

CITY OF BALLWIN

REQUEST FOR PROPOSAL

Police CAD System

RFP# 19-22 BIDS CLOSE 2:00P.M. (CST) ON April 30, 2019

This document constitutes a request for proposals, including prices, from qualified individuals and business to furnish services and /or items as described herein. All prices are to be quoted as F.O.B. destination.

Proposals must be mailed or hand delivered to the **Ballwin Police Department, 300 park Drive, Ballwin, MO 63011 by 2:00P.M. on April 30, 2019.** Bids are to be clearly marked **“Request for Proposal CAD RFP 19-22 ATTENTION Tony Hickham Project Coordinator.”**

See Attached Detail List

The offeror hereby agrees to provide the services and/or items, at the prices quoted, pursuant to the instructions and general conditions of bidding as stated, and further agrees that when this document is countersigned by an authorized official of the City of Ballwin, Missouri, a binding contract, as defined herein, shall exist between the offeror and the City of Ballwin.

Offeror’s
Signature

Offeror’s
Printed Name

Company Name

Date

Mailing Address

Telephone

City, State, Zip

Notice of Award: This proposal is accepted by the City of Ballwin.

City Administrator

Date

RFP #19-22

CITY OF BALLWIN

REQUEST FOR PROPOSAL – ANNOUNCEMENT

Bids, subjected to the “Instructions and General conditions of Bidding” listed below and any special conditions set forth herein, will be received at the **Ballwin Police Department**, 300 Park Drive, Ballwin, MO 63011 until **2:00P.M. on April 30, 2019.**

The right is reserved to accept or reject all or any part of the bid, to waive technicalities and to accept the offer the City Administrator considers the most advantageous to the City of Ballwin.

INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

1. Bidders must use the bid forms provided for this purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give unit price, extend totals, and sign the bid. Bidders must identify the bid number on the front of the envelope. If you do not care to bid, please return bid sheet(s) and note your reason.
2. Identify the item you will furnish by brand or manufacturer’s name and model numbers. Also furnish specifications and descriptive literature.
3. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material is intended to be descriptive of type or quality and not restrictive to those mentioned.
4. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices as the City is exempt from them by law. Federal tax exemption certificate will be furnished upon request.

5. The delivery date(s) or when work will start shall be stated in definite terms, as they will be taken into consideration in making the award.

RFP # 19-

INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

(Continued)

6. Late proposals will not be considered. Any proposal received after the exact proposal closing date and time will not be opened and will not be evaluated regardless of the reason or mitigating circumstances. No fax or email proposals will be accepted.
7. The City of Ballwin reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In the case of delay, the Vendor or Contractor must notify the City.
8. In case of default by the bidder or contractor, the City of Ballwin will procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify bidder from future bidding.
10. Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
11. Partial payment for delivered items or quantities of a bid may be made by the City of Ballwin except in the case of "Lump Sum" bids. In the latter case, only one payment will be made in the amount of the lump sum price, with any cash discount quoted after all the materials, supplies, or equipment have been fully delivered to the satisfaction of the Head of the Department to which the items were furnished.
12. Failure to comply with any of the above instructions and general conditions of bidding will disqualify the bidder.
13. The city of Ballwin expressly denies responsibility for or ownership of any item purchased until the same is delivered to the City and is accepted by the Purchasing Agent.

14. The successful bidder shall comply with applicable State provisions concerning the payment of prevailing wages on public works projects. Accordingly, all workers performing work under the City-Contractor Agreement shall be paid not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of the State of Missouri. A copy of the applicable Annual Wage Order and Incremental Increases for each occupational title required under this project is included in the Bid Documents.

15. Any questions regarding the bid should be directed to:

Tony Hickham, IT Dept.
300 Park Drive
Ballwin, MO 63011
636-207-2387
ahickham@ballwin.mo.us

General

BALLWIN, MISSOURI POLICE DEPARTMENT REQUEST FOR PROPOSAL FOR SOFTWARE AS A SERVICE, Computer Aided Dispatch System

PART I: STATEMENT OF NEEDS

1.0 Introduction.

1.1 Background. The City of Ballwin Missouri is in westernmost St. Louis County and is 25 miles west of St. Louis, Missouri. Covering 9 square miles and home to a population of over 30,000 residents, The City of Ballwin continually receives awards for safest city in Missouri as well as one of the best places to live in America according to national publications. Ballwin currently contracts police dispatching services for Manchester, Missouri, a neighboring municipality with a population of about 19,000 residents. The Ballwin Police Department currently employs 48 sworn officers and 11 communications officers and 2 civilians. the City of Manchester employs about 42 system users. Combined call response includes about 52,000 CAD incidents per year on average.

1.2 Purpose. Ballwin Police Department is soliciting proposals to establish a term contract, through competitive negotiation, for

- Software as a service (SAAS)
- Computer Aided Dispatch (CAD) System
- Records Management System (RMS)
- Report Writing
- Mobile Fielding
- Jail Management Module
- Property Module

The components of the software to meet this need ideally will include all of the previous modules/functionalities. Vendors who have a majority of these functionalities should respond to this RFP. Some of these functionalities are more important to the department and will be given greater weight during the review committee evaluation.

Also of utmost importance is connectivity to other inter-city and outer-city public agencies, county, state and federal agency systems, and additional connections to modules listed. The vendor selected will be responsible for the implementation of all selected components, project management, training, data migration, hardware and providing a complete turnkey installation that meets the performance requirements as stated in the final contract, that is fully redundant with failover capability to provide minimal system downtime (.5%), designed from the ground up to support public/private cloud environments, for the Ballwin Missouri Police Department.

The project has an aggressive time schedule and it is the City's desire to follow a listed schedule of events as follows:

- 1) RFP Bid Response/Opening Due date: April 30th, 2019 2:00pm CST**
- 2) Proposal Evaluation/Vendor Selection Closing date: May 7th, 2019 5:00pm CST**
- 3) Board of Alderman review and approval: May 13th, 2019 7:00pm CST**
- 4) Go live date (the date at which all proposed services are in use) of no later than 90 days from vendor selection notification.**

1.3 Definitions. The following words and phrases, when used in this Request for Proposals, have the meanings ascribed to them in this section, except where the context clearly indicates that another meaning is intended:

A. Contract. "Contract" means the Contract, together with all Contract Documents referred to

therein, awarded to the Contractor as a result of this solicitation,

B. Purchaser. "Purchaser" means the City of Ballwin (City),

C. Contractor. "Contractor" means the Offeror to whom the City awards the Contract.

D. Existing Systems. "Existing Systems" means Global Cad, Inc, mReach (mobile application), Windows OS (version 7 or 10), and the applications, software, and systems, and any later versions thereof utilized by the City.

E. Final Acceptance. "Final Acceptance" means the date of the execution by the City on the certificate of acceptance as contemplated by section 2.11 ("Acceptance Procedures") of this statement of Needs.

F. Offeror. "Offeror" means any person or legal entity that may choose to submit a proposal in response to this solicitation.

