



PURCHASING DIVISION

REQUEST FOR PROPOSALS (RFP)

for

Digital Archiving Project for the Central Library

RFP No. 09-0245

Issued: October 28, 2009

PROPOSAL SUBMISSION DEADLINE:

*******November 19, 2009 by 1:30PM Local Time*******

NO LATE PROPOSALS WILL BE ACCEPTED

<p><u>RESPONSES SHALL BE DELIVERED TO:</u></p> <p>CITY OF FORT WORTH PURCHASING DIVISION LOWER LEVEL 1000 THROCKMORTON STREET FORT WORTH, TEXAS 76102</p>	<p><u>RESPONSES SHALL BE MAILED TO:</u></p> <p>CITY OF FORT WORTH PURCHASING DIVISION LOWER LEVEL 1000 THROCKMORTON STREET FORT WORTH, TEXAS 76102</p>
<p>FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT: Angela Gonzales, Senior Buyer angela.gonzales@fortworthgov.org *****</p> <p>RETURN THIS COVER SHEET WITH RESPONSE TO:</p> <p>Angela Gonzales Senior Buyer Purchasing Division Financial Management Services Department</p>	<p>NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSAL:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Contact Person: _____</p> <p>Phone: () _____ Fax: () _____</p> <p>Signature: _____</p> <p>Printed Name: _____</p>
<p>Acknowledgment of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____</p>	

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Request for Proposals

The City of Fort Worth is requesting proposals from qualified vendors to provide a digital archiving solution for the Central Library. The proposed solution will include all required software, implementation, and hosting services.

General Provisions

1.0 SUBMISSION OF PROPOSALS

1.1 One (1) original and ten (10) copies of all Proposal documents shall be submitted in sealed packages. Offeror's name and address should be marked on the outside of the envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered. Proposal information that is not submitted in sealed packages will not be considered.

1.2 Mail or Deliver Responses to the Following Address:

City of Fort Worth
Purchasing Division
1000 Throckmorton Street, Lower Level
Fort Worth, Texas 76102

2.0 DELIVERY OF PROPOSALS

Proposals must be received in the City of Fort Worth's Purchasing Division no later than 1:30 p.m., November 19, 2009. The submitting Offeror is responsible for the means of delivering the proposals to the location listed in paragraph 1.2 on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Offeror or the City of Fort Worth's internal mailing system will be the responsibility of the Offeror. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in City of Fort Worth (City) Purchasing Division is the official clock for determining whether submittals are submitted timely. **Late Proposal documents will not be accepted under any circumstances.**

3.0 PROPRIETARY INFORMATION

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

- 3.2 Offeror's are advised that the City, to the extent permitted by law, will protect the confidentiality of their Proposals. Offeror shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Offeror can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Fort Worth, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Offeror, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City will not make a request of the Attorney General.

4.0 COMPLETION OF RESPONSES

- 4.1 Information presented in the Proposals will be used to evaluate the complete proposals of the Offeror(s) and to determine the Offeror(s) which will be selected to provide goods and/or professional services to the City.
- 4.2 Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.
- 4.3 Proposals shall be submitted on 8-1/2" X 11" pages (one side only and including cover letter) using a font size no smaller than 11 point and one inch margins.

5.0 CLARIFICATIONS AND ISSUANCE OF ADDENDA

- 5.1 Any explanation, clarification, or interpretation desired by an Offeror regarding any part of this RFP must be requested from Ms. Angela Gonzales, Senior Buyer, at least ten (10) business days prior to the published submission deadline, as referenced in Section 2.0 of this RFP.
- 5.2 If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections or changes to the RFP made in any other manner other than writing are not binding upon the City, and Offerors shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- 5.3 Requests for explanations or clarifications may be faxed to the City of Fort Worth at (817) 392-8440 or emailed to angela.gonzales@fortworthgov.org. Emails and Faxes must clearly identify the RFP Number and Title.
- 5.4 Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the City of Fort Worth Purchasing Division. Offerors shall acknowledge receipt of all addenda within the responses.

6.0 WITHDRAWAL OF PROPOSALS

A representative of the company may withdraw a Proposal at any time **prior to** the RFP submission deadline, upon presentation of acceptable identification as a representative of such company.

7.0 AWARD OF CONTRACT

7.1 It is understood that the City reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interests of the City of Fort Worth. Receipt and consideration of any Proposals shall under no circumstances obligate the City of Fort Worth to accept any Proposals. If an award of contract is made, it shall be made to the responsible Offeror whose Proposal is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in the RFP.

