

# **City of Nampa**

## **REQUEST FOR PROPOSAL**

### **ELECTRONIC CITATION SOFTWARE, INTEGRATION AND IMPLEMENTATION SERVICES**

#### **Quote Due**

**Wednesday, October 14th, 2009  
3:00 p.m. (MST)**

#### **SUBMIT PROPOSALS TO**

**Nampa Police Department  
ATTN: Greg Bishop  
211 12<sup>th</sup> Ave. SOUTH  
NAMPA, ID 83651**

# TABLE OF CONTENTS

	<b>PAGE</b>
<b>BACKGROUND</b> .....	1
<b>CURRENT SYSTEMS</b> .....	3
<b>PART I            OVERVIEW</b>	
1-1            SYSTEM SCOPE .....	5
1-2            CURRENT COMPUTING ENVIRONMENT.....	5
1-3            REQUIRED SYSTEM FUNCTIONS .....	5
1-4            SELECTION PROCESS.....	6
1-5            AWARD .....	6
<b>PART II           GENERAL TERMS AND CONDITIONS</b>	
2-1            GENERAL CONDITIONS.....	8
2-2            PREPARATION OF PROPOSALS.....	8
2-3            DESCRIPTION OF SUPPLIES AND/OR SERVICES.....	8
2-4            SUBMISSION OF BIDS .....	9
2-5            ADDENDA .....	9
2-6            REJECTION OF BIDS .....	9
2-7            WITHDRAWAL OF BIDS.....	10
2-8            LATE BIDS AND MODIFICATIONS .....	13
2-9            CLARIFICATIONS OR OBJECTION TO BID SPECIFICATIONS .....	13
2-10            INVOICING AND PAYMENT .....	13
2-11            DISCOUNTS .....	14
2-12            COMPETENCY OF BIDDERS.....	14
2-13            TERMINATION OF CONTRACT .....	14
2-14            EMPLOYEES .....	15
2-15            BID PROTESTS .....	15
2-16            DISQUALIFICATION OF BIDDERS.....	15
2-17            LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS.....	15
2-18            COLLUSION .....	16
2-19            NO BID STATUS.....	16
2-20            PATENTS AND COPYRIGHTS.....	16
2-21            PUBLIC RECORDS LAW .....	16
2-22            INFORMATION .....	16
2-23            REQUEST FOR PROPOSAL .....	17
2-24            CONFLICT IN SPECIFICATIONS.....	17
2-25            EXCEPTIONS TO PROPOSAL .....	17
2-26            HOLD HARMLESS AGREEMENT .....	17
2-27            COPELAND "ANTI-KICKBACK" ACT.....	17
2-28            INSURANCE .....	17
2-29            DURATION OF AGREEMENT.....	18
2-30            CONTRACT RENEWAL .....	18
2-31            SUBCONTRACTORS .....	18
2-32            PUBLIC ENTITY CRIMES .....	18
2-33            SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY .....	19
2-34            LITIGATION DISCLOSURE.....	19
2-35            SOLICITATION, RECRUITING AND EMPLOYMENT OFFERS.....	19

**PART III SPECIAL CONDITIONS**

3-1 SUBMISSION REQUIREMENTS ..... 21

3-2 DELIVERY OF PROPOSAL ..... 21

3-3 PROPOSAL COSTS..... 21

3-4 ACCEPTANCE ..... 19

3-5 INQUIRIES ..... 19

3-6 PRE-PROPOSAL CONFERENCE ..... 19

3-7 REJECTION ..... 19

3-8 SOURCE CODE ..... 19

  

**PART IV PROPOSAL FORMAT**

4-1 PROPOSAL FORMAT..... 22

4-2 EXECUTIVE SUMMARY:..... 23

4-3 COMPANY BACKGROUND..... 23

4-4 PROPOSED APPLICATION SOFTWARE AND COMPUTING ENVIRONMENT 24

4-5 DATABASE SOFTWARE ..... 24

4-6 THIRD-PARTY PRODUCTS AND OPTIONAL SOFTWARE ..... 25

4-7 SYSTEM SECURITY ..... 25

4-8 RESPONSES TO GENERAL REQUIREMENTS ..... 25

4-9 RESPONSES TO FUNCTIONAL AND TECHNICAL REQUIREMENTS..... 25

4-10 IMPLEMENTATION SUPPORT AND TRAINING..... 26

4-11 MAINTENANCE PROGRAM ..... 26

4-12 CLIENT REFERENCES ..... 27

4-13 COST QUOTATIONS ..... 27

4-14 CONTRACT TERMS AND CONDITIONS ..... 29

4-15 OTHER INFORMATION ..... 29

4-16 SAMPLE DOCUMENTS ..... 29

4-17 MANDATORY SUBMITTALS ..... 30

4-18 ADDENDA ..... 30

  

**PART V TECHNICAL SPECIFICATIONS**

5-0 GENERAL REQUIREMENTS .....32

5-1 ACCIDENT/CRASH FORM  
FUNCTIONALITY.....32

5-2 MOBILE COMPUTER ELECTRONIC CITATION  
APPLICATION.....32

5-3 HANDHELD TICKETING FORM FUNCTIONALITY.....33

5-4 ELECTRONIC DATA TRANSFER TO RMS AND COURT SYSTEM.....33

5-5 ADDITIONAL  
REQUIREMENTS.....34

  

