



Request for Proposals to Replace Public Safety CAD/RMS Systems

The City of Laguna Beach seeks vendor submissions proposing to:

- Replace the current CAD/RMS system for public safety (Police, Fire & Marine Safety)
- Or, submission of a proposal to replace the Police and Marine Safety CAD/RMS system (without Fire Component)



CITY OF LAGUNA BEACH
Police Department
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REQUEST FOR PROPOSAL

INTEGRATED PUBLIC SAFETY SYSTEM FOR

CAD/RMS REPLACEMENT

Proposals Due:
January 6, 2020

INDEX

<u>SECTION</u>		<u>PAGE</u>
I.	Introduction and Objective	2
II.	Information Available from the City	3
III.	City's Representative	7
IV.	Schedule of Work	7
V.	Insurance Requirements	8
VI.	Maintenance Services Agreement	9
VII.	Proposal Requirements	9
VIII.	Contractual Obligations	15
IX.	Scope of Services	19
X.	Fee Proposal	19
XI.	Selection Guidelines	19
XII.	Selection Process	21
XIII.	General Terms and Conditions	22
XIV.	Deadline	23
XV.	Anticipated Proposal Schedule	23
XVI.	Standard Terms and Conditions	23

I. INTRODUCTION AND OBJECTIVE

The City of Laguna Beach (City) is seeking proposals from qualified vendors, organizations and individuals to provide an Integrated CAD/RMS replacement for the Laguna Beach **Police**, **Fire** and **Marine** Safety Departments.

This integrated solution will provide the City with the capability to comply with existing and upcoming mandates, capture ongoing statistical data, accurately measure performance, better equip first responders with relevant information, reduce report writing time and thus free up resources, enhance internal cross-training, and be technologically progressive.

This replacement system will be comprised of the following core technologies:

- Police, Fire and Marine Safety Computer Aided Dispatching Systems (**CAD**)
- Police, Fire and Marine Safety Records Management Systems (**RMS**)
- Automated Field Reporting Systems for Police, Fire and Marine Safety (**AFR**)
- Police Jail Management System (**JMS**)
- Police Evidence Management Control System (**EMC**)

The general goals and objectives expected to result from the new system include:

- Increased functionality for all users
- Eliminating standalone systems
- Providing easy to access information throughout the system
- Improve data availability and provide additional tools for crime and traffic collision analysis
- Greater mapping capabilities including the ability to map multiple factors for comparison purposes
- Industry standard technology infrastructure
- Ability to input real time statistical information from mobile devices (e.g., remote lifeguard towers being able to enter information into handheld devices which provide “live data” for the other viewers (similar to a mobile responder component). (The Fire Department also uses iPads to electronically complete patient information and wirelessly send it to the nearest hospital.)

The City may select a single vendor solution to provide all the core technologies above or a vendor who will act as a primary contractor, legally and financially responsible for all hardware and software services.

The City is seeking two different proposals from qualified vendors:

- **One which includes all of the above services for Police, Fire and Marine Safety CAD/RMS functions**

- **And/or, one which only provides the above services for the Police and Marine Safety CAD/RMS functions (without Fire Department CAD/RMS).**

Vendors may submit one or two proposals based upon their ability to offer a complete replacement for all three public safety services, or solely for the Police Department/Marine Safety CAD/RMS system. **If two bids are submitted, they must be packaged separately as the Committee is reviewing each RFP separately.**

Note:

After the Committee reviews each of the two sets of proposals, a decision will be made as to whether to replace the existing CAD/RMS which provides services to Police, Fire and Marine Safety, or to replace the Police/Marine Safety side, and subcontract CAD/RMS for the Fire Department to a pre-designated Orange County entity. **No decision has been made and the City is prepared to move forward with either option.**

The project is made possible through City funding and the selected firm will perform the services under the general direction of Jason Kravetz, Captain at the Laguna Beach Police Department. The anticipated term of the Contract is negotiable but expected to occur in 2020.

This Request for Proposals (“RFP”) describes the project, the required scope of the services, the selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification.

Selection of a firm to provide services will be based on demonstrated competence, professional qualifications necessary for the satisfactory performance of the services required, familiarity and prior experience with providing similar services, ability to meet the desired schedule, and proposed fees.

II. INFORMATION AVAILABLE FROM THE CITY/CURRENT ENVIRONMENT

Laguna Beach is a well-known artist community in South Orange County which was incorporated in 1927. It hosts world renowned summer art festivals which attract 6 million visitors a year. The City is bordered on the west by 8 miles of the Pacific Ocean, and on the other three borders by the communities of Newport Beach, Irvine, Aliso Viejo and Dana Point.

Laguna Beach is also known as a full service community which provides Police, Fire and Marine Safety services to a residential population of 24,000 people.

