

Request for Proposals

The City of Fort Worth is issuing this request for proposals (RFP) for Flood Warning Software (FWS) that will collect, analyze, and display real-time and historical rain and water level measurements.

1.0 SUBMISSION OF PROPOSALS

- 1.1 One (1) original, six (6) bound copies, and one (1) copy of all Proposal documents in PDF format on a USB (flash) drive shall be submitted in sealed packages. Proposer's name and address as well as the RFP number and title 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
200 Texas 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., March 9, 2017. The submitting Proposer 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 Proposer or the City of Fort Worth's internal mailing system will be the responsibility of the Proposer. 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's 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 a Proposer 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 Proposer 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 Proposer's are advised that the City, to the extent permitted by law, will protect the confidentiality of their Proposals. Proposer 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 Proposer 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 Proposer, who may then make arguments to the Attorney General

Pursuant to 552.305, Texas Government Code. The City will not make arguments to the Attorney General.

4.0 COMPLETION OF RESPONSES

- 4.1 Proposals shall consist of a written narrative addressing the scope of services and other terms listed in this RFP, and the forms provided which shall be printed, and filled out electronically.
- 4.2. Information presented in the proposals will be used to evaluate the professional qualifications of the Proposer(s) and to determine the Proposer(s) which will be selected to provide employee benefit services to the City.
- 4.3 Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.
- 4.4 The proposal narrative (does not include the forms) shall be limited to a maximum of fifty (50) 8-1/2" by 11" pages (one side only and including cover letter) using a font size no smaller than 11 point and one inch margins.
- 4.5 Proposal narrative should be sectioned according to the evaluation factors Appendix A Clarifications for the Proposer Response Form (PRF) and Appendix B Proposer Price Form (PPF), not previously covered under sections A-C, can be described in the proposal narrative.**

5.0 CLARIFICATIONS AND ISSUANCE OF ADDENDA

- 5.1 Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP must be requested from Sheila Baker, Contract Compliance Specialist, by February 22, 2017.
- 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 Proposers 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 Sheila.Baker@fortworthtexas.gov. 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. Proposers 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 Proposer 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	February 8, 2017
Pre-Proposal Conference	February 15, 2017
Deadline for Questions	February 22, 2017 5:00 PM (Local Time)
Proposals Due Date	March 9, 2017
Proposal Evaluations	March 9, 2017 – April 17, 2017
Demonstrations	April 17, 2017 – April 21, 2017
Recommended Vendor Selection	April 21, 2017
Contract negotiations	April 24, 2017 - May 19, 2017
City Council Approval	June 2017
Contract Effective Date	July, 2017

8.0 PERIOD OF ACCEPTANCE

Proposer acknowledges that by submitting the Proposal, Proposer 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 180 calendar days from the date of opening, unless the Proposer notes a longer period.

9.0 TAX EXEMPTION

City is exempt from Federal Excise and State Sales Tax for equipment or material incorporated into a City project; therefore, tax shall 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 Proposers.

11.0 NEGOTIATIONS

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

12.0 CONTRACT INCORPORATION

The contract documents shall include, the City's Professional Services Agreement (Attachment B to this RFP) and such other terms and conditions as the parties may agree.

13.0 NON-ENDORSEMENT

If a Proposal is accepted, the successful Proposer (hereinafter Contractor), 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 Proposer's services.

14.0 UNAUTHORIZED COMMUNICATIONS

After release of this solicitation, interested or proposing firms' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Manager, the Minority and Business Enterprise (MBE) Office, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of interested or proposing firms shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's Consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's Consultants regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any interested or proposing firm violates the foregoing prohibition by contacting any of the above-listed parties with whom contact is not authorized, such contact may result in the firm being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

15.0 PROPOSAL EVALUATION PROCESS

15.1 An evaluation committee will evaluate the responses to this Request for Proposals, may interview one or more firms, and may recommend one or more firms to the City Manager. Selection of a firm may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

- 15.2 The City's evaluation panel will review all responsive submittals and select the best evaluated proposals for further interview.
- 15.3 The City anticipates selecting a Proposer(s) that will be recommended to the City Council for award of a contract to provide the requested professional services to the City of Fort Worth.
- 15.4 The City reserves the right to reject any or all proposals.

16.0 PROPOSAL EVALUATION FACTORS

Selection will be based on the qualified Contractor's proposal that is determined to be the most advantageous to the City considering the relative importance of valuation factors listed below:

- 16.1 Company qualifications from narrative and Proposer Response Form (PRF) 15%
- 16.2 Functionality & usability from narrative section and PRF 30%
- 16.3 Professional services from narrative section and PRF 20%
- 16.4 Weighting of raw score from PRF 15%
- 16.5 Pricing from Proposer Price Form (PPF) and narrative 20%

Company qualifications, functionality and usability, and professional services will be rated based on the proposal narrative and written responses in the PRF form. Raw scores from the PRF form will be weighted by 15%, and pricing from the PPF form will be weighted at 20%.

Proposers should evaluate and describe the software's **base requirements** as specified in scope of work to determine whether they are likely to be considered for selection.

Proposals not meeting all the base requirements are subject to rejection.

17.0 GENERAL PROVISIONS

The Contractor 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.