**PART VI EVALUATION OF PROPOSALS**

6-1 EVALUATION METHOD ..... 36

6-2 SELECTION CRITERIA..... 36

  

**PART VII MANDATORY SUBMITTALS**

BID SIGNATURE PAGE FOR CORPORATION .....38

BID SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP .....39

# **BACKGROUND AND CURRENT SYSTEMS**

## **BACKGROUND**

### **PROPOSAL PURPOSE**

The City of Nampa, Idaho (“City”) is soliciting proposals for an Electronic Citations solution, integration services, implementation services, ongoing training, and technical support (“Solution”). Nampa would like to acquire these software modules as one integrated solution from one vendor. Vendors, systems integrators and solution providers of any software application listed in the System Scope (“Contractor”) may submit their proposals. It is understood that some vendors “partner” with other vendors to provide software applications that are designed to integrate well with each other, and we encourage them to submit their consolidated proposal.

### **THE CITY OF NAMPA**

Nampa is located in Southwestern Idaho in Canyon County. Nampa has a permanent population of approximately 82,000. Nampa is a full-service City, providing public safety, parks and recreation, zoning and code enforcement, and utilities (water, sewer, irrigation and solid waste utilities) to the municipality with a staff of approximately 550 full-time employees. The Police Department consists of over 120 sworn officers and has over 50 mobile units.

## CURRENT SYSTEMS

Nampa currently uses Spillman as it's Cad and RMS systems. Citations are done via a pre-printed form that must be hand written on by an officer, and then manually entered into Spillman by a records clerk. Contractors should be prepared to answer very specific questions about their product(s).

The requirements specified in Part V, are a by-product of an extensive evaluation process of the needs of our citizens and employees and research compiled on several systems currently available. Some of these features are mandatory and Solutions lacking the required features will not be considered.

Current systems in use at the PD include:

- E-Impact
- Spillman
- ISTARs (Idaho Courts System)

Please refer to the following information when submitting implementation and system cost analysis.

Number of Employer Identification Numbers	1
Number of Car based Mobile Units	50
Number of Motorcycle Units	10
Number of Police Officers	130

Current technologies used at the PD include:

- TCP/IP Network, switched network, 100MB to 1GB to the desktop and servers.
- WAN Network utilizing T1, T3, and Fiber connected remote locations
- Multiple subnets within organization separated by a Cisco PIX firewall
- Windows 2000 and 2003 servers
- Microsoft Exchange Server 2003 Email
- Microsoft Internet Explorer 6.x and 7.x at the desktop
- Microsoft Windows 2000, XP SP2, and Vista at the desktop
- Microsoft Office 2000, 2003 and 2007 at the desktop
- Microsoft SQL Server 2000 and 2005 database technology

# **PART I**

## **Overview**

## OVERVIEW

### 1-1 SYSTEM SCOPE

Nampa is seeking proposals for an electronic ticketing solution, implementation services, ongoing training, and technical support. Ideally, a single vendor will provide a satisfactory, integrated solution for all systems. Nampa recognizes that this single vendor may not be found. All software and hardware must be delivered within 90 days of award and fully installed and operational within 30 days of delivery.

The City desires a “Turn Key” solution that will be supported by the Contractor. The Contractor will be responsible for the following:

- Installing software products
- Training and documentation on hardware installation
- Migrating all data from existing system into the new system
- Implementation testing
- Implementation services that minimize parallel production systems
- Training of staff on use of new system
- Installing program “patches”
- Installing version upgrades
- Installing database/development upgrades
- Providing telephone and web support with documented service levels
- Providing user and administrator documentation
- Providing a Data Dictionary for the database
- Ensuring system will fully interface with Spillman
- Ensuring system will fully interface with E-Impact
- Ensure that the system can export data in CSV, Tab Delimited or Fixed Width format, to be fully compatible to upload to the ISTARs (Idaho Courts) database.

The City recognizes that an “out-of-box” solution will not meet the city’s needs in all areas.

### 1-2 CURRENT COMPUTING ENVIRONMENT

Mobile laptops, connecting via wireless aircards and a vpn. Software for CAD and records management is Spillman Mobile 4.3 and Spillman 4.6.

### 1-3 REQUIRED SYSTEM FUNCTIONS

The City has defined its general computing requirements as well as short-term and long-term information services directions. These are listed in

Part V of this RFP. In addition, Part V contains a detailed listing of system functions that are required in the new system.

#### **1-4 SELECTION PROCESS**

At its discretion, the City may require the Contractor to make an oral presentation of their proposal, to provide demonstrations, or to submit further written literature. These presentations provide an opportunity for the Contractor to clarify the proposal for the city. The City will schedule any such presentations or requests for information. Representatives of the city may want to visit a client reference to observe the applications in an actual working environment. The award/negotiation sequence will be based on a formal methodology established by the city.

