

SPECIAL NOTE
THIS QUOTATION MUST BE FORWARDED TO
THE CONTRACTS AND PROCUREMENT MANAGER,
WEST MIDLANDS POLICE, LLOYD HOUSE,
COLMORE CIRCUS QUEENSWAY, BIRMINGHAM B4 6NQ

WEST MIDLANDS POLICE AUTHORITY

FORM OF QUOTATION FOR THE SUPPLY OF MAPEXTREME SOFTWARE

Name : _____

Address: _____

CLOSING DATE FOR RECEIPT OF THIS QUOTATION:

12 NOON ON FRIDAY 7 FEBRUARY 2003

Before which time no Quotations will be opened.

Quotations received after the last time and date due for receipt will be rejected.

WEST MIDLANDS POLICE AUTHORITY

QUOTATION FOR THE SUPPLY OF MAPEXTREME SOFTWARE

INSTRUCTIONS FOR SUBMITTING QUOTATION

1. INVITATION

Quotations are invited for the supply of those goods or the tendering of those services specified in this document.

2. SUBMISSION OF QUOTATION

- (a) Quotations should be returned no later than **12 noon on Friday 7 February 2003**
- (b) **The Quotation Documents duly completed must be returned to the CONTRACTS AND PROCUREMENTS MANAGER, WEST MIDLANDS POLICE, LLOYD HOUSE, COLMORE CIRCUS QUEENSWAY, BIRMINGHAM, B4 6NQ in the official envelope provided which shall be sealed and bear no name or other distinguishing mark revealing or likely to reveal the identity of a sender. Such marks include identification within postal franking impressions or details revealed through the use of "Datapost" or other comparable express delivery systems. Any Quotation received not complying with these requirements will be rejected. Some "guaranteed delivery" services (including the Post Office) or private express delivery services may involve the practice of attaching to the package/envelope a label stating the sender's name and address. You are also reminded that a franking machine may print on post an advertisement for the company as well as the franking stamp.**

The deadline for submission of Quotations must be observed.

Any Quotation received after the time specified for whatever reason, will not be considered.

In exceptional circumstances where it is not possible to use the Quotation envelope because it is too small, the Authority will allow the Quotation envelope to be attached to a larger plain envelope or parcel to facilitate the return of the Quotation document.

There must be no details on the Quotation envelope apart from the description of the Quotation as specified in the 'Invitation to Submit a Quotation' and the name and address to whom it is to be delivered.

If a Quotation is received in an envelope, which indicates a sender, it must be disregarded in accordance with the requirements of the Authority's Standing Orders.

The Authority's requirements with regard to Quotations do not permit any discretion and therefore any Quotation which does not comply, for whatever reason, will be declared invalid and be disregarded.

- (c) All other correspondence should be addressed to:-
- (d) Those submitting Quotations are required to complete in full:-
 - the Price Schedule(s)
 - the Questionnaire
 - the Insurance Certification Form
 - the Non Collusive Certificate
 - the Form of Quotation
 - Appendix 1 and 2 of the Licence Agreement

The forms must NOT be retyped however they may be photocopied if necessary.

- (e) Use the Schedule of Clarification to highlight any variation between the products you offer and those specified and to include any additional information, which may have a bearing on your Quotation. DO NOT write on the Quotation Document other than in the spaces provided. The Schedule of Clarification may be photocopied if necessary.
- (f) Quotations may be submitted for all or any of the sections, but should state clearly if one Quotation is dependent on the acceptance of another.
- (g) **TWO** copies of the completed Quotation and any supporting documentation must be submitted and all documents returned shall bear original signatures. Photocopies of signatures will not be accepted.
- (h) All Quotations shall be valid for a period of 12 weeks from the closing date stated in 2(a).
- (i) All correspondence and Quotations shall be in English. Any communication in any language other than English shall be excluded from any Quotation or Contract.

3 CONDITIONS OF CONTRACT

The Contract shall incorporate the Licence Agreement, Price Schedule, Specification and other documents contained in the quotation

4 ACCEPTANCE OF QUOTATIONS

The Authority does not bind itself to accept the lowest or any Quotation and reserves the right to accept a Quotation either in whole or part, for such item or items specified in the Invitation to Submit a Quotation, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered the subject of a separate Quotation.

5 SPECIFICATIONS

Specifications and technical requirements for individual items are stated, but everything necessary shall be supplied to enable the performance of the Contract. Any items not specifically mentioned but which are necessary for the operation of the Contract shall be deemed to be included.

6 SAMPLES AND CATALOGUES

Those submitting Quotations may be asked to provide samples of all or part of the Goods prior to the award of the Contract for testing/evaluation purposes. Catalogues and Technical Data Sheets must also be provided.