Note: The Police Department currently employs 11 public safety dispatchers who answer

most of the telephone calls. They dispatch for the Police, Fire and Marine Safety Departments.

There are four dispatch positions within the Public Safety Dispatch Center (located inside the Police Department), an auxiliary location within the Emergency Operations Center, and a final position located within the Marine Safety Headquarters. With either RFP option (replacing current system or replacing police/marine safety and outsourcing fire dispatch), the same number of dispatch locations would require the new CAD software.

The CAD/RMS product currently in use, is the Intergraph (Hexagon) software, which was purchased in 2006 and went live in June 2007. **All three public safety departments currently use the same CAD product.** The Police Department also uses the Intergraph (Hexagon) RMS system called “iLeads.” The Fire and Marine Safety Departments utilize the “Firehouse” RMS system (subcontracted through Hexagon).

Item	Data
Residential Population	24,000
Annual Visitors	6 million
Number of Police Employees	97 F/T and 30 P/T
Number of Fire Employees	44 F/T
Number of Marine Safety Employees	10 F/T and 100+ summer P/T
Total telephone Calls to Dispatch/Records	71,500
Police Calls for Service	51,000
Fire Calls for Service	3,800
Marine Safety Calls for Service	3,900*
Police Crime & Accident Reports Processed	4,500
Police Citations Processed	6,800
Number of Evidence Items Processed	2,200
Number of Parking Citations Issued	35,000 (processing is outsourced)
Data Conversion Statistics	Microsoft IIS, SQL, Windows Server 2016/Client (preferred), VMware capable environment
Housing of Current CAD/RMS System (Intergraph/Hexagon)	The existing CAD/RMS Hexagon system is housed in the Police Department I.T. room. It is expected that the new system will also reside in this work space.
Police In-Car Camera/Body Worn Camera System	WatchGuard

*This number is expected to increase with “real time” tower statistics from the new CAD

Intergraph (Hexagon) Software, Interfaces, Third Party Applications:

The City (Police, Fire and Marine Safety Departments) utilize the following core Hexagon software modules.

I/CAD- Computer Aided Dispatch v.9.2MR3

- I/Executive (CAD Reporting)
- I/Informer (Message Switch-CLETS)
- I/Net Viewer (Browser-based Inquiry Tool)
- I/Tracker (Automatic Vehicle Location)
- GeoMedia Pro (CAD Map Creation/Maintenance Tool)

I/LEADS- Records Management System v.9 150 with Networked Workstations

- I/IBR (Report Writing)
- I/Informer (Message Switch-CLETS)
- I/NET Viewer (Browser-based inquiry tool)

JMS-Jail Management System with two networked workstations

- Inmate Management
- Mugshot Capture

MPS- Mobile for Public Safety w/ approximately 50 devices in use between police, fire and public safety. (Police alone is approximately 20 tablet computers.)

With the following interfaces:

Item	Definition	Connection	Other
Vesta	(Plant) intelligent workstation for call handling	E911—I/CAD	Telephone system used by all three public safety departments to receive and transfer emergency calls
CLETS	California Law Enforcement Telecommunication System	I/Informer—OCMS/CLETS/NCIC	Law enforcement “intranet”, providing access to state databases via Orange County Message Switch (OCMS), including: SRF
IBM i2 Coplink	Brand name for the law enforcement	RMS—Export to COPLINK	Criminal justice data exchange with other

	information sharing software		law enforcement agencies
LiveScan	System name assigned to inkless fingerprint stations	JMS— OCMS/CLETS/NCIC	Used by LBPD in prisoner bookings or citizen background checks to capture electronic fingerprints and search state and federal databases.

The following third-party applications are used by each public safety group:

POLICE:

Item	Definition
Dataticket	Automated parking citation hardware and application software. (Not integrated with CAD/RMS)
Brazos	Automated citation hardware and traffic accident reporting application. (Not currently integrated with CAD/RMS)
IAPro	Internal Affairs, Use of Force Incidents, and Pursuit Review (Not integrated with CAD/RMS)
Paperstore	In-house software (web based) housing older reports (approx. 10,000 reports) prior to 2006 (Not integrated with CAD/RMS)
Online Reporting	In-house software used for limited online reporting from the website (Not integrated with CAD/RMS)
Bair Analytics (Lexis/Nexis)	Crime Analysis software which pulls from the Intergraph (Hexagon) software each day
Vigilant Systems	Automated License Plate Reader Software (Not Integrated with CAD/RMS)
ONSSI	Wireless system to view the 40 fixed cameras in the City. (Not integrated with the CAD/RMS)
Stancil	Stand-alone software which is used to record the 911 calls and some phone lines in the Police Department (Not integrated with the CAD/RMS)
Watchguard	Hardware and software used for the in car camera system and the body worn cameras. (Not integrated with the CAD/RMS)