#### **1-5 AWARD**

Once the proposals are opened, a committee selected by the city will evaluate each proposal, taking into consideration the criteria and methodology stipulated in this RFP. The City, sole judge in evaluation considerations, may make an award to the Contractor(s) who submit the proposal judged by the city to be most advantageous. A recommendation will be presented to the Nampa City Council, which will be in the best interest of the city as determined by the Evaluation Committee. Nampa reserves the right to award on an all-or-none basis. The award will only be to responsible Contractor(s) qualified by experience to perform the services specified herein. *All proposals submitted shall be valid for a period of one hundred eighty (180) calendar days from the date of the proposal opening.*

## **PART II**

# **General Terms and Conditions**

## **GENERAL TERMS AND CONDITIONS**

### **2-1 GENERAL CONDITIONS**

Bidders are required to submit their proposals upon the following express conditions:

- A. Bidders shall thoroughly examine the specifications, schedules, instructions, and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.

### **2-2 PREPARATION OF PROPOSALS**

Proposals will be prepared in accordance with the following:

- A. All information required by the specifications shall be furnished. Each Proposal shall be signed by someone who has legal authority to obligate the company.
- B. Proposed time schedules shall be included when applicable.
- C. Nampa is exempt from payment to its vendors of State of Idaho sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

### **2-3 DESCRIPTION OF SUPPLIES AND/OR SERVICES**

Any manufacturers' names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers items of equal material, unless specifications state "NO SUBSTITUTIONS."

Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.

Bidders are required to itemize and state exactly what they intend to furnish.

Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are proposing, if applicable.

The city shall be the sole judge of quality and its decision shall be final.

#### **2-4 SUBMISSION OF BIDS**

Bids and Addenda thereto shall be enclosed in sealed envelopes addressed to:

Nampa Police Department  
Attn: Greg Bishop  
211 12<sup>th</sup> Ave S  
Nampa, ID 83651

Please include the following items, marked conspicuously on the sealed envelope:

- The name and address of the bidder
- The date and hour of the bid closing
- "Electronic Citation Software and Implementation Services Proposal"

E-mail and facsimile bids will not be considered, but are acceptable as notice of intent to not bid on this project. Bidders shall have sole responsibility for delivery of bids on time and to the proper location.

#### **2-5 ADDENDA**

Bidder shall be responsible for monitoring the e-RFP web site for any addenda that may be issued. No addenda will be issued as of 7 business days prior to bid closing.

#### **2-6 REJECTION OF BIDS**

The City reserves the right to reject any proposal for any reason, including but not limited to:

- A. The Bidder fails to acknowledge receipt of an addendum, or if

- B. The Bidder misstates or conceals any material fact in the bid, or if
- C. The bid does not strictly conform to the law or requirements of bid, or if
- D. The bid is conditional; except that the bidder may qualify his bid for acceptance by the City on an "all or none" basis. An "all or none" basis bid must include all items upon which bids are invited.

The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in paragraph 2-6(D) above. The City may also waive any minor informalities or irregularities in any bid.

## **2-7 WITHDRAWAL OF BIDS**

- A. Bids may not be withdrawn for a period of 180 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the date set for the bid opening. Such request must be in writing.

## **2-8 LATE BIDS AND MODIFICATIONS**

Only bids or proposals received as of the opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

## **2-9 CLARIFICATIONS OR OBJECTION TO BID SPECIFICATIONS**

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the City Contact on or before seven days prior to the scheduled opening a request for clarification. All such requests for clarification shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving an Invitation to Bid. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the City Contact on or before ten days prior to the scheduled opening.

## **2-10 INVOICING AND PAYMENT**

All invoices should be sent to the **City of Nampa**, 211 12<sup>th</sup> Ave. South, Nampa, ID 83651.

**2-11 DISCOUNTS**

- A. Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes.
- B. Bidders may offer a discount to encourage payment before a target fiscal goal, such as fiscal year-end; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation.
- C. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

**2-12 COMPETENCY OF BIDDERS**

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of a contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and City to insure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and City" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.
- B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City in making the award in the best interest of the City.

**2-13 TERMINATION OF CONTRACT**

- A. The City may, upon 30 days written notice to the Contractor, terminate the Contract if the Contractor has been found to fail to perform his services in a manner satisfactory to the City as per specifications, including delivery as specified or any other reason deemed by the city to be in its best interests. The date of termination shall be stated in the notice. The City shall be sole judge of non-performance.

**2-14 EMPLOYEES**

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City. The Contractor shall supply competent employees; the City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable, or whose presence on City property is not in the best interest of the City. Any Contractor on site or with access to sensitive systems will be escorted and may be subject to a background check in compliance with Federal standards.

**2-15 BID PROTESTS**

The City shall provide notice of its decision to award or reject to all bidders by U.S. mail. If bidders wish to protest a decision of award, they must file a notice of protest in writing to the City Contact within three (3) working days after receipt of the notice of the City's decision of award and shall file a formal written protest within 5 days after filing the notice of protest. The notice of protest must be either hand delivered to the City Contact or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the time specified herein shall constitute a waiver of all rights to protest the City's decision regarding the award of bid.

