

Request for Proposal
Ogden City Corporation
TOR Browser/Deep Web Interface and Analysis Software

Ogden City Corporation is requesting proposals from a qualified firm to provide software to empower the Ogden Area Tactical analysis Center to monitor and evaluate information being posted on the Deep Web through TOR Browser. The software should allow us to gain situational awareness, gather, sort and filter relevant information flowing on the “Deep Web”.

Proposal packets are available and may be obtained from Ogden City Purchasing, 2549 Washington Blvd., Suite 510, Ogden, Utah, or by downloading from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Bidders are responsible for securing any and all addenda issued.

Responses to this Request for Proposal shall be submitted to the office of the City Purchasing Agent, 2549 Washington Boulevard, Suite 510 (5th Floor) Ogden, Utah, **by March 4, 2020 no later than 3 PM. LATE PROPOSALS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of the City. The City reserves the right to issue contracts to multiple vendors.

Ogden City encourages and welcomes bids from women and minority owned businesses.

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Ogden City Police Department

REQUEST FOR PROPOSALS (RFP)

for

TOR Browser Software



Ogden City Police Department

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Table of Contents

Page

Section I: General Information and Schedule of Events.....	2
Section II: General Terms and Conditions.....	3
Section III: General Requirements and Service Specifications.....	6
Section IV: Evaluation Criteria	11

Section I: General Information and Schedule of Events

A. Introduction

The Ogden Police Department (OPD) seeks proposals for TOR Browser Software to access secondary internet sources for investigative purposes.

B. Scope of RFP

Ogden City Corporation is requesting proposals from a qualified firm to provide software to empower the Ogden Area Tactical analysis Center to monitor and evaluate information being posted on the Deep Web through TOR Browser. The software should allow us to gain situational awareness, gather, sort and filter relevant information flowing on the “Deep Web”.

OPD is seeking a proposal for a one-year trial period with an annual renewal after that time.

C. Key Action Events and Dates

Listed below are the target dates for the events to occur. Ogden City reserves the right to change these dates.

EVENT	TARGET DATE
RFP available	February 13, 2020
Last date to submit proposals	March 4, 2020.
Review and selection process	Week of March 9, 2020
Contract Begins	April 1, 2020

Section II: General Terms and Conditions

A. Proposal Requirements and Conditions

1. RFP Requirements

If a Proposer fails to satisfy any of the requirements identified in this RFB, the proposal may be considered non-responsive and the proposal may be rejected.

2. Invitation for Proposal Documents

This RFP constitutes part of each proposal and includes the explanation of the Police Department's needs, which must be met.

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, s/he shall immediately notify the Purchasing Division of such error in writing and request modification or clarification of the document. Any clarifications and/or modifications to the RFP will be posted and distributed in the manner set forth in Section 4 below for "questions and answers."

3. Proposal Clarification and Questions

Any questions regarding clarification or intent of the RFB should be directed to the Purchasing Office via email at purchasing@ogdencity.com or phone at 801-629-8742.

The Purchasing Office will publish both the questions and the answers on the City's website <https://www.ogdencity.com/264/Purchasing>.

As a general rule, answers to questions will not be forwarded to one Proposer without publishing the answer for all others who have requested to receive the list of questions and answers and/or posting such questions and answers on the department's website. If changes to the RFP are warranted, they will be made in writing, clearly marked as addenda to the RFP, and communicated as set forth above.

4. Submission of Proposal

Each Proposer shall prepare a proposal on company letterhead, which addresses all the requirements and specifications in Section III in the same order as they are listed. Each Proposer shall submit one original proposal and one (1) complete duplicate proposal.

a. Contractor's Costs

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to the Ogden Police Department.

b. Delivery of Proposals

i) Address or deliver proposals to:

Ogden City Purchasing

2549 Washington Boulevard, Suite 510

Ogden, Utah 84401

ii) **Proposals must be received no later than 4:00 P.M. on Friday, March 6, 2020**. All copies of the proposal must be under sealed envelope plainly identified as a proposal for “TOR Browser Software.” Proposals not submitted under sealed cover may be rejected. Proposals submitted under improperly marked covers may be rejected.

iii) Proposals transmitted via e-mail, facsimile, or any other electronic means shall not be considered.

iv) All proposals must be signed with the firm name, and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

5. Rejection of Proposals

The Department reserves the right to reject all proposals and not to award any contract pursuant to this RFP. The Department's waiver of an immaterial deviation in the proposal shall in no way modify the RFP documents or excuse the Proposer from full compliance with the specifications if s/he is awarded the contract.

