

BENTON COUNTY
STATE OF ARKANSAS

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INVITATION TO BID

The county of Benton, Arkansas will accept sealed bids on the following:

A Global Positioning System/Automatic Vehicle Location (AVL) System for various Benton County departments.

Specifications may be obtained at the office of the County Judge, from the County's website at www.co.benton.ar.us. Sealed bids must be submitted to the Benton County Judge's office, C/O Ms. Marsha Graham, County Administration Building, 215 East Central, Suite 9, Bentonville, AR. 72712, prior to the bid opening at **10:00 am on July 30, 2010.**

Envelope must be marked "**GPS/AVL SYSTEM-Bid**".

Benton County reserves the right to reject any or all bids or any part thereof.

Bid price must include all cost, freight and any applicable taxes.

Benton County Judge

Date

REQUEST FOR PROPOSAL (RFP)

FOR

GPS/AVL SYSTEM

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**Benton County
Judge's Office
Request for Proposal**

Section 1 – Administrative Requirements

1.0 Purpose of RFP

The purpose of this Request For Proposal (RFP) is to provide information to prospective vendors (hereinafter referred to as VENDOR) for the submission of sealed bids to be considered by the Benton County Judge (hereinafter referred to as JUDGE) to acquire a Global Positioning System/Automatic Vehicle Location (AVL) System (hereinafter referred to as SYSTEM) for Benton County Government (hereinafter referred to as COUNTY).

The SYSTEM will be an integrated software and hardware solution designed to accomplish substantial gains in productivity and efficiency for the County. The SYSTEM shall be designed to work efficiently as a tool for the COUNTY.

This RFP will pertain specifically to a GPS/AVL solution; however, the COUNTY requests the attached worksheet to be completed in its entirety. The COUNTY desires a complete solution that can be bid as an in-house or VENDOR hosted solution. The proposal should include installation of all hardware and software. All data must be integrated into existing GIS software packages. All local GIS data needed for an effective map viewer must be able to be integrated into the SYSTEM. All solutions must include the communications portion of receiving the GPS data from the field units. The County anticipates 18 units to be installed upon contracting with the successful vendor and adding additional units as funding and needs permit. The COUNTY has over 500 units but less than 1/2 are anticipated to warrant being added to the AVL SYSTEM over the next 5 years. The COUNTY is looking for a provider of this initial need and future anticipated requirements. The contract will be a multi-year contract where units may be added. A monthly fee may accommodate budgets better than a large startup cost. The COUNTY is would like proposals for web-based and in-house SYSTEM.

This RFP will outline the minimal function and technical requirements required of all bids to be given consideration by the JUDGE.

1.1 Bid Response

To be given full consideration, a bid response must satisfy all SYSTEM requirements outlined herein. The bid must include all items listed below:

- Installation, Configuration, Data Conversion & Training Plan
- Completed Cost Worksheet (Appendix A)
- Completed Software Features Worksheet (Appendix B)
- Installation Guarantee (see Section 1.4)
- Business Failure Plan (see Section 1.6)
- A Training Manual
- SYSTEM Contract/Agreement

All bids should use the following format:

- Cover Letter
- Cost Worksheet (Appendix A)
- Software Features Worksheet (Appendix B)
- SYSTEM Configuration Details (Network Diagram, 3rd party software required, Hardware not listed in Appendix C, etc.)
- Software License Contract and Fees
- Maintenance & Contract items as well as any additions not already outlined in this document
- Installation, Configuration & Data Conversion Plans
- Training Outlined – Each user group separately defined
- Complete list of all public sector clients who have purchased the SYSTEM.
- Complete list of all local government clients who have purchased the SYSTEM.
- Payment Schedule (Dates & Amounts broken down by module)

Please provide the following requested information in the desired format and attach the appropriate documentation:

1. VENDOR must provide the most recent audited financial statements of their company.
2. VENDOR must provide a complete list of all local government clients who have purchased the SYSTEM. **Note: Please indicate any locations that you would not want the JUDGE to contact.
3. VENDOR must provide a complete list of all public sector clients who have purchased the SYSTEM. **Note: Please indicate any locations that you would not want the JUDGE to contact.
4. VENDOR must provide at least 10 (ten) public sector and local government client references. Provide client contact name,

phone number and address, a brief description of the services provided (including specific modules that were implemented) and a brief summary of the implementation. These references must be actively utilizing the exact SYSTEM that the VENDOR is proposing to the COUNTY.

5. VENDOR must provide at least 15 (fifteen) pages of SYSTEM training manual. Preferably, the table of contents, the index and several pages of user training text.
5. VENDOR must provide copies of ALL software licensing and maintenance options for the SYSTEM.
6. VENDOR must provide a written plan for the SYSTEM implementation, training for end users and systems administrators. VENDOR must explain team members and their roles in the conversion process.
7. VENDOR must provide the resumes of all implementation personnel.
8. VENDOR must provide a book of standard reports broken down by module for the SYSTEM.
9. VENDOR must provide their plan for any increases in the amounts for Level 1 (one) & Level 2 (two) Support in percentage terms. Example: Level 1 (one) Support will not exceed 5 (five) percent growth a year from original amount. The COUNTY must have the ability to terminate any Support agreements at any time.
10. In the event that the COUNTY ever chooses to terminate service or all Support agreements, the VENDOR must allow the COUNTY to purchase: non-customized code maintenance for all SYSTEM modules (global programming issues), customized coding, additional training, phone/on-line assistance, and/or any other SYSTEM issues at the predetermined rates stated in the Appendix A worksheet of this document.

VENDOR must create a Completion Document detailing an overall implementation schedule of events. This worksheet must show the full SYSTEM implementation timeframe from start to finish. Also include (with the Completion Document) a full list of expected participation requirements from the COUNTY. This is to insure that time goals are met through all phases of the implementation process.

Each bid MUST outline complete cost information on the COST WORKSHEET found in Appendix A. This worksheet MUST be the second page (following cover letter) of the VENDOR bid response.

Sealed bids are to be submitted to the Benton County Judge's Office at the address below or brought in person to Judge Bisbee's Office. **No faxed or telephone bids will be accepted.** The packet **must** be clearly marked as a bid package.

**Benton County Judge's Office
ATTN: Ms. Marsha Graham
215 East Central Suite 9
Bentonville, AR 72712
RE: Bid-GPS/AVL**

Bids are due July 30, 2010 by 10:00 AM CST. Any bids received after this date/time will not be accepted for consideration.

Bids will be opened July 30, 2010 at 10:00 AM CST.

VENDORS are specifically instructed to NOT contact any elected officials or County employees not designated as contacts for any reasons related to the RFP. Unauthorized contact with elected officials or County personnel may result in the rejection of the VENDOR'S response.

Interested VENDORS may contact Ms. Elizabeth Bowen by office phone 479-271-1749 ext 263 or cell phone 479-366-0835 or email (ebowen@co.benton.ar.us) with general questions or technical questions about this RFP.

Interested Vendors may contact Ms. Marsha Graham by office phone 479-271-1096 or by email (mgraham@co.benton.ar.us) with all questions regarding the County's bidding policy and procedures.

1.2 County Rights / Requirements

The JUDGE reserves the following rights and makes the following VENDOR requirements:

- The JUDGE reserves the right to accept or reject any and all bids or parts thereof.
- The JUDGE reserves the right to withdraw this RFP at any time for any reason, and to issue clarifications, modifications, and or addendums as deemed appropriate.
- The JUDGE reserves the right to wave minor variances in proposals provided they are in the best interest of the COUNTY.
- The JUDGE reserves the right to not fund this project.

- The VENDOR must have successfully implemented the SYSTEM for another governmental agency, state or county office and that system must have been in operation for a **minimum** of one year.
- Prior to final selection, VENDORS may be asked to give a presentation, answer questions or provide additional material in an open forum.
- No pre-bid meeting will NOT be held for this solicitation.
- The bid must be valid for 180 calendar days from the proposal submission date.
- The VENDOR must be willing to make software enhancements / modifications after the initial installations are complete. This is to meet the future needs of the COUNTY and will be base on a programming contract basis at the hourly rate specified in Appendix A.
- VENDOR must be available during week of Aug 2 for negotiations. These negotiations will include but not be limited to surety and insurance, indemnity, controlling law, etc.

1.3 Bid Results

It is the COUNTY'S policy to conduct all purchasing within the guidelines of Arkansas law, providing each VENDOR an equal opportunity.

The selected VENDOR will be notified publicly after the JUDGE has evaluated all submitted bids, which is estimated to be 1 (one) to 60 (sixty) days after the date the sealed bids are opened.

1.4 Installation Guarantee

The VENDOR must begin installation, setup and configuration within 30 (thirty) days of the awarding of the contract.

The VENDOR must guarantee that the SYSTEM will be fully functional and on-line according to the Completion Document addressed in section 1.1 of this document.

1.5 System Equipment and Environment

VENDOR is responsible for all setup, installation and configuration of the SYSTEM. The contract is **not** complete until the JUDGE considers the SYSTEM to be demonstrated as fully operational by the VENDOR.

VENDOR understands that all data contained on the SYSTEM is the sole property of the COUNTY under all circumstances and **cannot** be distributed without written permission of the JUDGE.

The Hardware, Operating System and Database Server Management systems that the COUNTY expects the SYSTEM to run on are detailed in Appendix C.

