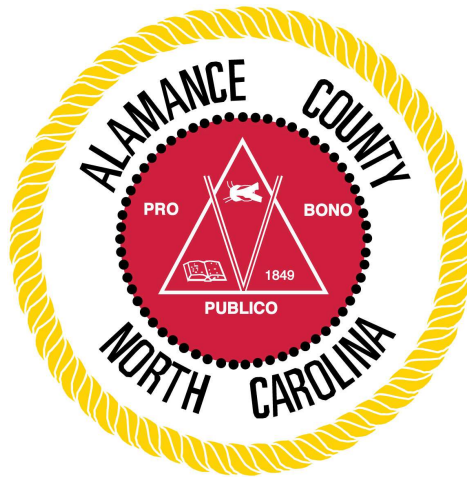




City of Burlington, NC



Alamance County, NC

REQUEST FOR PROPOSALS

RFP # 23-1201

FOR

Public Safety Software

Due Date: December 1, 2023 3:00 p.m.

Prepared with assistance from:
National Public Safety Group



RFP #23 - 1201
For Computer Aided Dispatch, Mobile Data
Records Management, and Jail Management Systems for City of Burlington and Alamance County

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1.0 General Conditions

- 1.1 Intent: It is the intent of both the City of Burlington (hereinafter “City”) and Alamance County (hereinafter “County”) to issue this Request for Proposals (hereinafter “RFP”) to secure a vendor to provide Public Safety Software for the City and County (jointly hereinafter the “Public Entities”), and participating public safety agencies within Alamance County. The following software is required:
- a. Computer Aided Dispatch (CAD) for EMS, Fire, and Law Enforcement
 - b. Mobile Data Software (MDS) for EMS, Fire, and Law Enforcement
 - c. Law Enforcement Records Management System (RMS)
 - d. Jail Management System (JMS)
- 1.2 The agencies using CAD, Law Enforcement RMS, JMS, and/or MDS could include:
- a. Alamance County Sheriff’s Office
 - b. Alamance County Central Communications (911)
 - c. Mebane Police Department
 - d. Haw River Police Department
 - e. Elon Police Department
 - f. Elon Campus Police Department
 - g. Gibsonville Police Department
 - h. ACC Campus Police Department
 - i. Burlington Police Department
 - j. Burlington Communication Center
 - k. Burlington Fire Department
 - l. Burlington Emergency Management
 - m. Graham Police Department
 - n. Graham Fire Department
 - o. Alamance County EMS
 - p. Alamance County Emergency Management
 - q. Alamance County Rescue
 - r. Alamance County Volunteer Fire Departments (11 agencies)
- 1.3 The Public Entities intend to procure the necessary software on behalf of participating governmental agencies (participating entities) with whom they execute Interlocal Agreements or Memoranda of Understanding for a regional CAD/RMS/JMS/MDS program.
- a. The City of Burlington and Alamance County will jointly appoint a Selection Committee to evaluate and select the software Vendor.
 - b. The City of Burlington and Alamance County will jointly appoint a Project Team to oversee software implementation.
- 1.4 No Obligation to Buy: The issuance of this RFP does not obligate the Public Entities to award a contract or otherwise enter into a contract with any proposer to this RFP. The

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Public Entities reserve the right to refrain from contracting with any proposer. The release of this RFP does not compel the Public Entities to purchase.

1.5 All proposals, bids and applications are welcomed. The Public Entities encourage participation by Minority, Women-Owned, and Disadvantaged Business Enterprise firms.

1.6 Infrastructure
 Open to cloud or client server architecture if it meets the outlined needs and is well supported.

- 1.7 Required Forms Attached:
- a. Request for Proposal Acknowledgment Form, Exhibit A
 - b. Addenda Receipt Confirmation, Exhibit B
 - c. Proposal Submission Form, Exhibit C

1.8 Questions regarding this RFP may be submitted to:

Cliff Micham
 National Public Safety Group
 Director of Sales Operations
cmicham@nationalpsgroup.com

1.9 Sealed proposals must be marked “Public Safety Software” and shall be received by the Purchasing Division until the date and time cited. Please submit your proposal to the City of Burlington Purchasing Division, attn: Sonjia Cross at one of the following locations:

Mail: PO Box 1358 Burlington, NC 27216	Hand Deliver: 237 W. Maple Ave. Burlington, NC 27215
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1.10 Tentative Timetable

RFP Issue Date	October 2, 2023
Questions Due Date	October 16, 2023 by 5 pm EST
Answers to questions due	October 20, 2023 by 5 pm EST
Interview Dates if needed	TBD
Submittal Due Date	December 1, 2023 by 3 pm EST
Anticipated Award Date	May 1, 2024

