



ADDENDUM TO THE REQUEST FOR PROPOSALS
DIGITAL ARCHIVING PROJECT FOR THE CENTRAL LIBRARY
CITY OF FORT WORTH - PURCHASING DIVISION

ADDENDUM NO. 1

DATE ISSUED: NOVEMBER 16, 2009

REQUEST FOR PROPOSALS (RFP) NUMBER: 09-0245
ORIGINAL RFP CLOSING DATE: November 19, 2009 (changed)
REVISED SUBMISSION DEADLINE: December 3, 2009

RFP No. 09-0245, issued October 28, 2009, is hereby amended to incorporate in full text the following provisions:

1. Proposal Submission Deadline is changed to Thursday, December 3, 2009 at 1:30 p.m.
2. Page 3, section 1.0, Submission of Proposals, subsection 1.1, is changed from "One (1) original and ten (10) copies of all Proposal documents shall be submitted in sealed packages," to "**One (1) original, six (6) copies, and one pdf. version on Compact Disc (CD) of all Proposal documents shall be submitted in sealed packages.**"
3. Page 14, section 1.0, Response Format and Organization, subsection 1.3, Number of Copies, is **deleted** in its entirety.
4. Page 15, section 1.8 Minimum Submission Requirements, subsection 1.8.2, is changed from "Please refer to Section 8.0, Vendor Qualifications and References, for the information required to substantiate these requirements," to "Please refer to **Sections 1.14, Vendor Qualifications and References, 1.15 References, 1.16 Corporate Experience, and 1.17 Financial Stability for the information required to substantiate these requirements.**"
5. Questions and Answers document received through e-mails is hereby incorporated, in full text, pages 3 through 5.
6. The City of Fort Worth Network Access Agreement – Sample document is hereby incorporated, pages 6 through 9.

All other terms and conditions remain the same.



**JACK DALE
PURCHASING MANAGER**

.....

COMPANY NAME: _____

SIGNATURE: _____

NOTE: Company name and signature must be the same as on the Proposal documents.

RFP No. 09-0245
DIGITAL ARCHIVING PROJECT FOR THE CENTRAL LIBRARY
QUESTIONS AND ANSWERS

- Q1. Submission Due Date - The due date for responses is November 19th. Can this date be extended? (The RFP cover has a submission date of October 28th, but we did not receive it until November 5th).
- A1. The Submission due date for this RFP has been extended to December 3, 2009, please see item number of this addendum to RFP 09-0245.
- Q2. Page 3, Section 1.1 – This paragraph states that “One (1) original and ten (10) copies of all proposal documents” should be submitted. However, this differs from the instructions on page 14, Section 1.3. Please clarify the number copies needed and if a .pdf is needed as well.
- A2. Proposers should submit one (1) original, six (6) copies, and one (1) pdf. version on Compact Disc (CD) of all Proposal documents.
- Q3. Page 7, Section 2.2, Please indicate the number and types of files in the TCBHGS Collection.
- A3. TCBHGS: 1053 files(950 TIFFS, 951 JPG (duplicates) 103 images, unidentified format) FW Opera: 56 TIFF 57 JPEG. OLD FW HISTORIC Photos: 2319 TIFFS 1 image scanned at 2 different resolutions.
- Q4. What is the anticipated level of growth in this collection as well as the collection of 3,429 items noted?
- A4. The 3,429 figure includes TCBHGS and that separate collection will not grow in the foreseeable future. However as staffing and time permit, 1700 images (conservative count for Fox collection) are available to scan and other photo collections can be added such as CFW Housing, and several others. (Item count is unavailable at this time).
- Q5. What is the current storage capacity for the master files?
- A5. The current storage capacity for the master files is 3,429 items = 140 GB.
- Q6. Page 9, Section 1.5.1 – Please email a copy of the “City website security policies and restrictions” mentioned here.
- A6. <http://www.fortworthgov.org/library/info/default.aspx?id=51054>