18.0 ERRORS OR OMISSIONS

The Contractor will not be allowed to take advantage of any errors or omissions in this RFP. Where errors or omissions appear in this RFP, the Contractor 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.

19.0 TERMINATION

- 19.1 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 thirty (30) 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.

- 19.2 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.

20.0 TERMINATION, REMEDIES, AND CANCELLATION

Right to Assurance. Whenever the City has reason to question the Contractor's intent to perform, the City may demand that the Contractor(s) give written assurance of Contractor'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.

21.0 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 Financial Management Services Department and signed by both parties. Change orders must be prior approved by the Fort Worth City Council when the amount exceeds \$50,000.00.

22.0 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.

23.0 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.

24.0 INSURANCE

For the duration of a contract resulting from this RFP, Contractor shall carry insurance in the types and amounts as listed in Section 10, Insurance, of the Professional Services Agreement (Attachment B) attached to and associated with this RFP.

25.0 CONTRACT CONSTRAINTS AND CONDITIONS

- 25.1 All services shall be provided in accordance with applicable requirements and ordinances of the City of Fort Worth, laws of the State of Texas, and applicable federal laws.
- 25.2 The Contract(s) awarded from this RFP shall be executed for a two-year initial term with three (3) one-year options to renew at the City's sole discretion.

26.0 MINORITY BUSINESS ENTERPRISE (MBE)/SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS

A waiver of the goal for MBE/SBE subcontracting requirements was requested by the Purchasing Division and approved by the Minority/Women Owned Business Enterprise (M/WBE) Office, in accordance with the Business Diversity Enterprise (BDE) Ordinance, because the purchase of goods or services is from sources where subcontracting or supplier opportunities are negligible.

27.0 COOPERATIVE PURCHASING

- 27.1 Should other governmental entities decide to participate in this contract, Proposers, shall indicate in their proposals whether they agree that all terms, conditions, specification, and pricing would apply.
- 27.2 If the successful Proposer agrees to extend the resulting contract to other governmental entities, the following will apply: Governmental entities within utilizing Contracts with the City of Fort Worth will be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Fort .
- 27.3 Worth will be billed directly to that governmental entity and paid by that governmental entity. The City of Fort Worth will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/services as needed.
- 27.4 Proposer should be aware that if matching funds from, but not limited to, State and Federal agencies are used for this or other contract for which the FWS was purchased, the Proposer will become a sub-contractor entering into terms of contract with the funding entity.

28.0 PAYMENT

All payment terms shall be "Net 30 Days" unless otherwise specified in the proposal.

- 28.1 Service Contractor shall invoice no more frequently than monthly for services provided. Invoicing shall meet the milestone dates specified in the contract.
- 28.2 Invoices shall be submitted to the City department that ordered and received the services provided.
- 28.3 Successful proposers are encouraged to register for direct deposit payments prior to providing goods and/or services using the forms posted on the City website at <http://www.fortworthtexas.gov/purchasing>.

29.0 CERTIFICATE OF INTERESTED PARTIES FORM 1295

The successful proposer is required to complete online and notarize the Certificate of Interested Parties Form 1295 and the form must be submitted to the Purchasing contact

listed in the solicitation before the purchase/contact will be presented to the City Council.
The form be completed
at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

30.0 CHANGE IN COMPANY NAME OR OWNERSHIP

The Contractor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement.

Failure to do so may adversely impact future invoice payments.

31.1 SCOPE OF SERVICES

31.2 BASE REQUIREMENT

The following base requirements shall be met in order to qualify for submission

Software ingests ALERT and ALERT2 communication protocol,

Software can deliver data through APIs,

Software minimally has texting, and email alerting against user-defined measurement triggers.

Software has two-way communication, and ability to control external devices such as road side flashers, sirens, and automated barricades,

Software has mapping/GIS capabilities to display sensor data.

Robust customer support

32.0 BACKGROUND

The City owns and operates a High-Water Warning System (HWWS) at 52 hazardous low- water crossings. Flashers at these crossings are triggered to go off when water levels measured by pressure transducers exceed pre-set thresholds. Of the 52 sites, 36 also

contain rain gages. Data controllers from low-water stations communicate their data to the relay station and base station using Automated Local Evaluation in Real Time (ALERT) protocol. Data is then sent to a dedicated server via the internet. Datawise (v10) is used to collect, display, and disseminate data and alerts to external partners, relevant City staff and first responders. The overall purpose of this RFP is to ensure reliable rain and water level measurement from the current and expanded HWWS, and to disseminate relevant flood information to City staff, external partners, and the public. ALERT at new gaging sites will be replaced with ALERT2. This bid solicitation is for Flood Warning Software (FWS) that is capable of collecting, displaying and generating notifications from the data collection network.

33.0 CURRENT SITUATION

This section summarizes the current Flood Warning system relevant to this RFP.

Sensor Network: The HWWS consists of gaging for weather and water levels, and flashers for alerting drivers. There are 2 dedicated weather stations that measure precipitation, barometric pressure, wind speed and direction, temperature and relative humidity. There are 5 lake level monitoring stations that measure water levels using pressure transducer tubes (PT) and precipitation. The rest of the 45 station network consists of precipitation, water level PT tubes, and flashers at low-water road crossings that are triggered by rising water levels measured by the PT tubes. The data are transmitted from the sensors to the High Sierra Remote Telemetry Units (RTUs) which broadcasts using VHR radio frequencies and ALERT protocol to a base station and repeater station. The base station and the warning alerts are controlled by DataWise software. The flashers have duplex communication with the master controller.