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- 1.11 **At no point are Vendors responding to this RFP allowed to contact anyone at the City, the County, or any public safety agency within Alamance County regarding their project other than the designated single point of contact listed above. Violation of this rule could result in a rejected bid.**
- a. Extra caution is highly recommended to any vendor that is currently doing business with the City, Alamance County, or any public safety agencies located within Alamance County for any different project. If the Vendor is currently doing business with any agency enumerated in Section 1.2 and must communicate with them for that separate purpose, that communication should be managed through National Public Safety Group’s representative listed below. Any questions of impropriety are grounds for rejection from this project.
- Cliff Micham**
National Public Safety Group
Director of Sales Operations
cmicham@nationalpsgroup.com
- 1.12 E-Verify. The Public Entities require that the contractor use the E-Verify system established and maintained by the United States Department of Homeland Security to ensure that all Contractor and subcontractor employees meet the employment eligibility requirements as set forth in the federal laws, rules and regulations and further that the Contractor and subcontractor shall maintain E-Verify records and make them immediately available upon the written request of the Public Entities.
- 1.13 FEDERAL FUNDS: If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):
- a. Equal Employment Opportunity (41 C.F.R. Part 60);
- b. Davis-Bacon Act (40 U.S.C. 3141-3148);
- c. Copeland “Anti-Kickback” Act (40 U.S.C. 3145);
- d. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708);
- e. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387);
- f. Debarment and Suspension (Executive Orders 12549 and 12689);
- g. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
- h. Procurement of Recovered Materials (2 C.F.R. § 200.322); and
- i. Record Retention Requirements (2 CFR § 200.324)

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- 1.14 Information, Discussions, and Disclosures:
- Any information provided by the Public Entities or any Proposer prior to the release of this RFP, verbally or in writing, is considered preliminary and is not binding on the Public Entities or the Proposer.
- The Proposer will not make available, nor discuss, the Request for Proposal (RFP) or any parts of the proposal with any employees, elected officials, or department heads of the Public Entities from the date of issuance of the RFP until after the Submittal Deadline unless approved in writing by the City of Burlington.
- The Proposer will not make available, nor discuss, any cost information contained in the sealed copy of the proposal with any employees, elected officials, or department heads of the Public Entities from the date of issuance of this RFP until the contract has been awarded, unless approved in writing by the City of Burlington.
- 1.15 Vendor guarantees that all software and services provided are available immediately upon contract signing, or as specifically agreed upon contractually.
- 1.16 Vendor guarantees that all software and services sold by the Vendor will be provided by the Vendor's employees, not independent contractors, or any other third party.
- 1.17 The Public Entities reserve the right to reject any or all proposals presented and to waive any informalities and irregularities, in whole or in part, received as a result of this RFP; to waive minor technicalities; or to negotiate with all responsive and responsible Proposers, to serve the best interest of the Public Entities.
- 1.18 Corrections or additions to proposals are acceptable after submission until the proposal deadline date and time listed in Section 1.10 above.
- 1.19 Any Vendor may withdraw its proposal, by written request, at any time prior to the time set for the opening of proposals.
- 1.20 Vendor requirements:
- a. Has been in business with the solutions offered for at least five (5) years.
 - b. Has extensive knowledge and experience in public safety software projects that involve multi-jurisdictional and multi-discipline solutions.
 - c. Specific knowledge and expertise in the interoperability of disparate software systems being interfaced or integrated together.
 - d. The Project Manager must have extensive experience in similar public safety software projects similar in scope and magnitude to this project.
 - i. The Project Manager will require approval by the Public Entities' selected project team.

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- ii. The Project Manager may be required to be interviewed by the Public Entities' project team.
- iii. Any changes in project management staff will require approval by the Public Entities' project team.

1.21 Equal Opportunity

During the performance of their contract, the Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees or applicants for employment, notices setting forth the provisions of their nondiscrimination clause.
- b. The Vendor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of their additional nondiscrimination clause.
- c. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor is an equal opportunity employer.
- d. Notices, advertisements, and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

The City of Burlington does not discriminate against faith-based organizations.

1.22 The Public Entities are not liable for any errors in proposals. Respondents are solely responsible and liable for all errors or omissions contained in their proposals. Respondents will not be allowed to alter proposal documents after the final submittal due date and time. The Public Entities reserve the right to correct obvious errors in proposals. All changes must be coordinated in writing with, authorization by, and be made by, the Purchasing Director.