7.2 The City reserves the right to award a single contract or multiple contracts by section listed in the Scope of Work.

7.3 **Tentative** Schedule of Events

RFP Release Date	October 28, 2009
Deadline for Questions	November 5, 2009, 5:00 PM (Local Time)
Proposals Due Date	November 19, 2009, by 1:30 PM (Local Time)
Proposals Evaluation	November 19 through December 4, 2009
Selection of Finalists	December 7, 2009
Oral Presentations	January 6, 2010 through January 8, 2010
Contract Negotiations	January 9, 2010 through February 1, 2010
City Council Approval	February 16, 2010 through February 23, 2010
Notice to Proceed (anticipated)	February 26, 2010

8.0 PERIOD OF ACCEPTANCE

Offeror acknowledges that by submitting the Proposal, Offeror makes an offer that, if accepted in whole or part by the City, constitutes a valid and binding contract as to any and all items accepted in writing by the City. The period of acceptance of proposals is one hundred and eighty (180) calendar days from the date of opening, unless the Offeror notes a different period.

9.0 TAX EXEMPTION

The City of Fort Worth is exempt from Federal Excise and State Sale Tax; therefore, tax must not be included in any contract that may be awarded from this RFP.

10.0 COST INCURRED IN RESPONDING

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposals which may be required by the City shall be the sole responsibility of and shall be borne by the participating Offerors.

11.0 NEGOTIATIONS

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

12.0 CONTRACT INCORPORATION

The contract documents shall include the Professional Services Agreement, the RFP, the Response to the RFP and such other terms and conditions as the parties may agree. In the event of a conflict between the documents, the order of precedence is (1) the Professional Services Agreement, (2) the RFP, (3) the Response to the RFP.

13.0 NON- ENDORSEMENT

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

14.0 UNAUTHORIZED COMMUNICATIONS

Respondents' contact regarding this RFP with employees or officials of the City other than the Purchasing Manager or the Minority and Women Business Enterprise (M/WBE) Office may result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

General Project Information

1.0 PROJECT PURPOSE

- 1.1 The City of Fort Worth, hereinafter referred to as the “City,” has issued this Request for Proposals (RFP) to conduct a highly competitive solicitation that results in the selection of a system that meets the City’s requirements and stakeholder expectations within the limits of available project funding. The procurement will be a fair and open competition conducted in accordance with the applicable provisions of City and the State of Texas statutes, guidelines and policies. The Digital archiving Project has both the City executive sponsorship and its commitment to the success of the project. Through this RFP, the City seeks to acquire the best services and products at the most favorable, competitive prices and to give ALL qualified businesses, including those owned by minorities, women, and persons with disability, and small business enterprises, opportunity to do business with the City.
- 1.2 The City intends to secure contracts for a Library department Digital Archiving system and related implementation, support and maintenance services. The anticipated solution will consist of commercially-available software. The Digital Archiving system will meet the City’s identified functional and technical requirements to provide a solution for the City.
- 1.3 The purpose of this document is to provide interested parties with the information needed to prepare and submit a comprehensive proposal to provide the necessary software and services to replace the current system and implement the expanded functionality required by the City.

2.0 PROJECT OVERVIEW

2.1 PROJECT GOAL

The City’s long-term goal is to enhance paper-based and photograph resources in the Genealogy unit with a digital file management system which will deliver the necessary elements for systematic control of information, by creating categorization to facilitate search, retrieval and disposition, based upon functional context of the information using standards based records management structure and policies. Industry best practice, in accordance with The Enterprise Content Management Association (AIIM), identify five major elements that when integrated into a cohesive system, provide the capability to electronically manage information and effectively allow the Library to capture, manage, store, preserve and deliver information related to organizational processes.

2.2 PROJECT BACKGROUND

The City’s current Genealogy unit is housed within the Central Branch of the Library. 3429 items have been digitized by external vendors in tif and jpeg formats with the intent to preserve the integrity of collections. In addition to the archival manuscript and photograph collections, the Tarrant County Black Historical and Genealogical Society (TCBHGS) Collection, which is owned by TCBHGS is on permanent loan and housed at the Central Branch of the Library.

3.0 CURRENT TECHNICAL ENVIRONMENT

Fort Worth Library, a service of the City of Fort Worth utilizes Sirsi Dynix Horizon as their ILS. Currently patrons are able to identify archival collections by the genre “Archive collection.”

Scope of Project

1.0 SCOPE OF PROJECT

The digital archiving system must provide long-term, secure and reliable storage.