- Q7. Page 10, Item 1.12 – Please clarify what is meant by “structured process reports.”
- A7. Structured process reports refer to the ability to create formatted data reports. Example: how many items were added during a particular work session, how many documents staffer XYZ has added in a month, or items added by collection code.
- Q8. Page 10, Item 1.14 – Please clarify what is meant by “digitized materials retention.”
- A8. Digitized Materials retention means tied to structured reports (above), we need to know when items were added, modified etc.
- Q9. Page 10, Item 1.15 – Where in the product would the Library expect to use the “drag and drop functionality” Please provide an example scenario for its use.
- A9. This functionality would be used to move a scan from one file to another, page to page or a file to a document etc.
- Q10. Page 11, Item 1.27 – Where in the product would the Library expect to use the “accessioning/de-accessioning feature” Please provide an example scenario for its use.
- A10. This feature would be used to update collection indices i.e. de-accessioned 6 linear feet of the Jary collection on 1/5/07.
- Q11. Page 11, Item 1.28 – Please elaborate and provide an example for the requirement to interface with the [SirsiDynix Symphony] Integrated Library System (ILS).
- A11. Ideally, thumbnails from the collection will be able to be viewed when conducting a search through the Library catalog (Horizon eventually Symphony) Example: Searching for info on Fort Worth saloons- catalog would pull up print material as well as photographs (thumbnails) that matched the key word(s) used in search.
- Q12. Page 11, Items 2.2 and 2.3 – Please email a copy of the Library’s Business Impact Analysis to describe the “retention and encryption” and “security” requirements mentioned in these items.
- A12. There is no document titled Business Impact Analysis for the Library at this time. Items 2.2 and 2.3 of page 11 are requirements/suggestions to be provided by the vendor.

- Q13. Page 16, Section 1.9, Regarding the "Technical Proposal Elements," please indicate what portions of the RFP are to be addressed for Tab 5 "Response to Hardware Requirements" and Tab 6 "Completed Technical Proposal Supplement."
- A13. Vendor should use best judgment to determine what elements should be addressed in Tab Responses.
- Q14. Regarding the "Cost Proposal Elements," please indicate what portions of the RFP are to be addressed for Tab 1 "Completed Cost Response Form" and Tab 3 "Completed Cost Proposal Supplement."
- A14. Vendor should use best judgment to determine what elements should be addressed in Tab Responses.

NETWORK ACCESS AGREEMENT

This **NETWORK ACCESS AGREEMENT ("Agreement")** is made and entered into by and between the **CITY OF FORT WORTH ("City")**, a home rule municipal corporation with its principal location at 1000 Throckmorton Street, Fort Worth, Texas 76102, organized under the laws of the State of Texas and situated in portions of Tarrant, Denton and Wise Counties, Texas, and (**LEGAL NAME OF COMPANY**) with its principal location at _____, ("**Contractor**").

1. **The Network.** The City owns and operates a computing environment and network (collectively the "**Network**"). Contractor wishes to access the City's network in order to provide [description of services]. In order to provide the necessary support, Contractor needs access to [description of specific Network systems to which Contractor requires access, i.e. Internet, Intranet, email, HEAT System, etc].

2. **Grant of Limited Access.** Contractor is hereby granted a limited right of access to the City's Network for the sole purpose of providing [description of services]. Such access is granted subject to the terms and conditions forth in this Agreement and applicable provisions of the City's Administrative Regulation D-7 (Electronic Communications Resource Use Policy), of which such applicable provisions are hereby incorporated by reference and made a part of this Agreement for all purposes herein and are available upon request.

3. **Network Credentials.** The City will provide Contractor with Network Credentials consisting of user IDs and passwords unique to each individual requiring Network access on behalf of the Contractor. Access rights will automatically expire one (1) year from the date of this Agreement. If this access is being granted for purposes of completing services for the City pursuant to a separate contract, then, this Agreement will expire at the completion of the contracted services, or upon termination of the contracted services, whichever occurs first. Services are being provided in accordance with City Secretary Contract No. _____.

4. **Renewal.** At the end of the first year and each year thereafter, this Agreement may be renewed annually if the following conditions are met:

4.1 Contracted services have not been completed.

4.2 Contracted services have not been terminated.

4.3 Within the thirty (30) days prior to the scheduled annual expiration of this Agreement, the Contractor has provided the City with a current list of its officers, agents, servants, employees or representatives requiring Network credentials.

Notwithstanding the scheduled contract expiration or the status of completion of services, Contractor shall provide the City with a current list of officers, agents, servants, employees or representatives that require Network credentials on an annual basis. Failure to adhere to this requirement may result in denial of access to the Network and/or termination of this Agreement.

