



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP JTH0304

COMMODITY/SERVICE DESCRIPTION: Electronic Commerce for Crash Reports

DATE ISSUED: July 4, 2016

REQUISITION NO.: RQM 16060200489

COMMODITY CODE: 20811

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

PROPOSAL DUE PRIOR TO: JULY 28, 2016 2:00 PM

James T. Howard
 Corporate Purchasing Manager

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
 RM 308, AUSTIN, TEXAS 78701

Phone: (512) 974-2031

E-Mail: jim.howard@austintexas.gov

LIVE SOLICITATION CLOSING ONLINE: For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # JTH	Purchasing Office-Response Enclosed for Solicitation # JTH
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 10 ELECTRONIC COPIES OF YOUR RESPONSE
The electronic version must be on flash drive or CDs in PDF format

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SCOPE OF WORK	9
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	7
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
Attachment A	APD Report Sales Requirements	3
Attachment B	Price Proposal Form	1
Attachment C	Proposal Exceptions	4

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0815: Living Wages Contractor Certification

Company Name _____

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:	RFP JTH
PROJECT NAME: ELECTRONIC COMMERCE FOR CRASH REPORTS	

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ **If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope**

Yes _____ **If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	

Company Name	

Name and Title of Authorized Representative (Print or Type)	

Signature	Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
 (Please duplicate as needed)

SOLICITATION NUMBER:	RFP JTH0304
PROJECT NAME: E-Commerce for Crash Reports	

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ **Date** _____ **Director/Deputy Director** _____ **Date** _____

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to jim.howard@austintexas.gov no later than close of business on July 22, 2016

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

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- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

- C. **Professional Liability/Technology Errors and Omissions Insurance:** The Contractor shall provide coverage, at a minimum limit of \$5,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

- D. **Cyber Liability Insurance:** coverage of not less than \$2,000,000 each claim and \$4,000,000 annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers (5) the transmission of malicious code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.

- E. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to three (3) additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

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- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Communications and Technology Management Department
Attn:	Accounts Payable (CTMAPinvoices@austintexas.gov)
Address	PO Box 1088
City, State Zip Code	Austin, Texas 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
6. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**
- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
 - B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.

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- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
 - D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
 - E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
 - F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
 - G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
 - H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
 - I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
 - J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).
7. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
8. **SOFTWARE TERMS:**
- A. In the event of termination of the contract, the service provider shall implement an orderly return of City data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of City data.

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- B. During any period of service suspension, the service provider shall not take any action to intentionally erase any City data.
- C. In the event of termination of any services or agreement in its entirety, the service provider shall not take any action to intentionally erase any City data for a period of:
- 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause. After such period, the service provider shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited, delete all City data in its systems or otherwise in its possession or under its control.
- D. The City shall be entitled to any post-termination assistance generally made available with respect to the services unless a unique data retrieval arrangement has been established as part of the SLA.
- The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the City. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the City.
- E. **Data Location:** The service provider shall provide its services to the City and its end users solely from data centers in the U.S. Storage of City data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store City data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access City data remotely only as required to provide technical support. The service provider may provide technical user support only on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.
- F. **Import and Export of Data:** The City shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the City to import or export data to/from other service providers.
- G. **Data Ownership:** The City will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access City user accounts or City data, except
- (1) in the course of data center operations,
 - (2) in response to service or technical issues,
 - (3) as required by the express terms of this contract, or
 - (4) at the City's written request.
- H. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of City information and comply with the following conditions:
- 1 The service provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.
 - 2. All data obtained by the service provider in the performance of this contract shall become and remain property of the City.