1.1 Capture – Regardless of Media Type

1.1.1 Paper based documents photographs and audio/visual materials should be easily scanned and imported into the system using a decentralized scanning strategy with keyword searching, OCR capabilities.

1.1.2 Files already in electronic format must be easily imported/exported into the system.

1.2 Manage - Workflow and Collaboration

1.2.1 The digital file management system must provide for version control – originator, version number, check in/checkout, merging, etc).

1.2.2 The digital file management system must provide a collaborative workspace for document development and sharing.

1.2.3 The digital file management system must include workflow modeling based on process layering. An example of workflow modeling may include recognition of the document originator.

1.2.4 The digital file management system must provide the capability of tracking multiple document revisions while retaining original and previous altered versions.

1.3 Storage

1.3.1 The digital archiving system must provide long-term, secure and reliable storage.

1.4 Preserve - Repository and Lifecycle Management

1.4.1 The digital file management system must provide long-term, secure reliable access points and storage.

1.5 Deliver to the customer in a timely manner and in the required format

1.5.1 Fort Worth Library, a service of the City of Fort Worth utilizes Sirsi Dynix Horizon as their ILS. Currently patrons are able to identify archival collections by searching catalog to see written descriptions, but no thumbnails appear. Library is planning to upgrade to Symphony Version 3.3 and system should be compatible and system must be compatible with City website security policies and restrictions.

Proposal Requirements

1.0 FUNCTIONAL REQUIREMENTS

- 1.1 Demonstrated ease of search interface such as basic, advanced, guided search, browse, etc.
- 1.2 Demonstrated ease of usability for library staff as administrators.
- 1.3 Support for local customization of search interface and 'look'.
- 1.4 Robust, accurate, fast search functionality.
- 1.5 Option to search full-text of electronic documents in addition to standard metadata and OCR capabilities.
- 1.6 Search terms highlighted in results.
- 1.7 Features include zoom, sorting, image rotation, image cropping.
- 1.8 Flexible search options including keyword, phrase and Boolean
- 1.9 Ability to implement image rights by using watermarking, branding or banding.
- 1.10 FAQ support for patrons, staff and administrators.
- 1.11 Harvesting of records for slideshow or PowerPoint presentations
- 1.12 Structured process reports.
- 1.13 Interfaces with OCLC.
- 1.14 Digitized materials retention.
- 1.15 Drag and drop functionality.
- 1.16 Recurring 'save' of uploaded materials.
- 1.17 Supports saving results across multiple searches (can make records/add to 'favorites').
- 1.18 Integrated features/multiple options for exporting, saving and printing search results.
- 1.19 Cataloging templates available for multiple resource types.
- 1.20 Easy import of catalog records from tab delimited or xml format.
- 1.21 Search and replace function for global changes.
- 1.22 Tracking and reporting to include collections analysis, user activity, etc.

- 1.23 Use of an approval 'queue' to allow multiple staff members to add items, which are then transferred to the digital collection upon approval of the librarian.
- 1.24 Support for FISMA-compliant encryption and authentication scheme in the remote administration of the core parameters of the library's database.
- 1.25 Spelling/grammar check feature.
- 1.26 24/7 access to archival records.
- 1.27 Accessioning/de-accessioning feature.
- 1.28 Ability to edit template metadata fields.
- 1.29 Efficient/rapid data retrieval.

2.0 TECHNICAL REQUIREMENTS

The major technical categories of a strong digital library software program include: demonstrated mature ASP model; built on industry standards for library and information services; scalability/extensibility; reliability, and security/privacy. Software must be able to interface with the Horizon catalog and City of Fort Worth website.

- 2.1 Demonstrated versatility - cross-platform compatibility (e.g., multiple browser options, IE, Firefox, Safari, Netscape).
- 2.2 24/7 Backup and recovery systems that meet Organization retention and encryption requirements.
- 2.3 Secure Data processing, access, storage and handling must meet all Organization security.
- 2.4 Provide structure and support to build a digital assets database incorporating images/materials from outside vendors, Library and other sources in one seamless solution.
- 2.5 24/7 access to archival records.
- 2.6 Seamless data migration/navigation.
- 2.7 Ability to customize templates and spreadsheets.
- 2.8 Capability to interface with ILS.
- 2.9 Ability to crosswalk between metadata standards (e. g., Dublin Core; EAD; MARC; DACS; OAI-PMH; XML; JPEG2000; METS; MODS).
- 2.10 Growth scalable.

