



RFP #P0004

For the

Spokane Regional Emergency Communications State of Washington



For

Public Safety Software

Electronic Proposals shall be submitted no later than **April 4, 2023 at 5:00pm PST**

Prepared with assistance from:
National Public Safety Group



February 7, 2023



Table of Contents

1.0	General Conditions	2
2.0	Scope of Work.....	8
3.0	Professional Services.....	8
4.0	Proposal format, instructions, and questions to answer.....	10
5.0	Evaluation Procedure.....	15
6.0	Award Procedures.....	15
7.0	Laws, Codes, and Standards.....	16
8.0	Vendor’s Relationship to SREC.....	16
9.0	Responsibilities of SREC	16
10.0	Insurance.....	17
11.0	Contract.....	19
	<u>Exhibit A.....</u>	<u>24</u>

1.0 General Conditions

1.1 Intent: It is the intent of their RFP to secure a vendor to provide Public Safety Software for Spokane Regional Emergency Communications (SREC):

- a. Computer Aided Dispatch (CAD) for EMS, Fire, and Police
- b. Mobile Data Software (MDS) for EMS, Fire, and Police

1.2 The agencies using CAD:

- a. Spokane Regional Emergency Communications
- b. Spokane Police Department

1.3 The Agencies using MDS

- a. Airway Heights Fire
- b. Airway Heights Police
- c. Cheney Fire
- d. City of Cheney Police
- e. EWU Police
- f. Kalispel Tribe Public Safety
- g. Liberty Lake Police
- h. Spokane County Fire
 - i. Fire District 2
 - ii. Fire District 3
 - iii. Fire District 4
 - iv. Fire District 5
 - v. Fire District 8
 - vi. Fire District 9
 - vii. Fire District 10
 - viii. Fire District 11
 - ix. Fire District 12
 - x. Fire District 13
- i. Spokane County Sheriff's Office
- j. Spokane Fire
- k. Spokane International Airport
- l. Spokane Police
- m. Spokane Valley Fire
- n. Spokane Valley Police

1.4 No Obligation To Buy: The issuance of this RFP does not obligate Spokane Regional Emergency Communications to award a contract or otherwise enter into contract with any respondent to this RFP. SREC reserves the right to refrain

from contracting with any vendor. The release of this RFP does not compel SREC to purchase.

1.5 Infrastructure

- a. SREC is open to cloud or client server architecture IF they meet the needs of the SREC and is well supported and secured, as determined in the sole discretion of SREC.

1.6 Information regarding their Request for Proposals (RFP) can be obtained by emailing Dusty Patrick at Dusty.Patrick@srec911.org.

1.7 Addenda To The Request For Proposal:

- a. All vendors who notify Dusty Patrick of their intent to bid, will receive the RFP, as well as any addenda that come out after the initial solicitation. Make sure to notify Mr. Patrick of the main point of contact for your company.
- b. Each submittal shall include specific acknowledgment of receipt of all addenda issued, if any, during the RFP response period. Failure to acknowledge receipt may result in the response being rejected as not responsive. Space is provided in the response section to make such acknowledgments.

1.8 Questions regarding this RFP may be submitted to:

Dusty Patrick
Technical Services Director
Dusty.Patrick@srec911.org

1.9 Electronic submittals must be submitted by email to Dusty Patrick, listed in 1.8, or sent on a USB drive via mail to:

Dusty Patrick
Spokane Regional Emergency Communications
1620 N Rebecca Street
Spokane, WA 99217

1.10 Electronic submittals are due on the below date and time, local time. All dates below are subject to change as needed.

1.11 Submissions and Response Schedule

RFP Issuance	February 7, 2023
Questions Period Closes	March 7, 2023
RFP Submission Deadline	April 4, 2023 at 5:00pm PST
RFP Review/Interviews (If needed)	TBD
Anticipated Contract Intent to Award	TBD
Anticipated Start Date(s) may vary	TBD

1.12 ***At no point are Vendors and Vendors responding to their bid allowed to contact anyone at or affiliated with SREC regarding this procurement or 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 SREC for any different project. If Vendor is currently doing business with SREC, 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.

Cliff Micham
National Public Safety Group
Business Development Manager
cmicham@nationalpsgroup.com

1.13 Information, Discussions, and Disclosures:

Any information provided by SREC or any Proposer prior to the release of this RFP, verbally or in writing, is considered preliminary and is not binding on SREC or the Proposer.