I. SaaS. "SaaS" means a software as a service software program.

J. CJIS. "CJIS" means the Criminal Justice Information System.

K. REJIS. "REJIS" means the Regional Justice Information System.

1.5 Provisions Excluded from Resulting Contract. There are certain provisions that will not be evaluated by the City. The City will not accept and cannot agree to any provisions that:

A. Require the City to maintain any type of insurance either for the City's benefit or for the Contractor's benefit;

B. Automatically continue the contract period from term to term;

C. Require or state that the terms of any Offeror's form agreement shall prevail over the terms of any part of the Request for Proposals in the event of conflict;

D. Require the City to indemnify, hold harmless or defend the Contractor for any act or omission or waive the City's sovereign immunity;

E. Require the application of the law of any state other than Missouri to interpret or enforce the contract or require or permit that any dispute under the Contract be resolved in any court not located within the corporate limits of the county;

F. Require any total or partial compensation or payment for lost profit or liquidated

damages by the City if the Contract is terminated before its ordinary term ends;

G. Require that the Contract be endorsed by the home office, or by any other officer of the Contractor, subsequent to execution by the City before the Contract is considered in effect;

H. Delay the acceptance of the Contract beyond the date of execution;

I. Limit or add to the time period within which claims can be made or actions can be brought;

J. Limit the liability of the Contractor for property damage, personal injury, wrongful death or infringement of intellectual property rights;

K. Permit unilateral modification of the Contract by the Contractor;

L. Bind the City to any arbitration or to the decision of any arbitration board, commission, panel or other entity;

M. Obligate the City to pay amounts beyond the maximum aggregate contract amount set forth in the Contract or any costs of collection or attorney's fees;

N. Grant the Contractor a security interest in property of the City or a right to an injunction against the City greater than that which is authorized by applicable law; or

O. Require the City to keep confidential any records subject to disclosure under the Missouri Freedom of Information Act.

This is not an exclusive list, and the City may amend this list at any time.

2.0 Requirements and Deliverables.

2.1 General Requirements. The Contractor shall:

A. Provide a Software as a Service, software CAD System that meets all of the requirements of listed herein below.

B. Provide implementation services and ongoing training for all features of the CAD System.

C. Provide a CAD System with multi-jurisdictional capability that will allow the City to

continue to provide interoperability to both current and future entities, and allow for the creation of separate modules within the CAD System for each entity as required.

D. Provide training, maintenance, warranty services, and other support for the CAD System as set forth.

E. Upon request by the Ballwin Police Department IT Manager, coordinate with and train the Police Department staff and officers, and all persons who access or use the CAD System.

F. Provide and install updates to the CAD / Records Management System, if applicable, as updates become available, when changes are requested by the Police Department IT Manager, and when applicable law or regulation of any local, state, or federal authority requires changes.

G. Provide ongoing technical support and all documentation for system updates of the CAD System as they become available and are installed.

H. Assist with technical migration to and organizational changes involved in the City moving operations to the CAD System.

1. Perform all of the installation, required electronic data migration, and other implementation services required for the City to use the CAD System.

2.2 System and Software Requirements

If Applicable, The CAD / Records Management System must:

A. Provide flexibility to meet external and internal management, regulatory, reporting requirements and provide a means to execute ad hoc queries and reports.

B. Include a "state of the art" CAD, records and crime analysis system that can seamlessly exchange data with the Existing Systems (Refer to Appendix 1A).

C. Be a fully redundant system with failover capability to provide minimal system downtime that meets the uptime requirement of section (2T) herein.

D. Be adaptable while maintaining stability and effectiveness given the continuous growth and development of the Police Department.

E. Be compatible with the Existing Systems and be capable of interfacing with the Existing

Systems.

F. Allow for modularity and ease of expansion to Next Generation 911, National Incident-Based Reporting System, or any other unique growth requirements for future implementation within the Police Department.

G. Be "user friendly," offer "point and click" capability, be intuitive to use, and require a minimal number of screens to complete transactions.

H. Provide a number of software security controls for users to restrict unauthorized use of applications and associated data.

I. Be able to seamlessly pass and integrate call for service data into the mobile reporting client module of the System. Minimum data to be passed includes, but is not limited to: call location (address), complainant name and telephone number, call type (nature code), report number, dispatch notes and comments. National Crime Information Center and CJIS, REJIS transactional data conducted through System must be available for import into the mobile reporting client module for vehicles, persons, and articles.

J. Interface with cellular GPS and/or laptop-integrated GPS.

K. Be able to pass GPS data back to dispatch through Existing Systems for Automatic Vehicle Location (AVL) functionality.

L. Interface with CJIS, REJIS, through the System, and provide in-state and out-of-state vehicle queries, in state and out-of-state driver license queries, wanted person checks, and stolen article checks.

M. Have the capability of data exchange and interfacing with the Missouri Department of Revenue. The System must have data exchange capability with the Existing Systems.

N. Be designed to support public/private cloud environments along with supporting deployment to a hybrid public/private cloud environment.

O. Have the capability to integrate or operate, or both, as necessary with all Existing Systems.

P. Not require any custom programming or the purchase of new hardware in order to meet the Police Department operational needs.

Q. Utilize appropriate backup services for a minimum of a full backup nightly.

R. Utilize data security and protection mechanisms to encrypt all data in transit and all personally identifiable information at rest.

S. Have a guaranteed uptime of not less than 99.95% per calendar month (resulting in an aggregate downtime of not more than 21.56 minutes per calendar month. Should the City determine the Contractor has not met the uptime requirement set forth herein, the City shall be entitled to reduce all the fees and costs owed by the City on a pro rata basis calculated on the amount of downtime exceeding the 21.56 minutes per calendar month.

2.3 Software and Technology Plan Requirements.

A. Any software being a part of the CAD / Records Management System must be offered as a SaaS model.

B. The City shall not be required to enter into agreements with, or agree to the terms and conditions or user agreements from, any third-party software or hardware licensors.

2.4 Data Migration Services. The Contractor shall provide the following data migration services to the City:

A. Migrate all electronic data, including but not limited to, master indices, incident/call data, criminal data, and civil data, stored in City's the current system to the CAD / Records Management System within 72 hours of request by the City, if applicable.

B. Maintain the City's continued and uninterrupted access to all electronic data during any migration.

C. Ensure all electronic data is usable once migrated to the CAD / Records Management System by performing a reconciliation of a minimum 5% sample of the data migrated, if applicable.

2.5 Data Conversion Services. The Contractor shall provide the following data conversion services to the City:

A. Convert all electronic data, including but not limited to, master indices, incident/call data, criminal data, and civil data, stored in City's the current system to the CAD / Records Management System within 72 hours of request by the City, if applicable.

B. Maintain the City's continued and uninterrupted access to all electronic data during any conversion.

C. Ensure all electronic data is usable once migrated to the CAD / Records Management System by performing a reconciliation of a minimum 5% sample of the data converted, if applicable.

2.6 Implementation Plan. The Contractor shall provide the following implementation services to the City:

A. Implement the features of the CAD / CAD / Records Management System to meet all of the requirements of this Statement of Needs, if applicable.

B. Conduct a test period of the CAD / Records Management System under the supervision of the Police Department IT Manager where the CAD / Records Management System is operating in a production environment side-by-side with the City's current CAD / Records Management System for purposes of testing with a subset of City users, if applicable.

C. Upon receipt of written direction from the Police Department IT Manager, the Contractor shall conduct a "go live" where the implemented CAD / Records Management System is "cutover" for full use by all City users. The Police Department IT Manager will have the sole discretion to confirm "go live" successfully occurred, if applicable.

2.7 Technical Assistance and Support.

A. The Contractor shall provide a customizable, online help feature for the CAD / Records Management System that is easily accessible at any point throughout the CAD / Records Management System, if applicable.

B. The Contractor shall provide ongoing user and technical support for the CAD / Records Management System in a variety of areas which includes, but is not limited to, troubleshooting for users, assisting with workflow design, and software update utilities, if applicable.

