



CITY OF DULUTH

REQUEST FOR PROPOSALS FOR

PUBLIC SAFETY RECORDS MANAGEMENT SYSTEM

RFP NUMBER 2016-15AA

ISSUED AUGUST 2, 2016

PROPOSALS DUE SEPTEMBER 15, 2016

SUBMIT TO

**CITY OF DULUTH
ATTN : PURCHASING
CITY HALL, ROOM 100
411 WEST 1ST STREET
DULUTH, MN 55802**

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PART I

GENERAL INFORMATION

I-1. Introduction. The City of Duluth is soliciting proposals for the purchase of a state-of-the-art, integrated Public Safety Records Management System. The total Project will include the selection and acquisition of software and hardware, installation, training and maintenance costs to replace or upgrade the current system.

The overall goals are as follows:

- Improve service to the public
- Provide user-friendly software applications for sworn and non-sworn personnel
- Provide an accurate and efficient means to manage Public Safety Records Data
- Provide security to ensure confidentiality and privacy to access and retrieve data
- Provide flexibility to allow for emerging technologies and future expansion
- Enhance officer safety and efficiency by providing remote access to RMS Data.
- Provide integrated solutions for data sharing

It is the City's intent to sublicense the awarded system to partner entities. All sublicensees will be required to execute a Sublicensing Agreement. By submitting a proposal, Vendor is agreeing to extend to the City the right to grant sublicenses.

I-2. Calendar of Events. The City will make every effort to adhere to the following schedule:

| Activity | Date |
|--|-------------------------------|
| Pre-proposal Conference (can attend by phone) | <u>08/12/2016</u> at 10:00 AM |
| Deadline to submit Questions via email to purchasing@duluthmn.gov | 8/18/16 |
| Answers to questions will be posted to the City website no later than this date. | 8/19/16 |
| Proposals must be received in the Purchasing Office by 4:30 PM on | 9/15/16 |
| Demonstrations scheduled weeks of | 10/24/16 & 10/31/16 |
| Final award decision | Weeks of 11/28/16 & 12/2/16 |
| Anticipated project kickoff | January 2017 |

I-3. Rejection of Proposals. The City reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in its best interests. The City is not liable for any costs the

Vendor incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-4. Pre-proposal Conference. The City will hold a Pre-proposal conference on Friday, August 12, 2016 at 10:00 AM local time. The conference will be held in City Hall, 411 West 1st Street, Room 106A, Duluth, MN 55802. Interested vendors will also be able to attend via teleconference by calling 218-730-5949. This conference number should be open approximately 5 minutes prior to the start of the conference. If you attempt to call in and receive a “fast-busy” signal, please wait a few moments and try again. Please be prepared to provide your name, company name, e-mail address, and contact telephone number to the meeting coordinator when you enter the meeting.

The purpose of this conference is to provide opportunity for clarification of the RFP. Attendance at the Pre-proposal Conference is optional, although all interested Vendors are strongly encouraged to attend.

I-5. Questions & Answers. Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at purchasing@duluthmn.gov **no later than August 18, 2016**. Answers to the questions will be posted as an Addendum to the RFP.

I-6. Addenda to the RFP. If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/>. Although an e-mail notification will be sent, it is the Vendor’s responsibility to periodically check the website for any new information.

I-7. Intent to Propose. Prospective Vendors are encouraged to send an e-mail to purchasing@duluthmn.gov indicating their intent to submit a proposal by 8/18/16. Indicating an intent to propose does not obligate the vendor, however it will ensure that the Vendor will be notified when any addenda or other notices are posted pertaining to the RFP.

I-8. Modification or Withdrawal of Proposals. Vendors may modify or withdraw their proposals prior to the due date and time by submitting their modifications or request to withdraw in writing to the Purchasing Division.

I-9. Response Date. To be considered for selection, hard copies of proposals must arrive at the City on or before the September 15, 2016 at 4:30 PM local time. The City will **not** accept proposals via email or facsimile transmission. Late proposals will be rejected.