The Proposer will not make available nor discuss the Request for Proposal (RFP) or any parts of the proposal to or with any employees, elected officials or department heads of SREC from the date of issuance of the RFP until after the Submittal Deadline unless approved in writing by SREC.

The Proposer will not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employees, elected officials or department heads of SREC from the date of issuance of this RFP until the contract has been awarded, unless approved in writing by SREC.

- 1.14 Applicability of the Washington Public Records Act, Chapter 42.56 RCW
- a. The Washington Public Records Act, Chapter 42.56 RCW (“Public Records Act”) generally requires the disclosure of public records, subject to application of certain exemptions from disclosure may preclude disclosure of public records in all or in part. exempts the following information from public disclosure:
 - b. If a request is made to copy or inspect a proposer’s documents, records, or information submitted to SREC, SREC will comply strictly with the Public Records Act.
 - c. The proposer may be notified in writing if SREC determines that the documents, records, or information are subject to disclosure. The proposer may take such legal actions as it deems necessary to protect its interests. If the proposer has not commenced such actions within five (5) calendar days after receipt of the notice that SREC has determined such documents are subject to disclosure and provided SREC written notice of a court order or similar judicial directive prohibiting disclosure, then SREC may make public records (or portions thereof) available for review and copying as SREC, in its sole judgment.

1.15 Defense and Reimbursement Obligations

The proposer asserting that portions of its proposal can be legally protected shall bear all costs of defending such assertion, including indemnifying and reimbursing SREC for its administrative, expert and legal costs and judgments involved in defending itself in actions arising from such assertions by the proposer including (without limitation) any assessments as provided by statute.

By submitting a proposal with portions marked “Confidential” or “Proprietary or Business Trade Secrets” or “Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data” or the like, the proposer has thereby agreed to the provisions of this section, including the defense and reimbursement obligations. If these terms are not acceptable, a proposer should consider not replying to this Request For Proposal/Qualifications or Solicitation for Bids.

- 1.16 Vendor guarantees that all software and services provided are available immediately upon contract signing, or as specifically agreed upon in a contract.
- 1.17 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 3rd party.

- 1.18 SREC 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 SREC.
- 1.19 Corrections or additions to proposals are acceptable after submission until the proposal deadline date and time listed in Section II above.
- 1.20 Any Vendor may withdraw its proposal, by written request, at any time prior to the time set for the opening of proposals.
- 1.21 Vendor requirements:
- a. Has been in business with the solutions offered for over 5 years
 - b. Has demonstrated, applicable and 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 of this project
 - i. The Project Manager will require approval by SREC.
 - a. The Project Manager may be required to be interviewed by SREC.
 - i. Any changes in project management staff will require approval by SREC.
- 1.22 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 their article.
 - e. SREC does not discriminate against faith-based organizations.
- 1.23 SREC is required to pay Washington State Sales Tax on all purchases and contracts. Sales tax should be added as a separate item only, not to be included in the price. All respondents whether inside or outside the state of Washington shall show the tax rate applicable to this response. All taxes payable by SREC as a result of this contract are considered part of the response evaluation. Washington State tax is payable by SREC direct to the state of Washington on awards made to out-of-state contractors who do not have a Washington State Sales Tax number. If you have any questions concerning the appropriate rate, call the Washington State Department of Revenue.
- 1.24 If a cash discount is offered and taken it is understood that sales tax will be applied to the discounted amount.
- 1.25 It shall be the contractor's responsibility to furnish Federal Excise Tax Exemption Certificate, when applicable.
- 1.26 Errors In Submittals: SREC is 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 submittal due date and time. SREC reserves 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.
- 1.27 Product Endorsement: Contracting with a respondent, as a result of this RFP, will not constitute an endorsement or suggestion, by SREC, that the respondent's product or services are the best or only solution. In submitting a proposal the respondent agrees to make no reference to SREC in any literature, promotional material, brochures, sales presentation or the like without the express written consent of SREC.

- 1.28 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 SREC or the Washington State Auditor or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Vendor shall have kept in conjunction with this Agreement and which SREC 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 Police
- 2.2 Mobile Data Software (MDS) for EMS, Fire, and Police
- 2.3 See [Exhibit A](#) for Technical Specifications
- 2.4 SREC expects the Vendor to provide all the software necessary for the system to be fully functioning.
- 2.5 The proposed system will be sized to meet the needs of SREC 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.
- 2.6 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.