- 2.11 Controlled vocabularies; batch processing; wizards; templates.
- 2.12 Direct batch importation of existing records.
- 2.13 Ability to queue records.
- 2.14 Capable of supporting an extensive array of media types (e. g., photographs, audio, video, paper-based documents).
- 2.15 Harvesting capability by WorldCat and web crawlers (e.g., Google).
- 2.16 Capability to store multiple format files including jpeg, tiff, gif, BMP, text, HTML, pdf files, multiple-page documents, maps, newspapers.
- 2.17 Easily import/export existing databases.
- 2.18 Provide the digital images created by the same organization to build a digital assets database along with the digital images in one seamless solution.

3.0 TRAINING

- 3.1 The Contractor shall insure that knowledge of the software and its capabilities in practice to:
 - 3.1.1 Provide a thorough overview of how to administer the ASP model/remote management of the digital library software,
 - 3.1.2 Provide guidance on customizing features and interface to best meet Library needs,
 - 3.1.3 Include a detailed training guide/documentation for continued learning,
 - 3.1.4 The Vendor shall provide a description of training support costs and services that is available in the form of distance learning and/or self-paced tutorials,
 - 3.1.5 Access to tutorials and information help pages and support center 24/7,
 - 3.1.6 Consulting and training for upgrades to system.

4.0 MANAGEMENT AND SUPPORT

- 4.1 The Vendor is responsible for ongoing maintenance of the system functionality. The Vendor will also ensure that the site represents the most recent (updated) system version and corresponding functionalities. The Vendor is responsible for providing customer support as needed, and shall provide a description of available support, including available hours of live telephone support, as well as online support, and access to any customer support documents and/or knowledge bases, etc. that staff could access on an ongoing basis.

- 4.1.1 Collection level security measure ensuring controlled availability of resources. Provide measures to ensure security of collection materials thru use of passwords, watermarks, and copyright statements etc. This should cover patron, staff and administrator access.
- 4.1.2 Provide costs for suggested service contract for one (1) year and three (3) year options.

5.0 DELIVERABLES

- 5.1 The Vendor must provide a thorough overview of how to administer the ASP model/remote management of the digital library software. Vendor shall deliver the following:
 - 5.1.1 Setup and assistance with initial catalog configuration and customization.
 - 5.1.2 Training materials for system administrator (librarian).
 - 5.1.3 Deployment of hosted catalog and assistance with troubleshooting.
 - 5.1.4 Must provide monthly utilization/activity report training.
 - 5.1.5 Provide organization with IT system security policies and procedures.
 - 5.1.6 Deliver security measures.

6.0 TECHNICAL SUPPORT

- 6.1 Implementation Support/Assistance for the organization IT Personnel.
- 6.2 Training Support for the organization Administrator.
- 6.3 Implementation Support/Assistance for the organization IT Security Personnel.
- 6.4 Must provide installation or require minimal effort to install.

Response Format and Organization

1.0 RESPONSE FORMAT AND ORGANIZATION

1.1 GENERAL PROVISIONS

In this RFP, the City has included requirements for software and implementation services. In addition, it also has requested recommendations for hardware and a time capture solution. The software requirements, both functional and technical, will be used to evaluate the fit of the Responder's proposed software solution to the needs of the City. The City will evaluate implementation services as well. The requirements for implementation services will be evaluated on the basis of the Responder's recommended approach and capabilities to implement the proposed software solution. The software and implementation services responses, combined with cost, will be the basis upon which the most appropriate proposed solution(s) will be selected for oral presentations. Following oral presentations, scores from the technical proposal, cost proposal, oral presentations and any best and final offers will be considered in selecting proposed solutions for final negotiations.

1.2 NUMBER OF RESPONSES

The City will accept only one proposal per Responder, and each proposal may include only one primary software product. However, a primary software product may be included in proposals from multiple Responders.

1.3 NUMBER OF COPIES

Responders shall provide one (1) original, six (6) identical copies and one (1) PDF version of their technical proposal and one original (1) and two (2) copies of the cost proposal (in a separate and sealed envelope) to the location specified in Section 5.2 on or before the closing date and time for receipt of proposals.

A Responder may deliver all items of its proposal in the same package, but the cost proposal must be separated from the technical proposal and submitted in a sealed envelope marked "DIGITAL ARCHIVING Cost Proposal". Failure to submit its cost proposal in a separate and sealed envelope may be grounds for elimination from further consideration.