1.23 Product Endorsement: Contracting with a vendor, as a result of this RFP, will not constitute an endorsement or suggestion by the Public Entities that the Vendor's product or services are the best or only solution. In submitting a proposal, the proposer agrees to make no reference to the Public Entities in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the Public Entities .

1.24 Maintenance of Records: The Vendor will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Vendor shall make available to the Public Entities, or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information

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which the Vendor shall have kept in conjunction with this Agreement and which the Public Entities may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

2.0 Scope of Work

Service shall include the full implementation and acceptance of the following solution, preferably from a software vendor that provides single sign on capabilities:

- 2.1 Computer Aided Dispatch (CAD) for EMS, Fire, and Law Enforcement
- 2.2 Mobile Data Software (MDS) for EMS, Fire, and Law Enforcement
- 2.3 Law Records Management (RMS)
- 2.4 Jail Records Management (JMS)
- 2.5 See [Exhibit G](#) for Technical Requirement Matrix
- 2.6 The Public Entities expect the Vendor to provide all the software necessary for the system to be fully functioning.
- 2.7 The proposed system will be sized to meet the needs of the Public Entities and other participating entities, including a margin for growth. The selected Vendor will assume any costs associated with that growth. A site license for all agencies listed is required.
- 2.8 Where NG 9-1-1 standards are applicable, Vendor shall provide their solutions in a manner consistent with the definition of NG9-1-1 as stated in Congress' latest version of the Next Generation 9-1-1 Act.

3.0 Professional Services

The following services are required:

- 3.1 A thorough discovery will be completed within 60 days of contract signing for all products.
- 3.2 A granular project plan will be completed within 30 days of the Discovery being completed. Completed is defined as complete in detail and the Project Team Manager signs off as satisfactory to the project team.
- 3.3 Project plans cannot be changed without sign-off from the Project Team Manager, other than minor changes which do not affect the project quality, scope of work, or timeline to Go Live and Final System Acceptance.
- 3.4 **Go Live** is defined as the participating entities going live with all the Vendor's solutions, solely using them for their production public safety software system.
- 3.5 **Final System Acceptance** will occur after the completion of the overall System 90-day Reliability Test and a mutually agreeable plan to remedy Level 3 and Level 4 errors has been developed.
- 3.6 **Reliability Testing** - Reliability Testing will be conducted for 30 consecutive days after cutover of each System Component and again for 90 consecutive days in an integrated environment once all System Components are cutover. During Reliability Testing, errors will be classified and remedied as described in the following paragraphs:

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- a. Level 1 Error - Error affects multiple users, critical operations and/or database functionality. Level 1 Errors result in data loss, data corruption, prevented productive use of System Component or System, inoperative servers, or systemic workstation failures. Contractor will have 24 hours to fix and test the problem. Once the problem is resolved, a new acceptance test period will begin. Once the System Component or System operates for the total number of intended consecutive days without a Level 1 Error, the Reliability Test will be completed for that System Component or the System.
 - b. Level 2 Error — Error affects productive use and operations of the System Component or System, or System or System Component does not meet performance or availability standards. A procedural work-around accepted by the Agency is not available. Vendor will have 24 hours to fix and test the problem. Once problem is resolved, a new acceptance test period will begin. Once the System Component or System operates for the total number of intended consecutive days without a Level 2 Error, the Reliability Test will be completed for that System Component or the System.
- 3.7 It will be expected that the participating entities' identified build team will be thoroughly trained. Training will include:
- a. Thorough training before building the system, so it is built and configured with as much knowledge from participating entities as possible.
 - b. Training necessary to understand system architecture, system configuration, interface configurations, data import/export capabilities and workflow configurations and approval processes.
 - c. Training each CAD, RMS, and JMS user
 - d. Train the trainer for MDS
 - e. Post Go Live – It will be expected for the Vendor to come onsite 6-12 months after Go Live. The Vendor will perform a Business Process Review (BPR) to determine what the participating entities are doing well, what they are not doing well, and what functions they are not using at all. The Vendor will create a plan to train the participating entities' trainers, so the trainers can help improve the use of the system, which will improve officer and public safety.
 - f. There should be two weeks of services planned for this event. If both weeks are not used during the first 12 months, the Public Entities will be required to use the unused portion in the next twelve-month period.
- 3.8 Interfaces and conversion work will be required to begin as soon as a project plan is signed off on.
- 3.9 The Vendor will provide a Pre-Go Live checklist and be onsite to assist in the preparation of Go Live.
- 3.10 The Vendor will provide adequate on-site support for the Go Live date(s) and after as is appropriate for the safe and stable operation of their software solution.