2.8 Training. The Contractor shall provide the following training services to the City:

A. A train-the-trainer training program;

B. An end-user training program;

C. Online documentation training resources including, but not limited to, all training material, all user documentation and manuals; and

D. Training for all system upgrades or future enhancements to the CAD / Records Management System as they become available and are installed pursuant to section 2.1(F) herein, if applicable.

2.9 Support Program.

A. The Contractor shall provide 24x7x365 call center support to the City, including a toll-free phone number

B. The Contractor shall assign a contact person dedicated to the City and the Contractor must provide written notice to the City within one business day in the event there is any change in the contact person or the contact person's contact information.

2.10 Warranty.

A. The Contractor shall warrant all work relating to the CAD / Records Management System throughout the term of the Contract, starting from the date of Final Acceptance, if applicable.

2.11 Acceptance Procedures.

A. When the Contractor believes the CAD / Records Management System is installed in accordance with all provisions of the Contract, the Contractor shall notify the Police Department IT Manager in writing that the Contractor is ready for the City to evaluate the CAD / Records Management System as installed, if applicable.

B. The City will evaluate the CAD / Records Management System for no more than 60 calendar days to determine if the CAD / Records Management System meets the requirements of the Contract. The City will provide comments to the Contractor during the 60 calendar day period regarding the CAD / Records Management System. The Contractor shall make any required adjustments to the CAD / Records Management System as requested by the City until the CAD / Records Management System is approved by the City as evidenced by the Police Department IT Manager signature on a certificate of acceptance (in a form to be determined by Police Department IT Manager), if applicable.

C. No later than three business days after the Police Department IT Manager's signature of the certificate of acceptance, the Contractor shall provide the City with the Contractor's standard software manuals and any current system user guides,

2.12 Payments.

A. All association and membership registrations related to the City's access to support and training (i.e. user groups, conference membership) for the CAD / Records Management System must be provided by the Contractor, if applicable.

B. The Contractor shall perform all services required by this Request for Proposals on a flat fee basis unless otherwise agreed by the parties in the Contract.

C. The City, in its sole discretion, may determine whether to purchase any annual maintenance services offered by the Contractor under the Contract.

D. The Contractor may, where permitted by the Contract, request reimbursement from the City for travel costs incurred by the Contractor during the performance of services required by this Contract. The City will reject any travel reimbursement requests that do not comply with the Contract.

2.13 Cooperation by the Contractor.

The Contractor shall work professionally and courteously with the City and any contractors utilized by the City

3.0 Proposal Contents.

The proposal must include all of the information set forth in this section and be organized as set forth in this section. In addition to the original, the Offeror shall submit (i) six (6) complete, bound paper copies of its proposal and (ii) one (1) electronic copy in a portable document format readable by the Adobe Reader program and in a Microsoft Word format that can be searched and edited. If the Offeror's proposal contains proprietary or confidential information, or trade secrets, the Offeror must submit one (1) additional redacted electronic copy.

3.1 Tab 1 - Statement of the Scope. In concise terms, state the Offeror's understanding of the scope of work presented by the Request for Proposals.

3.2 Tab 2 - Executive Summary. This tab should provide a brief summary of the proposal's contents, emphasizing any unique aspects or strengths of the proposal. The Executive Summary should not exceed three (3) pages. The Offeror shall include a warranty that the content of its proposal accurately reflects the Offeror's ability to satisfy the technical and functional requirements as included in this Request for Proposals.

3.3 Tab3 - Experience. This tab should include information explaining the Offeror's proven track record in providing, implementing and supporting a SaaS model CAD / Records Management System that meets the requirements of this Request for Proposals, Include a list of customers,

contracts and projects for both private and public entities, for which the Offeror's has provided the proposed model software and services over the last five (5) years. Explain the Offeror's experience being a prime contractor managing the provisions of the services described in this Request for Proposal for other governmental entities similar to the City. Explain the Offeror's technical and customer support for governmental entities similar in size and structure to the City.

3.4 Tab 4 - Key Personnel. This tab must include names and contact information of the Offeror's key staff members. It should identify the specific employees assigned to provide the services solicited by this Request for Proposals. For each key person identified by the Offeror, this tab must include the following information: A. Name and title. B. Office location and City of residence. C. Project responsibilities and roles. D. Educational background. E. Professional registrations and memberships, if applicable. F. Years of relevant experience.

3.5 Tab 5 - References. This tab should include the names, addresses and telephone numbers of at least four other government organizations with whom the Offeror has worked during the last five years providing the services required by this Request for Proposals, including any entities located in the state of Missouri. The tab should briefly identify the project, location, and services performed. The tab must also include an affirmative statement that the Offeror grants its consent for the City to contact the Offeror's references for purposes of evaluating the Offeror and acknowledges that any information obtained from the Offeror's references will not be disclosed to the Offeror.

3.6 Tab 6 – Project Approach. This tab should describe in detail the Offeror's proposal for providing the services required by this Request for Proposals. It should include the following:

A. The Offeror shall describe in its proposal system backup and redundancy procedures for the CAD / Records Management System meeting the requirements set forth in sections 2.2(C) and 2.2(S) of this statement of Needs;

B. The integrity of the data in the CAD / Records Management System is of utmost importance to the Ballwin Police Department, and Offerors are to clearly define the security features of the CAD / Records Management System;

C. Any exception to the requirements in section 2.0 shall be specifically laid out in the Offeror's proposal;

D. The Offeror shall define all technology requirements to support the proposed CAD / Records Management System, and, at a minimum, include the following: (i) Define all computer hardware and equipment requirements, including servers specifications, processor, memory, disk space (RAID), UPS, operating system (version); (ii) Define all computer desktop requirements, including personal computer requirements, scanners,

printers, desktop operating system requirements (version), and other desktop software needs; (iii) Define all mobile devices (smartphones, tablets, laptops, etc) requirements, including, mobile operating systems, client application install; (iv) Define all network requirements, including data speed, protocols, topology;(v) Define database management system options; and (vi) Define any other technology requirements;

E. Data migration:

1. It is required that the Offeror provide a detailed plan for retrieving all data from the previous CAD / Records Management System, including all electronic and hard copy file data. The Offeror shall include its recommended start date and time to accurately complete record conversion in the Offeror's proposal submission. Offeror must provide an estimate of the number of hours required to complete the requirements of section 2.4 of this statement of Needs.
2. The Offeror must define the City's role in the data migration and conversion process.
3. Offerors must define the conversion process, note what measures are in place to ensure an accurate record conversion and include checks and information on how Offeror plans to monitor effectiveness and quality of the data migration process.
4. Offeror must describe any limitations to the format of conversion records and include a description of the data scrubbing process.
5. Offeror must indicate the post data reconciliations performed to ensure accuracy of data conversion.

F. Data conversion:

1. It is required that the Offeror provide a detailed plan for retrieving all data from the previous CAD / Records Management System, including all electronic and hard copy file data. The Offeror shall include its recommended start date and time to accurately complete record conversion in the Offeror's proposal submission. Offeror must provide an estimate of the number of hours required to complete the requirements of section 2.5 of this Statement of Needs.
2. The Offeror must define the City's role in the data migration and conversion process.
3. Offerors must define the conversion process, note what measures are in place to

ensure an accurate record conversion and include checks and information on how Offeror plans to monitor effectiveness and quality of the data migration process.

4. Offeror must describe any limitations to the format of conversion records and include a description of the data scrubbing process.