1.6 Business Failure Plan

The VENDOR must place an updated copy of the SYSTEM “software” and all application code in escrow with a bank, archives or secure records facility for use in the event of a business failure. A plan of action for the COUNTY to acquire the code (in the case of business failure) **must** be submitted in writing with the Bid Package.

1.7 Confidential Matters

All VENDORS and their agents must maintain full confidentiality with all data and information gathered from the COUNTY. The VENDORS and their agents must not disclose or communicate this RFP and any reports, recommendations, specifications or data to a third party. Nor may VENDORS or their agents use the aforesaid matters in advertising, publicity, propaganda, and/or in another job(s).

1.8 Product Promotion

It is the COUNTY’S intention to be a “showcase site” once the SYSTEM has been implemented. The COUNTY prides itself on being a technological leader in Arkansas and allowing other governmental institutions to visit. The VENDOR whose SYSTEM is purchased by the COUNTY, will be allowed to schedule tours with our staff on an occasional basis for the promotion of the SYSTEM.

Section 2 – General Requirements & Guidelines

2.0 System Functionality

In general, the SYSTEM must provide a fully integrated and comprehensive global positioning system for automotive vehicle location to include but not limited to location of assets, status of assets and sensors on assets, map viewer, replay capability, maintenance tracking, reporting, geofencing, etc. in real-time. The total SYSTEM must include as a minimum the following modules:

- GPS/AVL
- Wireless Communication
- Mapping
- Reports

The COUNTY'S project objectives are as follows:

- Track mobile assets
- Monitor sensor inputs
- Monitor stop/idle
- Geofencing and alerts
- Generic and Custom Reports
- Improve efficiency

The COUNTY'S project objectives are as follows:

- In-house or web-based = bid both products
- Include communication as part of the product

The COUNTY plans to procure and install 18 units to start and procure additional units as funding allows.

The solution must be fully integrated and user-friendly. In addition, it must be written in current programming languages, run on Microsoft Windows XP, Windows Vista, Microsoft Server 2000, Microsoft Server 2005 and Microsoft SQL Server databases. The JUDGE seeks an "out-of-the-box" solution that does not require any programming modifications to meet the COUNTY'S needs.

2.1 Implementation Phases

The JUDGE expects all VENDORS to propose a complete solution that includes hardware specifications, system software, enterprise software applications, comprehensive documentation, user training, conversion services, installation services, project management support and comprehensive ongoing support. This is a long-term project consisting of the following phases:

- Pre-implementation planning: The VENDOR will work with our staff members to determine the ideal network architecture, will perform a full business process review, and develop a comprehensive project plan covering all steps in the implementation.
- Data conversion: The VENDOR must be knowledgeable about the various types of data files and able to convert data for use in existing systems.
- Hardware and software installation: The VENDOR must stage all hardware and software. The vendor must install all hardware in vehicles/equipment and servers/desktops.
- Technical training for the COUNTY'S staff: VENDOR must provide high-quality training and comprehensive documentation to the COUNTY'S staff members. Topics discussed in-depth must include system administration, system upgrades, data conversion, report writing, vehicle installation, and installation of server software as necessary.
- Business Process & End-user training: The VENDOR must provide high-quality training and software usage manuals to selected system end-users.
- Onsite user assistance: The VENDOR must provide user assistance onsite during all critical phases of the project implementation.
- Ongoing phone and Web-based support: Following implementation, the VENDOR must offer support from 8:00 A.M. to 5:00 P.M. CST on weekdays. Specifics to the maintenance agreement are outlined in section 2.2 of this document.

To ensure the project remains on time and within budget, the JUDGE requires the VENDOR to assign a project manager to oversee the entire implementation project. This person works with the COUNTY Project Manager to ensure the project is executed on time and within budget.

The COUNTY expects a high-quality, reliable system that is easy to manage and easy to use. The COUNTY expects a solution that covers everything from planning and design, to installation, operation, and optimization. Implementation shall be performed with minimal impact on business operations and should be performed during normal business hours. All designs should allow for scalability to accommodate future growth and additional applications.

The VENDOR must be willing to allow the COUNTY to conduct phone interviews with all of their implementation personnel before they come on site. The VENDOR must additionally provide the resumes of all implementation personnel with this RFP package. It is the right of the

COUNTY to consider and possibly reject the services of any and all VENDOR implementation personnel at any time for any reason.

2.2 Maintenance & Support

The COUNTY will have the opportunity to purchase VENDOR system support on an annual basis.

Upgrade is defined as all SYSTEM version releases, all global coding “fixes”, all new functions and enhancements created for other implementation sites, and all end-user/technician training required for updates. Upgrades must be offered for new Windows Operating Systems as they are used by the COUNTY.

Support must be offered on the following levels:

Level 1 (one) Support includes some features at no additional charge and other features at a pre-determined billable rate. Level 1 (one) Support includes all upgrades for all SYSTEM modules, non-customized code maintenance for all SYSTEM modules (global programming issues) at no additional charge. Furthermore, customized coding, additional training, and phone/on-line assistance for any other system issues will be available at a predetermined billable rate. The predetermined billable rate should be a per incident charge and is covered in Appendix A of this document.

In the event that the COUNTY ever needs assistance, the VENDOR must provide a toll free technical support line with the following criteria:

- 30 (thirty) minutes telephone response time for technical support issues during normal (8:00 A.M to 5:00 P.M. CST) business hours.
- 2 (two) hours telephone response time for technical support issues occurring during off-hours (nights, weekends, and holidays).
- 1 (one) day on-site response time for software configuration or other type errors that may arise resulting in a system outage.

Level 2 (two) Support is all inclusive. Level 2 (two) Support is considered the highest level of support, and all of the following features are included at no additional charge. Level 2 (two) Support includes all upgrades for all SYSTEM modules, non-customized code maintenance for all SYSTEM modules (global programming issues). Furthermore, customized coding, additional training, and phone/on-line assistance for any system issue will be available.

In the event that the COUNTY ever needs assistance, the VENDOR must provide a toll free technical support line with the following criteria:

- 30 (thirty) minutes telephone response time for technical support issues during normal (8:00 A.M to 5:00 P.M. CST) business hours.
- 2 (two) hours telephone response time for technical support issues occurring during off-hours (nights, weekends, and holidays).
- 1 (one) day on-site response time for software configuration or other type errors that may arise resulting in a system outage.

The VENDOR must provide the COUNTY with Level 2 (two) Support for the first year after completion.

A Software Application Specialist from the Benton County Information Systems Department will be designated as the COUNTY contact for the SYSTEM. The VENDOR, during implementation, will train the Software Application Specialist to maintain the SYSTEM for the COUNTY.

In order to meet budget requirements and insure a successful software implementation, the COUNTY must reduce reoccurring costs by keeping much of the support "in-house". After the initial calendar year of installation completion, the COUNTY will pay the VENDOR for Level 1 (one) Support only. The COUNTY must have the option to renew or cancel any and all support agreements on an annual basis.

Once the first year implementation is complete, it will become the Software Application Specialist's responsibility to provide on-site training and assistance to end users, except for the case of upgrades. In the event that the Software Application Specialist needs assistance, they will call the VENDOR'S toll free number and the COUNTY will be billed for assistance based on the terms of Level 1 (one) Support.

The VENDOR will be permitted to use the COUNTY to promote the SYSTEM and can charge the COUNTY (Once the first year has past per module) for the following items:

- Customized code modifications required 12 (twelve) months after initial setup, configuration, training and installation is completed on each module.
- Training required 12 (twelve) months after initial setup, configuration, training and installation is completed except for upgrades.
- In the event that the Information Systems Software Application Specialist requires assistance over the phone for non-code issues related to the SYSTEM 12 (twelve) months following each module implementation.

In all other instances, it is expressly understood & agreed that the COUNTY will not be charged.

2.3 Training & Documentation

The VENDOR must provide business process & end-user training for up to 50(fifty) COUNTY personnel on the various SYSTEM modules that pertain to their department(s). The VENDOR must provide “technical” training for up to 5 (five) designated COUNTY employees on the use of the SYSTEM’S administrative features.

The user training provided by the VENDOR shall be appropriate for persons with minimal or no computer knowledge.

VENDOR must provide software manuals to each staff member taking the training classes and furnish instruction on the usage of this documentation. VENDOR will also train users on the usage of the “help” sections contained within the software.

The JUDGE will identify a County Information Systems employee who will serve as primary contact for the SYSTEM. This individual (The Software Application Specialist) will provide full maintenance of the SYSTEM’S hardware aspects and will participate in above-mentioned training (both operational and administrative) as well as work with the VENDOR installation team to understand the SYSTEM’S configuration and operation.

2.4 Liability Guarantee & State Compliance

The VENDOR is required to have in place Liability Insurance (Performance Bond guaranteeing VENDOR’S contractual obligations) at the minimal amount of \$1,000,000 (two-hundred fifty thousand dollars) to fully protect the COUNTY’S current SYSTEM, in the event of lost data, damaged hardware, configuration errors resulting from the implementation, or any reasons associated with the VENDOR not being able to complete the SYSTEM. Vehicle liability insurance will also be required.

In addition to all other mentioned requirements, the successful bidder is responsible for compliance with all applicable local, state and federal laws, including all state and local permits, licenses and fees. In the event of a dispute, all relevant Arkansas laws will be applicable.