Flood Warning/Data Acquisition Software (Datawise, v10): Currently, the City uses Datawise v10 in a self-hosted environment. Datawise is a thin client application that runs on an Apache webserver with a SQL Server database. There is a URL for mobile access with reduced functionality for viewing on smart devices and tablets. The primary use, as currently configured, is data collection and alerting.

Operating System & Servers: The PCs in the City are run on Windows 7 and Windows 10 OS, with eventual migration of all PCs to Windows 10. The Windows Server 2012/2013 is the server software most commonly used.

GIS & Mapping: The City uses the ESRI suite of ArcGIS and ArcServer products for desktop and web-based mapping applications. The Citywide GIS is managed by the City's IT Solutions Department. Extensive City-wide data is regularly updated, which includes drainage features (inlets, storm drains, outfalls etc.) maintained by TPW/Stormwater. The Proposer is expected to be fully familiar with ArcGIS functionality, geodatabases, ArcGIS APIs, GIS web services and accessibility.

Geocortex: The City uses Geocortex to ingest and display data streams from a variety of internal and external data sources for Active Operation Picture (AOP) in emergency management.

Open Data Portal: The City uses Socrata for its open data portal.

Databases: The City uses SQL Server (2012 and above) as its database platform.

Hydrologic Software: TPW/Stormwater uses HEC-RAS, HEC-HMS, XPSWMM, and Innovyze/ICM to model riverine and flood prone areas of the City.

Flood Response & Key Participants: The field crews from TPW/Stormwater division respond to high water alerts at gaged and other common flooding sites by placing barricades, removing debris from clogged pipes, and to alert fire and police emergency responders. Prior to the flooding event, the City's Office of Emergency Management

(OEM) determines level of threat and escalates flood response by City and external partner agencies. Key external and internal stakeholders: TPW/Stormwater Management, TPW/Street, Fire & Police Departments, OEM, National Weather Service (NWS), Tarrant Regional Water District (TRWD), Tarrant County (Judge), and the US Army Corps of Engineers (USACE).

Flood Warning Study - The City has evaluated its current Flood Warning system through a separate consultant contract. Findings and documentation will be made available to the successful Proposer upon contract execution. The aforementioned documentation will be considered as the City providing an adequate overview of the “as-is” situation, but it will be responsibility of the successful Proposer to assess its adequacy for the intended purposes, and to evaluate the existing processes. Any resulting new documentation by the Proposer shall become the property of the City.

34.0 COMPANY QUALIFICATIONS

Personnel and Ownership - Proposer should explain ownership arrangement, and personnel in the company. Brief resumes are encouraged in the proposal.

Project Manager - The successful Proposer is expected to name a Project Manager (PM). The Project Manager shall be responsible for planning and executing all professional services provided by the successful Proposer. The successful Proposer’s PM will work with the City’s PM and other City staff to ensure coordination and completion of all project activities. The successful Proposer will name a Senior Manager as Executive Sponsor for the project. This individual shall provide executive oversight to the Proposer’s work on this project, and resolve any issues that may arise that cannot be resolved through working with the designated Project Manager. The Proposer’s PM shall have, at the direction and approval of the City, the authority to make commitments and decisions that are binding on the successful Proposer and any sub-contractors. The successful Proposer’s PM can only be changed with the City’s PM’s (or designee) approval. The proposal should highlight the qualifications, experience, and background of their PM.

Software Management - Explain the Proposer’s approach to software development, its life cycle, and QA/QC. Clearly identify how much of the software development is performed in-house with company personnel vs. out-sourced code development.

Confirmation of “Fit” - The successful Proposer is expected to review the details of the City’s requirements for the FWS software listed in this document and the forms, and to confirm their “fit” against the capabilities of the proposed solution. The Proposer will work with the City’s implementation team during initial work planning to amend the scope as mutually deemed necessary to align the City’s needs with the capabilities of the selection solution and proposed scope of implementation services.

35.0 FUNCTIONALITY AND USABILITY

Commercial-off-the-Shelf (COTS) Software - The City believes that the FWS software should be substantially COTS with configuration capabilities to meet the City’s specific

needs. Acquiring a COTS solution will provide significant benefits including: previously tested and deployed software, provides for periodic enhancements and improvements, and staying compatible with evolving technologies. The City is not interested in custom developed, or first time prototype solutions.

The successful Proposer is either the COTS developer providing professional services (implementation services) support, or a professional services provider who has the full backing and support of the COTS developer. The Proposers should understand software development, implementation and support, and full extent of flood warning supported by the FWS software.