3.0 Professional Services

The following services are required

- 3.1 A thorough discovery ("Discovery") will be completed within 60 days of contract signing for all Scope of Work. For the purposes, "Discovery" shall be defined as ___ the research and planning process before the project begins, during which all stakeholders participate and the vendor is educated on the business processes and best practices of how the system will operate using their proposed applications and interfaces. The vendor will conduct detailed interviews and examine with the end users on how the software and interfaces will be configured and whether any customizations or modifications are needed to deliver the applications proposed and agreed upon by both parties. The discovery will result in a Statement of Work, which is a document that defines all the components of a project with detailed and defined tasks, deliverables, and

milestones and clarifies the implementation of the project and the indicators of success. _____

- 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 SREC project manager signs off as satisfactory to the SREC.
- 3.3 Project plans cannot be changed without sign off from the SREC'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.
- 3.4 **Go Live** is defined as SREC 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:
 - 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 SREC 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 SREC'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 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 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 SREC’s trainers, so the trainers can help improve SREC’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, SREC will be required to use the unused portion in the next twelve-month period.
- 3.8 Interfaces and conversion work will be required to be 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.
- 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
- An **electronic** copy must be submitted and received by the proposal [submission deadline](#).
- 4.1 Proposals must be submitted by the [proposal deadline](#) in Section 1 above

- 4.2 Proposal responses cannot be more than 250 pages, using a minimum of 11 point, Calibri.
- 4.3 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.
- 4.4 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.
- 4.5 Proposals will include a letter from Vendor stating why SREC should use Vendor's firm.
 - a. Include statement that the one who signs the letter has the authority to submit the proposal offered to SREC.
- 4.6 Proposals will preferably be software, hardware, and services, with travel costs for the Vendor included as a 'not to exceed' amount.
- 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 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
- 4.8 Describe your solutions architecture in detail, to include full redundancy capabilities for a PSAP. Please also include why you recommend this particular architecture for SREC 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 SREC for redundancy and resiliency.
- 4.9 How do you incorporate SREC 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?
- 4.12 Response to technical specifications - See [Exhibit A](#)
- 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 for SREC
- 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
- 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 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/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 5 years which were cancelled or terminated for any reason and state the reason for such cancellation or termination.
- 4.16 List of any litigation, arbitration or civil disputes with any public safety agencies and your firm, your owners, or your employees in the past five years.
- 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.
- 4.17 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 SREC 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
- 4.18 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.

4.19 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 5 years
- f. Any project members must be approved by SREC.

5.0 Evaluation Procedure

5.1 A selection committee, consisting of representatives from SREC, shall review the proposals submitted. After each proposal has been evaluated on the basis of the Vendor's approach to meeting SREC'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.

5.2 Your proposal will be evaluated using the following criteria:

- a. Technical Matrix – The features and functions that will make SREC'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 (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 SREC'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.

5.3 Award Procedure

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

6.0 Laws, Codes, and Standards

- 7.1 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 state of Washington; the ordinances, resolutions policies and contracts of SREC; and the applicable rules and regulations of the agencies that are members of or served by SREC.
- 7.2 Permits – The Vendor shall, at their own expense, secure any business or professional licenses, permits, or fees required by SREC.

7.0 Vendor's Relationship to SREC

- 8.1 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 SREC, 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 SREC. 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.

8.0 Responsibilities of SREC

- 9.1 SREC 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 SREC's policies and decisions with respect to the Vendor's services for the project.

- 9.2 SREC may also have a Professional Consultant act on behalf of SREC to perform Project Management services. If this is done, the Consultant will be acting on behalf of SREC, though SREC makes all final decisions in the case of any conflicts. Otherwise, the Vendor will be required to work with the Consultant as they represent the best interest of SREC.
- 9.3 Shall assist the Vendor by placing at their disposal all reasonably available information pertinent to the project.
- 9.4 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 SREC, or that do not create an unnecessary risk for SREC
- 9.5 Give prompt written notice to the Vendor whenever SREC observes or otherwise becomes aware of any development that can adversely affect Vendor's services.
- 9.0 Insurance
- 10.1 The Vendor, prior to commencing work, shall provide at their own expense, the following insurance to SREC 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 SREC. 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 the Vendor and SREC and each their respective officers, agents, employees, and consultants 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:
- i. Owned Vehicles
 - ii. Non-owned Vehicles
 - iii. 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 SREC except ten (10) days shall be allowed for non-payment of premium.