The final contract shall be governed by and construed in accordance with the laws of the State of Arkansas. Contractor shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Arkansas, and the City and jurisdictions in which work shall be performed. The parties agree that venue for any alleged breach of this

Agreement shall be in Benton County, Arkansas. If any provision of this Agreement conflicts with any law of the State of Arkansas or requirement imposed by law or regulation upon Counties or County Officials in the state of Arkansas, then the Arkansas law controls, including but not limited to, County Purchasing laws (Ark. Code Ann. Sections 14-22-101 et seq.) and the Freedom of Information Act (Ark Code Ann. Sections 25-19-101 et seq.).

2.5 Data Conversion

The COUNTY has a substantial investment of time and money in the GIS system and we wish for the SYSTEM to be able to feed data into our GIS maps and Computer Aided Dispatching systems.

The COUNTY desires to have converted information captured by the SYTEM into the current GIS systems. To protect the COUNTY'S substantial investment, these items must be fully functional on the proposed software and hardware solution. The COUNTY uses ESRI Arc products in both cases.

The VENDOR must perform all aspects of the conversion. The VENDOR is responsible for the entire Project Management portion of the data conversion. The COUNTY Contact will provide minimal technical assistance to the VENDOR staff during data conversion if needed.

2.6 Proposal Costs

Vendors submitting proposals do so entirely at their own expense. There is no expressed or implied responsibility on the part of the COUNTY to reimburse vendors for any expenses incurred for the preparation and submission of proposals or provision of additional information being requested by the JUDGE.

2.7 Payment Schedule

Vendors must submit a Payment Schedule, as referenced in section 1.1 of this document. The Payments must be incremented with the Implementation Phases that are referenced in section 2.1 of this document.

Section 3 – Technical Requirements

3.0 Architecture / Platform

The SYSTEM **must** function on a Microsoft operating system and utilize Microsoft SQL as a database. The JUDGE seeks a SYSTEM that runs “out-of-the-box”. A complete list of all hardware specifications are listed in Appendix C.

3.1 System Availability

The SYSTEM must be available 24 (twenty-four) hours a day, 7 (seven) days per week with all upgrades and standard system maintenance (batch file transfer, non-critical code changes, etc.) to be scheduled downtime during business hours (8:00 A.M. – 5:00 P.M. Central) and not to exceed 1 hour daily.

The SYSTEM must have the capability of being accessed by a VPN (Virtual Private Network) via the Internet for remote administrative purposes.

3.2 Network Infrastructure

The COUNTY is responsible for providing a minimum of 100/1000-Mb network infrastructure and internet access within the County offices for use of the system.

3.3 Deliverables

The COUNTY requires the following deliverables for this project:

- The COUNTY requires a complete AVL solution that meets all the minimum requirements listed herein including software and hardware.
- The creation and design of the GPS/ALV solution must meet the COUNTY’S needs according to the specifications listed herein.
- All products and equipment provided must be in new condition. Refurbished equipment is not acceptable.
- Vendor shall provide complete documentation of all system software and hardware, including network diagrams.
- Vendor shall provide an implementation schedule and scope of work for the project.

Section 4 – Evaluation Criteria and VENDOR Selection

4.0 Understanding of the Project

The County will evaluate on items such as:

How well the responder demonstrated a thorough understanding of the purpose and scope of the project.

How well the responder identified pertinent issues and potential problems related to the project.

How well the responder understands the deliverables expected.

4.1 Soundness of VENDORS approach to the needs of the project.

The COUNTY will evaluate the respondents approach to the needs of the project, including the methodology for achieving specific tasks and objectives, meeting timelines.

4.2 Fulfilling Technical Requirements

The County will evaluate on items such as:

How well the solution depicts a logical approach to fulfilling the requirements of the RFP.

How well the solution matches and contributes to the achievement of the objectives.

How well the design matches required features, functions, and services.

4.3 Cost

The. COUNTY will evaluate based on how well the responder's solution meets the needs of the COUNTY's financial requirements.

4.4 Experience and Qualifications

The COUNTY will evaluate based on qualifications and the responder's ability to commit sufficient and capable staff to support the project.

4.5 Services Provided

The COUNTY will evaluate based on how well the responder's services, maintenance, training and support meet the needs of the COUNTY as well as will the provider use sub-contractors and the locality of the service providers.

4.6 Contractual Requirements

The COUNTY will evaluate based on the ability of the VENDOR to contract with the COUNTY for the solution.

Appendix A - Cost Worksheet

This COST WORKSHEET is to be used to identify the total cost for the System to the COUNTY. The cost must include all software, installation, setup, training, consultation and taxes (The COUNTY is NOT tax exempt - all successful bids must include taxes to be considered fully). The VENDOR must indicate amounts for each number below regarding the SYSTEM:

1) **Total Purchase Price amount VENDOR hosted:** _____

2) **Total Purchase Price amount COUNTY hosted:** _____

3) **Hourly Programming Rate:** No "per incident" charge amounts are applicable.

Onsite Rate: _____

Offsite Rate: _____

4) **Hourly Training Rate:**

Phone number of Project Training Manager: _____

Entry Level Rate: _____

Management/Administrative Rate: _____

Estimated training hours by Module: _____

5) **Hourly Consulting Rate:** No "per incident" charge amounts are applicable.

Onsite Rate: _____

Offsite Rate: _____

6) **Yearly Level 1 (one) Support costs:** _____

7) **First Year Level 2 (two) Support costs:** _____

8) **Per Incident Charges** (as stated in section 2.2 of this document)

* Per Incident Charge: _____

* "Per Incident Charge" is defined as a single issue referenced from first notification of problem to final resolution of problem.

Appendix B - Software Features Worksheet

Vendors are instructed to complete the following RFP forms by placing an X in the correct column (**Yes | No | MR**) for each requirement as described below:

Coding Key:

- YES** Indicates that the vendor's standard software meets and/or exceeds the requirement.
- NO** Indicates that the vendor's software does not/cannot meet this requirement .
- MR** Indicates that a software modification is required to meet and/or exceed this requirement. The VENDOR Must Provide estimated costs (if any) and proposed delivery date for all modifications.
- (*)** Indicates the vendor has an alternate method to satisfy a requirement. The vendor **MUST** place an asterisk (*) in the **MR** column and refer to that item in the "Comments to Software Requirements" section.

1. REQUIREMENTS

MINIMUM REQUIREMENTS			
The following are minimum requirements. Special consideration will be according to vendor's ability to satisfy these requirements. Please answer all questions as stated.			
Requirements		<u>YES</u>	<u>NO</u>
1.	The proposed System must provide all hardware and software to support an AVL system for the COUNTY.		
2.	The proposed System must provide scalable solution for the COUNTY. To begin there will be 18 units but must accommodate up to 500 allowing units to be added at anytime.		
3.	The proposed System must provide seamless integration between internal GIS mapping systems.		
4.	The proposed system should leverage Microsoft technology and operate on MS-2000 server operating system for its database and application execution.		
5.	The proposed system should use Microsoft's SQL 2000 or greater.		
6.	The software architecture must make extensive use of stored procedures for application scalability, security and integrity.		
7.	The proposed system must be able to support Windows 2000, Windows/XP and newer clients.		
8.	The SYSTEM must be scalable with the initial units being 18 with		

	additional units added if need and funding are available. There may be no additional units added. The COUNTY has approximately 500 items that have the possibility but less than ½ are anticipated over the next 5 years.		
9.	Application security should provide flexible access control down to the user level, allowing specific access permissions such as update, view-only, or prohibit-view.		
10.	Application should provide ability for users to tailor system provided reports, retaining application level security and performance.		
11.	If SYSTEM is a web-based application will all requested features be available.		
12.	If SYSTEM is in-house server-based application will all requested features be available.		

IMPLEMENTATION AND SUPPORT		
Answer the following questions and provide the necessary documentation for each item listed below.		
Questions		Response
1.	Describe the approach and resources needed to implement the proposed software. Attach a proposed implementation schedule with key activities and estimated milestones.	
2.	Describe your overall user training approach. Include a sample training manual.	
3.	Describe your company's service & support philosophy, how it is carried out and how success is measured.	
4.	The vendor must provide ongoing services and support, such as a toll free 24 x 7 customer service number, annual training classes, ongoing customer service web site and online software maintenance. What will be provided.	
5.	Provide a thorough description of help desk services including dial-in, web support and ongoing maintenance.	
6.	How do you service and troubleshoot problems for your current clients?	
7.	Provide resumes of proposed project team demonstrating recent project management engagements.	
8.	The vendor must provide software updates and enhancements on a regular basis. The vendor must communicate provisions and identify	

	associated costs.	
9.	Describe the number of Microsoft Certified professionals on staff. (MCSE, MCSD, MCDBA, MCT)	