7 CHARGEABLE PACKAGING AND CONTAINERS

Any addition to or variation of prices submitted in the schedule for variable delivery consignments or packaging must be clearly shown.

8 DELIVERY

Unless otherwise stated all prices shall include delivery to locations within the area covered by the Authority.

9 CONFIDENTIALITY

Recipients of the Quotation Documents (whether they submit a Quotation or not) shall treat the contents of the documents as private and confidential.

10 EVALUATION CRITERIA

The Contract will be awarded to the economically most advantageous Quotation in terms of various criteria including price, compliance with Contractual terms and conditions, quality, technical back up etc.

WEST MIDLANDS POLICE AUTHORITY

Quotation for the supply of MapExtreme Software Licence Agreement for the Use of Computer Software Products

Any Licence for the Software to be provided shall be in accordance with the subject to the Institute of Purchasing and Supply Model Form of Licence Agreement for the use of Computer Software Products IPS Model L Revised 1987 (hereinafter referred to as "The Licence Agreement").

The Licence Agreement shall be subject to the following amendments additions alterations and omissions:-

Clause 16. 16.4 - delete in its entirety the first sentence.

The following additional Clauses shall be inserted at the end thereof:-

27. **Entitlement to Contract** The Licensee has the right to contract with any person or persons firm or company other than the Licensor for the supply and delivery of similar services.
 28. **Cancellation of Contracts in Case of Corruption etc** The Licensee shall be empowered to cancel the Contract and recover from the Licensor the amount of any loss resulting from the cancellation if the Licensor is guilty of any practice considered by the Licensee to be improper or corrupt. This clause covers such activities as inducements of gifts and acts prohibited by the Prevention of Corruption Acts 1889 - 1916 and the Local Government Act 1972 Sections 117(2) and (3). The Licensee's decision on these matters is final.
 29. **Conditions** These conditions shall have precedence over any printed condition appearing on any acceptance form delivery form or other documents or letter emanating from the Licensor and such conditions shall have no effect whatsoever except insofar as they confirm the terms of this Contract.
 30. **British Standard Specification** Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution is current at the date of the Tender or Quotation all goods and materials used or supplied shall be in accordance with that Standard and the Customer's Specification.
 31. **Value Added Tax** Increase of Contract Sum. Prices must be quoted net of Value Added Tax to the extent that the supply of goods or materials under the Contract is chargeable with Value Added Tax. The gross amount of the tax chargeable will be added to the Contract Price.
 32. **Health and Safety** All items delivered by the Licensor to the Licensee shall comply with the provisions of the Health and Safety at Work Act 1974 and any other relevant Health and Safety regulations and
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appropriate Codes of Practice in force or brought into force during the currency of the Contract.

33. **Warranties and Guarantees** Without prejudice to the Licensee's common law statutory and equitable rights under this Tender and any contract resulting therefrom the Licensor shall make available to the Authority the benefits of any standard Warranty normally offered in connection with the goods supplied by himself at the option of the Licensee and of any standard Warranty or Guarantee offered by the manufacturer and by the suppliers of any components of such goods.

34 **Access**

- (a) Access to the site of the Purchaser in connection with this Contract will only be granted to the Licensor following prior agreement with the Licensee. Unless otherwise agreed by the Licensee at least 24 hours notice of any intended visit to the site must be given by the Licensor.
 - (b) The Licensee reserves the right to refuse to admit to its premises any person employed by the Licensor or any sub-contractors whose admission would be in the opinion of the Licensee undesirable.
 - (c) If required by the Licensee the Licensor shall provide a list of the full names (including previous names) and address or addresses (including previous addresses) over the last 5 years and dates of birth of all persons who may at any time require access to the site in connection with the performance of the Contract specifying the capacities in which they are concerned with Contract and giving such other particulars as the Licensee may reasonably require. The provisions set out in this sub-clause shall extend to all immediate family of such persons requiring access as aforesaid. Unless otherwise agreed by the Licensee one months notice of any proposed change of any person who may at any time require access to the site shall be given.
 - (d) All persons whilst on the site will for reasons of security and operational needs to be under the supervision of the Licensee..
 - (e) In the event of an operational emergency arising at the site the Licensor and all persons employed by him or under his control shall at the request of the Licensee or a Police Officer in charge of such premises vacate the site as soon as possible. Prior to vacating the Licensor shall ensure that all Licensor's equipment and the works are left in a safe condition.
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35 **Year 2000 warranty**

The Licensor warrants and represents that with effect from the Acceptance Date and therefore the Program shall be year 2000 compliant (as defined in the Licence Agreement).

