



City of Danville, Virginia

PO Box 3300
Danville, VA 24543

427 Patton Street, Rm 304
Danville, VA 24541

Request for Proposal for Public Safety Software

RFP 21-22-030

Sealed proposal shall be submitted no later than **October 28, 2021 @ 5:00 PM**

City of Danville
Purchasing Department
Attn: J. Gary Via
427 Patton Street
Danville, VA 24541

1.0 General Conditions

1.1 Intent:

It is the intent of this RFP to secure a vendor to provide a Public Safety Software for the City of Danville, specifically, Computer Aided Dispatch (CAD), Law Enforcement Records Management (LERMS), Jail Management Software (JMS), and Mobile Data Software (MDS).

1.2 Questions

- a. Any questions concerning this RFP should be directed to J. Gary Via at purchasing@danvilleva.gov. Questions may be submitted up until the proposal submission deadline.

1.3 Information regarding this Request for Proposals (RFP) can be obtained by visiting the City's website at <https://www.danville-va.gov/Bids.aspx>.

1.4 Submittals are due **October 28, 2021** at no later than **5:00 PM.**, local time, at which time, only the names of the Contractors and total amount of proposals will be published on the City website. The single point of contact for this project is J. Gary Via at purchasing@danvilleva.gov.

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| a. | RFP issued | October 6, 2021 |
| b. | Questions due | October 21, 2:00pm ET |
| c. | Response to questions | Continuous |
| d. | Contractor's proposal due | October 28, 2021 no later than 5:00 PM ET |
| e. | Offer Evaluation | |
| f. | Selection | |
| g. | Contract award | |

1.5 Code Compliance

This procurement process is governed by the "Procurement Code of the City of Danville, Virginia". Copies of the Procurement Code may be obtained by writing the City of Danville, Purchasing Department, PO Box 3300, Danville, Virginia 24543.

1.6 At no point are Contractors and Vendors responding to this bid allowed to contact anyone at the City regarding this project other than the designated single point of contact listed above, and violation of this rule can result in a rejected bid. Extra caution is provided to any vendor that is currently doing business with the City for a different project. It is advised to do everything possible to speak with City representatives not involved with this project, if at all possible. Any questions of impropriety are grounds for rejection from this project, as this process cannot be tainted by any sign of a corrupt process.

1.7 Contractor guarantees that all software and services provided are available immediately upon contract signing.

1.8 Contractor guarantees that all software and services will be provided by the contractor's employees, not temporary contractors, independent contractors, or any other 3rd party.

- a. This is to exclude software or interface work for the software being interfaced to, not owned by the awarded Contractor of this RFP.

1.9 The City, at its sole discretion, reserves the right to accept or reject any and all proposals in whole or in part, if deemed to be in the best interest of the City.

1.10 Corrections or additions to proposals are acceptable after submission, until the proposal deadline date and time listed in Section II above.

1.11 The City reserves the right to ask follow-up questions to clarify responses as needed, after submission.

1.12 Proposals will be valid for up to 180 days after due date.

1.13 Proposals will preferably be software, hardware, and services only. Travel costs for the Contractor would be included in these costs, but not be separated out, or billed for individual costs.

1.14 Any Contractor may withdraw its proposal, by written request, at any time prior to the time set for the opening of proposals.

1.15 Contractor requirements:

- a. Has been in business for over 2 years
- b. Has extensive knowledge in public safety software projects involving the above projects
- 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
- e. A cancel without cause clause is mandatory for the contract with awarded vendor

1.16 Equal Opportunity

During the performance of this 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 this 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 this 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 article.
- e. The Vendor will otherwise comply with all other applicable provisions of local, State, and Federal law.

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

1.18 Drug Free Work Place

During the performance of this contract, the Vendor agrees to

- a. Provide a drug-free workplace for the Vendor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- c. State in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace.
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Vendor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispersion, possession or use of any controlled substance or marijuana during the performance of the contract.

1.19 Proposals Binding one hundred eighty (180) days

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.

1.9 Permits

The Vendor shall, at his own expense, secure any business or professional licenses, permits, or fees required by the City of Danville or Commonwealth of Virginia.

2.0 Codes & Standards

2.1 The Vendor, its officers, agents, employees, and any subcontractors, in the performance of this Agreement shall comply with all applicable statutes and laws of the United States and the Commonwealth of Virginia, the Charter and ordinances of the City of Danville, and the applicable rules and regulations of the agencies of each.

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

3.1 Computer Aided Dispatch for Law Enforcement, Fire and EMS

3.2 Law Enforcement Records Management Software

3.3 Jail Management Software

3.4 Mobile Data Software

3.5 If available, the software provider can list Fire Records Management Software (FRMS) in their pricing.

- a. If this option is provided, two proposals should be offered – one with FRMS and one without FRMS.

