to the City's preferred payment terms.

8.4 **No Obligation, Right of Rejection, and Multiple Award:** The inquiry made through this RFP implies no obligation on the part of the City. This RFP does not constitute an offer or a contract with any Respondent or other party.

The City reserves the right to reject any or all Proposals, in whole or in part, or to accept or reject all or any part of any Proposal. Proposals deemed to be received from debarred or suspended Vendors will be rejected. The City may reject any Proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP. The City further reserves the right to award all, part, or none of the components/functional areas included in this RFP. In addition, the City reserves the right to make one or more awards to competing Respondents for subsets of functionality as a result of this RFP.

The City reserves the right to reject any Proposal determined to be nonresponsive. The City reserves the right to negotiate with any or all Respondents with respect to any or all terms of a Proposal or Contract, including but not limited to the fees. The City also reserves the right to refrain from making an award if it determines it to be in its best interest. The City reserves the right to abandon the Project and/or to re- advertise and solicit other Proposals.

8.5 **Contract Changes:** Written requests for price changes in a resulting term contract after the firm price period must be submitted in writing to the City at least one-hundred eighty (180) days prior to the commencement of any extension period. Any proposed price increase will be based on the Contractor's actual cost increase only, as shown in written documentation provided to the City. All requests for price increases must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost. In connection with any Contractor request for price increases in term contracts after the firm price period, at the option of the City, (1) the request may be granted; (2) the contract may be cancelled by either party; or (3) the contract may be extended without change with the consent of both parties.

The City will accept or reject all such written requests within ninety (90) days of the date of receipt of Contractor's request for price increase or receipt of proper written documentation, whichever is later.

If a price increase is approved, the City will issue an amendment to the contract specifying the date the increase will be effective. The Contractor will be required to send notice to all users of the contract. All Services and related accessories are to be billed at prices in effect at the time the service was rendered or order was placed. All contract changes will be effective only on written agreement signed by both parties.

8.6 **Contract Approval:** Respondents understand that this RFP does not constitute an offer or a

25

contract with the Respondent. This RFP does not, by itself, obligate the City to award a contract. The City's obligation will commence only following the City Council's approval of a contract and the parties' execution of the contract. Upon written notice to the Respondent, the City may set a different starting date for the contract. The City will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even such work was done or such expense was incurred in good faith, if it occurs prior to the contract start date set by the City.

8.7 **Contract Dispute:** In the event of contract dispute, dispute proceedings will be held in the State. Mediation, subject to written agreement of the parties, will be a mandatory first step in the event of a dispute, prior to any legal action as set forth in the contract.

8.8 **Confidential Information:** Any written, printed, graphic, electronic, or magnetically recorded information furnished by the City for the Respondent's use are the sole property of the City. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning City employees, products, services, prices, operations, security measures, and subsidiaries.

The Respondent and its employees shall keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with City approval, and then only to the extent necessary to perform the work under the contract. These confidentiality obligations also apply to the Respondent's employees, agents, and subcontractors, and the Respondent shall be liable for a breach of the confidentiality obligations by any such party. On termination of the contract, the Respondent, its employees, agents, and subcontractors will promptly return any confidential information in its possession to the City.

8.9 **Insurance Requirements:** The Respondent shall, at Respondent's expense, secure and maintain in effect throughout the duration of the contract, insurance of the following kinds and limits set forth in this Section. The Respondent shall furnish an accord certificate of insurance and endorsements in a form acceptable to the City before starting work or within ten (10) days after the notice of award of the contract, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State and having a rating of at least A- VII, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the City.

The following provision shall also be stated on each applicable certificate of insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Respondent shall require any of its subcontractors to secure and maintain insurance as set forth in this Section and indemnify, hold harmless, and defend the City, its officers, employees, attorneys, and volunteers as set forth in this RFP.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

A. **Commercial General Liability:**
   i. Coverage to include Broad Form Property Damage, Contractual, and Personal Injury.
   ii. Limits:

a. General Aggregate	$1,000,000.00
b. Each Occurrence	$1,000,000.00
c. Personal Injury	$1,000,000.00

   iii. Coverage for all claims arising out of the Respondent's operations or premises, anyone

directly or indirectly employed by the Respondent.

B. Professional Liability:

    i. Per Claim/Aggregate $1,000,000.00

    ii. Coverage for all claims arising out of the Respondent's operations or premises, anyone directly or indirectly employed by the Respondent, and the Respondent's obligations under the indemnification provisions of the contract to the extent same are covered.

C. Workers' Compensation:

    i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State, including occupational disease provisions, for all employees who perform work pursuant to the contract, and in case work is subcontracted, the Respondent shall require each subcontractor similarly to provide workers' compensation insurance. All such policies of workers' compensation insurance shall include a waiver of subrogation in favor of the City. In case employees engaged in hazardous work under the contract are not protected under said workers' compensation insurance, the Respondent shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

D. Comprehensive Automobile Liability:

    i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury, and property damage.

    ii. Limits:

        a. Combined Single Limit $1,000,000.00

E. Umbrella:

    i. Limits:

        a. Each Occurrence/Aggregate $1,000,000.00

F. The City, its officials, officers, employees, agents, and volunteers shall be named as an additional insured on all insurance policies identified herein except workers' compensation and professional liability. A waiver of subrogation must be included in favor of the City of Weatherford. All such insurance shall be primary and non-contributory coverage as respects a covered loss. The Respondent shall be responsible for the payment of all premiums and deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents, and employees.

The Respondent understands and agrees that, except as to professional liability, any insurance protection required by the contract or otherwise provided by the Respondent, shall in no way limit the Respondent's responsibility to indemnify, keep and save harmless, and defend the City, its officers, employees, and agents as herein provided.

