



City of Danville, Virginia

PO Box 3300
Danville, VA 24543

427 Patton Street, Rm 304
Danville, VA 24541

J. Gary Via, CPPO
Director of Purchasing

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REQUEST FOR PROPOSAL

Bid No.: RFP 22-23-042

Title: "Public Safety Software"

RFP Conference: A Pre-Bid Virtual Conference will be held on November 30, 2022. Email Inez Rodenburg, Chief Information Officer to request a meeting invite at inez.rodenburg@danvilleva.gov

Submission Date: Sealed proposals shall be accepted no later than **Tuesday, January 10, 2023, by 5:00PM** at the Purchasing Department, 427 Patton Street, Room 304, Danville, VA 24541

Direct Inquires to: Carol Henley, Acting Director of Purchasing
(434) 799-6528 option #3

See Attached for Bid Specifications - Exhibit A

The undersigned Proposer acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. _____ Dated _____

No. _____ Dated _____

Company Name _____ Date _____

Address _____

Signature _____

Zip Code _____

Affix Company Seal
(if applicable)

Signature (Printed) _____

Title _____

Phone _____ Fax _____

Commonwealth of VA Contractor License # _____

City of Danville business license # _____

Commonwealth of VA State Corporation Identification # _____

REQUEST FOR PROPOSALS

EVENT #22-23-042

Led by

The City of Danville
Virginia

For the

Danville Police and Fire Departments



For

Public Safety Software

Proposals shall be submitted no later than January 10, 2023, at 5:00pm ET

Prepared with assistance from:
National Public Safety Group



November 15, 2022



1.1 General Conditions

1.2 Intent: It is the intent of their RFP to secure a vendor to provide Public Safety Software for:

- a. Computer Aided Dispatch for Fire, Police, and EMS (CAD)
- b. Law Enforcement Records Management System (LERMS)
- c. Jail Management System (JMS)
- d. Mobile Data System for Fire, Police, and EMS (MDS)

1.3 The Agency's preference is to procure an integrated CAD/LERMS/JMS/MDS solution from a single Vendor. However, Vendors may bid only a single solution or multiple, but not all, solutions. If a single integrated solution is not found among the responses, the Agency will consider a best of breed approach.

1.4 The agencies using CAD, RMS, and JMS:

- a. CAD – Danville Fire Department (DFD)
- b. RMS – Danville Police Department (DPD)
- c. JMS – Danville Police Department (DPD)

1.5 Infrastructure

- a. Open to cloud or client server architecture IF they meet the needs of the Consortium.

1.6 Information regarding their Request for Proposals (RFP) can be obtained by visiting the Agency's website at:

- a. <https://www.danville-va.gov/Bids.aspx>

1.7 Questions regarding this RFP may be submitted to:

Carol Henley
purchasing@danvilleva.gov

1.8 **Sealed Proposals** must include **a thumb drive and mailed to:**

City of Danville
Purchasing Department
ATTN: Carol Henley
427 Patton Street. Room 304
Danville, VA 24541

1.9 Submittals are due on the below date and time, local time. Only the names of the companies who have submitted bids will be published on the Agency's website. All dates below are subject to change as needed.



1.10 Submissions and Response Schedule

RFP Issuance	November 15, 2022
Pre-Bid Meeting (Virtual Only) Email: Inez Rodenburg, Chief Information Officer for meeting invite: inez.rodensburg@danvilleva.gov	November 30, 2022, at 10:00AM
Questions Period Closes	December 6, 2022, at 5:00PM
RFP Submission Deadline	January 10, 2023, at 5:00PM
RFP Review/Interviews (If needed)	TBD
Anticipated Contract Intent to Award Notification	TBD
Anticipated Start Date(s) may vary	TBD

1.11 At no point are Vendors and Vendors responding to their bid allowed to contact anyone at the Agency regarding their project other than the designated single point of contact listed above, and violation of their rule can result in a rejected bid.

- a. Extra caution is highly recommended to any vendor that is currently doing business with the Agency for any different project. If Vendor is currently doing business with the Agency, 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 their project.