FIRE:

Item	Definition
Firehouse/ESO	Report Writing Software
Fatpot/Central Square/Tellus	CAD to CAD County Connection for AVL Dispatching
Telestaff/Kronos	Staff Scheduling Module

WestNet/US Digital	Station Alerting (CAD Call Alert to Four Fire Stations)
EPCR Software	Elite Field (Electronic Prehospital Care Software)
Country Paging	OCCS County Paging System
EMD/CBD	Emergency Medical Dispatch Software

MARINE SAFETY:

Item	Definition
Firehouse	Report Writing Software
EPCR Software	Elite Field (Electronic Prehospital Care Software)
Humanity	Employee Scheduling Software
Stancil	Phone and Radio Channel Recording Software

III. CITY'S REPRESENTATIVE

All communication relative to this project shall be directed to Jason Kravetz, Captain Laguna Beach Police Department, jkravetz@lagunabeachcity.net. All questions relating to interpretation of the contract documents or products must be **submitted in writing (via email)**, and responses will be in the form of Addenda to the Notice Inviting Bids. This addenda will be referred to as the "Request for Information" responses. All questions must be submitted by December 6, 2019 and the responses will be emailed and posted on the City website within 7 days (by December 13, 2019).

IV. SCHEDULE OF WORK

It is the City's desire to complete the project in an expeditious and coordinated manner. The proposed project schedule is as follows:

Activity	Date
Release of RFP	11/18/19
Deadline for Written Questions	12/06/19
Responses to Questions Posted on Web	12/13/19
Proposal Closing	01/06/20
Proposal Evaluations Completed	01/31/20*
Demonstration of Product (by invitation only)	By: 3/20/20
Specialized demonstration of core systems (by invitation only)	By: 4/03/20
Vendor Selection	By: 4/10/20
City Council Award of Contract	TBD
Begin Contract	TBD
End Contract	Negotiable

*The City retains the right to alter any dates beyond the proposal evaluations on Jan. 31, 2020.

V. INSURANCE AND INDEMNIFICATION REQUIREMENTS

For RFP purposes, the below information describes the minimum insurance and indemnification requirements. **In order to submit proposals, vendors only need to include a letter stating that they are able to meet these minimum standards if selected to move forward.**

The vendor shall furnish a letter with the proposal stating that the firm can meet these minimum insurance coverages. These minimum levels of coverage are required to be maintained for the duration of the project and during the maintenance thereafter:

1. General Liability and Automobile Liability Coverage- \$1,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Professional Liability Coverage- \$1,000,000 per occurrence (note: A “claims made” policy is acceptable.) If consultant provides “claims made” coverage, consultant shall also agree in writing to either:
 - a) Purchase Tail Insurance in the amount required by the resulting agreement to cover claim if made within five years of completion of vendor’s services under the agreement.
 - b) Maintain professional liability insurance coverage with the same carrier, or with an equivalent carrier in the amount required by the resulting agreement five years after completion of vendor’s services under the agreement.
3. Worker’s Compensation Coverage- State statutory limits. Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to, or approved by, the City of Laguna Beach, which reserves the right to deny authorization to use such limitations.

(The Vendor is encouraged to contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.) All insurance shall be endorsed to, be primary, and the City’s insurance shall not be contributory. The City shall be named as Additional Insured and no policy may be modified or cancelled prior to thirty (30) days written notice.

Certificates of insurance and insurer endorsement evidencing the required insurance shall be provided. The worker's compensation policy shall be endorsed to waive subrogation rights against the City and its officials, officers, employees, and agents.

VI. MAINTENANCE SERVICES AGREEMENT

The contractor will enter into an agreement with the City based upon the contents of this RFP, the contractor's proposal, **and a standard form of agreement (Attachment B). The contractor should describe any exceptions to the standard form of agreement in the proposal.** Any such exceptions will be considered negotiable and will not be considered in the selection process.

VII. PROPOSAL REQUIREMENTS

Interested parties should provide the following reproductions of proposals; signed by an officer of the firm who is authorized to execute legally binding agreements:

- Five (5) bound copies of the proposal
- Flash drive with PDF copy of proposal

The following features should be included or incorporated in the proposal:

1. Cover letter of no more than two pages in 12-point font size;
2. Index or table of contents;
3. Brief description of firm, including length of existence, experience with public safety computer aided dispatching and records management systems, firm size, and firm type (ie. sole proprietorship, corporation). The location of the firm's headquarters and any satellite offices located nearest to the City of Laguna Beach. The vendor shall also note the office from which this project will be managed.
4. Include a written statement acknowledging that the individuals included in the Project Organization will perform the work and that team members will not be replaced or removed from the team without written approval from the City;
5. Introduction and discussion of contract understanding;
6. Approach to contract, including contractor's proposed scope of work;
7. Description of Proposed Software Solution: Detailed technical and functional information related to your product(s) and detailed on which modules are separate,

interfaced or fully integrated;