GENERAL SYSTEM REQUIREMENTS				
It is mandatory that the following system requirements are applicable for the SYSTEM:				
GENERAL SYSTEM REQUIREMENTS		Yes	No	MR
1.	The staff must be able to adjust common variables, such as codes, tables, report parameters, etc., without the services of a professional programmer.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Communication coverage must be at 100 percent for the entire county and 95 percent for the rest of the United States.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	All software programs must seamlessly integrate to maximize operator and system efficiency.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	The in-vehicle unit shall transmit data with a timestamp with the location, sensor information, and other information as required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	The software must have an easy to use system for preparing various statistical and analytical reports.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	The location of vehicles must have an accuracy of no less than 15 feet from actual location.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	The hardware will be tamper resistant and inconspicuous.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	The hardware will not interfere with any other hardware or software of the vehicle.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	The hardware will be hardwired using the vehicles power system.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Hardware must be interchangeable between vehicles with ease.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	In the event of loss of communication with the vehicle hardware will have the capability to store and forward data up to 72 hours.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Data communication between the vehicle and the COUNTY must be secure and approved by the COUNTY'S network administrator.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	All aspects of the SYSTEM will comply with security policies and standards including OS patches and antivirus updates.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	The software shall provide the ability to input, access, and store a user-defined level of historical data "on-line" or "on-site".	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	The software must verify the validity of the data being entered into the database by performing immediate error checking.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.	The software must provide the ability for multiple users to be on the system at the same time and multiple users to be viewing and creating reports of the same info in the same programs at the same time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

17.	All aspects of SYSTEM must provide for future updates and enhancements on a regular basis. Vendor will note such provisions and identify associated costs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.	The vendor must provide a complete set of user manuals for all software / hardware, which must include screen formats, generic instructions and report format samples.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.	The AVL database system must have the ability to be in continuous operation 24 hours per day, 365 days per year and must be capable of handling year-end changes and daylight savings changes with minimal effort and affect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.	The AVL system shall have an electronic mapping system as part of the package.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

TECHNICAL REQUIREMENTS		
Please answer each question with YES, NO and/or appropriate narrative.		
requirement		Response
1.	Is the proposed application developed with a widely accepted development environment such as Microsoft.Net, IBM WebSphere or Sun J2EE? Please describe all development languages utilized, including any proprietary toolsets.	
2.	Does the system architecture support a multi-tier deployment? Please describe proposed solution architecture.	
3.	Please describe Mapping capabilities including a description of GIS integration.	
4.	Does the system provide global query function so that users can search system wide based on name, account, range of values, or partial & wild-cards?	
5.	Please describe all 3 rd party software required or recommended for the solution, including Database, Operating Systems, report writers, GIS, compilers, web applications, etc.	
6.	Does the system provide multiple levels of data security control access by station, terminal, or department and by transaction, function, and file?	

GPS/AVL General Requirements

The general objectives of the GPS/AVL systems are to locate vehicles, improve efficiency and communications. It is mandatory that the requirements listed in this Request for Proposal (RFP) are applicable to all software modules.

<i>GPS/AVL General Requirements</i>		Yes	No	MR
1.	The toolbar must be flexible enough to add buttons for quick access reports and features of application.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	The system must provide the ability to quickly and easily add and remove vehicles and users from the system.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	The system must provide the ability to differentiate between departments and vehicle types.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	The software must utilize self-cleansing windows to allow users to open and use multiple (minimum of 20) child windows simultaneously and be able to tile and/or cascade the child windows.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	The software must allowing access to multiple layers within the system.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	The software must allow authorized user(s) to define the screen layout (e.g., position and size of windows) and save the individual configurations based on the user's login.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	The agency staff must be able to adjust commonly altered variables such as codes, tables, report parameters, etc., without the services of a professional programmer.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	The software must provide a table look-up capability for frequently entered information; once the data is selected the information will automatically.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	The software must provide the ability to input, access, and store an agency-defined level of historical data online.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	The software must have the capability to be used in a multi-jurisdictional environment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	The software must provide the ability for multiple users to be on the system and in the same applications simultaneously	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	The system must use consistent validation table processing.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	The System must fully integrate live feeds for vehicle locations into our GIS mapping system and the CAD mapping systems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	The software must provide an online help feature available for all functions, including data entry, search/inquiry, menu, form and report generation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	The software must provide the ability for a user to create and store ad-hoc reports.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<i>GPS/AVL General Requirements</i>		Yes	No	MR
16.	The software must provide the ability to directly output from a data search to a printer upon user request and schedule reports to print or be sent by email.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.	Each agency must be able to maintain its own vehicle tracking number separate and specific from other agencies in the system.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.	The software must provide automatic date/time stamping and vehicle ID tracking.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.	All activity is logged and can either be printed or queried.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.	The users must be capable of being either local or remote.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.	The system must provide the ability to view all units and replay all units.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22.	The System must have the appropriate security, defined by the agency, to prevent unauthorized modification and viewing.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23.	The Map must show the closest cross streets while viewing.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24.	The System must allow GeoFencing at multiple levels with alert notifications by email.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25.	The System must allow for filters to be set, displaying just one type or any combination of unit types (by dept or vehicle type).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26.	The System must be compatible with SQL database.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27.	The System must allow integration with current ESRI Arc GIS mapping systems including feeding real-time data and display historical data.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28.	The System must provide capability of vehicle sensor input and collection for speed, pto enabled, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29.	The System must replay user defined activity by date and time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30.	The System must allow vehicle maintenance by type, usage, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31.	The System must be able to display current COUNTY GIS data files including roads, parcels, imagery, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32.	The System must provide visual status change of vehicle and sensors and history of change.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33.	The System must be able to be utilized with a GPS equipped laptop.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34.	The System must be able to accept GPS information from additional sources such as Law Enforcement mobile software.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35.	The System must be able to interface with turn-by-turn GPS units.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36.	The System must able to	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<i>GPS/AVL General Requirements</i>		<i>Yes</i>	<i>No</i>	<i>MR</i>
37.	All data collected by the SYSTEM shall remain the sole property of the COUNTY.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38	The software must support changing information during a shift.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39	All unit activity must be captured in a unit history database.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40	The system must be able to recommend maintenance for vehicles base on type, model, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41	All units must be able to assign personnel and activity must be captured in a unit personnel history database.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42	The software must allow agency-defined icons to represent unit types.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43	The software must have the option to display unit status.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44	The system must allow the agency to define an icon for each type of unit as defined by the agency.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
45	The system must include a pre-defined set of typical unit statuses that can be modified by the agency.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
46	The software must allow the setup of timers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
47	The software must allow authorized users to create and update timers for all unit types.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
48	The software must support tracking on-shift and off-shift mileage for all units.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
49	Must use TCP/IP protocol.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
50	The SYSTEM must be able to push GPS location data to in car mobile data software.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
51	The Vendor must allow any unit onto the SYSTEM that the COUNTY deems appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

GPS/AVL Mapping		<i>Yes</i>	<i>No</i>	<i>MR</i>
1.	The AVL system shall have an electronic mapping system as part of the package.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	The AVL mapping viewer will be easy to understand and use.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	The AVL mapping software will have a level of security.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	The AVL mapping software must be directly compatible with ESRI software file, including shape files, geo databases or web map services (ArcGIS Server or WMS) and must be able to use the published view of the spatial data. Integration of the ESRI map files must be seamless.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

GPS/AVL Mapping		<i>Yes</i>	<i>No</i>	<i>MR</i>
5.	The mapping software must allow standard GIS tools such as zoom, identify, measure, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	The map must be able to be printed with all overlays and include legends.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Historic records of every vehicles traces must be able to displayed within the included mapping application including sensor information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	A playback feature that will allow replay of portions or the entire record based on vehicle, types, time, and dates.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	The SYTEM mapping will be scalable, printable, and layerable to allow user control (photo background vs. map background, etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	The system will have geo-fencing capabilities, with fence definition permissions being controllable by end user and administrator. (Temp and Permanent)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	The software must have mapping capability to plot units, current and previous locations on a street map.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	The user must be able to control the map such as zoom, pan and layer control.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	The map must have a color-coded, user defined and maintainable layers that help identify real-time critical information, such as unit status.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	The map must be able to utilize local data provided from a daily maintained GIS system.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	Map layers must be able to be turned on or off manually.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.	The software must provide the ability to easily view unit status and additional information right from the map.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.	The map must display only the units within the users security level.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.	The map must provide a tool tip on the unit displaying the unit ID and unit location when mouse-over the unit.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	The software must have the capability to receive latitude and longitude information to input alerts and other data as well as address geocode capability.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.	The software must have the capability to enter latitude and longitude of the caller's location in the CAD Data Entry Window.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.	The software must retain the latitude and longitude as original call location if the call taker changes the location to an actual address.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.	The software must plot the cellular phone call on the map control panel using a special icon to designate a cell phone call.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

GPS/AVL Mapping		<i>Yes</i>	<i>No</i>	<i>MR</i>
19.	The software must provide the ability to right-click on a cell phone call to get a list of potential addresses within an agency-defined radius.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.	The call taker must have the ability to select from a list of potential addresses in an agency-defined radius.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.	The software must provide the ability to draw radius around incident and document said radius.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22.	The software must have the ability to plot, with agency-defined icon, known activity (e.g., street closures, parades, construction, etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23.	The software must have the ability to open Call for Service from map.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Printing		<i>Yes</i>	<i>No</i>	<i>MR</i>
1.	The software must allow reports to be generated to a network printer, remote printer or fax.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	The software must allow the user to browse the network for available printers, and for remote printers or fax machines.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