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

10.2 CANCELLATION OF AWARD: SREC reserves 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.

10.0 Contract

- 11.1 Include a copy of Company's completed contract with all necessary exhibits for review
- 11.2 Include Insurance Certificate (SREC is not required to be on the COI for RFP but will be required for the contract.)
- 11.3 Form W-9 is required
- 11.4 Include how milestone payments are offered by your firm
- 11.5 The entire system shall include a twelve (12) month warranty beginning at Sign-Off
- 11.6 Indemnification
 - a. The Vendor is an independent contractor of Owner and not the agent or employee of the Owner. No liability shall attach to the Owner for entering into this contract or because of any act or omission of the Vendor except as expressly provided.
 - b. The Vendor agrees to defend, indemnify and hold the Owner and the Owner's 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 Owner and 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 Owner or Consultant, their agents or employees. The Vendor's duty to indemnify the Owner 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 of (a) the Owner or Consultant, their 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 Owner harmless shall include, as to all claims, demands, losses and liability to which it applies, the Owner's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

- c. 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.
- d. Vendor further agrees that this duty to indemnify Owner applies regardless of any provisions in RCW Title 51 to the contrary, 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 Owner.

11.7 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 SREC's 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:
- c. For infringement, the remedies stated in "Royalties, Patents, and Licenses" section.
- d. 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.
- e. 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 SREC or the Vendor, in which case, SREC will have the right as sole remedy, to cancel the order without incurring cancellation charges.
- f. For damages to real or tangible personal property or for bodily injury or death to any person negligently caused by the Vendor, the Vendor's right to proven damages to property or person.
- g. 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.

- h. Except to the extent provided in the foregoing, SREC will not hold the Vendor liable for incidental, indirect, special or consequential damages, or for lost profits, savings, or revenues of any kind whether or not the Vendor has been advised of the possibility of such damages.

11.8 Cancellation of contract: SREC 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.

11.9 If services are to be discontinued, the Vendor shall cooperate with SREC 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.

11.10 Patent and Copyright Indemnification

- a. The Vendor will at its expense defend SREC against a claim that Equipment or programming supplied hereunder infringes a U.S. or foreign patent or copyright, or that the Equipment's operation pursuant to a current release and modification level of any programming supplied by the Vendor infringes a U.S. or foreign patent or copyright. The Vendor will pay resulting costs, and attorney's fees finally awarded provided that SREC promptly notifies the Vendor in writing of the claim and the Vendor has sole control of the defense and all related settlement negotiations.
- b. If such claim has occurred or in the Vendor's opinion is likely to occur, SREC agrees to permit the Vendor, at its option and expense, either to procure for SREC the right to continue using the Equipment or programming or to replace or modify the same so that they become non-infringing and functionally equivalent. If neither of the foregoing alternatives is reasonably available, SREC agrees to return the Equipment or programming at the Vendor's risk and expense upon written request by the Vendor. In the event the product has been installed less than one year, transportation to the initial installation site paid by SREC shall be refunded by the Vendor. The Vendor agrees to grant SREC a credit for returned Equipment as depreciated. The depreciation shall be an equal amount per year over the life of the Equipment.

- c. For this section only, the depreciation shall be calculated on the basis of a useful life of five (5) years commencing on the effective date of purchase and shall be an equal amount per year over said useful life. The depreciation for fractional parts of a year shall be prorated on the basis of 365 days per year.
- d. The Vendor has no liability for any claim based upon the combination, operation or use of any Equipment or programming supplied hereunder with equipment not supplied by the Vendor or with any program other than or in addition to programming supplied by the Vendor, if such claim would have been avoided by use of another program capable of performing the same function or result. The Vendor has no liability for any claim based upon alteration of the Equipment or modification of any programming supplied hereunder, if such claim would have been avoided by the absence of such alteration or modification.
- e. The foregoing states the entire obligation of the Vendor with respect to infringement of patents and copyrights.

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

- a. After the system has achieved go live and 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.

11.12 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 State of Washington, 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 SRECC 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



RFP #P0004
for Computer Aided Dispatch
and Mobile Data Systems
for Spokane Regional Emergency Communications, WA

Contract and grounds for immediate Contract termination. SREC makes no guarantee of usage by other users of their Contract.



RFP #P0004
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Exhibit A
Technical Specifications

See Excel Spreadsheet for Exhibit A