5. Offeror must indicate the post data reconciliations performed to ensure accuracy of data conversion,

G. Implementation plan:

1. It is required that each Offeror provide a detailed plan for implementing the proposed CAD / Records Management System for the City. A plan should be submitted in the Offeror's proposal that demonstrates a reduced overall project cost based on shared resources and a common implementation team. Offerors are expected to define a logical plan to implement the CAD / Records Management System in achievable and realistic phases for both the City and the Offeror. The implementation plan and rollout strategy is to be based on previous experience that limits risk to the City,

2. The implementation plan submitted in the Offeror's proposal must, at a minimum, include:

G.2a. An overview of project implementation methodology. Offerors are to describe their methodology for achieving a fully functioning CAD / Records Management System that meets all the functional and technical requirements defined in this Request for Proposals;

G.2b. A project timeline with tasks, milestones and deliverables for each stage of the implementation;

G.2c. The staff assignments (including expected assistance from the Ballwin Police Department for project tasks and estimated number of hours required from the Ballwin Police Department staff for each task; and

G.2d. On-site cost included "go-live" support for implementation.

H. Training

1. The Offeror is to submit a training plan with their proposal to describe training for Ballwin Police Department personnel. Offeror must provide an estimate of the number of hours required to complete the requirements of section 2.8 of this statement of Needs.

2. The training plan must include at minimum the following:

H2.a. Proposed methodology, timelines/schedules, facility needs, materials, documentation/manuals, equipment,;

H2.b. Descriptions of classes/courses proposed in the training plan;

H2.c. Samples of training manuals and documentation;

H2.d. Samples of training tutorials or other computer based programs;

H2.e. Plans and options for on-site training of Ballwin Police Department personnel; and

H2.f. The knowledge transfer strategy proposed by the Offeror to prepare Ballwin Police Department staff to operate the CAD / Records Management System after it is placed into production.

1. Support Program

2. The Offeror must submit a post-implementation support program for the CAD / Records Management System.

3. The Offeror shall explain problem reporting and resolution procedures and issue/ticket escalation processes.

4. The Offeror shall define delivery methodology for future software upgrades, including frequency of upgrades, for the CAD / Records Management System.

3.7 Tab 7 - Subcontracting. This tab must identify any of the required services that the Offeror intends to subcontract, and provide the following information:

A. Reasons for subcontracting.

B. Proposed subcontractor responsibilities.

C. Identity of proposed subcontractors, including the subcontractor's location, relevant personnel and experience, previous use as a subcontractor, and any other relevant supporting information.

3.8 Tab 8 - Offeror History. This tab should include a comprehensive narrative history of the

Offeror's firm, including the development of its experience in providing the solicited services. Explain the size of the firm, including years in business, office location, and legal structure. This section of the proposal must contain the following organizational information and data for the Offeror's organization:

A. If a corporation:

1. The state of incorporation;
2. The date of incorporation;
3. The principal place of business;
4. The Federal I. D. number;
5. Whether the corporation is a Subchapter S corporation.
6. The name, position, address, and number of years in position of each officer and director; and
7. The names of any affiliates, partner corporations, and subsidiaries.

B. If a limited liability company:

1. The state in which the limited liability company is organized;
2. The date organized;
3. A list of all managers of the limited liability company, including the name, telephone number, and years as a manager for each manager; and
4. A list of all members of the limited liability company, including the name, telephone number, years as a member, and membership interest for each member.

C. If a partnership:

1. The state in which the partnership was formed;
2. The date formed;
3. The type of partnership; and
4. A list of all general and limited partners, as applicable, including the name, telephone number, years as a partner, and partnership interest for each partner.

D. If a joint venture:

1. Date of formation;
2. Name and address of each joint venture partner;
3. The name and address of the principals of each joint venture partner; and
4. The percentage of interest of each joint venture partner.

E. If the Offeror is not a corporation, limited liability company, partnership, or joint venture, this tab must identify the type of business entity and provide any pertinent information.

F. This tab should provide the Offeror's total number of employees.

G. This tab should state whether the Offeror has operated under another name within the

past ten years and, if so, the other name, the number of years in business under this other name, and the State Corporation Commission identification number under this name.

H. This tab must state whether the Offeror is a subsidiary or affiliate of another organization and, if so, the name and address of each parent or affiliate organization.

I. This tab must include the following statement, signed by the Offeror's contractually binding authority:

By submitting its proposal, {Insert Legal Name of Offeror} (the "Offeror") certifies and represents that the information that the Offeror provides in response to this Request for Proposals is accurate and complete as of the date of such submission. If the Offeror provides no information in response to any of the requirements of this Request for Proposals, then the Offeror, by submitting its proposal, certifies and represents that such requirements do not apply because no information exists that would respond to the requirement. The Offeror further covenants that, during the time between the submission of its proposal and the City's announcement of its decision to award the Contract, the Offeror will furnish the City with any changes or additions to such information necessary to ensure that this information remains accurate, complete and up-to-date.

3.9 Tab 9 - Price Proposal. This tab must include proposed pricing detailing the SaaS Site License pricing and pricing of all services required by this Request for Proposals. SaaS Site License pricing must be inclusive of Offeror's overhead cost for all software, implementation, post implementation, service and warranty for the CAD / Records Management System required by this Request for Proposals, and labor and materials. This tab must list the unit price for each of the following:

- A. All software components.
- B. All services.
- C. Licensing **(Site and/or User, Pricing to be extended to other entities contracted with the City of Ballwin Police Department for dispatching services.)**

END OF STATEMENT OF NEEDS

INSTRUCTIONS TO OFFERORS

1.0 Interpretations.

1.1 Incorporation of Ballwin Purchasing Policy. This Request for Proposals is subject to the provisions of the City of Ballwin Purchasing Policy, as amended, which is hereby expressly incorporated into this Request for Proposals by reference:

- [Sec. 2-4.1. - Approval for expenditures.](#)
- [Sec. 2-4.2. - Bidding not required.](#)
- [Sec. 2-4.3. - Criteria for awarding contracts.](#)
- [Sec. 2-4.4. - Ability to waive criteria.](#)
- [Sec. 2-4.5. - Ability to participate in cooperative purchasing plans.](#)
- [Sec. 2-4.6. - Ability to extend contracts/change orders.](#)
- [Sec. 2-4.7. - Emergency repairs/purchases.](#)
- [Sec. 2-4.8. - Purchase of Missouri products.](#)
- [Sec. 2-4.9. - Conflicts of interest.](#)

1.2 Explanations to Offerors.

1.2.1 Inquiry. All inquiries requesting clarification of this Request for Proposals should be made in writing by e-mail, no later than April 26th at 4:00pm CST, to Tony Hickham. All inquiries should clearly state the number of this Request for Proposals. Because each Offeror may have different needs for information, that Offeror must make whatever inquiries it deems necessary in order to respond to the Request for Proposals. Inquiries that the Contract Specialist determines to be pertinent to all solicited contractors will be answered by addenda to all solicited firms. Please e-mail questions to ahickham@ballwin.mo.us no later than 04:00 PM CST on April 19th, 2019. No questions will be answered after that date.

1.2.2 Form of Explanation. No oral explanation in regard to the meaning of this Request for Proposals will be made and no oral instructions will be given before the award of the contract. Any explanation, interpretation or modification of the Request for Proposals that is pertinent to all solicited Offerors will be made only by an addendum duly issued by the City, a copy of which will be mailed or delivered to each Offeror known to have received the Request for Proposals. The City shall not be responsible for any other explanations or

interpretations anyone presumes to make on behalf of the City before the expiration of the ultimate time set for the receipt of proposals. Questions regarding this RFP should be submitted in writing to the email address of the Contract Specialist identified on the cover page of this Request for Proposals.