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3. All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.
 4. Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit. The City shall identify data it deems as non-public data to the service provider. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
 5. At no time shall any data or processes – that either belong to or are intended for the use of a City or its officers, agents or employees – be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the City.
 6. The service provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- I. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.
 - J. Security: The service provider shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the service provider. For example: virus checking and port sniffing – the City and the service provider shall understand each other's roles and responsibilities.
 - K. Security in Compliance with Chapter 521 of the Texas Business and Commerce Code: Service provider shall comply with all requirements under Chapter 521 of the Texas Business and Commerce Code, including but not limited to being responsible for a program that protects against the unlawful use or disclosure of personal information collected or maintained in the regular course of business. The program shall include policies and procedures for the implementation of administrative, technical, and physical safeguards, and shall also address appropriate corrective action for events of any security breach and proper methods of destroying records containing sensitive personal information.
 - L. Security Incident or Data Breach Notification: The service provider shall inform the City of any security incident or data breach.
 - M. Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the City should be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
 - N. Security Incident Reporting Requirements: The service provider shall report a security incident to the appropriate City identified contact immediately as defined in the SLA.
 - O. Breach Reporting Requirements: If the service provider has actual knowledge of a confirmed data breach that affects the security of any City content that is subject to applicable data breach notification law, the service provider shall (1) promptly notify the appropriate City identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.
 - P. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data withing the possession of control of service provider.

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- Q. The service provider, unless stipulated otherwise, shall immediately notify the appropriate City identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- R. The service provider, unless stipulated otherwise, shall promptly notify the appropriate City identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The service provider shall:
- (1) cooperate with the City as reasonably requested by the City to investigate and resolve the data breach,
 - (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive action taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- S. Unless otherwise stipulated, if a data breach is direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) establishing a website or a toll-free number and call center for affected individuals required by state law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by service provider based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.
- T. Responsibilities and Uptime Guarantee: The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the service provider. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.
9. **Web Services:** The service provider shall use Web services exclusively to interface with the City's data in near real time when possible.
10. **Encryption of Data at Rest:** The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data, unless the City approves the storage of personal data on a service provider portable device in order to accomplish work as defined in the statement of work.
11. **Ownership:**
- 1. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
 - 2. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not

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be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

3. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

12. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Manju Dasari (512)-927-3248, Manju.dasari@austintexas.gov

IT Project Manager, Wireless Communications Division, 1006 Smith Road,

Austin, Texas 78721

**City of Austin Police
Department**

RFP JTH0304

**Electronic Commerce Crash
Reports**

(E-Commerce Crash Reports)

Scope of Work-0500

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SOLICITATION NO. RFP JTH
Description: E-Commerce Crash Reports

1.0 Purpose

The Austin Police Department Records Division (APD) seeks a no cost proposal from Electronic Commerce Crash Report solution providers for a turnkey solution designed for the online purchasing of Electronic crash reports.

APD is requesting a proposal in support of the following project:

Online purchasing of crash reports allows customers, who meet specific criteria, set by the State of Texas, to purchase their Crash Reports from the comfort of their own home and at their leisure. The Crash Report would be available, almost instantaneously, via an online service. The online purchase option would eliminate the need for customers seeking to obtain a copy of a crash report, to have to personally visit the Austin Police Department Report Sales. By customers not making unnecessary trips to Austin Police Headquarters, the online purchasing of Crash Reports would provide a valuable service to the citizens. In offering an online Crash Reports Sales system, the City would be able to provide the customers with online purchasing capabilities of our Crash reports Background

2.0 Background

Currently, for a set fee, the Citizens can obtain a copy of a crash report in person at APD. However, if the report is still in pending approval status, the Citizens are required to submit a written request for the report, return to APD at a later date and time, call to check report availability, or purchase the report from the Texas Department of Transportation.

3.0 Minimum Qualifications

3.1 The proposer shall have successfully completed turnkey implementation of an Electronic Commerce Crash Report solution of a similar size and scope as described in this RFP.

3.2 Qualifications shall be fully met before the proposal can be submitted in order for response to be evaluated.

4.0 Responsibilities

4.1 Contractor's Responsibilities

The Successful Proposer (Contractor) shall:

4.1.1 Create and maintain the project plan. The Project Plan expresses the understanding of the project in writing and how to accomplish the project objectives.