COTS software with the following history will be considered:

- Successfully implemented in at least three (3) agencies similar in size, requirements, and function to the City of Fort Worth,
- FWS interface software should have its own integrated modules with minimal use of third- party software,
- A mature tool with wide use and one that has kept up with technological changes,
- The City prefers solutions that require no customization to the base code, but that are configurable to meet the City's needs,
- The City will consider hosted, self-hosted, or hybrid solutions as options and choose depending on best benefit to the City,
- The software should be capable of running in Windows Server 2012 or later releases,
- The City strongly prefers a web based FWS architecture. The City requires use on the current version of all commonly used web browsers, including but not limited to: Internet Explorer, Edge, Chrome, Safari, and Firefox.
- SQL Server 2012 is the preferred database standard (if City self-hosts),
- GIS and mapping capability
- FWS should have public user, and system administration facing app available on common mobile devices such as iPhone, Android, and Windows based cell phones.

Proposers are expected to outline their future direction (which could be due to internal R&D development, or externally driven) in developing, implementing and integrating COTS software solutions for Flood Warning. It is expected that deployed software will work seamlessly and without much effort across multiple viewing platforms (web browser, cell phones and other mobile devices).

Vendor Hosted vs. City Self-Hosted vs. Hybrid System - The Proposers are encouraged to demonstrate their capabilities through hosted services, or a hybrid of hosted/self-hosted service. The City has preference for the following hosted services. Vendors should address how they meet these preferences in the proposal narrative:

- Software shall run on Windows 2012 or latest version of Windows Operation System.
- Software shall be able to run in a Virtual Environment.
- Preferred solution shall utilize 64-bit environment.
- Software shall maintain compatible wildcard SSL (Secure Socket Layer) certificates.
- Prefer web solution over client server solution.
- Browser capability with latest versions of all browsers.

- Each API for the product shall be well documented.
- Database shall be SQL Server 2012 or later.
 - Prefer virtualization vmware.
 - Windows Integrated authentication preferred SQL integrated allowed
 - Preferred reporting is SSRS.
 - Software shall include data purge capability.
 - Software shall support ADFS. (On Prem or Cloud shall be ADFS)
 - LDAPS and TLS Compliance (Active Directory Data and Security)
 - Windows 10 and 7 64 bit
 - Software shall support Office 365 Pro Plus version 2016
 - Mobile Capability.

For Cloud-based solutions, the following are the preferences:

- Browser capability with latest versions of all browsers.
- Each API for the product shall be well documented.
- API for data transfer.
- Retention policies when backed up and how often.
- Software shall include data purge capability.
- Software shall support ADFS. (On Prem or Cloud shall be ADFS)
- Software shall support Office 365 Pro Plus version 2016.
- Mobile Capability

Proposals for self-hosted solutions should address requirements for City hosting. Hybrid offers should detail hosted and non-hosted components.

Integration - The FWS software solution must interact with several existing City computer systems as shown in table below. The FWS should work with SOAP, REST, XML and JSON. The new FWS should have an existing API that can be utilize with various programs as needed. The functional requirement for each of these integration points is described in the corresponding sections of the Proposer Response Form (PRF).

EXISTING/UPGRADES	System to FWS	FWS to System	Preferred level of Integration
1. GIS	FWS should be able to consume ESRI map services	Ability to push maps to City public data portal	Access to sites with high-water alerts, dashboard diagnostics (over pre-set period)
2. Social Media		Send alert and warning messages via social media	Ability to post on commonly used social media outlets such as facebook, twitter, and emergency notification service

3. External Websites	Data from external web data portals, ftp, and radar (NEXRAD and CASA)	The FWS must be capable of delivery (through APIs and other means) to publically accessible websites	Data accessibility by public (municipal/state/federal) websites
4. Partner Telemetry	Ability to read commonly used one-way and two-way telemetry protocols: Cellular, Sutron, GOES/satellite transmission, TCP/IP etc.		While the City will continue to use ALERT and ALERT2, the software (with proper communication hardware) should be capable of using common telemetry protocols
5. Open data		Ability to extract live data in readable format for Open Data Platforms for external agency consumption	Data extraction from SQL database (if City hosted), or live data pull API (if Company hosted)

Schedule - It is the expectation of the City that the FWS software shall be in production within 6 months of execution of the contract. The Proposer is required to provide a full project schedule for all services specified in the RFP. The project schedule should be fully resource loaded for Proposer personnel. The Proposer should carefully explain any deviations from the above expectation based upon its project implementation approach.

36.0 PROFESSIONAL SERVICES

Critical components of this acquisition include configuration and localization of the software, migration of data, required process re-engineering, integration with external devices, testing, deployment and project management. Professional services should be delivered in accordance with industry standard practices. The following sections identify the critical professional service components.

Installation Services - The successful Proposer is expected to install all components of its software solution on the computers available for this project. The installation should include all software needed to make its system fully functional on servers and workstations including mobile devices. The successful Proposer will be responsible for installing its software in a development/test/production environment, depending on timing of hosting. The successful Proposer is expected to set up and/or work closely with the City's ITS Department to set up the appropriate security controls, backup recovery processes, and other components necessary for production operation of the system. The successful Proposer is expected to provide an installation plan and conduct an appropriate installation test process (baseline and production) to ensure that all components are properly installed and ready for use. The successful Proposer is expected to work closely with the City's Information Technology Solutions (ITS) Department to ensure that the

City's standard for operations and security are followed.