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- 3.11 Documentation required from the vendor will be:
- a. User manuals
 - b. Configuration documents
 - c. Data dictionary
 - d. Interface Control Documents (ICDs), which will be required for the contract
 - e. System Administrator documentation if available
 - f. Access to any online video training available
 - g. Help Desk instructions for end users

4.0 Proposal format, instructions, and questions to answer:

A hard copy along with copy on flash drive must be submitted and received by the proposal [submission deadline](#).

- 4.1 Proposals must be submitted by the [proposal deadline](#) in Section 1.10 above.
- 4.2 Proposal responses cannot be more than 250 pages, using a minimum of 11 point, Calibri font.
- 4.3 Proposals should be organized and tabbed as outlined below:
- a. Executive Summary
 - b. Overview of Corporate History, Relevant Experience, and Organizational Chart
 - c. Proposed Solution
 - d. Pricing
 - e. Other Required Documents
- 4.4 Unless otherwise specified all formal proposals submitted shall be binding for one hundred eighty (180) calendar days following closing date unless extended by mutual consent by both parties. However, once an award to the selected vendor has been made, and a contract process started, the amount of the contract cannot be changed, unless the scope of work changes or another 180 days passes.
- 4.5 Proposals will include a letter from Vendor stating why the Public Entities should use Vendor's firm.
- a. Include statement that the one who signs the letter has the authority to submit the proposal offered.
- 4.6 Proposals will preferably be software, hardware, and services, with travel costs for the Vendor included as a 'not to exceed' amount.

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- 4.7 Detailed description of the Vendor's firm to include:
- a. Full name, address, telephone, and email address of the organization
 - b. Name and position of corporate officers
 - i. If multiple divisions, name officers from Headquarters and the division that provides public safety software
 - c. Name of account representative and how long they have been at your company
 - d. Date established
 - e. Background of firm and all services offered by the Vendor
 - f. Number of employees
 - g. If the Vendor works outside of the United States
 - h. Ownership type (public company, partnership, subsidiary, sole proprietorship, etc.)
 - i. If incorporated, state of incorporation must be included
 - j. Provide Vendor's Annual Report for the previous two fiscal years. Vendor must also include independently audited financial statements for the most recently completed fiscal year (ex: Balance Sheet, Profit and Loss Statement, and Income Statement). If audited financial statements are not available, please provide un-audited financial statements along with a certification from the Vendor's accountant that the information accurately reflects the Vendor's current financial status. If the Vendor is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the Vendor's current financial status.
 - k. If multiple owners, percentage of ownership by owner
 - l. Mission statement and goals of the company
- 4.8 Describe the solution's architecture in detail, to include full redundancy capabilities for a PSAP. Please also include why you recommend this particular architecture for the Public Entities and other participating entities.
- a. Client/Server
 - i. Please provide recommended high availability and disaster recovery model
 - b. Cloud hosted
 - i. Please provide suggested redundancy
 - ii. Please provide how system is updated
 - c. Cloud native
 - i. Explain which cloud provider your solution is hosted in and which cloud tools will benefit the users for redundancy and resiliency
- 4.9 How do you incorporate the project team's feedback into your solution design/roadmap?
- 4.10 What is your process to implement software updates? What is the frequency of updates?
- 4.11 What is your organizational vision for your public safety software solutions in the next three to five years?

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- 4.12 Response to technical specifications - See (Exhibit G, attached as separate excel spreadsheet)
- 4.13 Explanation of how your firm will approach each stage of the project – your methodology for:
- a. Discovery
 - b. Project plan – provide Sample Project Plan for our Scope of Work
 - c. Include what project planning tools your company uses for the project plan and communications.
 - d. Implementation practices
 - e. Change Management plans and practices
 - f. GIS approach and maintenance plan
 - g. Pre-Go-Live performance and load testing plan
 - h. Specific training methodology
 - i. Go-Live set up and support – include how long and how many subject matter experts/implementation consultants you will have on site for each product
 - j. Post Go-Live delivery of outstanding deliverables
 - k. Include what is typically not completed by initial Go-Live – specific items such as conversion, Questionnaire interfaces, Video interfaces, specific modules, etc.
 - l. Cybersecurity practices and any audits performed:
 - i. Provide if your system has a SOC 2 Type 2 audit or similar
 - ii. Include if any of the software provided at your firm has been compromised by ransomware or hacking of any type
 - iii. Provide if you have any cybersecurity specialists assigned to the division that supports product design and implementation
 - iv. Provide what type of cybersecurity exercises you perform to find vulnerabilities in your system:
 - a) Penetration testing, hiring outside ethical hackers to find vulnerabilities, etc.
- 4.14 References - should include:
- a. All agencies implemented **and** sold in the last 3 years
 - i. At the top of the reference list should be:
 - a) Agencies and projects similar in size and scope
 - b) Agencies located in North Carolina
 - b. Date of contract
 - c. Date(s) of go-live (Dates if phased approach)
 - d. State
 - e. Agency
 - f. Contact name, rank/title, email, direct phone
 - g. Number of end users
 - h. Number of agencies using system
 - i. Products used
 - j. Calls for service per year
- 4.15 List of all contracts in the last five (5) years which were cancelled and state reason.