1.2.3 Addenda. From time to time, addenda may be issued that will provide clarifications or supplemental information about the Request for Proposals documents. All firms receiving Request for Proposals documents issued by the City will be provided copies of addenda. If an Offeror fails to acknowledge any addendum that (i) has a material effect on the proposal (i.e., that relates to price, quantity, quality or delivery) and (ii) is not merely administrative, the City may consider that Offeror's proposal incomplete, and the proposal thus may be rejected or receive a lower score in the evaluation process. The Offeror shall acknowledge receipt of all addenda as part of its proposal and on the form provided for that purpose by the City. The Offeror shall be solely responsible for verifying the existence of all addenda items.

1.3 No Contact Policy. Any contact with any City officer, employee, agent, or other representative concerning this Request for Proposals other than that outlined in section 1.2 ("Explanation to Offerors") above is prohibited. Any such unauthorized contact may disqualify the Offeror from this procurement.

1.4 Other Documents. The Statement of Needs, the General Terms and Conditions, and any Special Terms and Conditions attached to this Request for Proposals are hereby expressly made a part of and incorporated into this Request for Proposals. The General Terms and Conditions and any Special Terms and Conditions shall be a part of any contract that results from this Request for Proposals.

2.0 Preparation of Proposals.

2.1 General Requirements. The proposal must be typed and bound and should be presented as described in the paragraphs that follow. All pages in the proposal must be consecutively numbered. To be considered substantive, the proposal must respond to all requirements of this part of the Request for Proposals. Information supplied must be current and up to date. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If the Offeror supplies publications to respond to a requirement, the response must include reference to the document number and page number to provide a quick reference for the evaluation panel. Proposals not providing this reference will be considered to have no reference included in the additional documents. The proposal must include all the information defined below and be organized as set forth in the Statement of Needs.

(2.1.1 Vendors May propose additional Services related to but outside the scope of

requested Services. Vendors shall identify these optional services and submitted separate cost for consideration.)

2.2 Substantive Nature of Proposals. Proposals must be substantive. It is not sufficient for the Offeror to address the proposal in general terms or in terms other than those outlined in this Request for Proposals. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements set forth in the Request for Proposals. **2.3 Authorized Signature.** All proposals must be signed in order to be considered. If the Offeror is not an individual or a sole proprietor but rather a corporation or any other type of legal entity, the Offeror must show the title of the individual executing the proposal and a resolution or other documentation

clearly establishing the authority of the individual to sign the proposal and any subsequent contract.

2.3 Licenses, Permits and Fees. All proposals submitted shall have included in the prices submitted the cost of any business or professional licenses, permits or fees required by the City of Ballwin or the State of Missouri.

2.4 Public Inspection of Records.

2.4.1 In General. All proceedings, records, contracts and other public records relating to the procurement transaction that this Request for Proposals concerns shall be open to the inspection of any citizen of the State of Missouri or any representative of a media organization with circulation in or that broadcasts in or into the State of Missouri in accordance with the Missouri Freedom of Information Act.

2.4.2 Inspection by Offerors. Any Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award, except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

2.4.3 Proprietary Information. Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to the Missouri Freedom of Information Act, provided that the Offeror invokes these protections at the time of proposal submission or upon submission of the data or other materials, (ii) identifies the data or other materials to be protected, and (iii) states the reasons why protection is necessary. Classifying aspects of the proposal that are not trade secrets or proprietary is cause for the City to reject the proposal. Budgets and price quotations are considered public information in proposals submitted to the City. Classifying budgets and price quotations as "proprietary" or "confidential" is cause for the City to reject the

proposal.

2.5 Use of Brand Names. Where a brand or trade name appears in the Request for Proposals, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If the Offeror proposes similar but not identical items, it must furnish full particulars. If no mention is made of any exceptions, it is assumed that the Offeror's pricing is for the article mentioned and not an approved equal, and the Offeror will be required to deliver the exact article specified. The City shall decide, in its sole discretion, if a proposed equal will be approved.

2.8 Descriptive Literature. Each Offeror shall submit with its proposal descriptive literature of equipment or supplies that the Offeror proposes to furnish if such articles are of a different manufacture than those specified in this Request for Proposals. Should the description furnished in such literature differ from the specifications submitted by the City and should no mention be made to the contrary, the description shall be construed to mean that the Offeror proposes to furnish equipment or supplies in accordance with such description and not in accordance with the City's specifications, and the City will evaluate the Offeror's proposal accordingly.

2.9 Exceptions.

A. An exception is any condition, limitation, qualification, restriction, term, or other deviation from the requirements of the Request for Proposals that is a condition of the Offeror's proposal or that the Offeror expects to become part of a contract with the City. Offerors are neither required nor encouraged to take exceptions to the requirements of the Request for Proposals. In some cases, where permitted by law, exceptions may count against an Offeror during the evaluation stage or the negotiation stage of the procurement process.

B. The Offeror shall state in its proposal each exception, including the page number, the part and section numbers, the specific text at issue, and the nature of the exception, except as follows: 1. If the Request for Proposals is one for "information technology", the Offeror shall not state in its proposal any exception to any liability provisions contained in the Request for Proposals. Instead, if the Offeror is selected for negotiations, the Offeror shall state any exception to any liability provisions contained in the Request for Proposals in writing, including all of the information required by this section, at the beginning of negotiations. 2. If the Request for Proposals is one for architectural or professional engineering services, the Offeror shall not state in its proposal any exception to any proposed contractual term or condition unless such term or condition is required by statute, regulation, ordinance, or standards developed until after the qualified Offerors are ranked for negotiations. If the Offeror is selected for negotiations, the Offeror shall state

any exception to any proposed contractual term or condition contained in the Request for Proposals in writing, including all of the information required by this section, at the beginning of negotiations. C. If the Offeror fails, neglects, or refuses to note any exception in the manner and at the time required by this section, the Offeror agrees that it shall comply with the Request for Proposals as originally issued and modified by any addenda.

3.0 Warranties and Representations of Offeror.

3.1 Compliance with Request for Proposals Documents. By signing its proposal in response to this Request for Proposals, the Offeror warrants and represents that the Offeror is in compliance with all terms and conditions of this Request for Proposals.

3.2 Ethics in Public Contracting. By signing its proposal in response to this Request for Proposals, the Offeror warrants and represents that (i) it has not violated any provisions of federal law, the State of Missouri, any ordinance of the City of Ballwin, (ii) its proposal is made without any understanding, agreement, or connection with any other person, firm, corporation, or joint venture making a proposal for the same purposes, and is in all respects fair and without collusion or fraud, (iii) it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with its proposal and (iv) it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. The Offeror further warrants and represents that no officer, employee or other person whose salary is payable in whole or in part by the City is, shall be, or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this proposal, in the performance of the contract, in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof. The Offeror agrees that if these warranties and representations are in any respect breached, such breach shall constitute a material breach of any contract that the City may award to the Offeror and the Offeror shall pay to the City the full price agreed by the City to be paid for the supplies, materials, equipment or services to be furnished under its proposal.

3.3 Lawful Age and No Others Have Interest. By signing its proposal in response to this Request for Proposals, the Offeror represents that the Offeror is of lawful age and that no other person, firm, corporation or joint venture has any interest in this proposal or in the contract proposed to be entered into.

3.4 No Debts to City. By signing its proposal in response to this Request for Proposals, the Offeror warrants and represents that it is not in arrears to the City, upon debt or contract; is not a defaulter, as surety or otherwise, upon any obligation to the City; and has not been delinquent or unfaithful in any former contract with the City.

3.5 Offeror Not Debarred. By signing its proposal in response to this Request for Proposals, the Offeror warrants and represents that neither its organization nor any of its officers, directors, partners or owners is currently barred from bidding on contracts by any agency of the federal government, any agency of the State of Missouri, any agency of any other state, or any other public body or agency thereof.