5. Network Restrictions. Contractor officers, agents, servants, employees or representatives may not share the City-assigned user IDs and passwords. Contractor acknowledges, agrees and hereby gives its authorization to the City to monitor Contractor's use of the City's Network in order to ensure Contractor's compliance with this Agreement. A breach by Contractor, its officers, agents, servants, employees or representatives, of this Agreement and any other written instructions or guidelines that the City provides to Contractor pursuant to this Agreement shall be grounds for the City immediately to deny Contractor access to the Network and Contractor's Data, terminate the Agreement, and pursue any other remedies that the City may have under this Agreement or at law or in equity.

6. Termination. In addition to the other rights of termination set forth herein, the City may terminate this Agreement at any time and for any reason with or without notice, and without penalty to the City. Upon termination of this Agreement, Contractor agrees to remove entirely any client or communications software provided by the City from all computing equipment used and owned by the Contractor, its officers, agents, servants, employees and/or representatives to access the City's Network.

7. Information Security. Contractor agrees to make every reasonable effort in accordance with accepted security practices to protect the Network credentials and access methods provided by the City from unauthorized disclosure and use. Contractor agrees to notify the City immediately upon discovery of a breach or threat of breach which could compromise the integrity of the City's Network, including but not limited to, theft of Contractor-owned equipment that contains City-provided access software, termination or resignation of officers, agents, servants, employees or representatives with access to City-provided Network credentials, and unauthorized use or sharing of Network credentials.

8. LIABILITY AND INDEMNIFICATION. CONTRACTOR SHALL BE LIABLE AND RESPONSIBLE FOR ALL DAMAGES THAT THE CITY MAY INCUR DIRECTLY ON ACCOUNT OF ANY BREACH OF THIS AGREEMENT BY CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES. THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, SHALL NOT BE LIABLE FOR ANY DAMAGES THAT CONTRACTOR MAY INCUR AS A RESULT OF THE CITY'S RESTRICTIONS TO OR DENIAL OF ACCESS TO CONTRACTOR'S DATA ON ACCOUNT OF ANY BREACH OF THIS AGREEMENT BY CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, OR FOR ANY REASONABLE SECURITY MEASURES TAKEN BY THE CITY. IN ADDITION, CONTRACTOR SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, AND ALL CLAIMS, DEMANDS AND JUDGMENTS THEREFORE, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S) OR INTENTIONAL MISCONDUCT OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS AND/OR EMPLOYEES. CONTRACTOR, AT CONTRACTOR'S OWN COST OR EXPENSE, HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND/OR EMPLOYEES FROM AND AGAINST ANY CLAIM, LAWSUIT, DEMAND OR OTHER ACTION TO THE EXTENT THAT THE SAME ARISES FROM THE NEGLIGENT ACT(S) OR OMISSION(S) OR INTENTIONAL MISCONDUCT OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

9. Confidential Information. Contractor, for itself and its officers, agents, employees, and representatives, 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. Contractor further agrees that it 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. Contractor shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

10. Right to Audit. Contractor agrees that the City shall, during the initial term, any renewal terms, and until the expiration of three (3) years after termination or expiration of this contract, have access to and the right to examine at reasonable times any directly pertinent books, data, documents, papers and records, both hard copy and electronic, of the Contractor involving transactions relating to this Agreement. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor 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 Contractor reasonable advance notice of intended audits. Contractor further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, during the initial term, any renewal terms, and until expiration of three (3) years after termination or expiration of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, data, documents, papers and records, both hard copy and electronic, 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.

11. Agreement Cumulative. This Agreement is cumulative of and in addition to any written contracts, agreements, understandings or acknowledgments with the City signed by Contractor. This Agreement and any other documents incorporated herein by reference constitute the entire understanding and Agreement between the City and Contractor as to the matters contained herein regarding Contractor's access to and use of the City's Network.

12. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by an authorized representative of both the City and Contractor.

13. Assignment. Contractor may not assign or in any way transfer any of its interest in this Agreement. Any attempted assignment or transfer of all or any part hereof shall be null and void.

14. 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.

15. Force Majeure. Each party shall exercise its best efforts to meet its 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.

16. Governing Law / Venue. This Agreement shall be construed in accordance with the 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.

17. **Signature Authority.** The signature below of an authorized representative acknowledges that the Contractor has read this Agreement and agrees to be bound by terms and conditions set forth herein.

ACCEPTED AND AGREED:

CITY OF FORT WORTH:

CONTRACTOR:

By: _____
Karen L. Montgomery

Assistant City Manager

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

ATTEST:

ATTEST:

By: _____

Marty Hendrix

City Secretary

By: _____
Name: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
Assistant City Attorney
M & C: _____