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- 4.16 List of any litigation, arbitration or civil disputes between any public safety clients and your firm, your owners, or your employees
- a. Statement signed by representative of your firm that your answer to this request is true and accurate – preferred owner, attorney, or C-level executive to sign.
- 4.17 Cost proposal to include:
- a. All costs for the purchased system to be fully implemented
 - b. Ongoing costs for additional 4 years, to include any annual increase percentage
 - c. Contract with the Public Entities will **not allow** an annual increase that exceeds 3% for this contract or future contracts. Please state if this will not be adhered to.
 - d. Any hardware recommendations and costs
 - e. All pricing in your cost proposal must be a ‘not to exceed’ price
 - f. Infrastructure requirements outside of scope, but that may be a requirement must be provided, i.e.: wired or wireless bandwidth requirements, recommended number of monitors, etc.
 - g. Outline any future costs after go-live for updates, upgrades, platform changes
 - h. Services and travel for 80 hours of onsite services for annual BPR and/or training (mentioned in 3.7(e) above.)
 - i. The cost of the Vendor’s annual training conference is to be included in their annual maintenance
- 4.18 Outline service level agreement (SLA) for all levels of support from minor questions to catastrophic failures of all proposed solutions. Include:
- a. Explanation of support tiers – Level 1, 2, 3, etc.
 - b. Support day and times for all products
 - c. Emergency support provisions
 - d. What constitutes a response of onsite support?
 - i. Specifically describe procedures if any of the proposed solutions crash
 - e. Does anything include additional fees outside of maintenance costs?
 - f. Escalation procedures
 - g. If there is any difference in support levels based on dollar amounts?
 - h. Include optional cost (if any) for a full-time onsite support representative that can assist in technical issues, training new hires, escalate issues, assist with upgrades, etc.
- 4.19 List of employees to be involved in the project to include:
- a. Short Bio (Project Manager should include resume)
 - b. Experience
 - c. Their specific role in the project
 - d. How long they have been at your company
 - e. List of all projects they have worked in the last five (5) years
 - f. Any project members must be approved by the project team

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5.0 Evaluation Procedure

- 5.1 A selection committee, consisting of representatives from the City of Burlington, Alamance County, and selected representatives from other participating entities, shall review the proposals submitted. After each proposal has been evaluated on the basis of the Vendor's approach to meeting the participating entities' needs, short-listing procedures will narrow the list of candidates to the most qualified firms. Each of these firms may then be invited to an interview(s), at which time the firm will be given an opportunity to present its proposal, possibly to provide a demonstration(s) of its software, and to answer questions of the selection committee.
- 5.2 Your proposal will be evaluated using the following criteria:
- a. Technical Matrix – The features and functions that will make the participating public safety agencies work in a more efficient way, and in a way that increases officer and public safety (Exhibit G, attached as separate excel spreadsheet)
 - b. References
 - c. ***Project implementation methodology AND sample project implementation plan***
 - d. Timeliness of implementation and response times of support after go-live (from your response as well as references)
 - e. Qualifications of individuals assigned to our account
 - f. Cost proposal
 - g. Company history, company stability and financial stability
 - h. Responsiveness to the Public Entities' needs during this RFP process
 - i. Knowledge of our State's requirements for public safety software
 - j. Agreement for insurance and contract terms and conditions
 - k. Any other knowledge we find during this due diligence period, which can come from news in the industry, partner agencies providing us information, and any other means we can find to make an educated choice.
- 5.3 Award Procedure
- a. The selection committee will make a recommendation of the top-ranked respondent. The Public Entities may elect to make an award without conducting formal interviews if one firm is determined to be the most qualified. The Public Entities are not required to make an award. The awarded vendor may be lowest cost OR best fit.

6.0 Laws, Codes, and Standards

- a. The Vendor, its officers, agents, and employees, in the performance of their agreement shall comply with all applicable statutes and laws of the United States and our State, the ordinances of the City of Burlington and Alamance County, and the applicable rules and regulations of the participating agencies.
- b. Permits – The Vendor shall, at their own expense, secure any business or professional

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licenses, permits, or fees required by the City of Burlington, Alamance County, and participating entities.