System User Requirements		<i>Yes</i>	<i>No</i>	<i>MR</i>
1.	The system must provide agency-defined security features to restrict commands and usage for each user.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	The system must be able to alert all the appropriate Users about errors or other notifications as required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	The software must allow an unlimited number of users.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	The vehicle information for all units must be easily displayed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	The vehicle information for all units must be easily displayed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	The software must allow for replay of vehicle locations and status.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	The SYSTEM will allow a minimum of 30 users actively using the viewer.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SYSTEM Administrator Requirements		<i>Yes</i>	<i>No</i>	<i>MR</i>
1.	The software must provide Supervisors with complete access to unit assignments and replacements features.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	The software must allow Supervisors to easily maintain backups.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	The software must allow Supervisors to easily maintain security of the system.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SYSTEM Administrator Requirements		Yes	No	MR
4.	The software must allow Supervisors to easily maintain vehicle information, geo-fencing information, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	The software's level of Supervisor security must be by user, group of users and screens.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	The software must allow the entry of alerts or hazards on an as-needed basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Based on the address the software must be able to notify the Supervisor or other designated entity of the alert or hazard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

System Security		Yes	No	MR
1.	The software must provide component (i.e., modules, entry screen) and document (i.e., case documents, ticket documents) security to permit and restrict the rights of specific users and/or groups.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	The software must have the ability to set up permission for all components, including add, edit, view, delete, print, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	There must be three agency-defined permissions, such as granted, denied and not specified.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Components must have the ability to restrict individual users or groups.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Components cannot be changed or deleted by users.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	The software must support authorization templates, which are defined by name.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Authorizations must be identified by user name and corresponding confidential password.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Passwords must never be displayed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	The system administration must have the ability to easily create users.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	The system administrator must have the ability to easily change passwords.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	A user's password can be changed, but must not be displayed to the system administrator.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	A user's password must be encrypted when stored in the database.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	The software must have the ability to restrict specific users at certain times of day, day of week, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	The software must automatically date and time stamp all user's log in times and locations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

System Security		Yes	No	MR
15.	The software must automatically log all security violations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.	The software must provide a purge option for the security violation log.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.	The software must allow the user and system login log to be purged.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.	The software must provide a flag to prompt a document's author that individual permissions must be set for a document when it is created.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.	The system administrator must have the ability to grant individual permissions to documents in the event that a document's author is unavailable to do so.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.	The software must provide the ability to restrict access to specific information/features, such as individual user ID and passwords.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.	The software must restrict access to specific records by level.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22.	The software must provide inquiry capabilities for all employees dependent upon profile and password security.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23.	All hardware and software must be tamper proof.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24.	The software must provide component (i.e., modules, entry screen) and document (i.e., reports, ticket documents) security to permit and restrict the rights of specific users and/or groups	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25.	The software must have the ability to set up permission for all components, including add, edit, view, delete, print, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26.	There must be three possible components permissions: granted, denied and not specified.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27.	Components must have the ability to restrict individual users or groups.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28.	Components cannot be changed or deleted by users.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29.	Authorizations must be identified by user name and corresponding confidential password.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30.	Passwords must never be displayed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31.	The system administrator must have the ability to easily create users.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32.	The system administrator must have the ability to easily change passwords.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33.	A user's password can be changed, but must not be displayed to the system administrator.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34.	A user's password must be encrypted when stored in the database.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

System Security		<i>Yes</i>	<i>No</i>	<i>MR</i>
35.	The software must provide the ability to restrict specific users at certain times of day, day of week, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36.	The software must automatically date and time stamp all user's login times and locations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37.	The software must automatically log all security violations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38.	The software must provide a purge for the security violation log.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39.	The software must allow the user and system login log to be purged.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24.	RF emissions shall not cause interference with the operation of any other equipment on the vehicle.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments to Software/Hardware Requirements

Provide any comments to any Section and Number above to assist the COUNTY in properly evaluating the bid and SYSTEM being proposed.

Appendix B – System Features Worksheet

SOFTWARE SPECIFICATIONS INSTRUCTION MATRIX

The following software feature worksheet will be used by the JUDGE to evaluate the proposed SYSTEM. The requirements listed below are NOT meant to serve as a full requirement listing. It is the VENDOR'S responsibility to provide all SYSTEM functionality required to provide a specific function or process mentioned in this document.

Vendors must indicate their SYSTEM'S functionality by selecting one of features listed below:

S = SUPPORTED - the feature or function is provided in its entirety, with full online Help and printed documentation.

PS = PARTIALLY SUPPORTED - only part of the desired feature (function) is provided, and a workaround or custom programming is required for the rest.

NS = NOT SUPPORTED - the desired feature or function is NOT provided by the proposed software.

PE = PAID ENHANCEMENT - the vendor will provide the desired feature (function) by developing it on a custom basis for the price quoted.

NCE = NO CHARGE ENHANCEMENT - the vendor will provide the desired feature (function) by developing it on a custom basis at No Charge.

VENDOR is required to define all "PS" answers in order for the JUDGE to determine what is supported/not supported.

VENDOR is required to give cost figures for all "PE" answers in order for the JUDGE to determine total expenditures.

SYSTEM Functional Requirements

General:

_____ The SYSTEM has been installed and working in at least 100 other locations in the United States.

_____ The SYSTEM logic resides on an applications server.

- _____ The SYSTEM is a client/server-based application.
- _____ The SYSTEM supports a complete Graphical User Interface (GUI) in a client/server environment and/or a browser based interface.
- _____ The SYSTEM is fully incorporated into a Windows/PC environment.
- _____ The SYSTEM has onscreen help available for the use of the GUI.
- _____ The SYSTEM supports online generation/requests of printed reports with ability to direct reports to a network printer, mobile printer or fax.
- _____ The SYSTEM has the ability to support multiple onscreen sessions to the host applications simultaneously.
- _____ The SYSTEM has multi-color/multi-font support.
- _____ The SYSTEM has support for screen transactions that exceed the size of the monitor display. (Scrolling)
- _____ The SYSTEM has data integration capabilities with Excel and Access.
- _____ The SYSTEM works with a scrolling mouse and has standard point and click capabilities.
- _____ The SYSTEM works with a roll ball mouse for zoom capabilities.
- _____ The SYSTEM allows COUNTY employees to adjust commonly altered variables, such as codes, tables, report parameters, etc. without the services of a professional programmer.
- _____ The SYSTEM has onscreen pull-down list boxes that contain valid entries for the fields available in all modules.
- _____ The SYSTEM allows for complete and automatic audit and recovery.
- _____ In the event of a SYSTEM failure, the applications recover automatically without the need to reload backup files.
- _____ The SYSTEM allows for the backup of master files without bringing down the online applications.
- _____ The VENDOR provides with the applications, all application source code at no additional cost.
- _____ The SYSTEM is able to assign view only access to specific user profiles.

- _____ The VENDOR provides detailed user documentation, including training manuals. The training manuals must be available for all SYSTEM modules.
- _____ The SYSTEM has the ability to display all reports on-line and allow forward and reverse scrolling capabilities for reports displayed on a screen.
- _____ The SYSTEM has the ability to print all of its reports.
- _____ The SYSTEM provides an easy way to view a list of users who are on the system and what modules they are accessing.
- _____ The SYSTEM provides a job streaming capability. This capability should have the ability to schedule reports to print during non-peak periods.
- _____ The SYSTEM is able to function independently for multiple organizations, companies, or divisions with a single copy of the applications software. (Provided appropriate licensing is purchased)
- _____ The SYSTEM'S multiple organization features provide for the complete separation of data between each entity.
- _____ The SYSTEM has enforceable security between organizations.
- _____ The SYSTEM has the capability to set up a training version of the application system without running a second application copy.
- _____ The SYSTEM can be implemented and supported on a minimum of two hardware architectures.
- _____ The VENDOR provides a toll-free support hot line for the resolution of problems and questions.
- _____ The VENDOR provides an ongoing support contract that includes new feature releases.
- _____ The VENDOR has the ability to provide custom changes to the SYSTEM to meet the COUNTY'S specific requirements.
- _____ The SYSTEM provides the capability to operate exclusively through system menus and help screens.
- _____ The SYSTEM allows for standardized interfaces from other systems for the transfer of data.
- _____ The SYSTEM utilizes a system-wide user password control function. This is to control the various access levels of the inquiry, maintenance and update functions.
- _____ The SYSTEM provides multiple levels of control for authorized users, including on-line entry, inquiry, or maintenance.

- _____ The SYSTEM provides functionality for the provision of an audit trail.
- _____ The SYSTEM has detailed, online, help documentation available to assist in the use of the system.
- _____ The SYSTEM'S help documentation allows users to search by keywords.
- _____ The SYSTEM allows for easy access to all information contained in printed documentation.
- _____ The SYSTEM uses "hot-keys" for direct screen to screen movement without menu assistance.
- _____ The SYSTEM has the ability to download changes in application logic directly to PC/Client/browser users in an automated fashion from the central application server.
- _____ The SYSTEM has the following printer management capabilities: Print spooling, Print reports to screen, Print screen image, Multiple printer access for all users, Concurrent multiple printer operation.
- _____ The SYSTEM has the capability to route output to email addresses, fax machines, and web sites.
- _____ The VENDOR is be able to demonstrate that they have at least a 95% customer retention rate of their software application customers.
- _____ The SYSTEM application uses Microsoft SQL2000 as the back-end database
- _____ The SYSTEM uses a 64-bit operating system on the desktop, i.e. Windows Vista, Windows 2000 or XP.
- _____ The SYSTEM automatically detects updates and automatically installs any updates provided on the server.
- _____ The SYSTEM is able to be securely accessed via the web by staff and administration. For security purposes the areas accessed must be able to be defined by the COUNTY.
- _____ The SYSTEM allows users to be profiled based on groups, roles, or users. For example, a law enforcement officer can query only certain areas of the software application while the administration can query all fields.
- _____ The SYSTEM allows for easy modifications or additions to drop down menus
- _____ The SYSTEM has a user defined rule manager for events and documents that can be generated based of dates.
- _____ The SYSTEM is designed to accommodate multiple agency and/or divisions.