36. **Year 2000 Compliance - Definition**

Year 2000 Compliance shall mean that neither performance nor functionality is adversely affected by dates prior to, during and after the year 2000. In particular :-

Rule 1 : No value for current date will cause any interruption in operation.

Rule 2 : All manipulations of date or time related data will produce the required results for all valid values prior to, during and after year 2000.

Rule 3 : If the date elements in interfaces and data storage specify the century, they will permit specifying the correct century either explicitly or by unambiguous algorithms or inferencing rules; and where any date element is represented without a century the correct century shall be unambiguous for all manipulations involving that element.

Rule 4 : Year 2000 must be recognised as a leap Year.

WEST MIDLANDS POLICE AUTHORITY

QUOTATION FOR THE SUPPLY OF MAPEXTREME SOFTWARE

SPECIFICATION

West Midlands Police Authority require a MapExtreme licence for developing a web site to map and display crime and social exclusion data at a number of set geographies.

It is envisaged that there will be differing levels of functionality available to cater for the differing needs of the users. Initially, the system will provide access to standard reports and mapping for standard areas, with the user having to press a minimal number of buttons to achieve the desired result.

The system will be, to a large degree, 'self intuitive' which will minimise the requirement for formal training. Functionality will increase with staged release versions, enabling users to have access to more detailed information or greater analytical functionality

A quotation is required for both the JAVA and Windows version of the licence, although only one version will be purchased.

**WEST MIDLANDS POLICE AUTHORITY
QUOTATION FOR THE SUPPLY OF MAPEXTREME SOFTWARE**

Price Schedule

Licence Charges	(£) Cost Excluding VAT
One time charge for MapExtreme licence in perpetuity	£
JAVA Version	£
Windows Version	£
Systems Support and Maintenance As per Appendix 2	£

PAYMENT TERMS

*Subject to _____% discount for payment in 7-10 days

*(Please delete or insert as necessary)

SIGNED _____

NAME _____

COMPANY _____

DATE _____

WEST MIDLANDS POLICE AUTHORITY

QUOTATION FOR THE SUPPLY OF MAPEXTREME SOFTWARE

SCHEDULE OF CLARIFICATION

**Licence Information
(Excluding Maintenance Services)**

1. **Licensee (Clause 1.iv)** West Midlands Police Authority
Lloyd House
Colmore Circus
Queensway
Birmingham
B4 6NQ

 2. **Licensor (Clause 1.v)**

 3. **Title of Description of Program(s) (Clause 1.vi)**

MapExtreme

 4. **Make, Type and Serial Number of Equipment (Clause 1.ii)**

Please state the minimum requirement for a server running
MapExtreme.

 5. **Address of Location(s) (Clause 1.ii, 5 and 7.3)**

Any location in the West Midlands Police force area.

 6. **Date of Delivery (Clause 5)**

Within 7 days of an official order being placed.

 7. **Type of Media (Clause 5)**

CD.

 8. **Documentation (Clause 8.1)**

Only training manuals which are included in the price of the software
are required. There are no specific requirements for any other
documentation.

 9. **Period of Licence (Clause 2)**

Licence period in perpetuity.
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10. **Licence Charges (Clause 3 and 4)**

Payment of £..... in accordance with the payment profile in paragraph 11 of this appendix.

11. **Terms of Payment (Clause 4)**

a) Payment profile is as follows: -

100% upon delivery and receipt of correct invoice

b) The rate of interest to be charged by the Licensor to the Licensee in the event of delays in payment shall be 2% per annum, above the National Westminster Bank Plc base lending rate.

12. **Training (Clause 23)**

None required.

13. **Indemnity and Insurance (Clause 16)**

The liability of either party to the other under Sub-Clauses 16.1 and 16.2 in respect of any one event or series of connected events shall not exceed £5,000,000.

14. **Details of Procedures for and Commencement Date of Acceptance Tests (Clause 6)**

Not applicable.

15. **Special Use - If Applicable (Clause 7.1)**

Software to be used for processing data and sharing information between the Crime and Disorder Partnership, which currently includes the following parties: West Midlands Police, Birmingham City Council, West Midlands Fire Service, Birmingham Youth Offender Service, Probation Service, West Midlands Ambulance Service, Govt Office West Midlands.

This does not contravene the requirements of Clause 7.1

NB All blanks in this Appendix must be filled in and any appropriate deletions made before the Licence is signed.

Maintenance Service

1. **Description of Maintenance Services to be provided (Clause 11)**

(Delete any items not applicable)

- a) Error Correction
- b) Updates and New Releases
- c) Documentation Amendments
- d) Enhancements
- e) Other Services (if applicable)

2. **Maintenance Period (Clause 11)**

The maintenance period will be for an initial period of one year, continuing thereafter until terminated by either party giving 3 months written notice.