3.6 No Kickbacks or Conflicts of Interest. By signing its proposal in response to this Request for Proposals, the Offeror represents and warrants that it is in compliance with the provisions of section 2.3 ("Anti-Kickback Provision") of the General Terms and Conditions included with this Request for Proposals and, further, that the Offeror's firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City, and that there are no principals, officers, agents, employees, or representatives of the Offeror's firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City, pertaining to any and all work or services to be performed as a result of this Request for Proposals and any resulting contract with the City.

4.0 Submission of Proposals.

4.1 Copies. Offerors shall submit an original proposal by delivery service including private, public or courier, or hand delivered by a company representative, and clearly identified as such and signed in black ink by the Offeror's contractually binding authority. In addition, Offerors shall submit additional copies of their proposals in such number as may be specified in the Statement of Needs.

4.2 Labeling. All proposals must be sealed and labeled (on the outside of the sealed container), with the label displaying the following information: "Proposal for CAD (RFP 19-22)", Name of Offeror Address of Offeror

4.3 Recipient. All proposals must be received by April 30rd, 2:00P.M. CST. All submissions must be addressed to:

Ballwin Police Department
Attention: Tony Hickham
300 Park Drive, Ballwin, Missouri 63011

4.4 Transmittal Letter. The proposal should include a transmittal letter that lists the following: Firm's Name Firm's Address Contact Name and Telephone Number and E-mail Address

4.5 Closing Date. To be considered, a proposal must arrive at the address set forth in section 4.3

("Recipient") on or before the time and date set forth herein. The City will not accept a proposal that is late. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. The Offeror shall not make any other distribution of proposals. However, materials or information received from a prospective contractor as a result of a request by the City shall not be considered a violation of this section.

4.6 Return of Proposal. All proposals submitted pursuant to this Request for Proposals will become the property of the City and will not be returned.

5.0 Evaluation and Selection Process.

5.1 Opening. At the designated time and date, the City will open and list the proposals for the record. This is not a public opening. The proposals will then be reviewed by the selection committee to initiate the review and selection process. Proposals received after the date and time specified in section 4.5 ("Closing Date") are late and will not be opened or considered. Upon request and at the Offeror's expense unaccepted offers will be returned.

5.2 Evaluation. The decision for selection will be made on a combination of criteria, including: responsiveness to RFP, quality and completeness of proposal; total cost (including ongoing operating costs); vendor's customer satisfaction and products and similar installations; vendor's knowledge and experience with migrating data from other RMS / CAD systems; vendor's ability to perform in a timely fashion; and the city's perception of the vendor's stability. The city may request a demonstration of a vendor's product before the award of the contract.

During the offer review phase, the review committee will evaluate the proposals in accordance with the criteria set forth in the Request for Proposals. Some Offerors may be eliminated at this stage. Once the review committee completed this initial evaluation, the review committee may engage in discussions with Offerors not eliminated by the initial evaluation to clarify specific matters presented in those Offerors' proposals. Discussions may include oral interviews or presentations or written communications as specified in the Request for Proposals or, if not so specified, at the sole discretion of the City. The review committee will use the information gained during these discussions together with information presented in the proposal to rank Offerors in accordance with the evaluation criteria stated in the Request for Proposals.

5.3 Samples. The Offeror shall furnish the City with samples of items, if requested, without charge, upon request and within ten calendar days of such request. The Offeror's failure to provide such samples within the specified time frame or to otherwise comply with this section shall be sufficient cause for the City, at its sole option, to reject the Offeror's proposal. If not destroyed and upon request at the time of submission, the City will return samples at the Offeror's expense.

5.4 Tests. The City reserves the right to conduct any test it may deem advisable and to make all evaluations necessary.

5.5 Negotiation with Offerors.

5.5.1 In General. The City may undertake negotiations with Offerors whose proposals show them to be qualified, responsible and capable of performing the work in accordance with the stated criteria.

5.5.2 Procedure. Unless the review committee determines that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the Offerors so selected.

6.0 Award and Execution of Contract.

6.1 Award.

6.1.1 In General. The City will make the award to the responsible and responsive Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this Request for Proposals.

6.2 Rejection of Proposals. The City reserves the right to reject any or all proposals, in whole or in part, and to delete items prior to making the award, whenever it is deemed in the sole opinion of the City to be in its best interest.

6.3 Nondiscrimination in Award. The City shall not discriminate against any Offeror in the solicitation or award of a contract based on this Request for Proposals because of race, religion, color, sex, national origin, age, disability, faith-based organizational status or any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the using agency has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

6.4 Notice of Award. A contract is awarded only when the City signs the contract. A notice of intent to award means that the City intends to award the contract to the Offeror named in the notice ten calendar days after the notice is posted.

6.4 Contractual Obligation. The proposal submitted by the selected contractor and this Request for Proposals shall become the contract signed by the City and the selected Offeror. Price

quotations and other time-dependent information contained in proposals should be valid until execution of the contract is complete. The City may undertake negotiations with Offerors whose proposals show them to be qualified, responsible and capable of performing the work in accordance with the stated criteria. The City shall not be liable for any costs incurred by Offerors in connection with the preparation or submission of proposals and related materials or negotiations.

6.5 When Contractual Obligation Arises. No contract shall result from the submission of any proposal and no liability shall accrue with respect thereto until a written contract and any other necessary documents have been fully and completely executed by both the successful Offeror and the City.

6.6 Contract Execution Requirements. Upon notice of the signed awarded proposal, the successful Offeror shall be given 15 days (negotiable) to begin work implementation and furnish any insurance documents required by the General Terms and Conditions included with this Request for Proposals. The signature of the City's representative on the contract constitutes the award of the contract.

END OF INSTRUCTIONS TO OFFERORS

PART 3

GENERAL TERMS AND CONDITIONS

1.0 Duration of Contract.

1.1 Commencement and Expiration. This Contract shall commence on the Commencement Date set and shall expire as stated in lease terms, unless terminated earlier in accordance with the provisions of this contract.

1.2 Extension of Contract. The City reserves the right to extend the Contract for any reason for a period or periods up to but not to exceed 12 months. This extension clause may be exercised when the City determines that an extension of the Contract is advantageous to the City. Any extension beyond 12 months will be subject to section 1.3 ("Renewal"). This provision in no way affects or alters the ability of the City to renew the Contract consistent with section 1.3 ("Renewal"). If it is then decided to renew the Contract, the renewal date will commence on the

day following the last day of the contract extension.

1.3 Renewal. The City may, at its sole option, renew this Contract for up to four additional one-year renewal terms by furnishing the Contractor with written notice of its decision to renew the Contract at least 60 calendar days before the expiration of the preceding term.

2.0 Contractor Responsibilities.

2.1 Independent Contractor. The Contractor shall provide the services required under this Contract as an independent contractor.

2.2 Advertising. The Contractor shall not use any indication of its services to the City for commercial or advertising purposes. However, the Contractor may list the City as a reference account for prospective customers.

2.3 Anti-Kickback Provision. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2.4 Century Compliance. The Contractor warrants that the hardware, software and firmware products, provided for use by the City or used by the Contractor to provide any service or commodity that is the subject of this contract, individually and in combination, shall successfully process, store and perform calculations with dates regardless of the century in which the dates occur.

2.5 Compliance with Laws. The Contractor shall comply with the provisions of any statutes, ordinances, rules, regulations, or other laws enacted or otherwise made effective by any local, state, or federal governmental entity which may be applicable to the performance of this contract and shall obtain all necessary licenses and permits thereunder.