_____ The SYSTEM includes a message system to allow for automatic notification to users and staff of important alerts.

_____ The SYSTEM will make use of GIS data maintained locally in ESRI ArcServer, GDB or shapefile.

_____ The SYSTEM will have monitoring capability for various statistics of each vehicle including but not limited to locations, speed, engine on/off, implement status, safety equipment status, etc.

_____ The SYSTEM will include wireless communication equipment capable of transmitting data at defined intervals.

_____ The SYSTEM user interface/viewer will have the ability to display the real-time status of the entire fleet at a given time.

_____ The SYSTEM will replay vehicle or groups of vehicle based on user defined date and time periods.

_____ The SYSTEM user interface is compatible with mobile computing devices.

_____ The SYSTEM's electronic equipment and hardware shall be of the latest design, unused and free of defects and a minimum of 3 year warranty provided. Prefer 5 year warranty.

_____ The SYSTEM will allow for alerts and hazards to be set by vehicle or groups of vehicles.

_____ The SYSTEM will export data into a shapefile, excel files, and access database.

_____ The SYSTEM allows vehicles to be place in user defined groups and allows the end user to view one or all groups.

SECURITY AND DESIGN:

_____ The SYSTEM ensures the confidentiality of all files within the software application. A unique login and password must be available to each user, and must be linked to the defined application capabilities for each user.

_____ The SYSTEM supports the use of user privilege profiles to restrict access to specific data areas.

_____ The SYSTEM Administrator must be able to maintain a security system as directed by the COUNTY which can be modified in minutes with no programming required.

_____ The SYSTEM Administrator is able to define security on both a group and an individual level.

_____ The SYSTEM provides multi-agency, multi-division, and multi-jurisdiction security for records such that employees of one agency can be restricted from viewing/modifying the records of another agency using the application.

_____ The SYSTEM allows an authorized application administrator to define what functions a user can access.

_____ The SYSTEM supports various types of access privileges, for example, read only, update, no access.

_____ The SYSTEM will provide the ability to store data indefinitely.

_____ The SYSTEM will provide statistical reports on the usage of the product and the performance of the system.

REPORTS:

_____ The SYSTEM includes a report writer to create custom views for statistical and managerial reports.

_____ The SYSTEM provides the ability for reports to be exported to multiple formats, for example, Dbase, ASCII delimited, Excel, XML, etc.

_____ The SYSTEM provides the ability for reports to be distributed to and viewed by personnel not using the application.

_____ The SYSTEM provides for the ability for reports to be run from a secure website.

_____ The SYSTEM provides the ability to format reports to accommodate multiple paper sizes, and viewing layouts.

_____ The SYSTEM includes a collection of commonly used standard reports.

_____ The SYSTEM allows the general user to easily run reports without having any report writing knowledge.

DOCUMENT GENERATION, PREPARATION and FILE MANAGEMENT:

_____ The SYSTEM reports all contain County name, report title, column heading descriptions, processing date, sequentially numbered pages, and subtotals at each level break as appropriate.

_____ The SYSTEM has the ability to utilize ODBC drivers to dynamically access database information.

_____ The SYSTEM has the ability to save all custom reports/queries for future use.

_____ The SYSTEM incorporates easy print functionality and not require end-users to have to perform any set-up operations.

_____ The SYSTEM does not require end-users to have any SQL knowledge for the print functionality.

_____ The SYSTEM embodies the ability to create multi-colored charts and graphs.

_____ The SYSTEM has the ability to transfer information from the web, Intranet, or Internet e-mail systems.

_____ The SYSTEM comes with an “out-of-the-box” library of at least twenty (20) report formats.

_____ The SYSTEM has the ability to direct report data output to a formatted disk file for loading into PC applications, Excel and Access.

_____ The SYSTEM utilizes an easy-to-use report writer in order to facilitate the generation of custom reports using data contained in the software application.

VENDOR DELIVERY, SUPPORT, AND MAINTENANCE REQUIREMENTS:

_____ The VENDOR will deliver the SYSTEM within 30 days of receipt of the written order, given full functionality of the hardware and no other custom developed applications or conversions.

_____ The VENDOR provides annually renewable support and maintenance contracts that include software support and annual software releases at no additional cost.

_____ The VENDOR maintains a customer accessible section of their web site in order for enhancement/bug submission, message board/forum access, and online access to support representatives and for the sharing of documents, and reports with other software application customers.

TRAINING REQUIREMENTS:

_____ The VENDOR provides training using detailed training plans.

_____ The VENDOR provides annual onsite training to the administrators of the application software.

Security:

_____ The SYSTEM contains security levels within all application systems.

_____ The SYSTEM allows for an unlimited number of security levels.

_____ The SYSTEM allows for the assignment of one or more users to each security level.

_____ The SYSTEM has a requirement that users change their own password after a site-specific period of time.

_____ The SYSTEM gives all users the ability to change their passwords at any time.

_____ The SYSTEM notifies users when their password is about to expire.

_____ The SYSTEM automatically signs-off a user after administrative determined time duration of inactivity.

_____ The SYSTEM allows all security functions to be performed in a real-time manner.

_____ The SYSTEM allows for quick set-up and modification of security access and privileges for groups and individuals.

_____ The SYSTEM has the capability of setting restrictions on batch reporting.

Vendor Global Issues:

Vendors must respond to the following:

1) The VENDOR must describe the GIS capabilities of the SYSTEM.

2) The Vendor must explain their upgrade-back-up policy and the SYSTEM fix procedures if the database becomes corrupt.

3) The VENDOR must explain how many years they have been in business and how long they have been in the software development field.

4) The VENDOR must show what type of employee turnover rate their company has experienced in its last two fiscal years.

5) The VENDOR must describe their company's written product development and version update procedures.

6) The VENDOR must describe total number of people on staff in the company and breakdown numbers to each department. Indicate total number of employees dedicated to the public sector SYSTEM.

7) The VENDOR must describe the software implementation project management experience and capabilities of their company.

8) The VENDOR must describe how many sites are successfully using the SYSTEM.

9) The VENDOR must explain how many major versions (revisions) of the SYSTEM have been released.

10) The VENDOR must describe what differentiates their product from the competition.

11) The VENDOR must explain how new releases affect client customizations.

12) The VENDOR must describe how long it normally takes for customers to typically incorporate a new release of the SYSTEM.

13) The VENDOR must explain if licensing agreements include the provision of the source code of the application? If not, would VENDOR be willing to consider that option for this contract?

14) The VENDOR must describe a minimum and maximum length of time required to perform a typical SYSTEM installation? What are the typical project teams and the level of effort required?

15) The VENDOR must describe their typical client profile, including the number of users.

16) The VENDOR must list all software not designed “in-house” (third party software) required completing SYSTEM criteria and describing support measures for that software.

17) The VENDOR must describe how/if the SYSTEM is able to operate in thin client (e.g., browser) architecture. Please be specific in regards to use of the Internet, Windows Terminal Server Edition or Citrix software to achieve connectivity. Also describe the type, size and complexity of the software that must reside on the client machines.

18) VENDOR must describe if their company or SYSTEM has ever been purchased by another company or acquired because of a merger or acquisition?

If yes, provide details regarding the name of the companies involved, specific products affected and when such merger or acquisition(s) took place.

19) VENDOR must provide (3) years of audited Financial Statements.

Indicate if the company incurred an annual operating loss in the last 5 years.

If VENDOR is a subsidiary, provide financial statements for parent organization as well as separate financial statements for the proposing subsidiary.

20) VENDOR must show if they have had a workforce reduction during the past 5 years?

If so, provide details regarding workforce reductions: percentage of workforce, areas affected, senior management team changes, etc.

21) VENDOR must provide details of all past or pending litigation, liens or claims that have been filed against them.

22) VENDOR must describe their commitment to research & development for the SYSTEM; include development staff size and percentage of annual revenue invested in application development of solution proposed.

23) VENDOR must indicate if they did not originally develop any of the SYSTEM modules, please provide narrative details for the following subjects:

- Date of product merger / acquisition
- Name of the products and organizations involved
- Description of how integration / interfacing were accomplished (batch vs. real time, consolidated or separate databases, etc.)
- References of all customers using proposed applications and interfaces
- Description of the development technologies used for each product
Status of the originating development team resources (retention rate, location)

Appendix C

The following Server description meets the specifications of the COUNTY'S current network. The VENDOR must indicate if they require a different system and/or additional software/hardware.

Recommended Server Configuration: Back-Office Server

Processor	IBM or DELL Xeon 1.26 GHz Server with 1 (one) processor.
Memory	2000 MHz ECC SDRAM Base memory.
Disk Space	75GB Total Usable (4 x 50GB disks), Raid Level 5.
Communications	One 1G PCI Ethernet Card, CD-ROM drive,
Operating System	Microsoft Server 2000
Database	SQL Server 2008
Network/ Telecommunications	SYSTEM must utilize a TCP/IP network protocol to communicate between the workstations and the server. Remote connections are connected to the LAN via a Symantec VPN appliance.