4.1.2 Create and maintain the project schedule. The Project Schedule shall detail Work Breakdown Structure and its tasks, timeline and resources needed for the lifespan of the project.

4.1.3 Create and Maintain project trip reports. At minimum the Trip Reports shall define the on-site objectives and include a daily site visit schedule that identifies tasks, resources required.

- 4.1.4 Create and Maintain Action/Issue/Task list. Action/Issue/Task list shall detail the Action/tasks/issues required to meet the goals and objectives in the Project plan. Action/Issue/Task list shall provide item description, resource assignment, date reported, date due, any comments.
- 4.1.5 Create and Maintain Project Risk, Change Management, and Acceptance. The Project Risk, Change Management, and Acceptance lists document items related to these specific areas of project management
- 4.1.6 Create and Maintain Requirements Specification Documents. It provides the groundwork for development needs and implementation instructions of designed solution.
- 4.1.7 Create and Maintain Project Status. The weekly project status reports shall provide current information as to the status of in process tasks, future tasks, new issues, new change requests, and the overall state of the project.
- 4.1.8 Provide all system design, software installation, programming, testing, performance tuning, training, documentation, and implementation required for the system. If third-party software is required, proposer shall assume full responsibility for its inclusion in this solution. Provide technical documents for the proposed system and its components. These documents shall include administrator and end user manuals about product installation and maintenance, including detailed design documents for customized system application and test plans. The Contractor shall grant the City the authorization to reproduce any provided documents for internal use.
- 4.1.9 Assist in the development of an acceptance test plan and assist in the performance of testing the entire system. During testing, the Contractor shall be available for assistance and correction of any error detected. Successful testing shall be performed before the City approves the final sign-off for the acceptance of the system.
- 4.1.10 Be available via a toll-free number for technical support and problem resolution during normal business hours (8:00 a.m. - 5:00 p.m. CST, Monday through Friday) during implementation.
- 4.1.11 Provide a detailed list of the necessary resources and expertise, complete with personnel job descriptions, which shall be required for the City to maintain the system once implemented.
- 4.1.12 Provide training to authorized City staff. |

4.2 City's Responsibilities

The City will provide:

- 4.2.1 Office space for Contractor project management staff when on site, if needed and as available. Office space will include telephones, personal computer hookups, and access to copy and fax machines.
- 4.2.2 Site preparation

- 4.2.3 HVAC and AC power feed and generator backup for City systems.
- 4.2.4 Local Area Network/Wide Area Network.
- 4.2.5 Approval of milestones, deliverables, and invoices.

5.0 Functional Requirements Description

5.1 Required Response: “Required Response” is to guide vendors in describing the item, product feature, or system customization that satisfies the requirements as stated in the “Requirement Description.” The verbiage of the “Required Response” is intended to elicit responses that propose creative solutions.

5.2 Importance Rating: “Importance Rating” indicates how critical the requirement is to achieving product and project objectives. The three “Importance Ratings” are:

- 5.2.1 **Must Have:** These requirements may or may not be industry standards but are highly critical to the project. The requirements must be satisfied either by the system’s base functionality or the vendor must offer an alternative such as customization.
- 5.2.2 **Expected:** These requirements are important to the end users of the system and generally are features that are industry standards. The majority of these requirements need to be satisfied.
- 5.2.3 **Desired:** These requirements add value, but are not critical to end users. These features would be considered optional.

6.0 Functional Requirements (See Attachment A, APD E-Commerce Requirments, incorporated herein by this reference)

See attachment A.

7.0 Technical Requirements Description

7.1 Required Response: “Required Response” is to guide vendors in describing the item, product feature, or system customization that satisfies the requirements as stated in the “Requirement Description.” The verbiage of the “Required Response” is intended to elicit responses that propose creative solutions.