**2-16 DISQUALIFICATION OF BIDDERS**

A bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:

- A. Poor performance or default, in the City's opinion, on previous contracts with the City.
- B. Poor performance or default, in the City's opinion, on previous contracts with other public entities.

**2-17 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS**

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and subsequent contract(s), including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.

**2-18 COLLUSION**

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

**2-19 NO BID STATUS**

To protect your status as an active bidder, please write the City Contact a letter indicating the reason for "No Bid" at this time. Email is acceptable.

**2-20 PATENTS AND COPYRIGHTS**

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall hold harmless and fully indemnify the City and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

**2-21 PUBLIC RECORDS LAW**

Pursuant to Idaho State Statute 9-338 (1), public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 10 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement that prohibits its disclosure is also exempt.

**2-22 INFORMATION**

Further information, if desired, may be obtained from the City's contact.

Questions or requests for clarification of the specifications shall be in writing and received by the City at least seven days prior to the date and

time of the bid opening. They may be mailed, e-mailed to bishopg@cityofnampa.us, or faxed to (208) 465-2405.

## **2-23 REQUEST FOR PROPOSAL**

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to a bid shall be and mean the same as proposal.

## **2-24 CONFLICT IN SPECIFICATIONS**

Where there appears to be a variance or conflict between the General Conditions and the Special Conditions or Technical Specifications outlined in the Bid Package, the order of preference shall be Technical Specifications, Special Conditions, then General Terms and Conditions.

## **2-25 EXCEPTIONS TO PROPOSAL**

The bidder shall on a separate sheet of paper include any exceptions to the conditions of this Bid Proposal. This sheet shall be labeled, "Exceptions to Proposal Provisions," and shall be attached to the Bid Proposal. If no exceptions are stated, it will be understood that all General, Special and Technical Conditions will be complied with, without exception.

## **2-26 HOLD HARMLESS AGREEMENT**

The awarded bidder agrees to indemnify and hold the City harmless from any and all claims, suits, actions, damages, causes of action, or attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or services supplied.

The awarded bidder agrees to indemnify and hold the City harmless from any and all claims, suits, actions, damages, causes of action, or attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the negligence of the contractor/supplier, his employees, agents, or assigns.

## **2-27 COPELAND "ANTI-KICKBACK" ACT**

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

## **2-28 INSURANCE**

Successful Bidder shall not commence work under the Contract until proof of all required insurance has been submitted to the City, and approved by the City.

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Idaho Code §§ 72-101 (1). In the event any work is sublet, Contractor shall require the sub-contractor similarly to provide Workers' Compensation insurance, unless such employees are covered by the protection afforded by the Contractor.
- B. Comprehensive General Liability in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The City must be shown as an additional insured with respect to this coverage.
- C. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Idaho, with the following qualifications:
- D. Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the City.

## **2-29 DURATION OF AGREEMENT**

Unless otherwise stated, the prices and conditions stated in this bid shall be in effect for a period of six-months from the date of the issuance of a letter of award, or date of executed contract, whichever is later.

## **2-30 CONTRACT RENEWAL**

Any contract or agreement executed in conjunction with the award of a bid may be renewed for additional six-month period if agreed to in writing by both parties.

## **2-31 SUBCONTRACTORS**

Bidder shall submit a list of any subcontractors that the bidder proposes to use in the execution of the work covered in these specifications. Should there be any change in this list during the contract; the Contractor shall inform the City. The City reserves the right of approval of such subcontractors. The attached form at the end of this document shall be used to provide this information.

## **2-32 PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of 36 months from the date of being placed on the convicted vendor list.

### **2-33 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Bidders understand that by signing and submitting the attached signature form(s) at the end of this document, they are indicating understanding and compliance with the City and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

### **2-34 LITIGATION DISCLOSURE**

Prior to the final ranking of Contractors by the City's Software Evaluation Committee, the City reserves the option to request that the three highest ranked Contractors disclose any instance in which the Contractor has been involved in litigation in regards to the software and services provided by the Contractor. If the Contractor is representing a third party that will provide software or services for this project, the Contractor must also disclose any instances in which the third party has been involved in litigation in regards to the software and services provided by the third party.

### **2-35 SOLICITATION, RECRUITING AND EMPLOYMENT OFFERS**

Bidders understand that by signing and submitting the attached signature page at the end of this document, they are indicating understanding and agreement to not solicit an employee from the Organization or to conduct any operations that have the intended purpose of enticing an employee of the Organization to exit the Organization with the intent to go to work for the Contractor or any of its subcontractors or assigns for a period of 2 years from the date signed.

## **Part III**

# **Special Conditions**

## SPECIAL CONDITIONS

### 3-1 SUBMISSION REQUIREMENTS

To facilitate evaluation of Proposals, the original proposal, four (4) identical copies, and the attached spreadsheet file containing responses to the functional/technical requirements, shall be submitted to the office of the City Contact. The original shall be clearly marked "original". The proposal shall be prepared with a straightforward, concise delineation of the Contractor's capabilities to satisfy the requirements of this RFP.

Proposals must be received in the office of the City Contact no later than 3:00 p.m. MST, Wednesday, October 14th, 2009.