Migration Services - The successful Proposer is expected to ensure data migration (historical data collected using DataWise v10) from the existing Datawise v10 software and other historical weather data collected by the City to the new FWS software. All software and data migration procedures shall be documented and provided to the City.

Documentation - Complete product documentation should be provided by the successful Proposer for functional, technical, and implementation aspects of the system. Documentation shall include standard reference manuals, training materials, systems administration manuals, and product technical specifications. The City prefers machine editable electronic versions of documentation for easy dissemination to end users provided they have the rights to reproduce and distribute the documentation internally for City use only. Another key aspect of effective documentation is project and implementation documentation using the project's artifacts.

Training Services - The successful Proposer shall provide on-site training targeting end- users, software administrators, and train-the-trainers for up to 20 City staff and contracted consultants. Training services shall include training plan, training targeted at the appropriate level based on participants' background, and re-training where necessary to ensure an effective use of the new software. The training plan must document an approach that validates that the City's employees are/are not prepared and ready to assume technical and functional responsibilities for executing program responsibilities with the new FWS software. The training plan and associated costs should specify likely retraining needs such as significant software upgrades, or when there's significant change in City personnel. Key factors in the training program are:

- Instructors have had previous formal classroom instructor training and relevant experience with the software and related hardware
- Instructors demonstrate a thorough knowledge of the material covered in the courses and familiarity with the training manuals, system documentation tools, and training aids
- When pre-recorded lectures or other video presentations are part of the training course, the instructor or a qualified substitute supplements the recorded material
- The City has the right to video record all training sessions for its own use
- All training materials shall be submitted to the City 10 working days prior to the start of any classroom instruction
- Principal documents used for training and reference are tailored to reflect the installed and as- configured FWS hardware, software, and user requirements. This must include a guide to any customization that will be required to support the system as participating software vendors release updates
- Training shall include pre-determined flooding scenarios that have been coordinated with the City's PM
- Re-training.

Implementation Testing Services - Testing is an extremely important part of the FWS software. Best practices require formal testing procedures which (but not limited to):

- Test software capabilities using artificial/fake sensor data for end-to-end integrity of system
- Test sensor readings for anomalies
- Test alerts to appropriate internal and external text/email groups
- Document results of testing

The successful Proposer must develop, document, and execute a Test Plan during various phases of the implementation. The Proposer should describe in its proposal, its specific test approach, past experience with testing, and testing issues likely encountered for the City. Testing shall include the following validation elements:

- Each software component of the proposed FWS software is installed and is functioning on the designated City computer
- Each systems integration component is installed and functioning properly and the required data transfers from sensor-to-alert is working as demonstrated through end-to-end data flows
- All existing sensors are incorporated in the FWS software, and tested for the applicable suite of software capabilities (diagnostics, threshold triggers, alerts etc.).
- All components of the proposed solution interoperate with one another including but not limited to: server software, client operating software, database software, networks, mobile devices, printers, back facilities, open data portals, and other software (e.g., GIS)
- All training activities are evaluated to ensure that the City's personnel have received adequate training at a level sufficient to operate the new FWS software in an effective manner
- All documentation (including on-line help) is operational and accurately describes the FWS software as configured for the City.

The City will review the proposed test plan at least four (4) weeks prior to the scheduled beginning of testing, and will either accept the plan or indicate necessary changes to the test plan. Acceptance testing of all aspects of the proposed solution must be successfully completed according to the agreed-upon test plan before the proposed solution is considered acceptable.

The successful Proposer should describe its entire test plan, test execution, and acceptance approach. If the approach differs materially from the above outline, but substantially conforms to the intent and rigor above, explanation in writing must be provided.

Deployment - The successful Proposer will prepare a work plan for moving the proposed FWS software to the production environment, upon final acceptance of testing. This plan must include:

- Installation and validation of all elements of the system on production hardware specified by the City
- All collected sensor data are fully incorporated in FWS software and ready to go live: dedicated web servers can display data to the City staff and the public, external applications are able to access data from the webserver, timely alerts are issued,

FWS softwarecross- validates measurements among sensors in the local footprint

- Monitoring of the production for three (3) rainfall events following “go live,” to identify and remedy any shortcomings in the specified functionality due to the move to production.

Depending on whether the hosted or non-hosted solution is deemed most beneficial for the City, the City prefers to be self-reliant as much as possible. The proposal should describe the Proposer’s approach to application support, end user help, and on-going maintenance services, including, but not limited to:

- Audit trail of all system activities by user, date & time
- Maintenance of City security policies, and periodic security checks
- Alerts for unauthorized or suspicious activities
- Application updates (standard product releases)
- Safe guards against real-time monitoring and alerts
- Enhancements and major application improvements (functionality and technical)
- Problem resolution and escalation
- Maintenance modules in the FWS for the sensor network
- “Patch and fix” activity
- Help Desk
- User Groups

The City requires that the successful Proposer provide an approach for post-implementation supportfor twelve (12) months following start of production use of full system. The proposal should also include all costs associated with this first year of support, plus a stipulated annual maintenance/support fee for the five (5) years following the end of the first year of support.