7.2 Importance Rating: “Importance Rating” indicates how critical the requirement is to achieving product and project objectives. The three “Importance Ratings” are:

- 7.2.1 **Mandatory** - Essential requirement
- 7.2.2 **SaaS/PaaS** - Solutions using Software as a Service (SaaS) or Platform as a Service (PaaS).
- 7.2.3 **Internal** - Solutions hosted within City of Austin infrastructure.
- 7.2.4 “_____” - No preference

8.0 Technical Requirements (Attachment A, Tab2 incorporated herein by this reference)

See attachment A.

9.0 Technical Reference Model (See Attachment A, Tab 3, incorporated herein by this reference)

See Attachment A

10.0 Deliverables/Milestones

10.1 Task 1 – Project Management

The purpose of this phase is to initiate, organize, and define the overall scope and approach of the project. The following deliverables/activities shall be created or performed during this phase of the project:

10.2 Task 2 – Business Analysis

This phase will see **Contractor** working with all product end user and project stakeholders to gather, document, and verify business processes and requirements. The following deliverables/activities shall be created or performed during this phase of the project:

Deliverable	Purpose/Description	Acceptance Criteria	Key Activities/Responsibility
Business Process Analysis	Analysis of City and business processes, meeting types, input and output requirements related to implementation of Contractor application.	Findings from analysis are documented in a requirement specification. Analysis documentation is reviewed and approved through signature for implementation to start.	Analysis: Contractor and City. Document findings – Contractor. Review and approve documentation: City. Formal sign-off required of design specification to start implementation: City
End-to-End Business Process Flow of the proposed system	Pictorial representation of the entire data flow of the proposed system.	Business process flow diagram (created in Visio) will be reviewed and approved prior to implementation by the City.	Create: Contractor Accept: City and City Project Team
Network Design Diagram	Pictorial representation of the System	Network Design (created in Visio) will be reviewed and approved prior to implementation by the City	Create: Contractor Accept: City and City Project Team

10.3 Task 3 – Product Implementation

This phase entails the bulk of the project and encompasses the preparation, implementation, and acceptance of the System. The following deliverables/activities shall be created or performed during this phase of the project:

Deliverable	Purpose/Description	Acceptance Criteria	Key Activities/Responsibility
Install PRODUCT	PRODUCT is installed in the City Production environment.	Application can be brought up without error. The System installation is documented and understood by City resources responsible for implementation and ongoing support.	Install – Contractor with assistance from City Resources.
System Configuration	Contractor application to be configured to accommodate City	Configuration / designs / functionality are reviewed and approved by City.	Configure System: Contractor and City. Review and approve: City
Acceptance Testing	Testing and validating system functionality. Test scripts will include expected results as to functionality and business objectives met. Test case scenarios are conducted, results are documented and compared to expected results, identified problems are resolved, and retesting occurs as necessary.	Testing of Contractor solution. System Testing is reviewed for completeness. Test results are reviewed and approved. Problem resolutions are verified and approved.	Create test plan: Contractor with assistance from City Acceptance Testing Problem Resolution: Contractor Verification: City and Contractor
Implementation to Production	Contractor application is migrated to the hosted production environment.	Production change notification sent. Contractor application brought up successfully in production environment.	Implement: Contractor with assistance from City.

10.4 Task 4 – Training

This phase will see **Contractor** deliver training and training materials in order to ensure all users understand how to use the System and technical team can best support the System, as well as provide the knowledge and tools necessary for the City to train any new users. The following deliverables/activities will be created or performed during this phase of the project:

Deliverable	Purpose/Description	Acceptance Criteria	Key Activities/Responsibility
Training	Coordinate training as required in some cases using train the trainer sessions.	Training has been held for all work areas affected by the new System.	Contractor will provide with assistance from City. Train the trainer approach.