3.6 See Section 12 for Technical Specifications

3.7 All work to be performed by the software provider with no 3rd party or sub-contractors

- a. Does not include the work required by a 3rd party to interface to their system

4.0 Vendor's Relationship to the City

4.1 Subcontracting

Vendor may not subcontract services to be performed hereunder without the prior approval of the City. If approved, no such approval will be construed as making the City a part of, or to, such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Vendor of its liability and obligation under this Contract; and despite any such subcontracting the City shall deal through the Vendor, and subcontractors will be dealt with as representatives of the Vendor.

4.2 Novation

The Vendor shall not assign or transfer, whether by as Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without

the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing bond may be made without the consent of the City. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation 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 this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, and equipment.

5.0 Responsibilities of the City

- 5.1 The City designates Inez Rodenburg, Director of Information Technology, 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 City's policies and decisions with respect to the Vendor's services for the project.
- 5.2 Shall assist the Vendor by placing at his disposal all available information pertinent to the project.
- 5.3 Guarantee access to and make all provisions for the Vendor to enter upon public and private property as required for the Vendor to perform his services under this agreement.
- 5.4 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.
- 5.5 Give prompt written notice to the Vendor whenever the City observes or otherwise becomes aware of any development that affects the scope of Vendor's services.

6.0 Insurance/Indemnification

- 6.1 The Vendor, prior to commencing work, shall provide at his own expense, the following insurance to the City of Danville 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 Director of Purchasing. 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 Contractor shall take out and maintain during the life of the Contract, Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract in an amount of \$1,000,000 and no less than the minimum allowed by the State Corporation Commission, and in case any such work is sublet, the Contractor 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.

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- b. Comprehensive General Liability Insurance: The Contractor shall maintain during the life of the Contract comprehensive general liability insurance as shall protect him and the City of Danville and its officers, agents and employees 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 \$1,000,000.00 per occurrence on bodily injury and property damage and \$2,000,000.00 aggregate on completed operations. The comprehensive general liability insurance shall provide the following:
- Comprehensive
 - Premises – Operational
 - Products/Completed Operations Hazard
 - Contractual Insurance
 - Independent Contractor and Subcontractor
 - Broad Form Property Damage
 - Personal Injury
- c. Automobile liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence. This insurance shall include bodily injury and property damage for the following vehicles:
- Owned Vehicles
 - Non-owned Vehicles
 - Hired Vehicles
- d. Professional liability insurance appropriate to the Contractor's profession in an amount no less than \$1,000,000 per occurrence. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this 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 Contractor's services or the termination of this 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 this Agreement, and any subsequent agreements of annual maintenance or SaaS fees for this system, Contractor 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 City except ten (10) days shall be allowed for non-payment of premium.

- f. Required Endorsement: Additional Insured: The City, its officials, officers, employees, and agents shall be additional insureds.

6.2 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 City, its officers, agents and employees, 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 this Agreement. The approval or acceptance by the City of any work performed by the Vendor, its officers, agents, employees or subcontractors, under this 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 City of the responsibility and liability for the accuracy, completeness or competency of such work, or any negligence in the performance thereof.

7.0 Evaluation Procedure

A selection committee, consisting of representatives from the City of Danville, shall review the proposals submitted. After each proposal has been evaluated on the basis of the Vendor's approach to meeting Danville's needs, short-listing procedures will narrow the list of candidates to the two or more best qualified firms. Each of these firms may then be invited to an interview at which time each 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.

Your proposal will be evaluated using the following criteria:

- a. The features and functions that will make the City of Danville's public safety agencies work in a more efficient way, and in a way that increases officer and public safety
- b. Project implementation methodology
- c. Timeliness of implementation and response times of support after go-live
- d. Qualifications of individuals assigned to our account

- e. Cost proposal
- f. Future maintenance and service
- g. Company history, stability and financial resources
- h. References
 - a. A list of all of a software vendor's projects from the last 5 years should be included that involve CAD, RMS, JMS, or Mobile software.
- i. Responsiveness to City's desires
- j. Knowledge of Commonwealth of Virginia requirements for public safety software

8.0 Award Procedures

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

9.0 Format of Proposals

A hard copy (sealed) AND an electronic copy must be submitted, and both must be received by the proposal submission deadline.

9.1 Proposals must be submitted by the proposal deadline in Section 1 above. Please request "read receipt" to ensure delivery.

9.2 Late proposals will not be accepted, regardless of cause or reason. Any late proposal will not be considered. It is the Contractor's sole responsibility to ensure their bid is received on time. Any bid will be held in the event all on time offers are unacceptable, at which time, it is the City's option to consider the late offer(s).