PROPOSER RESPONSE FORM (PRF) - The Proposer must fill out all sections of the PRF form, both electronically, and printed as attachment to their proposal. The matrix in the PRF spreadsheet provides room for the following responses for each of the requirements:

- Meets without modification
- Requires modification to standard package(s)
- Requires custom application development
- Can be accomplished in an alternative way
- Not Applicable
- In the designated area (comments), the proposer can provide additional explanation.
- Proposers are encouraged to provide more detailed descriptions and clarifications inthe proposal narrative, clearly identifying requirement number in the PRFform.

PROPOSER PRICE FORM (PPF) - The City places a great deal of emphasis on the importance of meeting the requirements as stated in the RFP. However, the City is also keenly focused on conducting a competitive procurement which results in the best value for the City. It is the proper blending of functionality and price that will yield the best value. It is important that the Proposer’s responses clearly identify all costs associated with the acquisition and implementation of the FWS software. This section includes a discussion of

the key cost elements that will make up the Proposer's proposed price. In addition to explaining pricing options in the proposal narrative, Proposer should fill out relevant sections of the PPF.

COTS Solution - The Proposer should very clearly identify the proposed price for its COTS solution software. The Proposer should clearly identify the price of its core application, plus the prices of any additional add-on modules supplied by the Proposer. Modules which are optional should be clearly marked as optional.

License Fees - Prices may be quoted as license fees for the entire enterprise (site license) or they may be quoted as a per seat license fee. The Proposer should explain all available licensing options. The Proposer will provide maintenance and support cost for all third party software provided with the Proposer's application. The Proposer shall indicate the number of years for which these prices are valid.

Maintenance Fees - The City is interested in acquiring a COTS solution that incorporates a program of maintenance services including help desk support, problem resolution, fixes and patches and regular releases of enhancements and product improvements. The Proposer should state the pricing for such maintenance services for the first ten years following the beginning of the City's production usage of the software. The Proposer should describe any options of premium services available for this maintenance service e.g., 24x7 help desk etc.

Hardware and Network Infrastructure - If the City chooses to host the software internally, we will acquire all necessary servers, desktops, and mobile devices for this project through separate procurement. If the Proposer's solution requires any specialized equipment, the costs of these devices should be included in the Proposal.

Implementation Services - In order to provide for a valid competitive comparison of Proposer proposals, it is important that each Proposer provide specific details on what is included and what is excluded from its price for implementation services. The Proposer should specify what services they are providing, the number of staff hours by labor category included in its price, and the total cost of the proposed services. All prices should be fully loaded costs and travel costs should be identified.

Customization Costs - It is the intention of the City to purchase a COTS solution that does not require modification if at all possible. However, proposers are provided the option of indicating an additional cost to comply with any of the functional requirements listed in the PRF and PPF. If a Proposer indicates a cost to modify its solution, such modifications should not adversely impact the City maintenance service, or the City's ability to apply future upgrades. Customizations will only be considered by the City if they can be isolated from the Proposer's standard code.

ATTACHMENT A

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Fort Worth) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire must be filed with the Fort Worth City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code.

An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.**2.**☐**Check this box if you are filing an update to a previously filed questionnaire.**

(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.)

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.**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.**

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity****Page 2****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

SAMPLE PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF FORT WORTH** ("City"), a Texas home rule municipal corporation, acting by and through _____, its duly authorized Assistant City Manager, and _____, _____. ("Vendor"), a _____, and acting by and through _____, its duly authorized _____, each individually referred to as a "**party**" and collectively referred to as the "**parties**."

AGREEMENT DOCUMENTS:

The Agreement documents shall include the following:

1. This Professional Services Agreement;
2. Exhibit A – Scope of Services;
3. Exhibit B – Price Schedule; and
4. Exhibit C – Verification of Signature Authority Form.

Exhibits A, B and C, which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of Exhibits A, B or C and the terms and conditions set forth in the body of this Agreement, the terms and conditions of this Agreement shall control.

1. SCOPE OF SERVICES.

_____ [simple description of scope of services].
Exhibit "A," - Scope of Services more specifically describes the services to be provided hereunder.

2. TERM.

This Agreement shall begin on _____, 20____ ("Effective Date") and shall expire on _____, 20____ ("Expiration Date"), unless terminated earlier in accordance with this Agreement ("Initial Term"). [City shall have the option, in its sole discretion, to renew this Agreement under the same terms and conditions, for up to _____ (____) one-year renewal options, at City's sole discretion.]

3. COMPENSATION.

City shall pay Vendor in accordance with the fee schedule of Vendor personnel who perform services under this Agreement in accordance with the provisions of this Agreement and Exhibit "B," – Price Schedule. Total payment made under this Agreement for the first year by City shall be **in the amount of** _____ **Dollars (\$_____)**. Vendor shall not perform any additional services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

4. TERMINATION.

4.1. Written Notice. City or Vendor 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 City in any fiscal period for any payments due hereunder, City will notify Vendor 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 City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

4.3 Duties and Obligations of the Parties. In the event that this Agreement is terminated prior to the Expiration Date, City shall pay Vendor for services actually rendered up to the effective date of termination and Vendor shall continue to provide City with services requested by City and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Vendor shall provide City with copies of all completed or partially completed documents prepared under this Agreement. In the event Vendor has received access to City Information or data as a requirement to perform services hereunder, Vendor shall return all City provided data to City in a machine readable format or other format deemed acceptable to City.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

5.1 Disclosure of Conflicts. Vendor hereby warrants to City that Vendor has made full disclosure in writing of any existing or potential conflicts of interest related to Vendor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Vendor hereby agrees immediately to make full disclosure to City in writing.