**Mailing Address:**

Nampa Police Department  
ATTN: Greg Bishop  
211 12<sup>th</sup> Ave South  
Nampa, ID 83651

It is anticipated that the Contractor may be required to make one or more appearances at Nampa City Council meetings to answer questions and present results.

### 3-2 DELIVERY OF PROPOSAL

Each proposal must be received by the date and time set for closing receipt of offers. The envelope shall be identified as a "**PROPOSAL FOR ELECTRONIC CITATIONS SOFTWARE AND IMPLEMENTATION SERVICES**", the envelope must also show the name of the Contractor, and the date and time of closing.

**Note: Any deviation from this requirement may result in your proposal being considered non-responsive, thus eliminating your company from further consideration.**

The City cautions Contractors to assure actual delivery of mailed or hand-delivered proposals **directly to the City's Contact** by the established deadline. A proposal received by the City Contact after the established deadline will be considered non-responsive.

### 3-3 PROPOSAL COSTS

This RFP is not a commitment by the City to fund any development, to lease or purchase any equipment, products, services or any other materials from the Contractor. Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the City to

reimburse any individual or firm for any costs that the Contractor may incur in the preparation, production and/or submission of a response to this RFP, providing additional information when requested by the City, for participating in any selection interviews, or for any subsequent sales, due diligence, or negotiation costs.

### **3-4 ACCEPTANCE**

Submission of any proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise in the proposal.

### **3-5 INQUIRIES**

For general and technical questions about the proposal, interested Contractors may contact:

Greg Bishop  
Phone: (208) 468-5675  
Fax: (208) 465-2405  
[bishopg@cityofnampa.us](mailto:bishopg@cityofnampa.us)

The City Contact will also receive written requests for clarification concerning the meaning or interpretations of this RFP until seven (7) business days prior to the submittal date.

### **3-6 PRE-PROPOSAL DEMONSTRATIONS**

Any interested parties are invited to propose an optional on-site demonstration of their solution. Please ensure that all proposals are scheduled as soon as possible to ensure ample time to respond to the RFP after the demonstration. All City representatives who will be involved in the decision-making process will attend these demonstrations and be available to answer questions. Web-based demonstrations will not be considered.

### **3-7 REJECTION**

The City reserves the right to reject any and all proposals, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals.

### **3-8 SOURCE CODE**

To protect its investment the City will make when it acquires new Application Software, the City will request that the source code be held by the National User Group. The source code and technical specification

documents would be kept current with respect to new releases, and would be released to the City if the vendor is no longer willing or able to support the software. This includes if the vendor files for bankruptcy protection, dissolves the corporation or otherwise ceases to exist or ceases further development or support of the purchased product. If the vendor is involved in an acquisition or merger, the source code would not be released to the City so long as the acquiring or parent of the new company provides a guarantee in writing to continue development and support of the product for a period of no less than three (3) years and to adhere to the terms and conditions defined in this proposal.

# **Part IV**

## **Proposal Format**

## PROPOSAL FORMAT PART IV

### 4-1 PROPOSAL FORMAT

In order to facilitate the analysis of responses to this RFP, Contractors are required to prepare their proposals in accordance with the instructions outlined in this section. Each Contractor is required to submit the proposal in a sealed package. Contractors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City. Contractors should be sure they download the additional attached spreadsheet file with this RFP containing the functional/technical requirements.

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of the RFP. The functional/technical requirements response section of the proposal should be submitted in electronic format on CD (in Microsoft® Excel® or Microsoft® Word®) and in hard copy as part of the submitted document. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections:

Section	Title
	Title Page
	Letter of Transmittal
	Table of Contents
1.0	Executive Summary
2.0	Company Background and Profile
3.0	Proposed Application Software and Computing Environment
4.0	Database Software
5.0	Optional Software
6.0	System Security
7.0	Responses to General Requirements
8.0	Responses to Functional/Technical Requirements
9.0	Implementation Support and Training
10.0	Maintenance Program
11.0	Client References
12.0	Cost Quotations
13.0	Contract Terms and Conditions
14.0	Other Information
15.0	Sample Documents
16.0	Mandatory Submittals
	CD

\* Microsoft, Excel, Word, Office and Windows are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

#### **4-2 EXECUTIVE SUMMARY:**

(Section 1.0): This part of the response to the RFP should be limited to a brief narrative highlighting the Contractor's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.

#### **4-3 COMPANY BACKGROUND AND PROFILE**

(Section 2.0): Contractors must provide the following information about their company so that the City can evaluate the Contractor's stability and ability to support the commitments set forth in response to the RFP. If the proposal will include components from third party vendors or contractors, the Contractor must include the same information specified here for each party involved in the proposed solution. The Organization, at its option, may require Contractor or a vendor to provide additional support and/or clarify requested information.