I-10. Proposals. To be considered, Vendors should submit a complete response to this RFP to the City, using the format provided in **Part II**, providing five (5) paper copies of the Technical Submittal and one (1) separately sealed paper copy of the Cost Submittal. In addition to the paper copies of the proposal, Vendors shall submit one **complete and exact** copy of the entire proposal (Technical and Cost submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office, Microsoft Office-compatible format or pdf format. Each proposal page should be numbered for ease of reference.

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award decision made. Please refer to Section I-18 for more information.

I-11. Signatures. An official authorized to bind the Vendor to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix **B** to this RFP) and the Proposal Cover Sheet is attached to the proposal, this requirement will be met. For this RFP, the proposal must remain valid for **120** days or until a contract is fully executed.

I-12. Disadvantaged Business Enterprises. The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers, if possible.

A list of certified Disadvantaged Business Enterprises is maintained by the Minnesota Unified Certification Program at <http://mnucp.metc.state.mn.us/>.

I-13. Tax Exempt Status. The City is exempt from paying sales tax. A copy of the Certificate of Exemption will be provided upon request.

I-14. Term of Contract. We anticipate that the initial term of this contract will be five (5) years, subject to negotiations. City contracts become effective (the "Effective Date") after City Council approval and after the contract has been fully executed by the selected Vendor and by the City and all approvals required by City contracting procedures have been obtained. The selected Vendor shall not start the performance of any work prior to the Effective Date of the contract and the City shall not be liable to pay the selected Vendor for any service or work performed or expenses incurred before the Effective Date of the contract.

I-15. Non-Collusion. By submitting a proposal, each Vendor understands, represents, and acknowledges that their proposal has been developed by the Vendor independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Vendor or its employees or agents to any person not an employee or agent of the Vendor.

I-16. Conflict of Interest. A conflict of interest exists if a Vendor has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. Either certify: (i) that your firm is unaware of any potential conflict of interest, or (ii) indicate the potential conflict(s) and the nature of such conflict. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your firm is currently, or have been, employed and which may be affected.

I-17. Minnesota Department of Human Rights Affirmative Action Certification. Under MN Statute §473.144, the City of Duluth may not accept any bid or proposal for a contract or execute a contract for goods or services in excess of \$100,000 with any business having more than forty (40) full-time employees within Minnesota on a single working day during the previous twelve (12) months, unless the firm or business has an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals that has been approved by the Commissioner of the Minnesota Department of Human Rights. Further, the City of Duluth may not accept any bid or proposal for a contract or execute a contract for goods or services in excess of \$100,000 with any business having more than forty (40) full-time employees on a single working day during the previous twelve (12) months in the state where the business has its primary place of business, unless the business has a certificate of compliance issued by the Commissioner of the State of Minnesota Department of Human Rights.

or the business certifies to the City of Duluth that it is in compliance with federal affirmative action requirements.

Each firm submitting a proposal must transmit documentation indicating the firm's compliance or exemption from the above requirements.

I-18. Minnesota Government Data Practices Act. Data supplied in response to this RFP by businesses, firms and individuals is governed by the Minnesota Government Data Practices Act in that:

- A. The information requested will be used to evaluate each Vendor's qualifications.
- B. The Vendor is not legally required to supply this information; however, failure to supply the information requested may result in that Proposal receiving lesser consideration and a determination by the City of Duluth that the Proposal is non-responsive.
- C. The public is authorized to receive the information that is not classified by law as private, confidential, or non-public data. The Vendor is responsible to clearly identify any data classified by law as private, confidential or non-public data and to provide the specific basis for the classification when the data is submitted to the City of Duluth.

I-19. Suspension/Debarment. By submitting a proposal, the Vendor certifies that it is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government, and if the Vendor cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

I-20. Notification of Selection. Vendors whose proposals are not selected will be notified in writing when contract negotiations have been successfully completed and the City has received the final negotiated contract signed by the selected Vendor.

PART II

PROPOSAL REQUIREMENTS

II-1. Format of Technical Submittal. To facilitate the evaluation of proposals, Vendors should prepare their technical response in the sequence specified below.