7.0 Vendor's Relationship to the Public Entities

- a. Assignment - The Vendor shall not assign or transfer any of its rights, duties, benefits, obligations, liabilities, or responsibilities under their contract without the written consent of the Public Entities, which can be withheld for any reason. Assignments to banks, trust companies or other financial institutions for the purpose of securing bonds may be made without the consent of the Public Entities. If allowed, assignment of the contract shall not be valid unless the assignment expressly provides that the assignment of any of the Vendor's rights or benefits under the contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under their contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, and equipment.

8.0 Responsibilities of the Public Entities

- a. The City, in consultation with Alamance County, will designate a Project Manager to act as its representative with respect to the services to be rendered under any subsequent agreements. Such person shall have authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to the Vendor's services for the project.
- b. The Public Entities may also have a Professional Consultant act on behalf of the participating entities to perform Project Management services. If this is done, the Consultant will be acting on behalf of the Public Entities and make all final decisions in the case of any conflicts. The Vendor will be required to work with the Consultant, as the Consultant represents the best interests of the City of Burlington, Alamance County, and the remaining participating entities.
- c. Shall assist the Vendor by placing at their disposal all reasonably available information pertinent to the project.
- d. Guarantee access to and make all provisions for the Vendor to enter upon public and private property as required for the Vendor to perform their services under their agreement, as long as their presence does not violate any rules or laws that govern the participating entities and does not create an unnecessary risk for the participating entities or any investigations they are performing.

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- e. Give prompt written notice to the Vendor whenever the Public Entities observe or otherwise becomes aware of any development that might adversely affect Vendor's services.

9.0 Insurance

- a. The Vendor, prior to commencing work, shall provide at their own expense, the following insurance to the Public Entities, evidenced by certificates of insurance. Each certificate shall require that notice be given thirty (30) days prior to cancellation of material change in the policies Public Entities. No change can be made for a reduction in coverage for any mandates listed in this RFP.
- b. Workers Compensation including Occupational Disease and Employer's Liability Insurance: The Vendor shall take out and maintain during the life of the Contract, Workers' Compensation and Employer's Liability Insurance for all of their employees to be engaged in work on the project under their Contract in an amount of \$1,000,000 and no less than the minimum allowed by the State, and in case any such work is sublet, the Vendor shall require the Subcontractor (if approved) similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in such work.
- c. Comprehensive General Liability Insurance: The Vendor shall maintain during the life of the Contract comprehensive general liability insurance as shall protect the Vendor and the City, Alamance County, and any and all participating jurisdictions and their officers, agents, employees, and consultants representing the City, Alamance County, and any and all participating jurisdictions from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be not less than a combined single limit of \$2,000,000.00 per occurrence on bodily injury and property damage and \$4,000,000.00 aggregate on completed operations. The comprehensive general liability insurance shall provide the following:
 - i. Comprehensive
 - ii. Premises – Operational
 - iii. Products/Completed Operations Hazard
 - iv. Contractual Insurance
 - v. Independent Vendor and Subcontractor
 - vi. Broad Form Property Damage
 - vii. Personal Injury
- d. Automobile liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence. Their insurance shall include bodily injury and property damage for the following vehicles:
- e. Owned Vehicles

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- f. Non-owned Vehicles
- g. Hired Vehicles
- h. Professional liability insurance appropriate to the Vendor's profession in an amount no less than \$1,000,000 per occurrence. Their coverage may be written on a "claims made" basis and must include coverage for contractual liability. The professional liability insurance required by their Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under their Agreement or any subsequent agreements for annual maintenance or SaaS fees for the same system. The insurance must be maintained for at least 3 consecutive years following the completion of Vendor's services or the termination of their Agreement and any subsequent agreements for additional years of annual maintenance or SaaS fees on the same system.
- i. Cyber Liability: At all times during the performance of the Services under their Agreement, and any subsequent agreements of annual maintenance or SaaS fees for their system, Vendor shall maintain cyber liability insurance with limits of \$3,000,000 per occurrence, providing protection against liability for: (1) privacy breaches (including liability arising from the loss or disclosure of confidential information no matter how it occurs); (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; and (5) unauthorized access to or use of computer systems. Cyber liability insurance shall not include any exclusion or restriction for unencrypted portable devices or other media.
- j. Required Endorsement: Additional Insured: the City of Burlington, Alamance County, their elected and appointed officials, officers, employees, and agents shall be named as additional insured.