8. Core Systems and Modules; Provide detailed information on the core system and its included components. Specify all modules by name and function and discuss how data flows between the modules. Specifically, describe how the data flows between the mobile and in-house system;
9. Versions and Life Cycles: Provide the current version, release date, lifecycle and end-of-life date for the core system, each module, any third party solution and any OS or database software used by the proposed system. List the programming language and version of any application server and the data base operating system;
10. Technical Requirements: Describe technical requirements and the technical environment for the use of your software. Provide information on what the City of Laguna Beach will need to optimize your proposed system. Provide the minimum hardware and software specifications for networking and security, server, database and client that are required to install and run the application. Specify any physical requirements, including space needs, UPS's, electrical power, cooling, etc. Include specifically, which application requires or is recommended to run on a separate database (online reporting, dashboards, etc.). Include other third party licensing requirements. Include all requirements and costs for a continued virtual server environment. Include all requirements for backup recommendations;
11. Geographical Files: Provide information on the geographical files your system uses. Describe how your mobile system utilizes these geographical files and how your system may differ from other vendors. Include information related to mobile computer geography, how it interacts with dispatch and how it will benefit dispatch and field personnel. Describe the format in which your system utilizes the map system (e.g. does your system digest native shape files or does it process a conversion);
12. Reporting and Dashboards: Include a list of all current reports built into your proposed system. Include a description of how the software manages the cross checking of errors to ensure accurate reporting. Include a description of how ad-hoc reporting or queries are handled within your system for an average user. Include how crime analysis can utilize your system, and include if this functionality is standard or add-on. Include any foreseen circumstances where a third party reporting system may be required. Describe any features, such as Dashboards, and how the data is combined and how is it presented to the users;
13. Unique Features: Identify any unique or distinctive features in your system that differentiates your product from competitor's products;
14. Training: Provide training time frame requirements for all staff assignments based on role (Dispatchers, Patrol, Detectives, Records, Property/Evidence, Jail Staff,

Firefighters, Command Staffs and Marine Safety personnel;

15. Scope of Work and Project Schedule: Provide a scope of work that reflects how the project goals and deliverables will be achieved. Include a project schedule of time frames, milestones, quality control, testing processes and criteria for completion of the project;
16. Data Conversion: Describe your data conversion methodology and best practices that you recommend for CAD and RMS data. Include technical information including any additional databases required for conversion, where the conversion services will take place (i.e. will you remotely access current data for conversion, or would you prefer to have the data at your facility). Describe how to manage the data conversion process to ensure the project stays on schedule. (The City desires to convert the existing data so that it is still obtainable by employees);
17. Transition to Support: Explain the process the implementation team will use to transfer to your support team and how open bugs/issues from “go-live” will be resolved. Include a sample “Transition to Support Document.”
18. Integration with Different RMS’s: There may be circumstances where the selected CAD/RMS product will need to integrate the CAD with a different vendor’s RMS. Describe the technical requirements for this integration, list the data elements that an existing RMS will receive from CAD, list the technical and data limitations and list some references where the proposed CAD has been integrated to other RMS’s and what the other RMS product was;
19. Project Pricing: **Provide pricing in an itemized order by line item.** All costs must be included. All pricing shall include the following; base price of CAD, RMS, Field Reporting and Mobile, JMS and which components are included, cost for additional modules, costs for third party products, itemized costs for hardware, services, licensing and third party software and training, itemized cost for all required interfaces, cost of site license or seat license, cost of project management and implementation, including itemized costs for travel/lodging, cost of training, cost of data conversion from the existing Police Hexagon (Intergraph ILeads RMS system) and Fire/Marine Safety Firehouse RMS systems, payment schedule milestones up to project completion;
20. Implementation: Describe your implementation methodology for a project of this scope with a multi-public safety dispatch center. Include a preliminary implementation schedule for all applications, the required time for system and application training, program testing and sequence of the installation of the various applications. Include a staffing matrix with estimated staff required by role and estimated required time per month;

21. Completed Proposal Form/City Requirements **(Attachment A)**;
22. Descriptions of similar contracts, particularly with other municipalities;
23. Brief overview of the firm's accounting procedures;
24. Staffing plan: Brief resumes or biographies of key lead staff members directly involved in this contract;
25. Classification and number of non-technical field staff proposed to perform the work;
26. Use of subcontractors;
27. Support via Remote Access: As part of system support and maintenance, the company's support personnel should have the capability to connect to the proposed system to investigate problems. If special software or hardware is required to support this capability, it shall be included in the pricing;
28. Software Updates: The Company shall describe its software update or upgrade policy.