- A. Cover Page
- B. Table of Contents
- C. Section 1: Letter of Intent/Executive Summary
- D. Section 2: Response to Technical Requirements Work Sheet
- E. Section 3: Vendor Attachments
- F. Attachment A- Vendor Offer Signature and Certification Form
- G. Attachment B- Vendor Profile
- H. Attachment C- Description of Service
- I. Attachment D- General Training Guidelines
- J. Attachment E- Vendor/Solution Provider Contact Data
- K. Attachment F- Vendor References

Vendors must complete and include the Attachment forms provided in their Proposal. Fillable .pdf forms have been provided separately for easier and neater completion.

II-2. Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope from the Technical Submittal. The Cost Submittal must include:

- A. A breakdown of all costs involved, including all hardware, software, installation and training costs.
- B. A description and cost of any reoccurring fees such as annual maintenance and support costs.

The City will reimburse the selected Vendor for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the City has issued a notice to proceed.

PART III

CRITERIA FOR SELECTION

III-1. Evaluation. The City has selected a committee of qualified personnel, composed of City staff and representatives from some of the potential partner agencies, to review and evaluate timely submitted proposals. The Vendor whose proposal is determined to be the most advantageous to the City will be selected.

III-2. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

- A. Technical:** The City has established the weight for the Technical criteria for this RFP as **70 %** of the total points. The following components will comprise the technical portion of the evaluation:

1. Application Functionality

The evaluation team will rate the Vendor response to each module as listed in "Technical Requirements". A requirement should be viewed as a minimum need that must be met by the Vendor.

The evaluation team may eliminate any Vendor who does not fulfill all requirements and/or does not propose an acceptable alternative or modification. All responses designated as alternative or modified must be accompanied by a detailed explanation stating the commitment to meet the requirement and all pertinent information relative to the alternate or modification. The City reserves the right, at its sole discretion, to determine what constitutes an acceptable alternative or modification, and to waive or convert a requirement to a desirable feature or drop a requirement altogether from inclusion.

All responses must indicate the Vendor's present capability.

2. Technical Environment and Support

Factors for evaluation may include, but are not limited to, feature set, capability for interface with current systems, standards compliance, operations system(s), suitability and flexibility of application software, hardware limitations, ease of use, and ease of configuration, administration and security.

3. Level of Integration

Preference will be given to those vendors offering a fully integrated suite of applications. Preference will also be given to those products that eliminate redundant entry and provide a seamless interaction between NEMESIS RMS, public safety agencies and outside agencies. Evaluation consideration will also be given to those Vendors who have successful local installations of their applications and working interfaces to local, State and National databases

4. System / Information Security

This set of criteria will evaluate how well the vendor meets legal mandates and public safety requirements relating to maintaining the integrity and security of internal and external criminal justice and E911 medical services information. The focus of this evaluation will be the Vendor's ability to provide sound hardware, software and operational safeguards as set by the State of Minnesota Bureau of Criminal Apprehension (BCA) guidelines, Minnesota state government guidelines and industry best practices.

5. Project Implementation and Support

This set of criteria will evaluate the Vendor's capability to implement and support the full suite of products as requested in the RFP. The evaluation team will also take into consideration the implementation plan, the overall timing and duration of the Project, the technical capability of and experience of the Vendor, and the Vendor's vision and strategy.

6. User Support and Training

Initial training and ongoing training are critical factors in the evaluation of the Vendor's ability to deliver the final results desired in the RFP. The evaluation team will review training and support documentation within the Proposal and rate according to costs, desired and future direction.

The City reserves the right to eliminate from the selection process any proposal that scores below to 70% of the total available technical points.

- B. Cost:** The City has established the weight for the Cost portion for this RFP as **30%** of the total points. Cost points are calculated by giving the proposal with the lowest total cost the maximum number of Cost points available, and the remaining proposals a lesser number of points calculated in reference to the lowest cost. Any proposal that is twice the cost of the lowest cost proposal submitted or higher, will receive no points.

The evaluation factors may include, but are not limited to, base price, cost of alternate responses or modified responses, annual maintenance, and training. The valuation team reserves the right to adjust cost proposals to reflect factors that, in the team's judgment, would result in more accurate costs for their environment. These factors may include, but are not limited to, extracting items that are not afforded in the allotted budget for this Project, reduction of number of personnel licensed for any application proposed, reduction or extraction of various hardware options, and/or reduction of total Project scope.