10.0 Contract

- a. Include a copy of Vendor's proposed contract with all necessary exhibits for review
- b. Include Insurance Certificate (the Public Entities are not required to be on the COI for RFPs, but will be required for the contract.)
- c. Form W-9 is required
- d. Include how milestone payments are offered by your firm
- e. The entire system shall include a twelve (12) month warranty beginning at Sign-Off
- f. Indemnification
- g. The Vendor is an independent Vendor and not the agent or employee of the Public Entities . No liability shall attach to the Public Entities for entering into this contract or because of any act or omission of the Vendor except as expressly provided.
- h. The Vendor agrees to defend, indemnify and hold the City, Alamance County, and any and all participating jurisdictions and their Consultant(s), when used on the project, harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by the Vendor, its agents or employees to the fullest extent permitted by law. The Vendor's duty to indemnify the City, Alamance County, and any and all participating jurisdictions and their Consultant shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, Alamance County, and any and all participating jurisdictions or Consultant, their agents or employees. The

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Vendor's duty to indemnify the City, Alamance County, and Consultant for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the City, Alamance County, and any and all participating jurisdictions or Consultant, their elected officials, agents, or employees, and (b) Vendor, its agents or employees shall apply only to the extent of negligence of the Vendor or its agents or employees. Vendor's duty to defend, indemnify and hold the City, Alamance County, and any and all participating jurisdictions harmless shall include, as to all claims, demands, losses and liability to which it applies, the City, Alamance County, and any and all participating jurisdictions 's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

- i. The Vendor's indemnification shall specifically include all claims for loss liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights or third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.
 - ii. Vendor further agrees that this duty to indemnify the Public Entities, including but not limited to any immunity of Vendor for liability for injuries to Vendor's workers and employees, and Vendor hereby waives any such immunity for the purpose of this duty to indemnify the Public Entities .
- i. This Contract may be terminated at any time by mutual written consent, or by the Public Entities , with or without cause, upon giving thirty (30) days written notice. The Public Entities, at their convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the Public Entities shall be liable only for payment under the payment provisions of this Vendor for services rendered and accepted material received by the Public Entities before the effective date of termination. The Public Entities reserve the right to terminate the whole or any part of this Contract due to the failure of the Vendor to carry out any term or condition of the Contract. The Public Entities will issue a written thirty (30) day notice of default to the Vendor for acting or failing to act as specified in any of the following:
 - o The Vendor provides personnel that do not meet the requirements of the Contract;
 - o The Vendor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
 - o The Vendor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;
 - o The Vendor fails to furnish the required service and/or product within the time stipulated in the Contract;
 - o The Vendor fails to make progress in the performance of the requirements of the Contract;
 - o The Vendor gives the Public Entities a positive indication that the Vendor will not or cannot perform to the requirements of the Contract.

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Each payment obligation of the Public Entities created by this Contract is conditioned upon the availability of local, State, and/or Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the Public Entities and available for the continued purchase of the services provided under this Contract, this Contract may be terminated by the Public Entities at the end of the period for which funds are available. The Public Entities will endeavor to notify the Vendor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the Public Entities in the event this provision is exercised, and the Public Entities shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

CANCELLATION OF AWARD: The Public Entities reserve the right to cancel an award, in whole or in part, if an agreement has not been entered into by both parties or if new regulations or policy makes it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. If no contract can be agreed to, funds may be de-obligated immediately.

11.0 Exclusive Remedies and Limitations

- a. For purposes of the exclusive remedies and limitations of liability, the Vendor will include itself, its parent, subsidiaries and their affiliates, and the directors, officers, employees, agents, representatives, Subcontractors, and suppliers of all of them; and “damages” will refer collectively to all injury, damage, or loss incurred.
- b. The Vendor’s entire liability and the Public Entities’ exclusive remedies for any damages caused by any product defect or failure arising from the performance or non-performance of any work or service, regardless of the form of action whether in contract, tort, including negligence, strict liability or otherwise, will be:
 - i. For infringement, the remedies stated in “Royalties, Patents, and Licenses” section.
 - ii. For failure of purchased equipment, the associated telecommunications or computer operating system software during warranty period, or failure of other software of the Vendor, the remedies stated in the initial purchase agreement.
 - iii. For delays in the cutover date, the Vendor will have no liability unless the cutover date is delayed by more than 30 days by causes not attributable either to the Public Entities or the Vendor, in which case, the Public Entities will have the right as sole remedy, to cancel the order without incurring cancellation charges.
 - iv. For damages to real or tangible personal property or for bodily injury or death to any person negligently caused by the Vendor, in whole or in part, the Vendor’s right to proven damages.
 - v. For claims other than those set out above, the Vendor’s liability will be limited to direct damages which are proven in an amount not to exceed the value of the purchase or \$1,000,000 whichever is greater.