2.6 Contractor Misrepresentation.

2.6.1 In General. If the Contractor knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding the award of this Contract.

2.7 Human Rights.

2.7.1 Civil Rights Act Compliance. During the performance of this contract, the Contractor agrees to comply fully with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

The essence of this requirement is found in the United States Code Annotated, Title 42, Section 2000e-2, which states in part: "a. It shall be an unlawful employment practice for an employer: (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would

ny individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex or national origin," By entering into this Contract, the Contractor certifies that it has complied with Titles VI and VII of the Civil Rights Act of 1964, as amended.

2.8 Intellectual Property. The Contractor represents and warrants that all goods and services that it will furnish under this Contract do not and will not infringe on any valid copyright, patent, service mark or trademark. The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Contractor or used by the Contractor in the performance of its services. The Contractor shall defend, hold harmless and indemnify the City from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

2.9 Personnel. The Contractor shall not replace a person indicated in the Contractor's proposal as being assigned to perform services under this Contract for the City except in accordance with the provisions of this section. If the Contractor wishes to replace such a person, the Contractor shall provide the contract administrator of the City with written notification. The project administrator of the City will only approve such a substitution when, in their opinion, the proposed substitute has equal or greater qualifications and experience than the person replaced.

2.11 Property of Work.

2.11.1 Work Product. Any material, report or product, whether in electronic or paper form, that results from the execution of this contract shall be the sole property of the City. The Contractor shall not copyright any material or reports. Upon request, the Contractor shall turn over all work papers and related documents to the City.

2.11.2 City Property. Any data or material with which the City furnishes the Contractor shall remain the property of the City. When it no longer needs such data or material for its performance of this Contract, the Contractor shall return such data or material to the City or destroy such data or material using a method approved by the City.

3.0 Payment.

3.1 Basis. The City shall pay the Contractor for all goods delivered and services performed under this Contract in accordance with the pricing provisions set forth in the Contract Documents.

3.2 Schedule. The Contractor shall invoice the City on a schedule in accordance with the Contract Documents.

3.3 Terms. The City shall pay the Contractor as follows: Net 45 days.

3.4 Subject-to-Appropriations. All payments and other performance by the City under this Contract appropriations by the City; consequently, this Contract shall bind the City only to the extent that the City appropriates sufficient funds for the City to perform its obligations hereunder.

3.5 When City Obligated to Pay. The City shall not be obligated to purchase or pay for any goods or services covered by this Contract unless and until they are ordered and either delivered or performed, as the case may be.

3.6 Offset Clause. The City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability due the City from such person, firm or corporation shall first have been settled and adjusted.

3.7 Taxes. All prices shall be submitted exclusive of direct Federal, State and Local Taxes. The City shall not be liable for the payment of any taxes levied by any local, state, or federal governmental entity against the Contractor, and the Contractor shall pay all such taxes; furthermore, should the City nevertheless pay any such taxes, the Contractor shall reimburse the City therefor.

3.8 Invoices. The Contractor shall submit invoices that include a unique invoice number, the applicable City purchase order number, and the Contractor's federal Taxpayer Identification Number. All invoices submitted by the Contractor must set forth each item billed in sufficient detail to enable the City to ensure that the item was ordered and corresponds with the contract price for such item. If the Contractor does not include all of the required information on the invoice, the City may reject and return the invoice unpaid. The Contractor shall submit an original invoice to the City's Department of Finance at either: dkeller@Ballwin.mo.us or City of Ballwin

Finance Dept., #1 Government Center, Ballwin MO 63011.

The City prefers that the original invoice be sent to the above electronic mail address to facilitate timely payment. The Contractor shall submit a duplicate invoice to the attention of the "Requester" identified on the purchase order at the "Ship To" address identified on the purchase order. 4.0 Indemnification and Insurance.

4.1 Indemnification. The Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys' fees) arising from any material default or breach by the Contractor of its obligations specified in this contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Contractor, its officers, agents and employees. Further, the Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, its agents or its employees under or in connection with this contract. The Contractor shall hold harmless and indemnify the City, and its agents, volunteers, servants, employees, and officers from and against any and all claims, losses or expenses, including but not limited to court costs and attorneys' fees, which any of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Contractor shall, upon written demand by the City, assume and defend at the Contractor's sole expense any and all such claims or legal actions.

4.2 Insurance. The Contractor shall provide and maintain throughout the life of this Contract insurance in the kinds and amounts specified in this section with an insurer licensed to transact insurance business in the State of Missouri. Each insurance policy, endorsement and certificate of insurance shall be signed by duly authorized representatives of such insurers and shall be countersigned by duly authorized local agents of such insurers.

4.2.1 Costs and Premiums. The Contractor shall pay all premiums and other costs of such insurance. The consideration paid or to be paid to the Contractor for the performance of the Contract includes the premiums and other costs of such insurance, and neither the City shall be responsible therefor.

4.2.2 Policy Requirements. All insurance contracts and policies shall provide, or be endorsed to provide, as follows:

Subrogation against the City shall be waived. The City, and its officers, employees, agents and volunteers shall be listed as an additional insured, except for Workers Compensation and Professional Liability. Coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice to the City. The insolvency or bankruptcy of any of the insured shall

not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies. No insurance contract or policy shall be expanded to afford coverage which is greater than the maximum coverage approved for writing in the State of Missouri.

4.2.3 Evidence to Be Furnished.

4.2.3.1 Endorsements. The Contractor shall furnish the City with a copy of the policy endorsement listing the City, and its officers, employees, agents and volunteers as an additional insured for each policy, other than Workers Compensation and Professional Liability, required under this section 4.2 ("Insurance"). The Contractor shall furnish the City with copies of such other endorsements as may be required under this Contract upon request by the City therefor.

4.2.3.2 Certificates of Insurance. The Contractor shall furnish the City with a certificate of insurance evidencing the above coverage, indicating that the City, and its officers, employees, agents and volunteers are listed as additional insured for each policy, other than Workers Compensation and Professional Liability, and that the coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice to the City. All certificates of insurance shall show the Contract Number assigned to this Contract by the City.

4.2.3.3 Contracts and Policies. The Contractor is not required to furnish the City with copies of insurance contracts or policies required by this section 4.2 ("Insurance") unless requested at any time by the City.

4.2.4 Schedule of Coverage. The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of this section 4.2 ("Insurance"):
Commercial General Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence. Automobile Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence. Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301. Either (a) for professional services, Professional Liability Insurance with limits of not less than \$1,000,000 per claim, or (b) for non-professional services, Errors and Omissions Insurance with limits of not less than \$1,000,000 per occurrence.

5.0 Assignment, Delegation and Subcontracting.

5.1 By City. The City may assign their rights or delegate their duties, in whole or in part, under

this Contract by written notice delivered to the Contractor. Such transfer of rights or duties shall take effect upon the date specified in the notice or upon the assumption, if necessary, of the delegated duties by the assignee, whichever is later.

5.2 By Contractor. The Contractor shall not assign its rights or delegate its duties, or any part thereof, under this Contract without the prior written consent of the City. Further, the Contractor shall not assign, sublet or transfer its interest or any part thereof in this Contract by means or as part of any sale, merger, consolidation, assignment or any other event that would result in new or different ownership, control, operation or administration of the Contractor's business affairs without the prior written consent of the City.