1.4 PROPOSAL FORMAT

All proposals must be typewritten on standard 8½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1.5 CITY RESOURCES

The following resources will be provided to Responder's personnel for use on this contract:

- Work space
- Desk, computer workstation, access to printers
- Access will be available to copiers and fax machines
- Network and Internet access

1.6 WORK PERFORMANCE

For the purpose of preparing proposals, Responder's are to assume that all on-site work will be performed at City facilities in Fort Worth that will be made available to the project team.

1.7 TECHNICAL RESOURCES

For the purpose of preparing proposals, Responder's are to assume that the system will be installed and operated on the Responder's recommended hardware platform and environment. If Responder's system can accommodate a variety of platforms, all platforms should be listed as a reference point.

1.8 MINIMUM SUBMISSION REQUIREMENTS

1.8.1 The City has established a set of minimum submission requirements that each proposal must meet to be deemed as a qualified response. Failure to meet these requirements may be grounds for the disqualification of a vendor from future consideration. To qualify the following requirements must be met:

1.8.1.1 Implementation Services: The Responders must have completed, as the primary provider of implementation services, an implementation of an integrated Digital archiving system for a governmental organization.

1.8.1.2 Software: The primary software vendor must have its software in production for a governmental organization. Furthermore, the proposed version of the Digital archiving software must be currently in production in a governmental organization which includes a city, county, or state government.

1.8.2 Please refer to RFP Section 8.0, Vendor Qualifications and References, for information required to substantiate these requirements. These qualifications are mandatory, and proposals that lack these criteria will be disqualified from evaluation.

1.9 PROPOSAL ORGANIZATION

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Reference	Technical Proposal Elements
n/a	Letter of Transmittal
n/a	Table of Contents
Tab 1	Executive Summary
Tab 2	Response to Vendor Qualifications and References
Tab 3	Response to Software Specifications (functional and technical requirements)
Tab 4	Response to Implementation Services Specifications
Tab 5	Response to Hardware Requirements
Tab 6	Completed Technical Proposal Supplement
Tab 7	Response to City Terms and Conditions
Tab 8	Responders' Additional Terms and Conditions, including Professional Services Agreements
Tab 9	Primary Software Vendor's License and Maintenance Agreements
Tab 10	Required Forms
Tab 11	Other Supporting Material

Reference	Cost Proposal Elements (in a separate and sealed envelope)
n/a	Letter of Transmittal
n/a	Table of Contents
Tab 1	Completed Cost Response Form
Tab 2	Cost Assumptions
Tab 3	Completed Cost Proposal Supplement
Tab 4	Terms of Cost

Within each section of their proposal, Responder should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses must occur only within the cost response form. No reference to cost should be included in the technical proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Responder may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in Tab 11.

1.10 PROPOSAL CONTENTS

The failure of a Responder to provide any of the following may result in disqualification of the proposal.

1.11 LETTER OF TRANSMITTAL

A letter of transmittal must accompany each proposal. The letter of transmittal **MUST**:

- 1.11.1 Identify the submitting organization;
- 1.11.2 Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- 1.11.3 Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- 1.11.4 Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- 1.11.5 Acknowledge receipt of any and all amendments to this RFP;
- 1.11.6 Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section 5.0;
- 1.11.7 Explicitly indicate concurrence with the City's requirement to conduct oral presentations and software demonstrations at the request of the City;
- 1.11.8 Explicitly indicate the Responder's ability and willingness to meet the City's Insurance Requirements; and
- 1.11.9 Be signed by the person authorized to contractually obligate the organization.

1.12 TABLE OF CONTENTS

The Table of Contents should reference all material required by this RFP and any additional information or material the Responders wishes to supply.

1.13 EXECUTIVE SUMMARY

The Responders shall provide, in five pages or less (excluding Appendices): 1) a summary of the proposal to provide the Evaluation Team with an overview of the business and project features of the proposal; 2) description of the project team and each team member's roles and responsibilities and lines of authority and accountability; and, 3) information on the background and qualifications of leadership of proposed project team, e.g. project manager, team leaders, partners/directors/vice-presidents.

1.14 VENDOR QUALIFICATIONS AND REFERENCES

The following sections must be completed for all Responders expected to be assigned to the project.

1.15 REFERENCES

Responder's proposal must include contact information for six (6) completed external references that are willing to validate the Responder's past performance on similar projects. Three (3) references will be for the Prime Software Vendor and three (3) will be for the Implementation Services Vendor. At least one of the software references and one of the implementation services references must be from the same client where the two have worked as a team.

Additionally, at least **ONE** of the references, for both the Primary Software Vendor and Implementation Services Vendor must be from a public sector organization of comparable size and complexity to the City of Fort Worth.