Specifically:

- a) How frequently and under what circumstances are software updates provided?
 - b) How is the City notified of available updates?
 - c) What is involved in implementing an update?
 - d) How many hours will the system usually be down during an update?
 - e) Does the company ever charge for updates or new versions of products licensed? If so, under what circumstances?
 - f) How frequently does the company release new, enhanced versions of software?
 - g) How many enhancements would we expect with these new versions?
 - h) What is the company's approach to migration from earlier versions?
 - i) How many versions will the company support?
 - j) Is the new NIBRS federal crime reporting software included in this bid?
29. Support, Warranty and Maintenance:
- a) System Acceptance Plan: Provide a System Acceptance Plan for the project and segregate it into tasks/phases that will allow efficient project progress while also providing a means for monitoring the project. Include your definition of "system acceptance" and at what point in the project this will occur.
 - b) First Year Support: Describe if the proposed system includes first year support, maintenance and updates of the software to begin upon system acceptance. If

not included in base price, provide associated costs in the project pricing line item.

- c) System Support: Describe in detail the system support to be provided. This shall include how software and hardware problems will be resolved and the terms of the warranty. Include support days and hours available and if the company provides support. Specify the response time for telephonic or in-person support based on the severity of the support call.
- d) Annual Maintenance: Provide a quotation for maintenance of the proposed systems for the five years following expiration of the first year warranty period. Describe when year two annual maintenance fees are due (e.g. one year from contract execution or one year from project acceptance). Describe service level including, if applicable, remote problem diagnosis and correction, on-site problem correction and response time. Include a sample maintenance contract and include the calculation utilized to determine the cost and the payment schedule you require. Include projected annual fee increases and how they were calculated.

30. List of at least five other public agency references, including agency names, contact names, titles, phone numbers and project information;

31. Description of final work products to be delivered to the City; and

32. Projected implementation plan and estimated delivery time.

The proposal shall generally be brief, concise, and free of any unnecessary marketing information. Proposals which convey the qualifications of the project team primarily, and the firm qualifications secondarily, are preferred. The fee proposal shall be submitted in a separate envelope, as described in the following section.

Vendors electing to submit a proposal for all public safety CAD/RMS systems, or a proposal for Police/Marine Safety CAD/RMS services only, must prepare and submit a comprehensive response to all requested information in the scope of service below. Two RFP proposals cannot be combined into one, as the City is seeking different responses, and will decide whether to replace all CAD/RMS software for public safety entities or just one for the Police/Marine Safety CAD/RMS.

It is understood, and agreed upon by the submitting vendor, that the City of Laguna Beach has the right to withhold, until after a contract award, all information regarding this procurement, including but not limited to: the number of proposals received, competitive technical information, competing price information, and City of Laguna Beach evaluation concerns regarding competing proposals.

Errors and Omissions:

The vendor shall point out to the City of Laguna Beach, and not be allowed to take advantage of, any obvious errors and/or omissions within this offering or the vendor's response.

Rights to Pertinent Materials:

All responses, inquiries, and correspondence relating to the RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the vendor that are submitted as part of the proposal shall become the property of the City of Laguna Beach upon receipt.

Right to Reject Offerings:

The City of Laguna Beach reserves the right to reject any and all offerings or any part of any offering, to waive minor defects or technicalities, or to solicit new offerings on the same project or on a modified project which may include portions of the originally proposed project as the City of Laguna Beach may deem necessary in its interest.

The City of Laguna Beach reserves the right to cancel the award of a contract at any time. In all matters relating to the cancellation of this RFP, the City of Laguna Beach shall be the sole judge of its best interest and vendor compliance with terms and conditions. The City also reserves the right to cancel the process based upon the lack of bids (less than four) for each of the two different possible submissions.

Demonstrations:

As part of the evaluation process, the City of Laguna Beach will require demonstrations of the product and/or specific applications which are installed and operational. Finalist vendors should be prepared to demonstrate applications and answer questions with the City of Laguna Beach representatives. All costs of the demonstrations are the vendor's responsibility.

The City of Laguna Beach may require visits to existing installations of comparable systems.

If the finalist vendor determines that it is more economical to have at least 10-12 Laguna Beach representatives travel to an offsite location (vendor headquarters or another site) to view a demonstration, then the project manager will discuss the feasibility with the vendor representative. All travel costs for the offsite demonstration must be paid by the vendor (outside of any Laguna Beach employee salaries and/or overtime). The travel costs would include any flights, rental cars, hotels and food per diem. The estimated dates for the demonstrations would be March-April 2020.