6. Evaluation Process

The Department will put each proposal through a process of evaluation to determine the Proposer's responsiveness to Department's needs. The evaluation will be based on the formal written proposals submitted by Proposers.

a. RFP Evaluation Check

Each proposal will be checked for the presence of required material and information in conformance with the submittal requirements of the RFP. These submittal requirements are obligatory and failure to fully comply may deem the proposal non-responsive.

b. Acceptance of Proposals

The Department reserves the right to accept other than the lowest price and to negotiate with Proposer on a fair and equal basis when the best interests of the Department are served by so doing.

c. Evaluation

During the evaluation, validation, and selection process, the Department may require the presence of a Proposer's representative for answering specific questions, orally and/or in writing. The Department may also require one or more site visits of the Proposer's offices by Department representatives.

d. Criteria

All proposals will be evaluated based on the following criteria.

- i) Corporate history
- ii) Clarity, approach and completeness of program proposal
- iii) Performance of software
- iv) Consistency with requested services described in this RFP
- v) Cost effectiveness and budget
- vi) Experience with providing similar services

7. Disposition

All materials submitted in response to this RFP will become the property of Ogden City.

8. Alteration or Variation of Terms

It is mutually understood and agreed that no alternation or variation of the terms of this RFP shall be valid unless made or confirmed in writing and signed by the Department and Proposer selected, and that no oral understandings or agreements not incorporated herein, and no alternations or variations of the terms hereof unless made or confirmed in writing between said parties hereto shall be binding.

9. Assignability

A contract is not assignable by Proposer either in whole or in part. The contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Section III: General Requirements and Service Specifications

A. General Requirements

1. Insurance

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. The Contractor shall pay the cost of such insurance.

a. The amount of insurance shall not be less than:

- i) Commercial General Liability: Minimum of \$2,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.
- ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
- iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
- iv) Professional Liability: Minimum of \$1,000,000 aggregate with \$500,000 per occurrence (if applicable)

b. Each insurance policy required by this Agreement shall contain the following clauses:

- i) "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by

certified mail, return receipt requested, has been given to the Ogden City Corporation”.

ii) “It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor’s insurance and shall not contribute with insurance provided by this policy.”

c. Each insurance policy required by this Agreement, excepting policies for Workers’ Compensation, shall contain the following clause in a separate endorsement:

i) “Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation.”

d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor’s insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.

e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins on the premises.

f. City reserves the right to require complete, certified copies of all required insurance policies at any time.

g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall

reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- h.** Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.
- i.** Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees or contractors upon the Premises during the License Period.

2. Background Check

For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.

- 3.** The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- 4.** Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures

established herein are designed to give all parties reasonable access to the same basic information.

5. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.
6. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.
7. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.

8. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit of cost estimate of any proposal price.
9. Award of Contract & Contract Period - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers. The selected company shall enter into a written agreement with Ogden City. Ogden City reserves the right to cancel this Request for Proposal. Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter into contracts with more than one vendor. The contract period shall be for a one-year period by mutual consent of both parties. The Department also encourages proposals that contain additional yearly options, which may be exercised at the sole option of the Department.
10. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of bid submission. The form can be accessed through the Recorder’s webpage at: <https://www.ogdencity.com/DocumentCenter/View/7004/Business-Confidentiality-Claim-form>

Section IV: Evaluation Criteria

An Ogden Police Department RFP Review Committee will evaluate all proposals received. Proposals will be evaluated, based on the criteria below. Proposals will be screened and a group of finalists selected for a panel interview and/or site visit. The most qualified individual or firm will be recommended to the Chief of Police for approval.

To be evaluated, a proposal should adhere to the format for proposals detailed above. The criteria used as a guideline in the evaluation shall include, but not be limited to, the following:

1. Proposed work plan, and approach/methodology to completing the contract.
2. Cost and ability to complete the work within acceptable time periods.
3. Usability and training platform for Police analysts.
4. References from former clients.