At the City's discretion any, or all, of the provided references may be scheduled for an onsite visit.

1.16 CORPORATE EXPERIENCE

1.16.1 The Responder must thoroughly describe, in the form of a narrative, its experience and success as well as the experience and success of major sub-Vendors in implementing the proposed software in an organization similar to the City.

1.16.2 The City requires services from an experienced and financially stable vendor. Proposals should highlight the vendor's corporate resources, including organizational structure, number of employees, and details of relevant previous experience, including the following information:

1.16.2.1 Date the company was established and ownership model,

1.16.2.2 Number of employees in the company, broken down by division or function (for example, number of staff engaged in systems architecture and design, systems development, software testing, performance tuning, training, documentation, and project management),

1.16.2.3 Number of staff who will be assigned to this project, and the percentage of time each of them will be dedicated throughout the project lifecycle,

1.16.2.4 Number of work locations and staff in the City (currently, and any changes anticipated if awarded this contract).

1.17 FINANCIAL STABILITY

Responders must submit copies of the most recent independently audited financial statements, as well as those for the preceding year. The submission must include the audit opinion, balance sheet, statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the Responder, the Responder must document the reason and, instead, submit sufficient information to enable the Evaluation Team to determine the financial stability of the Responder. The City reserves the right to require the Responder to submit additional financial information it deems necessary to complete its evaluation.

Project Deliverables

2.0 PROJECT DELIVERABLES

- 2.1 The Responder shall specify deliverables pertinent to its own methodology. After contract award, the Prime Vendor, in consultation with the City, will finalize the project deliverables.
- 2.2 Deliverables prepared by the Prime Vendor shall be subject to a formal acceptance process; deliverables prepared by the City will not. The Prime Vendor's and City's Project Managers shall establish a deliverable acceptance process, subject to Advisory Committee approval, that allows for variable approval levels and time frames, depending upon the nature of the deliverable. Prior to starting work on a written deliverable, the Prime Vendor must provide an annotated outline to City staff for approval. The City will be allowed a minimum of ten (10) business days to review, request changes, and/or approve deliverables. Deliverables requiring greater levels of approval, as determined by the City, shall allow additional time for review.

Evaluation Overview

1.0 SUMMARY OF EVALUATION CRITERIA

The following is a summary of the weighed factors that will be used in the evaluation of the Responders' proposals.

Specifications	Maximum Points
Software Specifications	455
Implementation Services Specifications	345
Cost Proposal	200
TOTAL	1,000

2.0 RESPONSE EVALUATION FACTORS

A maximum of 1,000 points may be awarded based upon the quality and thoroughness of the Responder's written response to each evaluation factor as follows.

2.1 SOFTWARE SPECIFICATIONS

Up to 455 points will be awarded based upon an evaluation of the applicability of the response to the functional and technical specifications as well as the strength of the software(s) vendor's qualifications and references. For points assigned from the functional and technical requirements matrices, the points will be awarded such that the highest scoring vendor receives all of the points, and all other vendors receive proportionately less points as their scores decrease from the top scoring vendor. The remaining software specification points will be assigned on the basis of the thoroughness of response to the Critical Functionality Narratives and vendor's qualifications and references.

2.2 IMPLEMENTATION SERVICES

Up to 345 points will be awarded based upon the evaluation of the Responder's proposed approach to implementation and the qualifications, references, and experiences of the Responder, SubVendor(s) and proposed staff.

2.3 COST PROPOSAL

Up to 200 points will be awarded based on the overall evaluation of the Responder's cost proposal. Points will be awarded on the results of inputting the Responder's cost into the City's costing formula (Low Price/Price Being Evaluated) X Maximum Points = Cost Proposal Score. Prior to calculation of the costing formula, the Responder's cost proposal. Additionally, cost points will be awarded on the basis of explanations and assumptions provided by the Responder to support its cost proposal and on the favorability of the Responder's Terms of Cost.

3.0 ORAL PRESENTATION

Upon selection as a finalist, the Responder will be required to present and demonstrate their proposed solution. The quality and breadth of the system functional capabilities and ease of use as well as the demonstrated knowledge and ability of key personnel will be the primary evaluation factors. Up to 200 points may be awarded for the Oral Presentation of the software proposal to the Evaluation Team.