VIII. CONTRACTUAL OBLIGATIONS

The City of Laguna Beach will require contractual obligations (regardless of any current agreements between the vendor and the City of Laguna Beach). These terms will include, but are not limited to, the following:

1. Requirement to Meet All Provisions- Each firm submitting an offer shall meet all the terms and conditions of the RFP. By virtue of its offering submittal, the vendor acknowledges agreement with, and acceptance of all provisions of the RFP specification. By signing and submitting an original proposal in response to this RFP, the bidder agrees to the standard conditions and terms and certifies it maintains a drug free work place.
2. Inclusion of Offering- The offer submitted in response to this RFP will be required to be included as part of the final contract with the selected vendor.
3. Accountability- The selected vendor will be required to attend, at a minimum monthly, project status meetings and submit monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken.
4. Warranty- All equipment and software are to be under warranty for at least one year from the date of system acceptance. If the original warranty provided by one manufacturer is longer than the one year period, the City of Laguna Beach shall receive the benefit of the additional warranty period. The warranty shall require the vendor to be responsible for all cost of parts, labor, field service, and pickup and delivery service charges related to repairs or corrections during the warranty period. There will be no cost to the City of Laguna Beach beyond those identified in the offering. Further information is provided under the “Warranty and Maintenance” section of this RFP.
5. Costs- All costs must be detailed specifically in the vendor cost summary section of the offering in U.S. dollars (only); no additional charges (i.e.; transportation, installations, training, out-of-pocket expenses, etc.) will be allowed unless so specified in the offering. Vendors must complete detailed cost pages for all charges associated with this RFP.
6. System Acceptance- The final contract with the City of Laguna Beach will contain items such as performance guarantees for system availability, response time, loading capacity, functionality, and system acceptance criteria. Some of the specific guarantees required are identified in the Vendor Response Section. The selected vendor should be prepared to include such items within the scope of services and pricing.
7. Ability to Perform- The selected vendor warrants that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, and local ordinances and regulations.

8. Laws to be Observed- The selected vendor shall keep itself fully informed of, and shall observe and comply with, all applicable local, State, and Federal laws, regulations, adopted codes, and statutes and regulations regarding civil rights laws and equal opportunity employment during its performance of the work. Neither the contractor nor any subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to the employee or applicant's tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability, national origin, or sexual orientation.

9. Payment of Taxes- The offering costs shall include full compensation for all taxes which the selected vendor is required to pay. (Any sales tax which would be the responsibility of the City of Laguna Beach shall be included in the proposal.)

10. Permits and Licenses- The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations related to the performance of the contract.

11. Selection and Award of Contract- The final award of a contract is subject to the approval of the City of Laguna Beach, which reserves the sole right to select the successful vendor, to reject any and all proposals as non-responsive or unsatisfactory, to award a contract to a vendor on criteria other than lowest cost proposal, or to not award a contract as a result of the responses to this RFP.

12. Payment Schedule- The City of Laguna Beach and the selected vendor will negotiate a payment schedule based on defined and measurable milestones and deliverables. Under no circumstances will payments be made in advance of work performed. The City of Laguna Beach will require substantial holdback of contract monies until acceptable performance is demonstrated (a minimum of 10%).

13. Knowledge of Conditions- Before submitting an offering, vendors must carefully examine this RFP and inform themselves thoroughly as to all the difficulties involved in the completion of all work pursuant to the requirements of this document. Any pleas of ignorance of the conditions or difficulties that may be encountered in the execution of the work, pursuant to this document, as a result of a failure to make the necessary examinations or investigations, shall not be accepted for any failures or omissions on the part of successful vendors to fulfill, nor shall they be accepted as a basis for any claims whatsoever for extra compensation or for the extension of time.

14. Training- The City of Laguna Beach and the vendor will develop a mutually agreeable training schedule. Training will be conducted in the City of Laguna Beach and consist of both operational and administrative information. Training is a critical issue for the City of Laguna Beach personnel. In preparing a response, be prepared to address the number

of persons to be trained, estimated hours of training and the availability of training medium materials (including photocopies, electronic formats and video media).

15. Software Defects- The vendor shall promptly correct all software defects for which the vendor is responsible, within a time period agreed upon by the City of Laguna Beach and the vendor.

16. Patents and Royalties- Vendors, without exception, shall indemnify and hold harmless the City of Laguna Beach, its officers, officials, employees, designated volunteers and agents from any liability of any nature or kind, including costs and expenses for, or on account of, trademark, copyrighted, patented, or non-patented inventions, processes or articles manufactured or used in the performance of the contract, including its use by the City of Laguna Beach. If the vendor uses any design, device or materials covered by patent, trademark or copyright, it shall be mutually understood and agreed without exception that the offering prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

17. Current Manufacture- Equipment furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.

18. Prior Use- The City of Laguna Beach reserves the right to use equipment and material furnished under this offering prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the City of Laguna Beach.