10.5 Task 5 – Project Closure

This activity brings the project to completion. Documentation necessary to support the System is completed, the project solution is turned over to City production support, and the project is closed out. A meeting will be coordinated with **Contractor** to formally hand off from **Contractor** Project Team to **Contractor** long-term support group. The following deliverables/activities will be created or performed during this phase of the project:

Deliverable	Purpose/Description	Acceptance Criteria	Key Activities/Responsibilities
Application Profile and Related Support Documentation	Provides basic information describing the application, user community, architecture, etc., for support purposes, to include disaster recovery information.	The fundamental information for supporting the application is available and primary and secondary support staff is identified.	Create and Review: City and Project Staff. Approval: City project manager.
Post Project Review	Evaluation of the success of the project and lessons learned.	Findings are reviewed by the project team. All agree that the artifact accurately reflects the project successes and areas for improvement.	Post Project Review: City Project Manager and Project Team.
Project Hand-Off to Contractor Support	A meeting coordinated with Contractor to formally hand off to VENDOR long-term support group.	Completion of call with Contractor Support Operations long term staff support	Support Hand-Off: City Project Manager and City Long Term Support. Contractor Project Manager and Contractor Director of Operations.

11.0 Appendices/Exhibits

See Attachments

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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP JTH0304**

1. PROPOSAL FORMAT

Submit one original paper copy and 10 electronic copies of the original proposal in PDF version on eight **separate** flash drives. The original proposal shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

Prefacing the proposal, the Proposer shall provide an Executive Summary which gives in brief, concise terms, a summation of the proposal. The Executive Summary should include the following information:

- Summation of proposal
- Explanation of the suitability and scalability of the proposed system (10 pages or less)
- Statement of assumptions made in responses

The proposal itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Proposal and include a Table of Contents:

Tab 1 – City of Austin Purchasing Documents:

Complete and submit the following documents:

1. Signed Offer Sheet
2. Section 0605 – Local Business Presence Identification Form
3. Section 0835 – Non-Resident Bidder Provisions
4. Section 0900 – MBE/WBE Procurement Program Package No Goals Form
5. Attachment A – Price Proposal Sheet

Tab 3 – Authorized Negotiator - Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Tab 4 – Exception Form - Proposer shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The Proposer that is awarded the contract will be required to sign the contract with the provisions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information under **Attachment C, Proposal Exceptions** may result in the City deeming the offer non-responsive. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

Tab 5 – Business Organization and Qualifications: Proposer should include the following:

1. Provide your legal firm name, headquarters address, local office addresses if any, and state of incorporation.
2. List the principal officers of the company including name, title, and tenure.
3. Confirm that your firm is legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas.

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4. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against your firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past five (5) years. Include in the description the disposition of each such petition.
5. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against your firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past five (5) years. Include in the description the disposition of each such petition.
6. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against your firm, its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.
7. List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.
8. Has your firm ever failed to complete any work awarded to you? If so, where and why?
9. Has your firm ever been terminated from a contract? If so, where and why?
10. Has your business ever done business using another corporation/company name?

Tab 6 –Prior Experience and References:

1. **References:** provide a minimum of three (3) customer references, which are operating a fully functional system of similar scope and magnitude as described in this RFP. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

The City may solicit from previous clients, or any available sources, relevant information concerning Proposer's record of past performance. Provide references to any sources in active use by the user community of the proposed solution.

References must include the following information:

- Name of Company
- Number of personnel
- Contact name – sponsor or IT Lead
- Contact address
- Contact telephone number
- Contact e-mail
- Number of years in this particular business

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- Explain how your company is planning to meet the increase in demand for your product (including implementation, training, and support) over the next five (5) years.

Tab 7 – Concept and Solution: Describe the proposed methodology including how it will be used in this project. Provide evidence that this approach has resulted in successful projects in the past. Define in detail your understanding of the requirement presented in this request for proposal and your solution. Provide all details as required and any additional information you deem necessary to evaluate your proposal. Specifically provide functional and technical requirements attached matrices, completed. How does the solution meet all of the Functional/system requirements as outlined in Attachment A Austin Police Department Report Sales Requirements

Tab 8 – Vendor Support: Describe multiple support programs. Provide a detailed list of each with your standard Service Level Agreement (SLA) for each support program. Include support statistics (number of support calls compared with percentage of resolutions at each severity level), support structure, and personnel availability to discuss issues and concerns.