4.0 EVALUATION PROCESS

- 4.1 The evaluation will consist of the following steps:
 - 4.1.1 Each proposal will be reviewed by the Procurement Coordinator and other resources as needed to ensure that all minimal submission requirements have been met. Proposals failing to meet minimal submission requirements will be eliminated from further consideration. The minimal submission requirements are listed in the Minimal Standard Requirements Checklist.
 - 4.1.2 The Evaluation Team will review each responsive proposal and determine if any clarifications are required. If so, Responders may be contacted and written clarifications may be obtained by the Procurement Coordinator. Proposals may be accepted and evaluated without such discussion. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Responders.
 - 4.1.3 Based on the scoring of the responsive proposals, the Evaluation Team shall prepare a short-list of those proposals that are judged as being most likely of providing an acceptable solution.
 - 4.1.4 The Responders on the short-list will be required to give a presentation and demonstrate their proposed systems to the Evaluation Team.
 - 4.1.5 Selected finalist Responders will receive a Request for a Best and Final Offer (BAFO). The BAFO will ask the Responders to clarify or amend their proposals based on a set of questions develop as a result of the RFP review and demonstration process.
 - 4.1.6 Amended proposals submitted in response to the BAFO request will be re-assessed and rescored.
 - 4.1.7 Adjustment of scores will be restricted to only those evaluation criteria that were addressed in the Request for BAFO. For example, if no questions were asked in the Request for BAFO regarding proposed staffing, the original score regarding staffing, for all vendors, would remain as-is and would not be allowed to change. If a question was raised in the BAFO letter for Vendor A, only Vendor A's score could be adjusted, based on the response. The other vendors' scores would remain unchanged.

- 4.1.8 The Evaluation Team may validate Responder claims for system performance and functionality. References may be contacted throughout the evaluation process.

- 4.1.9 Following completion of the formal evaluation and selection processes, the City will enter negotiations with the prime vendor(s) considered to represent the best value to the City.

Standard Terms and Conditions

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

1.0 ASSIGNMENT

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

2.0 ERRORS OR OMISSIONS

The Consultant will not be allowed to take advantage of any errors or omissions in this RFP. Where errors or omissions appear in this RFP, the Consultant shall promptly notify the City of Fort Worth Purchasing Division in writing of such error or omission it discovers. Any significant errors, omissions or inconsistencies in this RFP are to be reported no later than ten (10) days before time for the RFP response is to be submitted.

3.0 INDEMNITY AND RELEASE

- 3.1 Successful Consultant shall defend, indemnify and hold harmless the City of Fort Worth and all its Officers, Agents and Employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property due to any negligent act or fault of the successful Consultant, or of any agency, Employee, Subcontractor or supplier under the successful Consultant in the execution of, or performance under, any contract awarded. Successful Consultant indemnifies and will indemnify and hold harmless the City of Fort Worth from liability, claim or demand on their part, Agents, servants, customers and/or Employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in the halls, elevators, entrances, stairways or approaches of or the facilities within which the occupied premises are located. Successful Consultant shall pay any judgment with costs that may be obtained against the City of Fort Worth growing out of such injury or damages.
- 3.2 In addition to the indemnification requirement above, successful Consultant shall execute a statement releasing Fort Worth from any liability for injury or property damage incurred during this contract, unless such injury or property damage was the result of intentional conduct committed by an Employee of the City. Further, all Employees, Officers, and Agents of the successful Consultant or any Subconsultant shall be required to execute the release prior to entering into performance of any work associated with the contract to be awarded hereunder.

4.0 TERMINATION

- 4.1 If this award results in a contract, it shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by the City with a forty-five (45) day written notice prior to cancellation. In the event of termination, the City of Fort Worth reserves the right to award a contract to next lowest and best Consultant as it deems to be in the best interest of the City of Fort Worth.
- 4.2 Further, the City of Fort Worth may cancel this contract without expense to the City in the event that funds have not been appropriated for expenditures under this contract. The City of Fort Worth will return any delivered but unpaid goods in normal condition to the Consultant.

5.0 TERMINATION, REMEDIES, AND CANCELLATION

- 5.1 **Right to Assurance.** Whenever the City has reason to question the successful Consultant's intent to perform, the City may demand that the successful Consultant(s) give written assurance of successful Consultant's intent to perform. In the event a demand is made, and no assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the contract.
- 5.2 The City may terminate this agreement if the successful Consultant(s) fails to cure a material breach, which substantially impairs the value of the contract as a whole within thirty (30) calendar days of receipt of written notice being given by the other party. If more than thirty (30) calendar days are required to cure such default or breach, a reasonable time in excess of said days may be established, provided both parties agree in writing as to the time period to be substituted. In the event such default or breach is not cured within a specified time, the City may terminate this agreement upon thirty (30) calendar days written notification.
- 5.3 The City may also cancel this agreement for convenience upon forty-five (45) calendar days written notice to the successful Consultant. Effective date of such notice shall begin three (3) days after date of posting with the United States Postal Service with said notice being sent to last known address of successful Consultant(s).