5.2 Confidential Information. Vendor, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by City ("City Information") as confidential and shall not disclose any such information to a third party without the prior written approval of City.

5.3 Unauthorized Access. Vendor 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. Vendor shall notify City immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised, in which event, Vendor shall, in good faith, use all commercially reasonable efforts to cooperate with City in identifying what information has been accessed by unauthorized means and shall fully cooperate with City to protect such City Information from further unauthorized disclosure.

6. RIGHT TO AUDIT.

Vendor agrees that City shall, until the expiration of three (3) years after final payment under this contract, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Contract at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Vendor shall operate as an independent contractor as to all rights and privileges and work performed under this Agreement, and not as agent, representative or employee of City. Subject to and in accordance with the conditions and provisions of this Agreement,

Vendor 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, consultants and subVendors. Vendor acknowledges that the doctrine of *respondeat superior* shall not apply as between City, its officers, agents, servants and employees, and Vendor, its officers, agents, employees, servants, Vendors and subVendors. Vendor further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Vendor. It is further understood that City shall in no way be considered a Co-employer or a Joint employer of Vendor or any officers, agents, servants, employees or subVendor of Vendor. Neither Vendor, nor any officers, agents, servants, employees or subVendor of Vendor shall be entitled to any employment benefits from City. Vendor shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees or subVendor.

8. LIABILITY AND INDEMNIFICATION.

8.1 **LIABILITY - VENDOR 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 VENDOR, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.**

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

8.3 **INTELLECTUAL PROPERTY INDEMNIFICATION** – Vendor agrees to defend, settle, or pay, at its own cost and expense, any claim or action against City for infringement of any patent, copyright, trade mark, trade secret, or similar property right arising from City's use of the software and/or documentation in accordance with this Agreement, it being understood that this agreement to defend, settle or pay shall not apply if City modifies or misuses the software and/or documentation. So long as Vendor bears the cost and expense of payment for claims or actions against City pursuant to this section, Vendor shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect City's interest, and City agrees to cooperate with Vendor in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against City for infringement arising under this Agreement, City shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Vendor shall fully participate and cooperate with City in defense of such claim or action. City agrees to give Vendor timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, City's assumption of payment of costs or expenses shall not eliminate Vendor's duty to indemnify City under this Agreement. If the software and/or documentation or any part thereof is

held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Vendor shall, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the software and/or documentation; or (b) modify the software and/or documentation to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the software and/or documentation; or (c) replace the software and/or documentation with equally suitable, compatible, and functionally equivalent non-infringing software and/or documentation at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Vendor terminate this Agreement, and refund all amounts paid to Vendor by City, subsequent to which termination City may seek any and all remedies available to City under law.

9. ASSIGNMENT AND SUBCONTRACTING.

9.1 Assignment. Vendor shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of City. If City grants consent to an assignment, the assignee shall execute a written agreement with City and Vendor under which the assignee agrees to be bound by the duties and obligations of Vendor under this Agreement. Vendor and Assignee shall be jointly liable for all obligations of Vendor under this Agreement prior to the effective date of the assignment.

9.2 Subcontract. If City grants consent to a subcontract, sub Vendor shall execute a written agreement with Vendor referencing this Agreement under which sub Vendor shall agree to be bound by the duties and obligations of Vendor under this Agreement as such duties and obligations may apply. Vendor shall provide City with a fully executed copy of any such subcontract.

10. INSURANCE.

Vendor shall provide 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
\$2,000,000 - Aggregate

(b) Automobile Liability:

\$1,000,000 - Each occurrence on a combined single limit basis

Coverage shall be on any vehicle used by Vendor, 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 – 1.0 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
\$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 City to evidence coverage.

10.2 General Requirements

- (a) The commercial general liability and automobile liability policies shall name City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agents, and volunteers in respect to the contracted services.
- (b) The workers' compensation policy shall include a Waiver of Subrogation (Right of Recovery) in favor of City.
- (c) A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage shall be provided to City. Ten (10) days' notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the Risk Manager, City of Fort Worth, 200 Texas Street, Fort Worth, Texas 76102, with copies to the Fort Worth City Attorney at the same address.
- (d) The insurers for all policies must be licensed and/or approved to do business in the State of Texas. All insurers must have a minimum rating of A- VII in the current A.M. Best Key Rating Guide, or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.

- (e) Any failure on the part of City to request required insurance documentation shall not constitute a waiver of the insurance requirement.
- (f) Certificates of Insurance evidencing that Vendor has obtained all required insurance shall be delivered to the City prior to Vendor proceeding with any work pursuant to this Agreement.

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

Vendor agrees that in the performance of its obligations hereunder, it shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and that any work it produces in connection with this Agreement will also comply with all applicable federal, state and local laws, ordinances, rules and regulations. If City notifies Vendor of any violation of such laws, ordinances, rules or regulations, Vendor shall immediately desist from and correct the violation.