3. **Maintenance Charges (Clauses 3 and 4)**

Maintenance charges will be paid in periodic payments annually in advance, the first payment due on acceptance (in accordance with Clause 6) and thereafter at intervals of one year.

NB All blanks in this Appendix should be filled in and any appropriate deletions made before the Licence is signed.

WEST MIDLANDS POLICE AUTHORITY

QUOTATION FOR THE SUPPLY OF MAPEXTREME SOFTWARE

QUESTIONNAIRE

1. CONTRACT ADMINISTRATION

(a) Please state the senior member(s) of staff who would administer any orders, which may result from this Quotation.

NAME:

POSITION:

TEL NO:

EXTENSION:

FAX NO:

E-MAIL ADDRESS

2. COMPANY INFORMATION (STRICTLY CONFIDENTIAL)

COMPANY:

ADDRESS:

POSTCODE:

TELEPHONE NO:

DIRECTORS: (To include Sales and Managing Director)

NAME;

POSITION:

NAME:

POSITION:

NAME:

POSITION:

PRODUCT RANGE:

NUMBER OF EMPLOYEES:

TURNOVER:

COMPANY FORMED IN:

PARENT COMPANY OR GROUP:

REGISTRATION NUMBER:

BANKER's NAME:

ADDRESS:

POSTCODE:

3. REFERENCES

Please list below any other Police Force, Emergency Service or Local Authorities in the UK which your Company currently supply.

CONTACT NAME/ORGANISATION

TEL NO.

FAX NO.

WEST MIDLANDS POLICE AUTHORITY

QUOTATION FOR THE SUPPLY OF MAPEXTREME SOFTWARE

INSURANCE CERTIFICATION FORM

I/We hereby certificate and declare that I /We have taken out such policies of Insurance as I/We are required to do by the Terms of the Contract relating to the above mentioned work.

The following is the name and address of the Insurance Company (not Broker) with which the insurances have been effected.

NAME:

ADDRESS:

SIGNATURE: _____

COMPANY: _____

NAME: _____

DATE: _____

WEST MIDLANDS POLICE AUTHORITY

QUOTATION FOR THE SUPPLY OF MAPEXTREME SOFTWARE

NON COLLUSION CERTIFICATE

We certify that this is a bona fide Quotation, and that we have not fixed or adjusted the amount of the Quotation by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this Quotation any of the following acts:-

- (a) communicate to a person other than the person calling for those Quotations the amount or approximate amount of the proposed Quotation, except where the disclosure, in confidence, of the approximate amount of the Quotation was necessary to obtain insurance premium quotations required or the preparation of the Quotation.
- (b) enter into any agreement or arrangement with any person that he shall refrain from quoting or as to the amount of any Quotation to be submitted.
- (c) offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Quotation or proposed Quotation for the said work any act or thing of the sort described above.

In this certificate the word "person" includes any person or any body in association, corporate or unincorporate; and " any agreement or arrangement" includes any such transaction formal or informal; and whether legally binding or not.

SIGNED: _____

NAME: _____

COMPANY: _____

DATE: _____

WEST MIDLANDS POLICE AUTHORITY

QUOTATION FOR THE SUPPLY OF MAPEXTREME SOFTWARE

FORM OF QUOTATION

I/We the undersigned DO HEREBY UNDERTAKE on the acceptance by the AUTHORITY of my/our Quotation either in whole or in part to carry out the supply of Goods or Services at the prices shown on the attached schedule(s) in accordance with the AUTHORITY'S Licence Agreement and such Specifications and Non Collusive Certificate as are contained or incorporated in the Invitation to Quote.

I/We hereby further declare that I/We will continue to comply from the date of this Quotation until the date of acceptance or rejection thereof, by the Authority, and in the event of acceptance, during the execution of works under the Contract to be entered into between myself/ourselves and the Authority.

And I/We further undertake if required to do so by you to execute a formal Contract to be prepared at your expense, for the proper and complete fulfilment of the terms of the Specification and Licence Agreement, and of this Quotation but unless and until a formal Contract is executed this Quotation together with the Authority's written acceptance thereof shall constitute a binding Contract between us.

I/We agree that this Quotation shall remain open to be accepted or not by the Authority and shall not be withdrawn for a period of 12 weeks from the Quotation return date.

As witness my/our hand this _____ day of _____

(It must be clearly shown whether a person submitting the Quotation is a limited or unlimited liability, duly authorised agent of the Quoting company, statutory corporation, partnership or single individual trading under his own or another name, and also if the person signing is not the actual person, submitting the Quotation in the capacity in which he is employed).

Signature _____

Position held _____

Name & Address of person submitting Quotation

Telephone No: _____

Fax No: _____

Registered office if different from above:-