5.3 Subcontracting. This Contract shall not be subcontracted without the prior written approval of the City.

6.0 Remedies and Termination.

6.1 Default. In case of default of the Contractor or if the Contractor fails to deliver the supplies or services ordered by the time specified, the City, after due notice in writing, may procure them from other sources and hold the Contractor responsible for any excess cost occasioned thereby. This remedy shall be in addition to any other remedies available to the City.

6.2 Termination with Cause.

6.2.1 Notice. The City may terminate this Contract without cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the intent of the City to so terminate. Such notice shall be delivered at least seven calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.2.2 Cure. If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the satisfaction of the City, indicated in writing to the Contractor, during this seven calendar day period, then the notice of termination with cause shall be deemed null and void.

6.2.3 Effect. Upon such termination, the City shall be liable only to the extent of costs which may be reimbursable under this Contract that have been submitted by the Contractor and approved by the City up to the time of termination and only upon delivery to the City of all completed or partially completed work performed by the Contractor. The City shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.

6.3 Termination without Cause.

6.3.1 Notice. The City may terminate this Contract without cause by delivery of written notice to the Contractor of the City's intent to so terminate. Such notice must be delivered at least 90 calendar days prior to the date of termination and must otherwise be given in accordance with the requirements of this contract for the delivery of notices.

6.3.2 Effect. Upon such termination, the City shall be liable only to the extent of any (i) costs which may be reimbursable under this Contract that have been submitted by the Contractor and approved by the City up to the time of termination and (ii) fees to which the Contractor may be entitled under this Contract as a result and only upon delivery to the City of completed or partially completed work. The City shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation. No termination notice will relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of termination.

6.4 Termination by Contractor.

6.4.1 Notice. The Contractor may terminate this contract if the City Council does not appropriate sufficient funds for the City to perform its obligations under this Contract by delivery of written notice to the City of the Contractor's intent to so terminate. Such notice shall be delivered at least 45 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices. **6.4.2 Cure.** If the City cures the non-appropriation of funds by appropriating sufficient funds during this 45 calendar day period, then the Contractor's notice of termination shall be deemed null and void.

6.4.3 Effect. Upon such termination, the Contractor shall have no further obligations under this Contract.

6.5 Waiver. The waiver by any party of any term or condition of this Contract shall not be deemed to constitute either a continuing waiver thereof or a waiver of any further or additional right that such party may hold under this Contract.

7.0 Dispute Resolution.

7.1 Governing Law. All issues and questions concerning the construction, enforcement,

interpretation and validity of this contract, or the rights and obligations of the City and the Contractor in connection with this Contract, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Missouri, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the State of Missouri or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the State of Missouri.

7.2 Construction and Interpretation. Each of the parties has had the opportunity to have its legal counsel review this Contract on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Contract, this Contract will be construed as if drafted jointly by the parties. Neither the form of this Contract, nor any language herein, shall be construed or interpreted in favor of or against any party hereto as the sole drafter thereof.

7.3 No Cessation of Performance. Nothing in this section 7.3 ("Contractual Claims") shall be construed to authorize or permit the Contractor, while pursuing, by any available procedure, an appeal of a contractual claim or dispute, to cease performance of the Contract while such claim or dispute is pending

7.4 Alternative Dispute Resolution. The City, with the concurrence of the City Attorney, may agree in writing on behalf of the City to submit particular disputes arising from this Contract to arbitration and to utilize mediation and other alternative dispute resolution procedures; however, any such procedures entered into by the City shall be nonbinding. (

7.5 Forum and Venue Choice. Any and all disputes, claims and causes of action arising out of or in connection with this contract, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the State of Missouri Circuit Court or the United States District Court for the Eastern District of Missouri. The Contractor accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.

8.0 Miscellaneous Provisions.

8.1 Audit. The City reserves the right to audit all aspects of this Contract, including but not necessarily limited to (i) the Contractor's financial capability and accounting system, (ii) the basis for progress payments, (iii) the Contractor's compliance with applicable laws and (iv) appropriate vendor records. The City further reserves the right to review, on demand and without notice, all files of the Contractor or any subcontractor or vendor employed by the Contractor to provide services or commodities under this Contract where payments by the City are based on records of time, salaries, materials or actual expenses. The Contractor shall maintain all records subject to audit under this provision locally or in a manner deliverable at the Contractor's expense to a

location in the City of Ballwin, Missouri.

8.2 Captions. This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.

8.3 Force Majeure. If any party is unable to perform its obligations under this Contract due to acts of God or circumstances beyond its reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.

8.4 Merger / Entire Agreement. This Contract constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the City and the Contractor regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the City and the Contractor regarding this Contract's subject matter shall be of any effect.

8.5 Modification. This Contract shall not be amended, modified, supplemented, or otherwise changed except in writing signed by the authorized representatives of the City and the Contractor.

8.6 No Third-Party Beneficiaries. Notwithstanding any other provision of this contract, the City and the Contractor hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than the City or the Contractor; (iii) no individual or entity shall obtain any right to make any claim against the City or the Contractor under the provisions of this Contract; and (iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this contract.

8.7 Notices.

8.7.1 In General. Any written notice by any party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur: (i) delivered by hand to the last known business address of the person to whom the notice is due, (ii)

delivered by hand to the person's authorized agent, representative or officer wherever they may be found or (iii) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery.

8.7.2 Address. All notices to the City shall be directed to: Tony Hickham, 300 Park Dr. Ballwin MO 63011. All notices to the Contractor shall be directed to the contact person stated at the address given in the Contractor's proposal.

END OF GENERAL TERMS AND CONDITIONS

PART IV

SPECIAL PROVISIONS

1.0 Electronic Submission

A redacted copy of the proposal should be submitted electronically. The City prefers this copy be via USB; however, a CD will be accepted. If the Offeror's proposal contains proprietary or confidential information, or trade secrets, the Offeror must submit one (1) additional redacted electronic copy.

2.0 Continuity of Services

A. The Contractor recognizes that Contract Services are vital to the City and must be continued without interruption and that, upon Contract expiration, a successor, either the City or another Contractor, may continue them. The Contractor agrees:

- i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor; and
- ii. To make all City-owned owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and

B. The Contractor shall, upon written notice from the City, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall

be subject to the City's written approval.

3.0 Pop-Up Windows/Advertisements

The Contractor warrants that there shall be no "pop-up" advertisement windows or advertisement banners of any nature displayed at any time during a user's session.

4.0 Technology Improvements

Contractor agrees to provide the City with a written change log of any minor between version changes to the software within 48 hours. Also, Contractor agrees to provide the City with written notification, any major known hardware, services, firmware, or software changes at least 60 days, or sooner if agreed to by the in writing, in advance of any proposed date for implementing such changes that may drastically affect the features, functionality, or method of operation or delivery of any Service or Product offered under this contract. Upon the City's request, the Contractor shall promptly provide all documentation needed to evaluate the impact of such changes,

5.0 Warranty of Shutdown Devices The Contractor warrants that the services provided under the Contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following implementation of the service.

6.0 Known Defects.

The Contractor shall promptly notify the City in writing of any defects or malfunctions in the Solution or Documentation of which it learns from any source other than the City, correct any such defects or malfunctions or provide a work around until corrected, within two (2) days of Contractor's knowledge of such defect or malfunction and provide all Authorized Users with corrected copies of same.

Specifications for Computer Aided Dispatch System

- **RFP #19-22**

Proposed Timeline for Project:

RFP Advertised and Distributed	April 5th, 2019
Bid Due Date	2:00P.M. April 30, 2019
Board of Aldermen Approval	May 13th 7:00pm, 2019
Notice of Award to Vendor	May 14th, 2019
Delivery to City of Ballwin	90 Days from notification