The Contractor should outline the company's background, including:

- How long the company has been in business.
- A brief description of the company size and organization and its history.
- A description of the client base of the company, including, but not limited to size and number of existing customers and how many customers are state/local government customers. Include this information for both total customers overall, and customers who use the Electronic Citation software from the company
- Whether the company is a public or private company
- The primary business focus of the company
- Any other focus of the company outside Electronic Citation software and how long Electronic Citation has been an offering by the company
- Company culture and beliefs
- Achievements
- Target market
- Annual Sales or Revenue
- Amount of revenue invested in Research and Development
- What percentage of R&D is specific to Electronic Citation products

#### 4-4 PROPOSED APPLICATION SOFTWARE AND COMPUTING ENVIRONMENT

(Section 3.0): The Contractor must present, in detail, features and capabilities of the proposed application software, and each of its components.

In addition, the following information should be included:

**Technology.** Describe the overall architecture of your system and include the following items:

- Customization and extensibility capabilities
- Description of architecture
- Any backup and disaster recovery options
- Cost of the maintenance contract
- Description of how your organization provides periodic system performance evaluations for all installed applications and provide cost estimates for recommended improvements
- Future technology plans for next three years
- Licensed offerings
- Any requirements for rack space, network, power, UPS and cooling of installed hardware.

**Hardware Environment.** Describe the hardware environment required to utilize the proposed software. In the event there is more than one suitable hardware platform, list all options indicating the relative strengths and drawbacks (if any) of each.

**Operating System.** Identify the operating system required by the proposed applications software and database management system in the hardware environment recommended above. In the event there is more than one suitable operating system, list all options indicating the relative strengths and drawbacks (if any) of each.

List the operating system software support products required to support the recommended computing environment. List any additional vendor software products required to support your proposed application software.

#### 4-5 DATABASE SOFTWARE

(Section 4.0): If a Database is required to provide the proposed solution, provide a description of the Database Management System (DBMS) utilized by the proposed software application(s). List any fourth-generation features utilized in constructing the proposed system and any additional required or optional end-user productivity tools.

#### **4-6 THIRD-PARTY PRODUCTS AND OPTIONAL SOFTWARE**

(Section 5.0): The Contractor should explicitly state the name of any third-party products that are part of the proposed solution to the City's list of requirements. For each third-party product, there should be a statement about whether the Contractor's contract would encompass the third-party product and/or whether the City would have to contract on its own for the product.

Include a description of any products, features or other value added components available for use with the proposed software application(s) that have not been specifically requested in this RFP. Consideration of these products, features, or other value added components will be given where these may be of value to the City.

#### **4-7 SYSTEM SECURITY**

(Section 6.0): The Contractor should include a detailed description of the proposed system's security features and implementation. Included in this section should be a matrix of application roles and a description of the assignment and administration of those permissions. Additionally, compliance statements should be provided with the proposal in this section, including, but not limited to a statement of HIPAA compliance.

#### **4-8 RESPONSES TO GENERAL REQUIREMENTS**

(Section 7.0): The Contractor must provide responses to each of the General Requirements listed in Part V of the RFP.

#### **4-9 RESPONSES TO FUNCTIONAL AND TECHNICAL REQUIREMENTS**

(Section 8.0): Responses to the Functional and Technical Requirements listed in Part V of this RFP must be provided in this section of the Contractor's proposal. Contractors should add any explanatory details necessary in a separate column to the right of the item being referenced. Be sure to provide the hard copy of those responses in this Section, as well as responses on a CD. The following answer key should be used when responding to the requirements:

##### **Vendor Response Codes**

**F** Fully meets this requirement "out-of-the box"

**N** Does not meet this requirement

**A** Available in the next version (Include comment with estimated availability date for next version and any associated costs to move to the new version)

**Note:** *If any symbol other than “F”, or “A” is the response for a requirement, you must complete a comment entry in a separate ‘Comments’ worksheet.*

**Note:** *Any requirement that is answered with a symbol other than what is listed above or in a comments worksheet will be treated as a negative and/or non-response.*

#### **4-10 IMPLEMENTATION SUPPORT AND TRAINING**

(Section 9.0): The Contractor should provide a detailed plan for implementing the proposed system and for providing training and ongoing support. This information should include:

- Project organization chart
- Detailed implementation methodology and timetable
- Conversion support
- Overview of proposed training, including options for on-site or training center services, for administrators, end users, data processing personnel, internal development and report writing personnel
- Implementation and training plan, including estimated time-frame and deliverables for each stage of the project
- Expected number of City FTE hours required at different stages/modules of the implementation process and for ongoing support
- Level of expertise required of the City staff for conversion and implementation, report writer, database and other system component maintenance, and for implementation and maintenance of hardware and software
- Training expense requirements

#### **4-11 MAINTENANCE PROGRAM**

(Section 10.0): Specify the nature of any post-implementation support provided by the Contractor including:

- Telephone support: toll-free support hotline, hours of operation, availability of 24 x 7 hotline, etc.
- Special plans defining “levels” of customer support (e.g., gold, silver, etc.)
- Delivery method of future upgrades and product feature enhancements
- Number of updates released annually, and their implementation methodology
- Availability of user groups and conferences
- Problem reporting and resolution procedures
- Other support (e.g., on-site; remote dial-in; Website access to patches, fixes, and knowledge base)

**4-12 CLIENT REFERENCES**

(Section 11.0): Contractors should provide a list of at least 12 local government installations during the past five years that have utilized the proposed system in a comparable computing environment. Where possible, at least one such reference should be in the state of Idaho. Submit references for fully completed installations to the extent possible. List the “breadth” of the software solution (e.g., Electronic Citations, RMS, CAD, etc.). .