10.0 Proposals will include:

- 10.1 Cover letter from Contractor stating why the City should use Contractor's firm
 - a. Include statement that the one who signs the letter has the authority to submit the proposal offered to the City.
 - b. Include statement that vendor is willing to be interviewed onsite at the City of Danville and provide onsite demo to interested parties.
- 10.2 Detailed description of the Contractor's firm to include:
 - a. Full name, address, telephone and email address of the organization
 - b. Name and position of all corporate officers
 - c. Name of main contact person for selection and procurement
 - d. Name of main contact for project management
 - e. Date established
 - f. Background of firm and all services offered by the Contractor
 - g. Number of employees
 - h. If the Contractor works outside of the United States

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- i. Ownership type (public company, partnership, subsidiary, sole proprietorship, etc.)
 - j. If incorporated, state of incorporation must be included
 - k. The Proposer should provide evidence of corporate stability including:
 - 10.2.k.1A current report from any commercial credit rating service such as Dunn and Bradstreet, Moody's Investors; **or**
 - 10.2.k.2A letter from a financial institution stating a current line of credit; **and**
 - 10.2.k.2.1 Latest audited financial statement and/or annual report that has been certified by a CPA. This information will remain confidential and is not subject to public disclosure.
 - 10.2.k.3If multiple owners, percentage of ownership by owner
 - l. Mission statement and goals of the company
- 10.3 Response to technical specifications
- 10.4 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, communications, etc.
 - d. Implementation practices
 - e. GIS approach
 - f. Pre-Go-Live performance testing
 - g. Training methodology
 - h. Go-Live set up and support
 - i. Post Go-Live delivery of outstanding deliverables
 - j. Include what is typically not completed by initial go live – specific items such as conversion, Questionnaire interfaces, Video interfaces, specific modules in RMS, etc.
 - 10.4.j.1 Include estimated percentage of deliverables completed by initial go-live
 - k. Cybersecurity practices and any audits that have been performed
 - 10.4.k.1Include if any of the software provided at your firm has been compromised by ransomware or hacking of any type
- 10.5 References - should include:
- a. All agencies implemented and sold in the last 3 years
 - 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
 - i. Products used
 - j. Interfaces
 - 10.5.j.1 Calls for service per year
 - 10.5.j.2 Number of incidents per year
 - 10.5.j.3 Number of Jail beds
- 10.6 Though more are required, please list the top 5 most applicable (same platform and closest version) referrals on a separate page, with the same information as above listed on this document. Those projects in the State of VA, closest to the City of Danville, is required for this page.
- 10.7 List of all contracts in the last 5 years, which were cancelled for any reason
- a. List of all current implementations in process – if all implementations are listed in 10.a, can respond with ‘see above’. If there are implementations over 3 years old, list here.
 - b. List of any litigation, arbitration or civil disputes with any public safety agencies and your firm, your owners, or your employees
 - c. Statement signed by representative of your firm that your answer to 9.11 is true and accurate – preferred owner, attorney, or C-level executive to sign.
- 10.8 Cost proposal to include:
- a. All costs for the purchased system to fully implemented
 - b. Ongoing costs for additional 5 years, to include the annual increase percentage, which cannot exceed 3%
 - c. Any hardware recommendations and costs
 - d. Infrastructure requirements outside of scope, but that may be a requirement, i.e.: wired or wireless bandwidth requirements, recommended number of monitors, etc.
 - e. Outline any future costs after go-live for updates, upgrades, platform changes
- 10.9 Outline customer service program for all levels of support from minor questions to catastrophic failures of CAD. Include:
- a. Explanation of support tiers
 - b. Support day and times for all products
 - c. Emergency support provisions
 - d. What constitutes a response of onsite support?
 - 10.9.d.1 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 according to the amount of maintenance paid yearly?
- 10.10 Company’s completed contract with all necessary addendums for review

- a. Include Insurance Certificate (Danville is not required to be on the COI for RFP but will be required for the contract.)
 - b. Include how milestone payments are offered by your firm
 - 10.11 List of employees to be involved in the project to include:
 - a. Short Bio
 - 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
 - 10.12 IRS W-9 – signed and dated within 3 months of submission
- 11.0 A piggyback clause will be required to be in the agreement, such as:
- 11.1 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 this option to other public procurement units for the items and services that are the subject of this Agreement. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the City of Danville 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 this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The City of Danville makes no guarantee of usage by other users of this Contract.
 - 11.2 Agency facts to assist in your proposal - see the AGENCY INFO tab in the attached spreadsheet labeled “TECHNICAL SPECIFICATIONS” in the RFP package.
- 12.0 Technical Specifications – See the attached spreadsheet labeled “TECHNICAL SPECIFICATIONS” in the RFP package.