12. NON-DISCRIMINATION COVENANT.

Vendor, for itself, its personal representatives, assigns, subVendors and successors in interest, as part of the consideration herein, agrees that in the performance of Vendor'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 VENDOR, ITS PERSONAL REPRESENTATIVES, ASSIGNS, SUBVENDORSS OR SUCCESSORS IN INTEREST, VENDOR AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND CITY AND HOLD 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:

<p>To CITY:</p> <p>City of Fort Worth Attn: [REDACTED], Assistant City Manager 200 Texas Street Fort Worth, TX 76102-6314 Facsimile: (817) 392-8654</p> <p>With copy to Fort Worth City Attorney's Office at same address</p>	<p>To VENDOR:</p> <p>[REDACTED], [REDACTED], Title [REDACTED] [REDACTED] Facsimile: [REDACTED]</p>
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14. SOLICITATION OF EMPLOYEES.

Neither City nor Vendor 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. Notwithstanding the foregoing, this provision shall not apply to an employee of either party who responds to a general solicitation of advertisement of employment by either party.

15. GOVERNMENTAL POWERS.

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

16. NO WAIVER.

The failure of City or Vendor 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 City's or Vendor'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 laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to 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.

City and Vendor 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, 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, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision 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 A, B, and C.

22. AMENDMENTS/ MODIFICATIONS/ EXTENSIONS.

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

23. ENTIRETY OF AGREEMENT.

This Agreement, including Exhibits A, B and C, contains the entire understanding and agreement between City and Vendor, 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. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

25. WARRANTY OF SERVICES.

Vendor warrants that its services will be of a professional quality and conform to generally prevailing industry standards. City must give written notice of any breach of this warranty within thirty (30) days from the date that the services are completed. In such event, at Vendor's option, Vendor shall either (a) use commercially reasonable efforts to re-perform the services in a manner that conforms with the warranty, or (b) refund the fees paid by City to Vendor for the nonconforming services.

26. IMMIGRATION NATIONALITY ACT.

City actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Vendor shall verify the identity and employment eligibility of all employees who perform work under this Agreement. Vendor shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Vendor shall establish appropriate procedures and controls so that no services will be performed by any employee who is not legally eligible to perform such services. Vendor shall provide City with a certification letter that it has complied with the verification requirements required by this Agreement. Vendor shall indemnify City from any penalties or liabilities due to violations of this provision. City shall have the right to immediately terminate this Agreement for violations of this provision by Vendor.

27. OWNERSHIP OF WORK PRODUCT.

City shall be the sole and exclusive owner of all reports, work papers, procedures, guides, and documentation, created, published, displayed, and/or produced in conjunction with the services provided under this Agreement (collectively, "Work Product"). Further, City shall be the sole and exclusive owner of all copyright, patent, trademark, trade secret and other proprietary rights in and to the Work Product.

Ownership of the Work Product shall inure to the benefit of City from the date of conception, creation or fixation of the Work Product in a tangible medium of expression (whichever occurs first). Each copyrightable aspect of the Work Product shall be considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended. If and to the extent such Work Product, or any part thereof, is not considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended, Vendor hereby expressly assigns to City all exclusive right, title and interest in and to the Work Product, and all copies thereof, and in and to the copyright, patent, trademark, trade secret, and all other proprietary rights therein, that City may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of City.

28. **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. This Agreement and any amendment hereto, may be executed by any authorized representative of Vendor whose name, title and signature is affixed on the Verification of Signature Authority Form, which is attached hereto as Exhibit "C". Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

29. **CHANGE IN COMPANY NAME OR OWNERSHIP**

Vendor shall notify City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of Vendor or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to provide the specified documentation so may adversely impact future invoice payments.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples this _____ day of _____, 20____.

(signature page follows)

ACCEPTED AND AGREED:

CITY OF FORT WORTH:

By: _____
Name: _____
Assistant City Manager

Date: _____

APPROVAL RECOMMENDED:

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
City Secretary

CONTRACT COMPLIANCE MANAGER:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
Name: _____
Assistant City Attorney

CONTRACT AUTHORIZATION:

M&C: _____

VENDOR:

By: _____
Name: _____
Title: _____

Date: _____

ATTEST:

By: _____
Title: _____

EXHIBIT B
PRICE SCHEDULE



EXHIBIT C
VERIFICATION OF SIGNATURE AUTHORITY

Vendor hereby agrees to provide City with independent audit basic financial statements, but also the fair presentation of the financial statements of individual funds.

Execution of this **Signature Verification Form** ("Form") hereby certifies that the following individuals and/or positions have the authority to legally bind Vendor and to execute any agreement, amendment or change order on behalf of Vendor. Such binding authority has been granted by proper order, resolution, ordinance or other authorization of Vendor. City is fully entitled to rely on the warranty and representation set forth in this Form in entering into any agreement or amendment with Vendor. Vendor will submit an updated Form within ten (10) business days if there are any changes to the signatory authority. City is entitled to rely on any current executed Form until it receives a revised Form that has been properly executed by Vendor.

1. Name: _____
 Position: _____

 Signature

2. Name: _____
 Position: _____

 Signature

3. Name: _____
 Position: _____

 Signature

Name: _____

Signature of President / CEO

Other Title: _____

Date: _____