**4-13 COST QUOTATIONS**

(Section 12.0): Please provide a detailed, itemized cost of ownership for all components, software licenses, support, training and implementation supplies and services being proposed.

An example of the proposed format of the quotation sheet is included on the next page to demonstrate its form and usage.

### Electronic Citation Software, Integration & Implementation Quotation

<b>Solution Cost Quotation:</b>		<b>One-Time Costs</b>		<b>Annual Recurring Costs</b>	
<b>Qty</b>	<b>Description</b>	<b>Cost Each</b>	<b>Ext. Cost</b>	<b>Cost Each</b>	<b>Ext. Cost</b>
<b>Module/Component 1:</b>					
1	Sub-component 1	\$100.00	\$100.00	\$10.00	\$10.00
1	Sub-component 2	\$100.00	\$100.00	\$0.00	\$0.00
<b>Total for Module/Component 1:</b>		<b>One-Time:</b>	<b>\$200.00</b>	<b>Recurring:</b>	<b>\$10.00</b>
<b>Module/Component 2:</b>					
1	Sub-c...	...	...	...	...

\* *Sample*

#### **4-14 CONTRACT TERMS AND CONDITIONS**

(Section 13.0): Provide a copy of the Contractor's standard Terms and Conditions contract.

#### **4-15 OTHER INFORMATION**

(Section 14.0):

- Indicate the complete name of the firm or person(s) submitting the proposal, the main office address, the primary and secondary contact person(s), their respective telephone numbers (including area codes) and their e-mail addresses.
- Identify your firm's professional staff members who would be personally involved in implementing the proposed system. Include each person's prior experience in implementing, supporting, and providing training on such systems. Indicate the location of the office where each normally works.
- Provide any additional information that you feel would distinguish your firm in its service to the City.
- The City may make such investigations it deems necessary to determine the ability of the Contractor to perform the work proposed. The Contractor shall furnish the City, within five (5) days of request, all such information and data for this purpose as may be required. The City reserves the right to reject any proposal if the evidence submitted or investigation of the Contractor fails to satisfy the City that the Contractor is properly qualified to fulfill the obligation of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

#### **4-16 SAMPLE DOCUMENTS**

(Section 15.0): To establish a complete and competitive proposal, Contractors must include a sample copy of the following documents:

- Sample training manual
- Sample software/implementation services contract
- Sample implementation plan (used at other sites)
- Sample Data Dictionary document
- Sample citation document
- Sample accident exchange of information document

#### 4-17 MANDATORY SUBMITTALS

(Section 16.0): Contractor must complete and include forms (found in Part VIII) in this section:

- Bid Signature Page for Corporation, or
- Bid Signature Page for Sole Proprietor or Partnership

#### 4-18 ADDENDA

If revisions become necessary, the City will provide written addenda through the online e-RFP site. **All addenda issued by the City must be so noted on any proposals that are submitted to the City.** Contractors shall be responsible for monitoring the e-RFP site to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal.

# **Part V**

## **Technical Specifications**

## TECHNICAL SPECIFICATIONS

### 5-0 GENERAL REQUIREMENTS

Requirements defined in this section contain the overall general functions of the City's desired integrated software applications. These requirements underlie the detailed checklist of functional/technical requirements contained in the second half of Part V. Together, these two sections define a system that will provide a high level of flexibility in meeting the City's current and future computing requirements within the tight budgetary constraints of this project.

#### 5-1 Accident/Crash Form Functionality

- The system shall have the ability to interface with E-Impact XML protocol.

The system shall be able to create a Driver's Exchange Form using the cached information from driver's licenses and vehicle registrations returns.

#### 5-2 Mobile Computer Electronic Citation Application

- The system shall provide capability for officers to generate traffic citations directly from the mobile computers utilized by all police agencies being dispatched through the Nampa Police Department.
- Software shall provide for the function to auto-populate the E- citation from information that is returned to the patrol car from the Spillman Systems mobile software currently being utilized by the Nampa Police Department.
- Software shall provide capability for the officers to select the applicable violation from a drop-down menu of violations, and then auto-populate the appropriate statute number, Court information, and fine amount.
- Solution must also have the option of scanning information from an offender's driver's license via the 2D barcodes on the Idaho drivers' licenses and should be able to scan information from the bar code on vehicle registrations.
- The system should also provide the ability to generate a warning for the violator, independent of the agencies numbering schema.

#### Printing Requirements:

- Must enable agency to fully customize the lay-out of the Electronic Citation print-out
- Solution should print citation form and data on blank paper (no preprinted paper required)
- Application should be able to print the Electronic Citation and violator instructions in under 30 seconds
- Must work with ILETS/NCIC returns.