- When is customer support available?
 - Preferred method of contact (Phone call, e-mail, etc.)?
 - Where is your customer support staff located? Are they off-shore?
 - What are your normal hours of support?
 - How is after hours support handled?
 - Will someone be on-call at all times?
- Problem/Resolution Process
 - Response time expectations for all levels of severity
 - Average time to close tickets by severity level
 - Escalation Process
 - Severity Level System
 - Issue/Resolution Tracking System
 - Test System vs. Live System
- Who has ownership of the following?
 - Data
 - Software
 - Enhancements or Customizations Paid for by Customer
- What are your additional fee-based services?
 - Do you have online support (Knowledgebase, InfoCenter, etc.)?
 - Is your support staff certified (i.e., HDI, SCP)?
 - Do you have a user forum for practices to seek help from peers and share ideas?
 - Do you have regional and national user conferences?
 - On-going Maintenance
- Upgrade Process
 - Will customer get to choose which upgrades they want?
 - Frequency of Upgrades?
 - How long can a customer delay an upgrade without losing support?
 - Will training be provided for new functionality
- Testing
 - Will customer get a chance to test the product in a test environment?
 - Will customer get access to test scripts from vendor?
 - Will customer have an opportunity to parallel test with vendor or conduct Acceptance Testing?
 - End-to-end Testing?
- Product Enhancement Requests
 - If customer wants to add an enhancement, what is the process?
 - Are there additional costs for an enhancement?
 - How soon will customer be able to view, test, and use enhancement?
 - How will upgrades work with new enhancement?
 - Will all other customers get the enhancement one company has paid for?

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- How will the company stay up to date on required meaningful use definition changes?

Tab 9-- PRICE

1. Information described in the following subsections is required from each Proposer. Proposer is expected to charge no base cost for the service provided herein. An administrative fee is allowed but will be subject to a 50% chargeback by the City.
2. Proposer shall submit one printed original and one electronic version of the completed price proposal provided in Attachment A, Price Proposal Sheet.
3. Travel expenses. All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/100120>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

2. SUPPLEMENTAL TERMS

- Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.
- Proposal Acceptance period: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
- Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request
- Proposal Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

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3. EVALUATION FACTORS AND AWARD

a. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph 2 below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms,

b. **Evaluation Factors: Maximum 100 points**

1. Personnel and Project Management Structure **10 POINTS**

2. Demonstrated Applicable Experience **15 POINTS**

3. Vendor Support **15 POINTS**

4. Concept and Solutions Proposed **20 POINTS**

- Grasp of the requirement and its solution(s), responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation.
- Licensing
- Reporting Capabilities
- Security Features and Data Protection
- Infrastructure and Technology
- Training/Testing
- Technical Standards/Requirements and Project Management/Implementation Requirements

5. Price Proposal **5 POINTS**

6. Local Business Presence – **10 points**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

7. Demonstrations, interviews will be conducted by the City—**25 points**

- Ease of use
- Intuitive

Attachment B: Price Proposal

BASE PRICE PER REPORT: \$0 (No cost)

FEES PER CRASH REPORT: \$ (50% to Austin)



**CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING EXCEPTIONS**

Solicitation Number: RFP

The offeror shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The offeror that is awarded the contract will be required to sign the contract with the terms and conditions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information below may result in the City deeming the offer non-responsive.

Place this attachment as Tab 4 of your offer.

2. **0400 SUPPLEMENTAL PURCHASE PROVISIONS**

Accepted as written.

Not accepted as written. See below:

Indicate: Page Number	Section Number	Section Description
Alternate Language:		
Justification:		

NOTE: Copies of this form may be utilized if additional pages are needed.