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- c. Any and all litigation arising between the parties will be governed by the State of North Carolina. Venue shall be the Superior Court of Alamance County, NC or The Middle District of North Carolina, Greensboro Division.
- 11.1 If services are to be discontinued, the Vendor shall cooperate with the City, the County, and any other participating entities to ensure that vital public safety services experience no interruption. If solicitation results in multiple awards, awardees shall work cooperatively, using all reasonable efforts to ensure that vital public safety services experience no interruption.
- 11.2 The contract will have the cost to bring the system into full operation as follows: Not less than 12 months after the system has achieved go-live and sign off, the annual maintenance or annual subscription fee can be invoiced.
- 11.3 A piggyback clause will be required to be in the agreement, such as: Piggybacking: To the extent allowed, if at all, by the laws of the State of North Carolina, that any public procurement unit, within or without the State of North Carolina, is permitted under applicable law to purchase services, supplies, materials, equipment, and other personal property under the terms of a contract entered into by another awarding or sponsoring public procurement unit pursuant to the process commonly known as “piggybacking,” the Parties hereby consent thereto and, to the extent permitted under applicable law, hereby extend their option to other public procurement units for the items and services that are the subject of their Agreement. Governmental entities wishing to use their Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Vendor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of their Contract a Contract clause that will hold harmless the Agency and their employees from all claims, demands, actions, or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of their Contract. Failure to do so will be considered a material breach of their Contract and grounds for immediate Contract termination. The Public Entities make no guarantee of usage by other users of their Contract.

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EXHIBIT A
REQUEST FOR PROPOSALS ACKNOWLEDGEMENT FORM

The Service Provider hereby certifies receipt of the Request for Proposals package for the Public Entities, "Solicitation of Public Safety Software". This form should be completed upon receipt of the Request for Proposals package and email or mail to the City of Burlington. Please email the completed Request for Proposals Acknowledgement Form to the attention of:

Sonjia Cross
City of Burlington Purchasing Division
237 W Maple Avenue, P.O. Box 1358
Burlington, NC 27216
Email: scross@burlingtonnc.gov

Date: _____

Authorized Signature: _____

Title: _____

Propose Name: _____

Please check the appropriate space provided below and provide the requested information:

We plan to submit a Proposal in response to "Solicitation of Public Safety Software"

Primary Contact Name: _____

Contact E-mail address: _____

Contact telephone: _____ Fax number: _____

Secondary Contact Name: _____

Contact E-mail address: _____

Contact telephone: _____ Fax number: _____

We do not plan to submit a Proposal in response to "Solicitation of Public Safety Software "

Reason: _____

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EXHIBIT B
ADDENDA RECEIPT CONFIRMATION FORM

Solicitation of Public Safety Software

ADDENDUM#:

DATE:

I certify that this proposal complies with the General and Specific Specifications and Conditions issued by the Public Entities except as clearly marked in the attached copy of all addenda for this RFP. It is the responsibility of the Proposer to be sure they have reviewed all the addenda associated with this RFP.

(Please Print Name)

Date

Authorized Signature

Title

Proposer Name

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EXHIBIT C
PROPOSAL SUBMISSION FORM

Solicitation of Preparation of Public Safety Software

This Proposal is submitted by:

Proposer: _____

Signed: _____

Name: (Typed) _____

Address: _____

City/State/Zip: _____

Telephone: _____
(Area Code) Telephone Number

Facsimile: _____
(Area Code) Telephone Number

It is understood by the Proposer that the Public Entities reserve the right to reject any and all proposals, to make awards on all items or on any items according to what is in the best interest of the Public Entities, to waive formalities, technicalities, to recover and rebid this RFP.

Service Provider

Date

Name (Please type or print name)

Authorized Signature

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EXHIBIT D
RFP COST PROPOSAL SHEET
(attached as separate Excel spreadsheet)

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EXHIBIT E
Iran Divestment Act Certification

RFP # _____

Name of Vendor or Bidder: _____

IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature	Date
-----------	------

Printed Name	Title
--------------	-------

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address <http://www.nctreasurer.com/iran> and will be updated every 180 days.

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EXHIBIT F
Non-Collusion Affidavit

Pursuant to the provisions of G.S. 143-54 under penalty of perjury, the signer of the proposal certifies this proposal has not been arrived at collusively or otherwise in violation of Federal or North Carolina Antitrust laws. The owner or an officer of the firm must sign all proposals.

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EXHIBIT G

TECHNICAL REQUIREMENT MATRIX

(attached as separate Excel spreadsheet)