19. Current Version- "Packaged" application and system software shall be the most currently published or vendor's version in use, as of date of system delivery.

20. Changes- No alteration in any of the terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the City of Laguna Beach.

21. Penalties- The City of Laguna Beach may wish to include in the final contract, penalty provisions for non-performance, such as liquidated damages.

22. Unavailability of Funds- If funds are not available to the City of Laguna Beach, this award will be postponed, canceled, or phased. The City of Laguna Beach makes no guarantee by release of this RFP that any offerings will be selected and/or funded.

23. Background Checks- The successful vendor will be required to authorize the investigation of its personnel proposed to have access to non-public areas of the Laguna Beach Police Department facilities. The scope of the background check is at the discretion of the Laguna Beach Police Department. Proposed staff will be required to

provide their full legal name, date of birth and social security number.

24. Notice to Proceed- Will be issued after the City of Laguna Beach receives the fully executed contract.

25. Violation of Terms and Conditions- Violations of the terms and conditions contained in this RFP or any resultant contract, at any time before or after the award, shall be grounds for action by the City of Laguna Beach which may include, but is not limited to, rejection of a bidder's proposal.

26. Insurance- (As noted earlier in this RFP.) The Contractor shall not commence work under a resulting contract until they have obtained all the required insurance hereunder and provide the City of Laguna Beach with proof of this insurance. The Contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and proof has been provided.

- a) Proof of the insurance submitted by the contractor to the City of Laguna Beach shall not limit, relieve or decrease the liability of the Contractor.
- b) If by the terms of any insurance includes a mandatory deductible, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.
- c) The Contractor shall take out and maintain during the life of this Contract; Commercial General Liability Insurance and Commercial Automobile Liability Insurance, to protect contractor and any subcontractor performing work covered by this Contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operation by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.
- d) The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. This policy shall include the City of Laguna Beach, and others as required by the Contract Documents, as an Additionally Insured. This policy shall be primary, and any insurance or self-insurance carried by the City of Laguna Beach shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-Owned and Hired vehicles.

27. Worker's Compensation- Worker's Compensation and Employer's Liability Insurance shall be maintained for all of the contractor's employees to be engaged in work on the

project, under this Contract and, in case any such work is sublet. The Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for the subcontractor's employees who are intended to be engaged in such work.

IX. SCOPE OF SERVICES

The Contractor shall provide all engineering, installation, modifications, additions, and other services necessary to install the necessary equipment to make the CAD/RMS system fully operational. It will commission, test and maintain the hardware/software which will be linked to an existing network (the length of the maintenance agreement is negotiable).

Except for any existing materials provided by the City, the Contractor shall provide all necessary supplies, materials and equipment necessary to install the hardware/software to include: all servers, cabling, and software. *(Additional scope of work details can be found in Section VII: Proposal Requirements.)*

The work shall conform to the standards of the Laguna Beach Municipal Code.

Any portion of this proposal and the implementation that requires **prevailing wage** shall be the responsibility of the Firm to manage.

General services requirements outlined above, describe the minimum work to be accomplished. Upon final selection of the firm, the scope of service may be modified and refined during negotiations with the City.

X. FEE PROPOSAL

The vendor shall submit a completed Fee Proposal in their desired format. This fee proposal will accompany the response to the RFP (see selection guidelines in Section XI), along with the letter stating that insurance coverage can be obtained, and with Attachment A; which provides the new systems requirements (desirables).

XI. SELECTION GUIDELINES

The evaluation criteria used in the selection process includes, but is not limited to, the following criteria:

- A. Quality & Completeness of Proposal
 - 1. Relevance & Conciseness of Proposal

2. Statement of Qualifications
 3. Work Statement and Quality Control Plan
- B. Corporate Capability
1. Qualifications and experience of staff
 2. Proper contractor licenses
 3. Quantity and types of equipment
 4. The ability of the firm to provide the proper insurance coverage
 5. Financial ability of the firm to provide services to the City
 6. Experience in the management of electronic databases
 7. Internal training program for employees.
 8. Internal & support staff
 9. Equipment
- C. Reference Evaluation
1. Current contract work experience
 2. Customer Service Record
 3. Performance record of firm relating to a Project Schedule of similar scale
 4. Quantity and Quality of work previously performed
 5. References (Five Professional)
- D. Facility Evaluation
1. The firm's customer service program
- E. Information Management
1. References
 2. Software to be provided to the City
 3. Technical support for software and data management
 4. Quantity and types of inventory equipment
 5. The ability to provide software and/or hardware updates
 6. Geographic Information System (GIS) capabilities
- F. Services
1. Proposed program
 2. Ability to recommend and meet Project Schedules
 3. Capability to perform all proposed services
- G. Cost/Fee Proposal
1. An evaluation of the firm's submitted Cost/Fee Proposal

XII. SELECTION PROCESS

Proposals submitted will be evaluated by a Selection Committee, with a minimum of four members, appointed by the Project Manager, Captain Jason C. Kravetz. (The Committee may, or may not include a consultant.)