III-3. Proposal Clarification. After the RFP proposal submission closure date, an award may be made on the basis of the proposals initially submitted, without any further discussion, clarification or modification. Therefore, Vendors should make sure their proposals contain their best offer.

III-4. Product Demonstrations/Presentations. The Evaluation Team will determine if product demos are required of any Vendor.

ATTACHMENT A – VENDOR SIGNATURE & CERTIFICATION FORM

Vendor Name: _____
(Please type or print name of Vendor)

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____ **E-Mail:** _____

I certify that I am a duly authorized representative of the Vendor listed above. The City of Duluth is hereby authorized to request from any individual or Vendor any information it deems necessary to verify any information provided by in this Proposal and to determine the capabilities and responsibility of Vendor as a prospective contractor with the City of Duluth.

Signature: _____
(Must be signed in full in ink by an officer of your Company)

Name: _____ (please type or print)

Title: _____ (please type or print)

Date: _____

ATTACHMENT B – VENDOR PROFILE

1. Vendor legal name:
2. Address of the office handling the Project:
3. Federal ID number:
4. Type of Operation: Individual ☐ Partnership ☐ Corporation ☐ Government ☐
5. Can your company provide, upon request, certificates of insurance meeting the following requirements?

☐ Yes ☐ No

Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.

- a. Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit, shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, and Contractual Liability. City of Duluth shall be named as Additional Insured by endorsement under the Public Liability and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming himself and City of Duluth. Upon execution of this Agreement, Consultant shall provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included.
- b. Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 60 days' notice prior to any cancellation or modification shall be required; and in such event, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.
- c. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.
- d. A certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- e. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Engineer's interests and liabilities.

6. The selected Vendor will be expected to sign an agreement containing the following indemnity clause:

“To the extent allowed by law, Consultant shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys’ fees and expenses in connection with any claims resulting from the Consultant’s a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant’s employees or contractors, or d) the use of any materials supplied by the Consultant to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.”

7. Is the Vendor currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and direction terms.

☐ Yes ☐ No

8. Are there any past or pending litigation or claims filed against the Vendor? If yes, please provide details of each including any affect they may have on their performance.

☐ Yes ☐ No

9. Is the Vendor currently in default on any loan agreement or financing agreement with any bank, financial institute, or other entity? If yes, specify date(s), details, circumstances and prospects for resolution.

☐ Yes ☐ No

10. Does any current relationship whether a relative, business associate, capital funding agreement or any other such kinship, exist between the Vendor and any NEMESIS RMS Consortium or City of Duluth employee or official? If yes, please explain relationship.

☐ Yes ☐ No

11. Are there any circumstances impacting the Vendor that could affect their ability to perform under any award made through RFP process? If yes, please explain both the circumstances and impact.

☐ Yes ☐ No

12. Please provide a brief overview of the Vendor's history and relevant experience.

13. How will the City of Duluth and the NEMESIS RMS Consortium benefit from the proposed solution?

14. What additional value can the Vendor provide over its competition?

ATTACHMENT C – DESCRIPTION OF SERVICES

1. Provide a statement of the project approach, any unique benefits, and other considerations.
2. Provide an estimate of the earliest start date following execution of a contract.
3. Submit a work plan with key dates and milestones. Response should include:
 - 3a. Identification of tasks to be performed by Vendor.
 - 3b. Identification of tasks to be performed by the City of Duluth.
 - 3c. Timeframes to complete performance of the identified tasks or expected timeframe in which the project would be completed.
 - 3d. Implementation strategy including transition plan if necessary.
4. Provide summary resumes for proposed project team members or assigned staff, including their specific experiences with similar projects, qualifications and special expertise, and number of years with your company.

ATTACHMENT D – GENERAL TRAINING GUIDELINES

The Vendor shall provide for Administrative/Technical Support, Supervisor and End User training. Training is defined as those hours specifically set aside for the sole purpose of training and not time spent providing instructions to staff prior to final inspection and acceptance.

The training should provide users with an understanding of how to best integrate and configure the system, assist them with development of skills necessary to take full advantage of the system's functions and features, and provide them with a working knowledge of the system as it relates to their daily job functions and the procedures of the department.