Buck Mims

National Public Safety Group

CEO

bmims@nationalpsgroup.com

- 1.12 Vendor guarantees that all software and services provided are available immediately upon contract signing, or as specifically agreed upon in a contract.
- 1.13 Vendor guarantees that all software and services sold by the vendor will be provided by the Vendor’s employees, not temporary Vendors, independent Vendors, or any other 3rd party.
- 1.14 The Agency reserves the right to accept or reject any and all proposals, 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 Agency.
- 1.15 Corrections or additions to proposals are acceptable after submission until the proposal deadline date and time listed in Section II above.
- 1.16 The Agency reserves the right to ask follow-up questions to clarify responses as needed, after submission.



- 1.17 Any Vendor may withdraw its proposal, by written request, at any time prior to the time set for the opening of proposals.
- 1.18 Vendor requirements:
- a. Has been in business with the solutions offered for over 2 years
 - b. Has extensive knowledge and experience in public safety software projects that involve multi-jurisdictional, 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 magnitude to this project
 - i. The Project Manager will require approval by the agency
 - a. The Project Manager may be required to be interviewed by the agency
 - i. Any changes in project management staff will require approval by the agency
- 1.19 Equal Opportunity
- b. During the performance of their contract, the Vendor agrees as follows:
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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 their article.
 - g. The Agency does not discriminate against faith-based organizations.
- 1.20 The Vendor shall be solely responsible and liable for the accuracy and completeness of all work performed hereunder and hereby agrees to indemnify, defend and hold harmless the Agency, its officers, employees and consultants representing the Agency, from and against any and all claims, demands, actions, suits and proceedings arising out of, based upon or caused by the negligent acts, omissions or errors of, or the infringement of any copyright or patent, by the Vendor, its officers, agents, employees or subcontractors, in the performance of their Agreement. The approval or acceptance by the Agency of any work performed by the Vendor, its officers, agents, employees or subcontractors, under their Agreement, or any part of such work, shall neither constitute nor be deemed a release from the responsibility or liability of the Vendor, its officers, agents, employees or subcontractors, for the accuracy, completeness, timeliness, and competency thereof, or negligence with respect thereto, nor shall such approval or acceptance constitute or be deemed an assumption by the Agency of the responsibility and



liability for the accuracy, completeness or competency of such work, or any negligence in the performance thereof.

2.1 Scope of Work

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

2.2 Computer Aided Dispatch for Law Enforcement, Fire and EMS (CAD)

2.3 Law Enforcement Records Management Software (LERMS)

2.4 Jail Management System (JMS)

2.5 Mobile Data Software (MDS)

2.6 See Exhibit A for Technical Specifications

2.7 The Agency expects the Vendor to provide all the software necessary for the system to be fully functioning.

2.8 The proposed system will be sized to meet the needs of the Agency 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.

2.9 Where Ng9-1-1 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.

3.1 Professional Services

3.2 **REQUIREMENT:** A thorough discovery will be completed within 60 days of contract signing for all products.

3.3 **REQUIREMENT:** A granular project plan will be completed within 30 days of the Discovery being completed. Completed is defined as complete in detail and the agency project manager signs off as satisfactory to the Agency.

3.4 Project plans cannot be changed without sign off from the Agency's Project Manager, other than minor changes which do not affect the project quality, scope of work, or timeline to Go Live and Final System Acceptance.

3.5 **Go Live** is defined as the Agency going live with all the Vendor's solutions, solely using them for their production public safety software system

3.6 **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.

3.7 **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:

- 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.

3.8 It will be expected that the Agency's 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 agency knowledge 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 user
- d. Train the trainer for RMS, JMS, and Mobile
- 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 agency is doing well, what they are not doing well, and what functions they are not using at all. They will create a train the trainer plan to train the Agency's trainers, so the trainers can help improve the Agency's use of the system, which will hopefully improve officer and public safety.
 - i. There should be two weeks of services planned for this event. If both weeks are not used during the first 12 months, the Agency will be required to use the unused portion in the next twelve-month period.

3.9 Work on interfaces and conversions will be expected to be begin as soon as a project plan is signed off on, especially state and federal interfaces known to take extra time to complete.

3.10 The Vendor will provide a Pre-Go Live checklist and be onsite to assist in the preparation of Go Live.

3.11 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.