6.0 CHANGE ORDERS

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

7.0 VENUE

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

8.0 CONFLICT OF INTEREST

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

9.0 INSURANCE

9.1 The successful Offeror (“Consultant”) shall carry insurance in the types and amounts for the duration of this agreement as listed in the Professional Services Agreement, Attachment B to this RFP, and furnish certificates of insurance along with copies of policy declaration pages and policy endorsements as evidence thereof.

10.0 CONTRACT CONSTRAINTS AND CONDITIONS

10.1 All services shall be provided in accordance with applicable requirements and ordinances of the City of Fort Worth, the State of Texas, and applicable federal laws.

ATTACHMENT A

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code.</p> <p>An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>	
<p>1. Name of person doing business with local governmental entity.</p>		
<p>2.</p> <p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>		
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>		

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

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

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

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship.

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

7.

Signature of person doing business with the governmental entity

Date

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF FORT WORTH** (the “City”), a home rule municipal corporation situated in portions of Tarrant, Denton and Wise Counties, Texas, acting by and through Karen L. Montgomery, its duly authorized Assistant City Manager, and [**INSERT FULL LEGAL NAME OF VENDOR**] (“Consultant”), a [enter state] [enter type of entity] and acting by and through [insert name of authorized signatory], its duly authorized president and CEO.

1. **SCOPE OF SERVICES.**

Consultant hereby agrees to provide the City with professional consulting services for the purpose of [insert purpose of agreement]. Attached hereto and incorporated for all purposes incident to this Agreement is **Exhibit “A,”** Statement of Work, more specifically describing the services to be provided hereunder.

2. **TERM.**

This Agreement shall commence upon _____ (“Effective Date”) and shall expire on _____, unless terminated earlier in accordance with the provisions of this Agreement. [Insert any available options]

3. **COMPENSATION.**

The City shall pay Consultant an amount not to exceed [\$insert amount] in accordance with the provisions of this Agreement and the Payment Schedule attached as **Exhibit “B,”** which is incorporated for all purposes herein. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first approves such expenses in writing.

4. **TERMINATION.**

4.1. **Written Notice.**

The City or Consultant may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

4.2 **Non-appropriation of Funds.**

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

4.3 Duties and Obligations of the Parties.

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

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

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

6. RIGHT TO AUDIT.

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

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

7. INDEPENDENT CONTRACTOR.

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

8. LIABILITY AND INDEMNIFICATION.

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

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

9. ASSIGNMENT AND SUBCONTRACTING.

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

10. INSURANCE.

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

10.1 Coverage and Limits

- (a) Commercial General Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate
- (b) Automobile Liability
\$1,000,000 Each accident on a combined single limit basis or
\$250,000 Bodily injury per person
\$500,000 Bodily injury per person per occurrence
\$100,000 Property damage

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

(c) Worker's Compensation

Statutory limits

Employer's liability

\$100,000 Each accident/occurrence

\$100,000 Disease - per each employee

\$500,000 Disease - policy limit

This coverage may be written as follows:

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

(d) Professional Liability (Errors & Omissions)

\$1,000,000 Each Claim Limit

\$1,000,000 Aggregate Limit

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

10.2 Certificates.

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

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

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

12. NON-DISCRIMINATION COVENANT.

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

13. NOTICES.

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

To The CITY:
City of Fort Worth
Attn: [insert department/contact]
1000 Throckmorton
Fort Worth TX 76102-6311
Facsimile: (817) 392-8654

To CONSULTANT:

14. SOLICITATION OF EMPLOYEES.

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

15. GOVERNMENTAL POWERS.

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

16. NO WAIVER.

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

17. GOVERNING LAW / VENUE.

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

18. SEVERABILITY.

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

19. FORCE MAJEURE.

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

20. HEADINGS NOT CONTROLLING.

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

21. REVIEW OF COUNSEL.

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

22. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

23. ENTIRETY OF AGREEMENT.

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

24. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF FORT WORTH:

[NAME OF CONSULTANT]:

By: _____
Assistant City Manager

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

ATTEST:

By: _____
City Secretary

ATTEST:

By: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
Assistant City Attorney

CONTRACT AUTHORIZATION:

M&C: _____

Date Approved: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
PAYMENT SCHEDULE