User Workstations

IBM or Dell PCs	
CPU	Pentium IV or higher
Memory	Minimum 128MB
Network	100/1000 PCI Network Card
Operating System	Windows 2000 Professional, XP Professional or Vista
Browser	Internet Explorer 7.0 or higher

APPENDIX D – SAMPLE CONTRACT LANGUAGE

This is a SAMPLE of a contract for services for Benton County.

SAMPLE CONTRACT
Benton County's _____ Project

This Agreement, made and entered into this _____, by and between Benton County, hereinafter referred to as COUNTY, and the _____, hereinafter referred to as "Contractor," WITNESSETH:

1. Contract Documents. The following listed attachments/documents are hereby made a part of this agreement set forth word for word herein.
 - a. Attachment A. General Conditions of the Contract Scope of Work
 - b. Attachment B. Scope of Work
 - c. Attachment C. Deliverables
 - d. Attachment D. Time Table of Completion and Compensation
2. Contractor Services. Contractor agrees to perform such services as are set forth in the contract documents.
3. Compensation. COUNTY agrees to compensate contractor for the services performed, in an amount not to exceed that compensation as set forth in Attachment D.
4. Time is of the essence in the execution of this contract. Contractor expressly recognizes that in the performance of their obligations, COUNTY and partners, is relying on timely performance and will schedule operations in reliance upon timely performance by contractor and may sustain substantial losses by reason of any failure of timely performance.

5. This Agreement, including Attachments and proposal is the entire agreement of the parties. The Agreement may be modified only by written agreement signed by both parties.

In Witness Whereof, the parties have hereunto set their hand this 23rd day of December of 2009.

This signature page coincides with contract dated December 23rd, 2009.

BENTON COUNTY

By: _____

Title: _____

ATTEST:

Title: _____

VENDOR XXXXXX.

Title: President

ATTEST:

Title: _____

ATTACHMENT A
GENERAL CONDITIONS OF THE CONTRACT

1.0 SCOPE.

These General Conditions will be a part of the contract. The work will be performed and completed in full compliance therewith.

2.0 DEFINITIONS.

The COUNTY referred to herein is the COUNTY. The Contractor is the firm or corporation with whom the COUNTY has entered into the contract.

3.0 INTENT OF CONTRACT DOCUMENTS.

The contract documents comprise of the entire agreement between COUNTY and Contractor concerning the work. They may be altered only by a Change Order that is executed by both parties in writing.

4.0 COMMENCEMENT.

In order to allow the completion of this project within needs of the COUNTY, the Contractor is required to commence work under this contract within ten (10) calendar days of receipt of Notice to Proceed of this contract. In order to meet this schedule, the Contractor is required to deliver executed contracts, and certificates of insurance to the COUNTY within ten (10) calendar days of receipt of Notice to Proceed of the contract.

5.0 SCHEDULE.

The planned project schedule is as follows:

ATTACHMENT A
GENERAL CONDITIONS

1.0 Notice to Proceed. The Contractor shall commence work under the terms of this contract within ten (10) calendar days of receipt of Notice to Proceed issued by the COUNTY.

2.0 Standard of Performance. Accuracy, thoroughness and scheduled progress of this work are essential in the execution of this contract. Contractor is charged with the duty to make himself/herself aware of the difficulties involved in its execution and of contingencies which may arise. Further, Contractor shall ensure that his personnel, plant, equipment, transportation facilities, and supply of materials are adequate to guarantee full compliance with all provisions of the contract.

3.0 Delivery of Work. The Contractor shall deliver work to the COUNTY as soon after completion as possible to allow prompt inspection so that any nonconformity with the specifications can be detected at the earliest possible date and corrected as other work progresses.

4.0 Completion of Work. Completion of work shall include acceptable performance by the Contractor, as determined by the COUNTY, and shall include delivery of all raw and processed aerial photography, index maps, computations, reports, DEM/DTM, and all other data and material compiled or assembled as part of this contract.

5.0 Deliveries. Each delivery will be hand delivered or mailed to Elizabeth Bowen, Benton County, 215 E Central Ave., Bentonville, AR 72712. Deliveries will be accompanied by a properly numbered, dated, and signed letter or shipping form, in duplicate, listing the materials being transmitted.

6.0 Contractor Liability Insurance. The Contractor will purchase and maintain such comprehensive general liability and other insurance as to provide protection from all claims set forth below which may arise out of or result from Contractor's performance of the work and Contractor's other obligations under the contract documents, whether such performance is by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

a. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts.

b. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees.

c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employee.

d. Claims for damages insured by personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (2) by any other person for any other reason.

e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.

f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this section will include the specific coverage and be written for not less than the limits of liability and coverage provided for herein or required by law, whichever is greater. The comprehensive general liability insurance will include completed operations insurance. All such insurance will contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to the COUNTY. All such insurance will remain in effect until final payment and at all times thereafter when Contractor will maintain such completed operations insurance for at least one year after final payment and furnish COUNTY with evidence of continuation of such insurance at final payment and one year thereafter.

6.1 Contractual Liability Insurance. The comprehensive general liability insurance required above will include contractual liability insurance applicable to Contractors.

6.2 Insurance Amount. As required by the previous Sections, Contractor's General Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$1,000,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 due to one accident, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.00.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

6.3 Acceptance of Insurance. If COUNTY has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by Contractor in accordance with Section 6.0 on the basis of it not complying with the contract document, COUNTY will notify Contractor in writing thereof within ten (10) days of the date of delivery. The Contractor shall provide to the COUNTY such additional information in respect of insurance request.

7.0 Superintendence. The Contractor shall designate an official with full supervisory and disciplinary authority over all personnel assigned under this contract. This official will be responsible for maintaining fully staffed and equipped forces and for affording liaison between Contractor and the COUNTY.

7.1 Personnel. The personnel furnished under this contract will be qualified and capable of performing their assigned duties. The Contractor will remove from the job any employee who does not perform work in an accurate, expeditious, and workmanlike manner, or whose removal is requested by the COUNTY.

7.2 Site Investigation and Representations. The contractor assumes responsibility of all investigations as to the nature and location of the work, the general local condition, particularly those bearing upon transportation and the availability of roads and airports, the uncertainties of weather and flood stages, the topography and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work, and all other matters upon which information is reasonably attainable and which can in any way affect the work or the cost thereof under this contract. Any failure by the Contractor to acquaint himself with all the available information will not relieve him of responsibility for estimating properly the difficulty or cost of successfully performing the work. The COUNTY assumes no responsibility for understanding or representation made by any of its officers or agents during or prior to the execution of this contract, unless (1) such understanding or representations are expressly stated in the contract and (2) the contract expressly provides that the responsibility thereof is assumed by the COUNTY.

7.3 Quality of Materials. All materials, supplies, or articles required for work which are not covered by detailed specifications herein shall be standard products of reputable manufacturer and entirely suitable for the purpose.

8.0 LAWS AND REGULATIONS.

Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work. If Contractor observes that the Specifications are at variance therewith, Contractor shall give COUNTY prompt written notice thereof, and any necessary changes will be made by an appropriate modification.

8.1 Liability of the Contractor. The Contractor will be responsible for ensuring that his employees strictly observe the laws and ordinances of the United States, the State of Arkansas, Benton County, and the Municipalities affecting operations under the contract. He will comply with the laws of the United States and of the various states as to the aircraft operations and the licensing of pilots, mechanics, surveyors and other personnel. It is further understood and agreed that the Contractor assumes full responsibility for the safety of his employees, plants, and materials. The Contractor will assume all risks in connection with performance and delivery of the work, and will be liable for and save the COUNTY harmless from any and all damages to persons and properties. Contractor agrees to bear all risk of loss until COUNTY accepts the work. Breach of this contract by either party shall have no effect on the provisions of this contract allocating risk or loss or damage. The personnel furnished under this contract will be qualified and capable of performing their assigned duties. The Contractor will remove from the job any employee who does not perform work in an accurate expeditious and workmanlike manner, or whose removal is requested by the COUNTY.

8.2 Right-of-Entry. The Contractor will obtain all rights-of-entry and work permits as may be necessary for access to or performance of work.

8.3 Subcontractors. It is the understanding of COUNTY there may be subcontractors for this project. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this contract, to insure fulfillment of all contractual provisions by subcontractors. If for sufficient reasons, at any time during the process of work, the Contracting Official determines that any Subcontractor is incompetent or is not performing the subcontract work in an acceptable manner, he will notify the Contractor in writing accordingly and immediate steps will be taken by the Contractor to obtain acceptable performance or for cancellation of such subcontract. Subletting by subcontractors will be subject to the same requirements as the Contractor. Nothing contained in this contract will be construed to create any contractual relation between any subcontractor and the COUNTY.

8.4 Safety and Protection. Contractor will be responsible for initiating and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

- a. All employees on the work and other persons who may be affected thereby;
- b. All the work and all materials to be incorporated therein, whether in storage on or off the site;
- c. Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury,

or loss; and will erect and maintain all necessary safeguards for such safety and protection.

8.5 Controlling Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Contractor shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Arkansas, and the City and jurisdictions in which work shall be performed. The parties agree that venue for any alleged breach of this Agreement shall be in Benton County, Arkansas. If any provision of this Agreement conflicts with any law of the State of Arkansas or requirement imposed by law or regulation upon Counties or County Officials in the state of Arkansas, then the Arkansas law controls, including but not limited to, County Purchasing laws (Ark. Code Ann. Sections 14-22-101 et seq.) and the Freedom of Information Act (Ark Code Ann. Sections 25-19-101 et seq.).