The Selection Committee will evaluate proposals on a variety of quantitative and qualitative criteria. This criteria upon which the evaluation of the proposals will be based on, includes, but it is not limited to, the following:

(Based upon a 100 point scale)

- A. Compliance with the RFP Requirements
- B. Design, capability and functionality of the system as determined by the attendees of the demonstrations.
- C. Level of integration between applications and demonstrated interfaces with external systems/devices.
- D. Recent experience in conducting similar scope, complexity, and magnitude for other public agencies.
- E. Availability and ability to demonstrate installation of the proposed software applications required by the City of Laguna Beach.
- F. Financial stability and resources of the vendor.
- G. Price
- H. Quality and depth of references
- I. Level of service and responsiveness the vendor commits to providing after implementation.
- J. Feasibility, timeliness and quality of software implementation schedule and conversion plans.
- K. The number of hours and extent of user training.

At least four reasonable proposals qualifying on the basis of technical ranking will be submitted to a demo team consisting of several members of the Laguna Beach Police, Fire and Marine Safety Departments. This team will personally review the products for compatibility and complete a survey after each vendor has had the opportunity to provide a one day demonstration of their product. The demonstrations will be at a location and date agreeable to the Project Manager (Laguna Beach or an offsite location proposed by the vendor). The vendor may include outside customers in the product demonstration.

The vendor receiving the highest scores from the demo team will be forwarded to the selection committee.

The City may also contact and evaluate the bidder's and subcontractor's references; contact any bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of a

proposal; and seek and review any other information deemed pertinent to the evaluation process.

A committee member or designee will enter into negotiations with the selected vendor and the final agreement will ultimately be forwarded to the Laguna Beach City Council for review and approval. The selection committee shall not be obligated to accept the lowest priced proposal of either type of proposal submitted, but shall award a contract in the best interests of the City of Laguna Beach.

Interviews

During the evaluation process, the Selection Committee may, at its discretion, request any one, or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. (Not all firms may be asked to make such oral presentations.)

The City of Laguna Beach reserves the ultimate right to determine whether to purchase and replace the current CAD/RMS configuration, which serves the Police, Fire and Marine Safety Departments, or to solely replace the Police/Marine Safety CAD/RMS. No determinations will be made until all proposals for the systems are reviewed by the Selection Committee and Project Manager.

XIII. GENERAL TERMS AND CONDITIONS

- A. The City of Laguna Beach reserves the right to reject any and all proposals.
- B. The City will not be responsible for any costs incurred by respondents in the preparation and submittal of a response to this request. The City Manager will make a recommendation to the City Council who will award the agreement based upon the City's standard maintenance services agreement.
- C. The City of Laguna Beach reserves the right to modify the scope of the project at any time.
- D. Documents and findings (regardless of the format) that are associated with this project shall be the property of the City of Laguna Beach.
- E. Proposals shall remain effective for 90 days beyond the submitted date.
- F. Contractor agreement will be the City's standard Maintenance Services Agreement. This agreement contains the City's insurance requirements that must be met prior to execution of the agreement.

XIV. DEADLINE

Proposals must be delivered to:

City of Laguna Beach
Police Department
Attention: Jason Kravetz, Captain
505 Forest Avenue
Laguna Beach, CA 92651

Submissions must arrive no later than Monday, January 6, 2020, at 4:00 p.m.

Five (5) bound copies of the proposal should be submitted along with a PDF copy on a flash drive.

XV. ANTICIPATED PROPOSAL SCHEDULE

Activity	Date
Advertise for Proposals	11/18/19
Proposal Closing	01/06/20
City Council Award of Contract	TBD
Begin Contract	TBD
End Contract	Negotiable

XVI. STANDARD TERMS AND CONDITIONS

(Restated Information)- This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City of Laguna Beach. If any proprietary information is contained in the proposal, it should be clearly identified.

- Amendments- The City of Laguna Beach reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the City of Laguna Beach website. Bidders should check this website on a weekly basis for any RFP changes and/or new information.
- Cost for Preparing Proposal- The cost for developing the proposal is the sole responsibility of the bidder. All proposals submitted become the property of the City of Laguna Beach.

- Confidentiality Requirements- The staff members assigned to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Freedom of Information Act. The City of Laguna Beach cannot protect all proprietary data submitted in proposals.
- Financial Information- The City is concerned about bidder's financial capability to perform, therefore, we may ask you to provide sufficient data to allow for an evaluation of your firm's financial capabilities.