3.12 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. Explanation of Help Desk processes and instructions for end users



4.1 Proposal format, instructions, and questions to answer

A sealed mailed copy must be submitted and received by the proposal submission deadline.

- 4.2 Proposals must be submitted by the proposal deadline in Section 1 above
- 4.3 Proposal responses cannot be more than 250 pages, using 12 point, Calibri.
- 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 Late proposals will not be accepted, regardless of cause or reason. Any late proposal will not be considered. It is the Vendor's sole responsibility to ensure their bid is received on time.
- 4.6 Proposals will include a letter from Vendor stating why the Agency should use Vendor's firm
 - a. Include statement that the one who signs the letter has the authority to submit the proposal offered to the Agency.
- 4.7 Proposals will preferably be software, hardware, and services, with travel costs for the Vendor included as a 'not to exceed' amount.
- 4.8 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 Proposer's Annual Report for the previous two. Proposer must also include independently audited financial statements for the most recent 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 Proposer's accountant that the information accurately reflects the Proposer's current financial status. If the Proposer 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 Proposer's current financial status.
 - k. If multiple owners, percentage of ownership by owner
 - l. Mission statement and goals of the company



4.9 Describe your solutions architecture in detail, to include full redundancy capabilities for a PSAP. Please also include why you recommend this particular architecture for the Agency and associated customer agencies to rely on.

- 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 agency for redundancy and resiliency

4.10 How do you incorporate agency feedback into your solution design/roadmap?

4.11 What is your process to implement software updates? What is the frequency of updates?

4.12 What is your organizational vision for your CAD/RMS/Mobile/JMS solutions in the next three to five years?

4.13 Response to technical specifications - See Exhibit A

4.14 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 for the Agency
- h. Training methodology – be specific
- 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 – CAD, RMS, Mobile
- 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 in RMS, 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.

4.15 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 in our State
 - b. Date of contract
 - c. Date(s) of go live (Dates if phased approach)
 - d. State
 - e. Agency
 - f. Contact name, rank, email, direct phone
 - g. Number of end users
 - h. Number of agencies using system
 - i. Products used
 - j. Calls for service per year
 - k. Number of Jail beds
- 4.16 List of all contracts in the last 5 years which were cancelled and state reason.
- 4.17 List of any litigation, arbitration or civil disputes with any public safety agencies and your firm, your owners, or your employees
- a. Statement signed by representative of your firm that your answer to their request is true and accurate – preferred owner, attorney, or C-level executive to sign.
- 4.18 Cost proposal to include:
- a. All costs for the purchased system to fully implemented
 - b. Ongoing costs for additional 4 years, to include the annual increase percentage
 - c. Contract with the Agency 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 are required, 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
- 4.19 Outline service level agreement (SLA) for all levels of support from minor questions to catastrophic failures of CAD. 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 CAD and/or Mobile crashes
 - 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.

4.20 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 5 years
- f. Any project members must be approved by the Agency

5.1 Evaluation Procedure

5.2 A selection committee, consisting of representatives from the Agency, shall review the proposals submitted. After each proposal has been evaluated on the basis of the Vendor's approach to meeting the Agency's 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, at which time the firm will be given an opportunity to present its proposal, possibly to provide a demonstration of its software, and to answer questions of the selection committee.

5.3 Your proposal will be evaluated using the following criteria:

- a. Technical Matrix – The features and functions that will make the Agency's public safety agencies work in a more efficient way, and in a way that increases officer and public safety (Exhibit A)
- b. References
- c. ***Project implementation methodology AND sample project implementation plan***
- d. Timeliness of implementation and response times of support after go-live (found you're 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 Agency's 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.

6.0 Award Procedures

The selection committee will make a recommendation of the top-ranked respondent. The Agency may elect to make award without conducting formal interviews if one firm is determined to be the most qualified. The Agency is not required to make an award. The awarded vendor may be lowest cost OR best fit.



7.1 Laws, Codes & Standards

- 7.2 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 Agency, and the applicable rules and regulations of the agencies of each.
- 7.3 Permits – The Vendor shall, at their own expense, secure any business or professional licenses, permits, or fees required by the Agency.
- 7.4 The Vendor will otherwise comply with all other applicable provisions of local, State, and Federal law.