9.0 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY and its agents and employees from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or resulting from the performance of work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any act or omission of Contractor. This clause is not to be construed in any form or manner to waive any Tort Immunity set forth under Arkansas Law.

9.1 In any and all claims against COUNTY or any of its agents or employees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein will not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9.2 Each of the provisions contained hereinabove requiring indemnification of COUNTY and its agents and employees shall apply with equal force and effect to require Contractor to indemnify any county or municipal government, as well as the officers, agents or employees of any such county or municipal government, in Benton County, Arkansas. This provision does not waive any tort immunity enjoyed by said governments, their officers, agents or employees.

10.0 CHANGE ORDERS.

Without invalidating the agreement, COUNTY may at any time propose additions, deletions or revisions in the work; these will be authorized by Change Orders approved and signed by both parties. Upon receipt of a Change Order, Contractor will

proceed with the work involved. All such work will be executed under the applicable conditions of the contract documents. If any Change Order causes an increase or decrease in the contract price or an extension or shortening of the contract time, an equitable adjustment will be made subject to approval by the COUNTY's governing body or authorized representative.

COUNTY may authorize minor changes in the work not involving an adjustment in the contract price or the contract time, which are consistent with the overall intent of the contract documents. These may be accomplished by a field order and will be binding on COUNTY, and also on Contractor who will perform the change promptly. If a field order justifies a change in the contract price or contract time, a change order shall be required.

10.1 Change of Contract Price. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be changed only at his expense without change in the contract price.

The Contract Price may only be changed by a Change Order executed by both parties.

10.2 Change of the Contract Time. The Contract Time may only be changed by a Change Order executed by both parties.

11.0 WARRANTY AND GUARANTEE.

Contractor warrants and guarantees to COUNTY that all work will be in accordance with the contract documents and will not be defective. Prompt notice of all defects will be given to Contractor. All defective work may be rejected, corrected or accepted with an appropriate reduction in the contract price.

11.1 One Year Correction Period. If, within one year after the date of substantial completion, any work is found to be defective, Contractor shall promptly, without cost to COUNTY and in accordance with COUNTY's written instructions, correct such defective work..

12.0 LIQUIDATED DAMAGES.

It is hereby understood and mutually agreed, by and between the Contractor and COUNTY, that the date of beginning and the time for completion as specified in the contract of work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract will be commenced on a date to be specified in the Notice to Proceed. The Contractor agrees that said work will be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified.

12.1 If the said Contractor should neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the COUNTY, then the Contractor does hereby agree, as a part of consideration for the awarding of this contract, to pay the COUNTY the amount specified in Attachment C, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor will be in default after the time

stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the COUNTY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the COUNTY would in such event sustain, and said amount is agreed to be the amount of damage which the COUNTY and partners would sustain.

13.0 TERMINATION AND ASSIGNMENT.

The COUNTY reserves the right to terminate this contract at any time with 10 days notice. If the contractor is terminated, payment will be made to Contractor in the amount sufficient to compensate Contractor for actual work performed. This contract shall not be assigned without the express written approval of the COUNTY.

In the event that any one or more of the provisions contained in this Agreement shall, for any reason, not be enforced or be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14.0 PROGRESS REPORT.

The Contractor shall submit a bi-weekly progress report to the COUNTY on or before the 1st and 15th day of each month. The reports will summarize the status of each phase of the project and the progress on each phase of the project during the previous month.

15.0 PAYMENT.

Payment requests may be made by the contractor on a necessary basis in accordance with Attachment D. Payment requests must be submitted by the 10th day of the month following the month(s) in which the work was completed. The percentage of work on which payment is requested shall coincide with the progress report and schedule contained in Attachment D. The Contractor shall submit pertinent data to support the pay request. The COUNTY may request additional data to support the payment request and/or may visit the Contractor's place of business to inspect the work product.

Invoices shall be prepared and submitted to COUNTY, Attn: Elizabeth Bowen, 215 E Central Ave., Bentonville, AR 72712. Products included under the contract shall be delivered on a schedule to be agreed upon with COUNTY representatives. Upon acceptance of each product by the COUNTY, the Contractor may submit invoices for payments in accordance with a schedule to be negotiated. The COUNTY will evaluate and accept or reject products for the purposes of payment and determination of liquidated damages within 45 calendar days of receipt of the deliverable products. The COUNTY will remit payment within 45 calendar days of approved final product. Payments will be made for accepted products only, and will not be made for work in progress.

COUNTY may refuse to pay in whole or any part of any request for payment if, in the COUNTY's opinion, it would be incorrect to make such payment to the Contractor because subsequently discovered evidence or the results of subsequent inspections indicate that previous payments made were excessive and/or to protect COUNTY from loss because:

- a. The work is defective or completed work has been damaged, requiring correction or replacement,
- b. Written claims have been made against COUNTY or liens have been filed in connection with the work,
- c. The contract price has been reduced because of modification(s),
- d. COUNTY has been required to correct defective work or complete the work,
- e. Of Contractor's unsatisfactory performance of the work in accordance with the contract documents, or
- f. Of Contractor's failure to make payments to subcontractors, or for labor, materials, or equipment.

16.0 BILLING

Billings shall be submitted in such a form to indicate the phase to which a charge applies and reference the appropriate cost estimate matrix.

17.0 PROPRIETARY WORK PRODUCT.

All work products of this contract are proprietary and are the property of the COUNTY and its partners. It may not be utilized for any purpose except the fulfillment of this contract without written permission from the COUNTY.

18.0 PERFORMANCE OF WORK.

All work related to this project must be performed in the United States. Procedures described in the response proposal from Contractor will be followed and adhered to in every manner.

19.0 FORCE MAJEURE

Force Majeure shall mean any events or actions beyond the reasonable control of either COUNTY or Contractor preventing or delaying the execution of or compliance with any of the terms and conditions contained in the Agreement, including but not limited to acts of God, and governmental regulations, including the restrictions imposed by air traffic control personnel with authority over airspace required for flight operations, restricting normal operations, weather or atmospheric conditions that are not conducive for the collection of aerial imagery or terrain data in a manner that

is necessary to meet or exceed the requirements of any Deliverable and inability of Contractor to provide any specified Sources in a timely manner.

20.0 CONTRACT EXTENSION

The contract terms, conditions and fee schedule of this agreement can be extended for five years to include 2011-2015 following mutual agreement of both parties. The agreement for a second consecutive year can be extended by COUNTY, by notifying Contractor.

ATTACHMENT B SCOPE OF WORK SECTION 21

21.0 Scope. TBD

QUALITY ASSURANCE/CONTROL SECTION 22

22.0 Scope. TDB

INSPECTION, EDITING, AND ACCEPTANCE PROCEDURES SECTION 23

23.0 Scope. TBD

ATTACHMENT C DELIVERABLES

Based on Proposal. Deliverable Items. Contractor will deliver TBD

ATTACHMENT D

COMPENSATION AND TIME TABLE OF COMPLETION

Base Bid Cost

The following items is the scheduled product for the contract.

TBD

TOTAL COMPENSATION \$TBD.00

Liquidated Damages

Liquidated damage fees as described below will be deducted from payment beginning
TBD

ATTACHMENT D

TIME TABLE OF COMPLETION

Completion Period (after Notice to Proceed)

Phase I	Est. Days	% Payable
TBD		

AFFIRMATIVE ACTION & EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

Contractor, subcontractor and/or seller agrees that the performance of any work or sale pursuant to this purchase order is and shall in all respects be in strict compliance with all local, state and federal laws as well as such rules, regulations, ordinances, proclamations, demands, directive, executive orders or other requirements issued pursuant thereto by the municipal, state and federal governments and all subdivisions thereof which now govern or may thereafter govern the manufacture, sale or delivery of the Goods contemplated by this purchase order including but not limited to the provisions of (i) Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and the regulations and executive orders issued there under, (ii) the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended, and the implementing rules and regulations (41 CFR, Part 60) and executive orders issued there under, (iii) the Affirmative Action Clauses and regulations of Section 503 of the Rehabilitation Act of 1973, as amended, and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, and executive orders issued there under, and (iv) all laws, interim and permanent standards, rules, regulations and executive orders of the Occupations Safety and Health Act and all state and federal laws and regulations relating to safety and health standards. Seller agrees upon request to furnish Buyer with a certificate of compliance relating to any such laws in such form as Buyer may require. Seller agrees to indemnify and hold harmless from any liability arising from any failure of the Goods purchased under this purchase order from complying with such laws and regulations.

Bid Preference

Pursuant to ACA 14-22-111 (c), All bidders shall be given equal consideration under the provisions of this chapter, except that when the bid represents items manufactured or grown in the county or offered for sale by business establishments having their principal place of business in the county with the quality being equal to articles offered by competitors outside the county, then the bidder shall be allowed a differential of not to exceed three percent (3%) of the purchase price in determining the low bid. However, in each instance in which this bid preference is requested, the bidder must so indicate before the date and time fixed for opening the bids and thereafter furnish satisfactory proof if requested.

Contact Ms. Graham by telephone at 479-271-1096 if you wish to request bid preference for this bid.