8.10 Conflict of Interest: Respondents shall at all times observe and comply with all federal, state, and local laws, ordinances, and regulations, including all amendments and revisions thereto, which in any manner affect Respondents or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. Failure to comply with any applicable laws may result in: i) the termination of the contract; ii) the forfeiture by Respondents of all benefits of the Contract; iii) the retainage by City of all Services performed by the Respondent and iv) the recovery by City of all consideration, or the value of all consideration, paid to the Respondent pursuant to any awarded contract.

8.11 **Pending and Recent Litigation:** Respondents must disclose any pending or recent litigation they are involved in as a company. Recent is defined as the past three (3) years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the current status of the litigation. Proposals must also disclose any pending litigation of any third-party partners in the Proposal.

8.12 **Rights to Submitted Material:** It shall be understood that all Proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and Proposals or referencing information submitted in response to this RFP, shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a government entity, the City is subject to making records available for disclosure.

8.13 **Contract Negotiation:** After final evaluation, the City may negotiate with the Respondent(s) of the highest-ranked Proposal. If any Respondent fails to negotiate in good faith, the City may terminate negotiations and negotiate with the Respondent of the next highest-ranked Proposal or terminate negotiations with any or all Respondents.

If contract negotiations are commenced, they may be held at City office locations or via teleconference at a date and time to be determined. If contract negotiations are held, the Respondent will be responsible for all of the Respondent's costs, including, without limitation, its travel and per diem expenses, and its legal fees and costs.

8.14 **Failure to Negotiate:** If the Selected Respondent:

1. Fails to provide the information required to begin negotiations in a timely manner
2. Fails to negotiate in good faith
3. Indicates it cannot perform the contract within the designated timeframes or within budgeted funds available for the Project
4. If the Respondent and the City, after a good-faith effort, cannot come to terms; then

The City may terminate negotiations with the Respondent initially selected and commence negotiations with the next highest-ranked Respondent. At any point in the negotiation process, the City may, at is sole discretion, terminate negotiations with any or all Respondents.

8.15 **Indemnity; Hold Harmless:** The Respondent shall indemnify, defend, and hold and save the City and all officials, officers, agents, employees, and volunteers of City harmless from and against any and all liabilities, claims, costs, or expenses whatsoever arising out of or resulting from this Agreement or any act, omission, or negligence of the Respondent or any officers, agents, servants, employees, or subcontractors of the Respondent, including without limitation, any liabilities, claims, costs, or expenses arising directly or indirectly, from any patented or otherwise protected invention, software, intellectual property, process, article, or appliance implemented or used in the performance of the contract, including its use by the City.

8.16 **Statutory Information:** Any contract or agreement resulting from this RFP shall be construed in accordance with the laws of the State. Any litigation between the parties arising out of, or in connection with, the contract shall be initiated and prosecuted in any federal or state court in Texas. Mediation, subject to written approval of both parties, will be a mandatory first step in the event of a dispute, prior to any legal action as set forth in the contract.

All Project Vendors, participants, consultants, engineers and subcontractors must comply with all applicable federal, state, and local laws pertaining to contracts entered into by governmental agencies, including, without limitation, non-discriminating employment. Contracts entered into on the basis of submitted Proposals are revocable if contrary to law.

8.17 **Non-Discrimination Clause:** During the performance of the contract, the Contractor and all subcontractors will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Contractor and all subcontractors will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.18 **ADA:** The Contractor and all subcontractors agree to comply with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of, employment in its services, programs, or activities. The Contractor and all subcontractors agree to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor and any subcontractor.

8.19 **Laws:** The Contractor and all subcontractors will comply with all applicable local, state, and federal laws, ordinances, and regulations in the performance of the contract. The contract will comply with and be governed by all laws of the State. Any violation shall constitute a material breach of the executed contract.

8.20 **Force Majeure:** Neither Party shall be in default by reason of any failure in performance of the resulting contract if such failure is proximately caused by causes beyond their reasonable control and without the fault or negligence of said Party including, without limitation, unforeseeable acts of nature; terrorism or other acts of public enemy; war and epidemics; or quarantine restrictions ("force majeure").

If either Party is delayed at any time in the progress of the work governed by the contract by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the cause(s) of such delay in the notice. The notice shall be hand- delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other Party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

8.21 **Policy Compliance:** The Respondent shall, as a condition of being considered for award of the contract, require each of its agents, officers, and employees to abide by the City's policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on City property at all times while performing duties pursuant to the contract. The Respondent agrees and understands that a violation of any of these policies or rules will constitute a breach of the contract and will be sufficient grounds for immediate termination of the contract by the City.

8.22 **Public Information:** It shall be understood that all Proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts and Proposals or referencing information submitted in response to this RFP, shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure pursuant to applicable public record disclosure laws, and Respondents, including the Respondent ultimately awarded the contract, shall cooperate in complying with such public disclosure laws at no additional

cost to the City.

8.23 **Ownership of Data and Transition:** Any and all City data stored on the Contractor's servers or within the Contractors custody is the sole property of the City. The Contractor, subcontractor(s), officers, agents, and assigns shall not make use of, disclose, sell, copy, or reproduce the City's data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City.

In the event the resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Selected Respondent shall:

a. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the City

b. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition

c. Make available to the City, at no cost, all City data stored within the system, stored on the Contractor's servicers, or within the Contractor's custody, within fifteen (15) days of termination or City request

In the event the resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the City shall:

d. Retain ownership of all data, work products, and documentation, created pursuant to the resulting Agreement.