8.1 Vendor's Relationship to the Agency

- 8.2 Subcontracting - Vendor may not subcontract services to be performed hereunder. As there are times where there is an exception to rules, should there be an exception made, Vendor may not subcontract services without the prior approval of the Agency. If approved, no such approval will be construed as making the Agency a part of, or to, such subcontract, or subjecting the Agency to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Vendor of its liability and obligation under their Contract; and despite any such subcontracting the Agency shall only deal directly with the Vendor, and subcontractors will be dealt with as representatives of the Vendor.
- 8.3 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 Agency, which can be withheld for any reason. Assignments to banks, trust companies or other financial institutions for the purpose of securing bond may be made without the consent of the Agency. If allowed, assignment of their 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.

9.1 Responsibilities of the Agency

- 9.2 The Agency 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 complete authority to transmit instructions, receive information, interpret, and define the Agency's policies and decisions with respect to the Vendor's services for the project.
- 9.3 The Agency may also have a Professional Consultant act on behalf of the Agency to perform Project Management services. If this is done, the Consultant will be acting on behalf of the Agency, though the Agency makes all final decisions in the case of any conflicts. Otherwise, the Vendor will be expected to work with the Consultant as they represent the best interest of the Agency.
- 9.4 Shall assist the Vendor by placing at their disposal all reasonably available information pertinent to the project.
- 9.5 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 does not violate any rules or laws that govern the Agency, or that do not create an unnecessary risk for the Agency or any investigations it is performing.



- 9.6 Furnish all required approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project, as long as the Vendor is in compliance with all requirements needed.
- 9.7 Give prompt written notice to the Vendor whenever the Agency observes or otherwise becomes aware of any development that can adversely affect Vendor's services.

10.1 Insurance

- 10.2 The Vendor, prior to commencing work, shall provide at their own expense, the following insurance to the Agency 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, to the Agency. To note, no change can be made for a reduction in coverage for any mandates listed in this RFP.
 - a. 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.
 - b. Comprehensive General Liability Insurance: The Vendor shall maintain during the life of the Contract comprehensive general liability insurance as shall protect him and the Agency and its officers, agents, employees, and consultants representing the Agency 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
 - c. 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:
 - viii. Owned Vehicles
 - ix. Non-owned Vehicles
 - x. Hired Vehicles
 - d. 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.

- e. 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. Cyber liability insurance policies shall not be cancelled, or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Agency except ten (10) days shall be allowed for non-payment of premium.
- f. Required Endorsement: Additional Insured: the Agency, its officials, officers, employees, and agents shall be additional insureds.

11.1 Contract

- 11.2 Include a copy of Company's completed contract with all necessary exhibits for review
- 11.3 Include Insurance Certificate (the Agency is not required to be on the COI for RFP but will be required for the contract.)
- 11.4 Form W-9 is required
- 11.5 Include how milestone payments are offered by your firm
- 11.6 The entire system shall include a twelve (12) month warranty beginning at Sign-Off
- 11.7 To the fullest extent permitted by law, Vendor shall defend (with counsel of Agency's choosing), indemnify and hold the Agency, its officials, officers, employees, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including cyber-related harm and wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Vendor's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the Agency. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Vendor, the Agency, its officials, officers, employees, agents, or volunteers.
- 11.8 Cancellation of contract: The Agency may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice



to the Vendor. In the event of such termination the Vendor shall be compensated for services and work performed prior to termination.

- a. If services are to be discontinued, the Vendor shall cooperate with the Agency 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.

11.9 The contract will have the cost to bring the system into full operation as follows:

- a. After the system has achieved sign off, but not less than 12 months from the effective date of this agreement, the annual maintenance or annual subscription fee can be invoiced.
- b. To note the annual maintenance or annual subscription will not be billed twelve months from effective date if the system has not achieved an acceptable sign off.

11.10 A piggyback clause will be required to be in the agreement, such as:

- a. Piggybacking. To the extent allowed, if at all, by the laws of the Commonwealth of Virginia, that any public procurement unit, within or without the Commonwealth of Virginia, 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 Agency makes no guarantee of usage by other users of their Contract.



Exhibit A
Technical Specifications

See Excel Spreadsheet for Exhibit A

[RFP 22-23-042 - Public Safety Software](#) RFP VENDOR EXCEL Workbook