### **5-3 Handheld Ticketing Form Functionality**

#### Software Application:

- Should work on a handheld device utilizing Pocket PC 2003 or Windows Mobile 5.0 (or later) or a Windows XP operating system.
- Must provide intuitive, easy-to-use software that requires only minimal training
- Must provide the ability to fully customize each of the screens on the handheld device to meet the exact process-flow desired by Nampa Police.
- Must be able to read magnetic strips and 2D-bar codes
- Must provide the ability to add additional customized 'forms' such as parking, racial profiling, field investigation, etc. that also meet the exact process-flow desired by the City of Nampa
- Must enable officers to enter notes via text or diagrams
- Should provide capability to capture photographs
- Must support agency's current citation number nomenclature
- Must provide comprehensive data back-up and restoration capability

#### Printing Requirements:

- Must enable agency to fully customize the lay-out of the Electronic Citation print-out
- Solution should print citation form and data on blank paper (no preprinted paper required)
- Separate printing device with a 4-inch wide print-out
- Application should be able to print the Electronic Citation and violator instructions in under 30 seconds
- Citation print out must be identical from both the mobile computers and handheld ticket writers.

### **5-4 Electronic Data Transfer Functionality to RMS and Court System**

- The solution shall create an electronic data file when the Electronic Citation is completed and provide for the capability to transmit that electronic data to Nampa Police Department's current RMS, Spillman, Idaho Court systems and preferably E-Impact utilized by Nampa Police. The Electronic Citations software provider shall be responsible for the upload script to the RMS.
- The software shall provide for the capability to automatically transfer the electronic data file to a pre-determined destination on the connectivity network utilizing established file transfer protocols.

## 5-5 Additional Requirements

- Logging
  - Adequate logging must be provided to insure audit trails required by the City's internal and external auditors and satisfy all federal, state and local regulations.
- Editing
  - The system should provide programmatic editing of data input, when possible, for validity and logical application. Also provide the ability for the local administration of codes and fines.
- Responses to General Requirements
  - Solution should provide ability to encrypt critical or protected fields in the database such as Social Security Numbers and Credit Card Numbers, and comply with industry security guidelines.
- Support
  - The selected Contractor(s) must be able to provide timely and adequate telephone support during normal business hours, 7:30am-5:00pm MST. Contractor(s) support must deal with issues related to imbedded or adjunct third-party software. Contractors will also deal with database and operating system issues that preclude their products' functionality. Proposals must include costs for one (1), three (3) and five (5) years of post implementation support. All support staff must comply with CJIS Security Standards and be fingerprint background checked.
- Hardware
  - All hardware requirements must be specified. The City has the option to acquire, implement, and maintain its own hardware and network.

## **Part VI**

# **Evaluation of Proposals**

## **EVALUATION OF PROPOSALS**

### **6-1 EVALUATION METHOD**

The City will evaluate all proposals deemed responsive to this request by a committee selected by the City. The initial evaluation will consider only the qualifications and demonstrated experience of each respondent. Following the evaluation committee's analysis of the written proposals and discussions, the responses will be ranked to establish the highest score. Contractors may be asked to provide on-site demonstrations. Discussions and negotiations may take place with the short list of Contractors to ensure clarification and to obtain a best and final offer. The award will be based upon the proposal that is determined to be the most advantageous to the City.

### **6-2 SELECTION CRITERIA**

The intention of the City is to procure functionally complete, cost effective, and integrated software applications. Responses to this RFP will be evaluated according to the following criteria, in no particular order:

- Demonstrated performance of proposed system, system maintenance, system updates, and ongoing technical support.
- Quality, clarity and responsiveness of proposal in conformance with instructions, conditions, and format contained herein.
- Functional and Technical requirements (RFP Section V).
- Installation, implementation, and training plans.
- Contractor financial stability.
- Cost and quality of software/implementation services.
- Potential on-site demonstrations and visits to client sites.
- Ability to provide an integrated, all-in-one system that includes the most modules and expandability.

## **Part VII**

# **Mandatory Submittals**

**BID SIGNATURE PAGE FOR CORPORATION**

The officers of the Corporation are as follows:

	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice-President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____
Registered Agent	_____	_____

The full names and residences of stockbrokers, persons, or firms interested in the Foregoing Bid, as principals, are as follows:


Address	<b>BIDDER:</b>
_____	_____
	(CORPORATE NAME)
_____	_____
	PRESIDENT'S SIGNATURE

Is this corporation incorporated in the state of Idaho?      ATTEST: \_\_\_\_\_

YES [ ]      NO [ ]      SECRETARY

If Yes, give address of principal place of business: \_\_\_\_\_

\_\_\_\_\_

If no, give state of incorporation and address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **TELEPHONE** \_\_\_\_\_

**FAX**

**BID SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP**

The full names and residences of persons, partners or firm interested in the foregoing Bid, as principals, are as follows:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

**BIDDER:**

\_\_\_\_\_  
(FIRM NAME)

Witnesses:

\_\_\_\_\_  
SIGNATURE

(SEAL)

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
WITNESS SIGNATURE

Title: (Sole Proprietor or Partner)

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of incorporation or state in which  
fictitious name is registered:

\_\_\_\_\_

\_\_\_\_\_  
TELEPHONE & FAX