The agenda of training should include, but not be limited to, installation and upgrades, configuration, administration and maintenance of the system, system failure, backup and recovery procedures, data and program backup procedures, understanding the elements of each application and how it relates to the total system, integration between systems, basic and advanced use of each application of the software, etc.

Vendor should include in the cost proposal all training that will be offered as part of the total bid inclusive of all travel and per diem expenses and/or fees. Vendor should include on-site instructors, instructional materials, guides, training aids or workbooks, sample techniques, etc. If a "train the trainer" concept is proposed, please also provide cost options for complete on-site training, if available.

Vendors should keep the following parameters in mind when proposing a training regimen:

- Training should be job specific to the needs of each of the Department areas or divisions. Specific areas could be defined as: IT Technical Support, Dispatch, Officer Mobile and Field Reporting, Administration and Support Data Entry and Retrieval, Investigative, Data Analysis and Mapping, Statistical Analysis and Reporting and Data Retrieval, Analysis and Reporting
- "Hands-on" training is the preferred method for the above areas
- Training should include a documentation of processes, including examples
- In order to expedite total overall Departmental training, any "train the trainer" sessions should include multiple staff.
- Specify a variety of cost, content, etc. of training sessions to allow the Department flexibility in selecting training options

Provide a detailed written description that explains how the training provided will satisfy the needs of the City while adhering to the guidelines listed above.

ATTACHMENT E – PARTNER/SUB CONSULTANT CONTACT DATA

This section is for Vendors to enter information for any partners and associated vendors they are recommending for the core products they are proposing. This also includes the proposed peripheral hardware recommendations for the associated systems to support the applications proposed.

While this may not be the final contractual list of providers, it must represent the Vendors best representation of the final architecture as understood currently.

Prime Contractor / System Integrator Information:

| | Information |
|----------------|-------------|
| Vendor Name: | |
| Address: | |
| Address: | |
| Contact Name: | |
| Contact Title: | |
| Office Phone: | |
| Email: | |
| Comments: | |

Records Management System (RMS) Vendor:

| | Information |
|----------------|-------------|
| Vendor Name: | |
| Address: | |
| Address: | |
| Contact Name: | |
| Contact Title: | |
| Office Phone: | |
| Email: | |
| Comments: | |

Citation Applications Systems Vendor:

| | Information |
|----------------|-------------|
| Vendor Name: | |
| Address: | |
| Address: | |
| Contact Name: | |
| Contact Title: | |
| Office Phone: | |
| Email: | |
| Comments: | |

Field Reporting Vendor:

| | Information |
|-----------------------|-------------|
| Vendor Name: | |
| Address: | |
| Address: | |
| Contact Name: | |
| Contact Title: | |
| Office Phone: | |
| Email: | |
| Comments: | |

Other Vendor:

| | Information |
|-----------------------|-------------|
| Vendor Name: | |
| Address: | |
| Address: | |
| Contact Name: | |
| Contact Title: | |
| Office Phone: | |
| Email: | |
| Comments: | |

ATTACHMENT F – VENDOR REFERENCES

DETAIL REFERENCES - PLEASE LIST MINNESOTA AGENCIES THAT ARE ACTIVE SITES

RMS REFERENCE (1):

Customer Name:

Address:

City:

State:

Zip:

Contact Name:

Telephone:

Fax:

E-Mail:

No. of Years Installed:

RMS REFERENCE (2):

Customer Name:

Address:

City:

State:

Zip:

Contact Name:

Telephone:

Fax:

E-Mail:

No. of Years Installed:

RMS REFERENCE (3):

Customer Name:

Address:

City:

State:

Zip:

Contact Name:

Telephone:

Fax:

E-Mail:

No. of Years Installed:

MOBILE / FIELD REPORTING REFERENCE (1):

Customer Name:

Address:

City:

State:

Zip:

Contact Name:

Telephone:

Fax:

E-Mail:

No. of Years Installed:

MOBILE / FIELD REPORTING REFERENCE (2):

Customer Name:

Address:

City:

State:

Zip:

Contact Name:

Telephone:

Fax:

E-Mail:

No. of Years Installed:

MOBILE / FIELD REPORTING REFERENCE (3):

Customer Name:

Address:

City:

State:

Zip:

Contact Name:

Telephone:

Fax:

E-Mail:

No. of Years Installed: