

REQUEST FOR PROPOSAL

**COMPUTER-AIDED DISPATCH, MOBILE DATA
SYSTEM AND ASSOCIATED INTERFACES**

FOR

**THE NORTH TEXAS
EMERGENCY COMMUNICATIONS CENTER**



December 15, 2020

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

TABLE OF CONTENTS

1. PURPOSE..... 1

2. RESPONDENT NOTIFICATION OF RESTRICTIVE REQUIREMENTS 1

3. BACKGROUND INFORMATION..... 1

3.1. CURRENT CONDITIONS/TOOLS..... 3

3.1.1. CAD System..... 3

3.1.2. Hardware..... 4

3.1.3. CAD Interfaces..... 4

3.1.4. Discipline Modules..... 5

3.1.5. Mobile Data System 5

3.1.6. 9-1-1 Answering Equipment..... 6

3.1.7. Logging Recorder 7

3.1.8. Master Clock..... 7

3.1.9. Radio Dispatch Consoles..... 8

3.1.10. NetMotion..... 8

3.1.11. Text/Alphanumeric Paging 8

3.1.12. Fire Station Alerting Interface..... 8

3.1.13. Emergency Medical Dispatch and Emergency Fire Dispatch..... 8

3.1.14. Texas Law Enforcement Telecommunications System..... 9

3.2. MUNICIPALITIES SERVED AND FUTURE GROWTH 9

3.3. LAW ENFORCEMENT 9

3.3.1. Current Conditions/Tools..... 10

3.4. FIRE AND EMERGENCY MEDICAL SERVICES 10

3.4.1. Current Conditions/Tools..... 10

3.5. GEOGRAPHIC INFORMATION SYSTEM DATA..... 11

3.5.1. Current GIS Layers..... 11

3.5.2. GIS Integration and Updates..... 11

3.6. SERVERS AND DATABASE 12

4. RESPONDENT’S MINIMUM QUALIFICATIONS 12

4.1. PROOF OF FINANCIAL STABILITY 12

4.2. PROOF OF EXPERIENCE 13

4.3. COMMITMENT TO USE CASE DEMONSTRATION EVALUATION..... 13

4.4. HYBRID DISPATCHING OF RESOURCES 14

5. SCOPE OF SERVICES 14

5.1. EXHIBITS 14

5.2. PROJECT MANAGEMENT AND SCHEDULE 15

5.3. COMMUNICATIONS MANAGEMENT..... 16

5.4. IMPLEMENTATION STAFF 16

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

5.5.	TRAINING	17
5.5.1.	<i>Training Guidelines</i>	18
5.5.2.	<i>Training and Test Environments</i>	20
5.6.	DOCUMENTATION	20
5.7.	SOFTWARE ESCROW.....	21
5.8.	WARRANTY PROVISIONS	21
5.9.	GENERAL MAINTENANCE PROVISIONS	23
5.10.	SYSTEM MAINTENANCE AND SUPPORT	25
5.11.	TECHNICAL CENTER SUPPORT	25
5.12.	FAILOVER SOLUTION AND FILE BACK-UP/FILE RECOVERY	26
6.	HARDWARE	27
6.1.	GENERAL SYSTEM REQUIREMENTS	27
6.1.1.	<i>System Design</i>	27
6.1.2.	<i>Virtualized Server Environment</i>	28
6.1.3.	<i>Services Related to Hardware and Software Installation</i>	28
6.1.4.	<i>Standard Operating Systems and Other Software</i>	28
6.1.5.	<i>Networking</i>	29
6.1.6.	<i>Hardware Alternatives</i>	29
6.2.	HOST SERVER REQUIREMENTS	30
6.2.1.	<i>Hardware Requirements</i>	30
6.2.2.	<i>Storage Area Network</i>	31
6.2.3.	<i>Concurrent System Operations</i>	32
6.3.	APPLICATION SERVER DEFINITION AND REQUIREMENTS	32
6.4.	END-USER WORKSTATION REQUIREMENTS	32
6.4.1.	<i>Desktop Hardware and Software</i>	32
6.4.2.	<i>Mobile Computer Hardware and Software</i>	32
6.4.3.	<i>Tablet/Smartphone Devices</i>	33
7.	PERFORMANCE CRITERIA	33
7.1.	PERFORMANCE REQUIREMENTS	33
7.2.	TESTING	33
7.3.	FUNCTIONAL ACCEPTANCE TESTING	34
7.4.	INTEGRATION TESTING	34
7.5.	INITIAL SYSTEM ACCEPTANCE	35
7.6.	GO-LIVE AND 30-DAY RELIABILITY TEST	35
7.7.	FINAL SYSTEM ACCEPTANCE	36
7.8.	ONGOING SYSTEM PERFORMANCE.....	36
7.9.	SYSTEM PERFORMANCE PROFILE	37
7.9.1.	<i>System Response Times</i>	37
7.9.2.	<i>Transaction Maximum Response Time for CAD and Mapping</i>	37
7.9.3.	<i>Transaction Maximum Response Time for CAD and MDS</i>	38
7.9.4.	<i>Computer System Availability</i>	38

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

7.10.	SUPPORT AND MAINTENANCE REQUIREMENTS	39
7.11.	SOFTWARE ERRORS.....	39
7.12.	ERROR REPORTING	39
7.13.	TECHNICAL SUPPORT CENTER	40
7.14.	SOFTWARE MALFUNCTION SEVERITY LEVEL DEFINITIONS.....	40
7.14.1.	Severity Level 1.....	40
7.14.2.	Severity Level 2.....	41
7.14.3.	Severity Level 3.....	41
7.14.4.	Severity Level 4.....	41
7.14.5.	Workaround.....	42
7.15.	RESPONSE TIME CREDITS.....	42
8.	CONTRACT TERMS AND CONDITIONS.....	42
8.1.	PROCEDURES.....	43
8.2.	CONTRACT ASSIGNMENT	43
8.3.	CONFIDENTIALITY AND SECURITY	43
8.4.	DELAYS	44
8.5.	DELIVERY FAILURES.....	45
8.6.	INSURANCE	45
8.7.	BONDING REQUIREMENTS	48
8.7.1.	Contract Payment and Performance Bonds.....	48
8.8.	INDEMNIFICATION	49
8.8.1.	Software Infringement.....	49
8.8.2.	Death and Personal Injury Provisions	49
8.8.3.	NTECC Indemnification Provisions.....	49
8.9.	SAFETY	50
8.10.	AMERICANS WITH DISABILITY ACT COMPLIANCE*	50
8.11.	EMPLOYMENT DISCRIMINATION BY RESPONDENTS PROHIBITED *	50
8.12.	DRUG-FREE WORKPLACE *	51
8.13.	CONFORMING EMPLOYER SEXUAL HARASSMENT POLICY *	51
8.14.	IMMIGRATION REFORM AND CONTROL ACT OF 1986 *	51
8.15.	SUBSTITUTIONS.....	51
8.16.	BACKGROUND CHECKS AND OTHER STATUTORY REQUIREMENTS	52
8.17.	CONDITION OF ITEMS	52
8.18.	WORKMANSHIP AND INSPECTION	52
8.19.	EXEMPTION FROM RETAILER’S OCCUPATION AND USE TAXES *	52
8.20.	ORDERING, INVOICING AND PAYMENT	53
8.21.	PAYMENTS TO SUBCONTRACTORS *	53
8.22.	ASSIGNMENT OF CONTRACT *	53
8.23.	TERMINATION	53
8.24.	CONTRACTUAL DISPUTES *	54
8.25.	SEVERABILITY *	54
8.26.	APPLICABLE LAWS/FORUM *	55

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

8.27.	NOTICES	55
8.28.	COUNTERPARTS	55
9.	EVALUATION OF PROPOSALS: SELECTION FACTORS	55
10.	PROPOSAL SUBMISSION FORMAT AND CONTENT	56
10.1.	PROOF OF RESPONDENT’S MINIMUM QUALIFICATIONS.....	57
10.2.	EXHIBIT A – GENERAL CAD FUNCTIONAL SPECIFICATIONS MATRIX	57
10.3.	EXHIBIT B – CAD FUNCTIONAL SPECIFICATIONS MATRIX.....	57
10.4.	EXHIBITS C – MOBILE DATA SYSTEM SPECIFICATIONS MATRIX.....	58
10.5.	EXPLANATION OF CLARIFICATIONS/EXCEPTIONS	58
10.6.	MOBILE CONNECTIVITY/AVL	588
10.7.	GIS/MAPPING	59
10.8.	INTEGRATED CAD AND MDS SOLUTION.....	59
10.9.	RADIO CONSOLE INTEGRATION	59
10.10.	REMOTE ACCESS TO CAD.....	59
10.11.	ACCESS TO CENTRALIZED PRE-PLANS AND OTHER CRITICAL DATA	60
10.12.	FIRE/EMS UNIT RECOMMENDATIONS.....	60
10.12.1.	<i>Static Run Card Recommendations</i>	60
10.12.2.	<i>Hybrid Method</i>	61
10.12.3.	<i>ProQA Determinant Code and General Interface to ProQA</i>	61
10.12.4.	<i>GIS Attribute Modifier</i>	62
10.13.	LAW ENFORCEMENT SPECIFIC RESPONSE CRITERIA.....	62
10.14.	CAD-TO-CAD.....	62
10.15.	DESCRIPTION OF SYSTEM.....	63
10.16.	REFERENCE SITES.....	64
10.17.	PROJECT APPROACH AND PROPOSED SERVICES	64
10.17.1.	<i>General Project Approach and Project Management</i>	64
10.17.2.	<i>Design, Development, Integration and Installations Services</i>	64
10.17.3.	<i>Testing, Implementation and Cut-over</i>	64
10.17.4.	<i>Training</i>	64
10.18.	DELIVERY AND IMPLEMENTATION SCHEDULE	65
11.	INSTRUCTIONS FOR SUBMITTING PROPOSALS	65
11.1.	PREPARATION AND SUBMISSION OF PROPOSALS.....	65
11.2.	PRE-PROPOSAL CONFERENCE	66
11.3.	QUESTIONS AND INQUIRIES.....	66
11.4.	LATE PROPOSALS.....	67
11.5.	FIRM PRICING TIMEFRAME	67
11.6.	SHIPPING QUOTES	68
11.7.	PROPRIETARY INFORMATION	68
11.8.	AUTHORITY TO BIND FIRM IN CONTRACT	68
11.9.	WITHDRAWAL OF PROPOSALS	68
11.10.	NTECC PERSONNEL SUPPORT/ITEMS.....	69

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

11.11. SUBCONTRACTORS	69
11.12. USE OF BRAND NAMES	69
11.13. RIGHTS OF NTECC	70
11.14. PROHIBITION AS SUBCONTRACTORS	70
11.15. PROPOSED CHANGES TO SCOPE OF SERVICES	70
11.16. MISCELLANEOUS REQUIREMENTS	70
11.17. NOTICE OF AWARD	71
11.18. DEBARMENT	71
11.19. PROOF OF AUTHORITY TO TRANSACT BUSINESS IN TEXAS.....	71
11.20. INSURANCE COVERAGE	71
EXHIBIT A – GENERAL CAD FUNCTIONAL REQUIREMENTS.....	72
EXHIBIT B – CAD FUNCTIONAL SPECIFICATIONS MATRIX.....	73
EXHIBIT C – MOBILE DATA FUNCTIONAL SPECIFICATIONS MATRIX	74
EXHIBIT D – PRICING FORMS.....	75

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

1. PURPOSE

The intent of this request for proposal (RFP) is for North Texas Emergency Communications Center (NTECC) to obtain fixed-price proposals from firms specializing in computer-aided dispatch (CAD) and mobile data system (MDS) software utilized in emergency communications centers and by emergency responders in the field.

NTECC expects that CAD and MDS shall be fully functional and currently deployed, and in use in jurisdictions of comparable size and scope. All systems sought under this RFP must be multiagency and multijurisdictional. Beta systems, or systems that are undergoing major functional changes or enhancements, are not acceptable for the major components sought in this solicitation. Although NTECC is interested in implemented systems with a proven track record and implementation history, that does not preclude Respondents from submitting optional proposals that may utilize emerging technologies.

The successful CAD and MDS Respondent(s) shall be capable of providing a fully integrated operational turnkey system that is configurable, and which includes installation, training, testing, user documentation, and cutover/operational support during post-go-live reliability testing. Respondents must propose system warranty and maintenance to include system update services that include all third-party services and interfaces.

2. RESPONDENT NOTIFICATION OF RESTRICTIVE REQUIREMENTS

It is NTECC's intent that this RFP allow competition. It shall be the Respondent's responsibility to advise NTECC in writing of any language, requirement, specification, etc., or any combination thereof, that inadvertently restricts or limits the requirements stated in this RFP to a single vendor. Such notification must be received by NTECC not later than 15 days prior to the date set for acceptance of proposals.

3. BACKGROUND INFORMATION

NTECC is a Public Safety Answering Point (PSAP), located at 1645 W Frankford Rd, Carrollton, Texas. It is an incorporated entity established by its board of directors on May 1, 2014.

NTECC currently serves four suburban Texas communities located northwest of Dallas. The four communities are in the counties of Denton, Dallas, and Collin. The member communities are Carrollton, Farmers Branch, Addison and Coppell. The combined population of the communities

REQUEST FOR PROPOSAL (RFP)

**NORTH TEXAS ECC
CARROLLTON, TEXAS**

served is nearly 200,000 as of the 2010 Census. These communities cover an area totaling 69 square miles.

Under its Intergovernmental agreement, NTECC provides service to the public safety agencies identified in Table 1 below.

Table 1: NTECC Public Safety Agencies Served

Law Enforcement	Fire Departments
Addison Police	Addison Fire Department
Carrollton Police	Carrollton Fire Department
Coppell Police	Coppell Fire Department
Farmers Branch Police	Farmers Branch Department

Management of NTECC is vested in a Board of Directors that is composed of the City Managers of the four jurisdictions. The Board has established the position of Executive Director to be the administrative head of NTECC, and that person is directly responsible to the Board of Directors for the agency's administration.

As a primary PSAP, NTECC is responsible for answering all incoming 9-1-1 calls and processing all emergency and non-emergency police, fire, and EMS events for its member municipalities and contracted agencies. The center currently operates 24 hours a day, 7 days a week, 365 days a year (24 x 7 x 365) in a split call taker and dispatcher operational model. Incoming 9-1-1 calls are answered by a call taker and then processed from that position. Dedicated police and fire/EMS dispatchers then assign field units to the calls for service. Although NTECC is configured as a split model with assigned duties (i.e., call taker, police dispatcher, fire dispatcher), all personnel work together as a team and assist each other with overflow work on each shift.

NTECC is licensed for Emergency Medical Dispatch with the Texas Department of State Health Services.

NTECC has nine full-time administrative positions, 48 full-time telecommunicators and six full-time supervisors. The communication center utilizes an 8-hour shift rotation and each shift has minimum staffing levels as defined in Table 2 below.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

Table 2: NTECC Minimum Telecommunicator Staffing by Shift

Shift	Telecommunicators	Supervisor
Midnights	11	2
Days	14	2
Evenings	14	2

Table 3 below provides the CAD, 9-1-1 customer premise equipment (CPE) and radio console equipment installed at NTECC.

Table 3: Technology Installed by Position at NTECC

Description	CAD Client Totals	9-1-1 CPE with Mapping	Radio Dispatch Console
Primary Operations Floor	15	Yes	Yes
Supervisor Office (Ops Manager)	1	No	No
Administrative Positions (office staff area) (IT, Sup Svcs)	6	No	No
Training Positions	13	No	No
Backup Positions	9	Yes	Yes
Remote Installs (City access)	280	No	No
Total CAD Clients	324		
Laptop Installed Mobile Data Clients (MDCs)	819		
Total All Clients	1143		

3.1. CURRENT CONDITIONS/TOOLS

Technology support for the communications center is provided by NTECC support staff, primarily an IT Manager, System Administrator, Radio System Administrator, CAD Systems Administrator and 9-1-1/Geographic Information Systems (GIS) Analyst. The GIS data set is developed and maintained by NTECC staff.

3.1.1. CAD System

NTECC originally installed and went live with its existing Central Square One Solution CAD system in 2016. The system software is multijurisdictional and multidiscipline, with NTECC utilizing the call taking, law enforcement, and fire/EMS user profiles. The CAD software was updated last in 2020. In its CAD system, NTECC utilizes full-fledged CAD client licenses installed at various police and fire stations to enable personnel to access CAD information. NTECC

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC CARROLLTON, TEXAS

operates the present system under an enterprise license configuration. NTECC also utilizes full CAD client licenses in many of its administrative offices within the communications center. NTECC seeks to modify this model with Web-based CAD, as indicated later in this document.

Location Validation within the current CAD system utilizes street centerline data maintained and edited in ESRI software at NTECC. Updated GIS data is exported and copied into the current system mapping files for display in the CAD map. Updated shape files are exported every four weeks to all dispatch positions.

The number of recorded CAD events logged by NTECC over the past three years is included in Table 4. Fire personnel handle all EMS events; therefore, EMS numbers are incorporated in fire CAD events.

Table 4: CAD Event Volume

CAD Events			
	2017	2018	2019
Law	70,109	90,125	89,437
Fire/EMS	21,999	22,908	22,613
Other	189	152	112
Total	92,297	113,185	112,162

3.1.2. Hardware

The current CAD system hardware configuration uses a client-server configuration. The workstations are not the original computers installed when the system initially was implemented. NTECC utilizes a training CAD environment in its system architecture, however, a test environment is also desired in the new platform. The proposal should include production CAD, training and test environments. Proposals should also include all hardware necessary for the systems to run proficiently in a public safety setting in addition to network and hardware architecture requirements and descriptions.

3.1.3. CAD Interfaces

NTECC current CAD interfaces include the Texas Law Enforcement Telecommunications System (TLETS), FIREHOUSE/ESO Fire RMS, Priority Dispatch EMD and EFD and the US Digital Designs fire station alerting platform. Table 5 identifies all interfaces within the current system.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

Table 5: Current CAD Interfaces

CAD Interfaces	
9-1-1 automatic number identification (ANI)/automatic location identification (ALI)	Central Square LE RMS
Page Gate	NICE Logging recorder
Automatic vehicle location (AVL)	Spectracom master clock
Priority Dispatch ProQA Paramount emergency medical dispatch (EMD) and emergency fire dispatch (EFD)	CryWolf
US Digital Designs fire station alerting	TLETS/NCIC ¹
FIREHOUSE/ESO FRMS	Axon Evidence
Harris Radio and encoding	CODY Systems Cobra
ESO ePCR	Everbridge
Mark 43 LE RMS	Integrated Computer Systems FRMS
Motorola Vesta NG9-1-1 Phone system	PM/AM Scheduling
Watchguard Video Interface	US Digital Design Fire Station Alerting
Mark 43 RMS	ICS RMS (Athena)
InCode RMS	

3.1.4. Discipline Modules

The NTECC currently operates utilizing two CAD discipline modules—law enforcement and fire/EMS. Fire/EMS calls are configured to generate a law enforcement call to “assist other agency.” Although many PSAPs employ a three-discipline dispatch model, with EMS being a distinct discipline, NTECC's current model is working well operationally and there are no current plans to change this.

3.1.5. Mobile Data System

NTECC is using the Central Square One Solution and Visual mobile application, purchased in 2016, which is integrated with the CAD system. There are approximately 809 mobile data

¹ National Crime Information Center

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

computers (MDCs), deployed as vehicle-mounted laptop computers in various law enforcement, fire, and EMS vehicles. The CAD system interface to the mobile data platform enables data or silent dispatch of CAD events. The mobile data application provides one-button status changes, plotting of incidents on the in-vehicle map, map routing capabilities and mobile messaging to other units and the communications center. In addition, for law enforcement operations, the mobile data application provides TLETS/NCIC queries through an interface.

Table 6: Mobile Data Computers

Mobile Data Computers	
Discipline	Count
Law Enforcement	636
Fire Department/EMS	172
NTECC (IT install)	1
Total	809

Connectivity to the message switch is managed locally by each community, which utilizes an Edge Router to link the CAD Network to the municipal network. Multi-IP and NetMotion software on the MDCs manage connectivity over commercial wireless carriers via air cards.

AVL is utilized for the agencies dispatched by NTECC; however, the AVL can be inconsistent due to different wireless connectivity hardware in the field and how the global positioning system (GPS) data is fed to the CAD. The AVL data is shared with other mobile units so that they can view the location of other units on the mobile mapping application. The mobile data application also has automatic routing capability for in-vehicle map-based routing to the event dispatched.

Each public safety agency has procured and maintains its own mobile data hardware. Most agencies use various models of Panasonic Toughbook's or other laptop computers. Respondents must provide minimum specifications for mobile hardware that detail what is required for optimum system performance (i.e., CPU speed, RAM, hard drive storage). Further, Respondents should specify in their proposal how their mobile data application performs over and LTE commercial wireless connectivity.

3.1.6. 9-1-1 Answering Equipment

The Center uses Motorola Vesta CPE, software version 3.9.2 SU9. The equipment, installed in 2009, is maintained and supported by Motorola and was updated in May 2017. The answering

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC CARROLLTON, TEXAS

positions are used to answer all incoming calls, both 9-1-1 and ten-digit emergency, to place outgoing calls, and for one-button call transfers.

The equipment can receive Enhanced 9-1-1 (E9-1-1) call data. An interface to the CAD system allows for the transfer of ANI/ALI data into the CAD event entry screen, which provides the ability to display the location of wireline calls, Phase I wireless tower locations, and Phase II wireless callers on the CAD map.

The 9-1-1 CPE provides instant recall recording (IRR) for all phone calls. There is an RS232 serial data connection between the CPE and the CAD system for the ANI/ALI data dump.

Table 7 below provides the NTECC incoming telephone call volume for the past three years.

Table 7: Incoming Telephone Calls

Phone Calls				
Type	2017	2018	2019	Average
9-1-1 Wireline	9,283	7,715	8,403	8,467
9-1-1 Wireless	101,110	103,287	108,614	104,337
VOIP	7,141	6,767	7,095	7,001
Other	7,132	9,071	6,888	7,697
Ten-Digit incoming	179,347	176,372	175,195	176,971
Outgoing	84,777	87,501	88,142	86,807
TOTAL	388,790	390,713	394,337	391,297

3.1.7. Logging Recorder

The Center uses a NICE Inform digital logging recorder, that records incoming 9-1-1 trunks, telephone lines and radio traffic. The NICE system also records screen captures of CAD workstations on the operations floor in 20-minute segments. Staff uses remote monitoring and playback software to review recordings for investigations and quality assurance purposes.

3.1.8. Master Clock

The Center has a master clock solution utilizing a Spectracom master clock. All critical systems, including CAD, 9-1-1 CPE, radio dispatch consoles, and logging recorder are interfaced to the master clock.

3.1.9. Radio Dispatch Consoles

NTECC uses Harris Symphony radio dispatch consoles that were installed in 2013 with an update in 2020. The radio system is Project 25 compliant and is a trunked radio network. The radio consoles were updated to version R12B for voice processing in May of 2020. For the computer operating system Windows 8.1 is being utilized. Further upgrades are planned, namely SR10A.7 which will upgrade computers to Windows 10 in late 2021. Harris consoles are used for back up fire station alerting via radio toning.

There are several other frequencies that are available in the Center for on-scene operations, local details, significant incidents/events, and other department/agency needs.

3.1.10. NetMotion

NetMotion is a software application used to help manage mobile data connectivity and provide a mobile virtual private network (VPN) solution. The application provides secure connectivity between the mobile server and the MDCs. This technology also enables mobile users to seamlessly roam in multiple network environments, including commercial cellular data (long-term evolution [LTE]) and local wireless “hotspots.” The software application is Federal Bureau of Investigation (FBI) Criminal Justice Information System (CJIS)- and Health Insurance Portability and Accountability Act (HIPAA)-compliant and supports encryption. Each city maintains its own NetMotion environment.

3.1.11. Text/Alphanumeric Paging

An additional feature used within the CAD system is a paging interface via a Page Gate that allows text to be sent to various user agencies.

3.1.12. Fire Station Alerting Interface

The current CAD system is interfaced to the US Digital Designs fire station alerting system, which is covered in more detail under section 3.4.1.2.

3.1.13. Emergency Medical Dispatch and Emergency Fire Dispatch

NTECC utilizes Priority Dispatch Corporation’s ProQA Paramount product for EMD and EFD. This electronic version assists dispatchers in call handling and determining criteria and pre-arrival instructions for all medical and fire events. ProQA must interface to CAD in the Respondent’s CAD solution.

NORTH TEXAS ECC
CARROLLTON, TEXAS

3.1.14. Texas Law Enforcement Telecommunications System

The Texas Law Enforcement Telecommunications System (TLETS) is the system that provides authorized agencies with access to criminal justice information and databases. The system is administered by the Texas Department of Public Safety and provides access to the following databases: Computerized Hot Files (CHF), Criminal History Record Information (CHRI), Motor Vehicle Registration and Driver's Information the FBI's NCIC, and NLETS, the International Justice and Public Safety Network.

The existing CAD system provides an interface to TLETS/NCIC at all positions within the Center. Currently, the CAD system interface is query only and provides vehicle and driver data that can be imported directly into the CAD event.

Access to TLETS/NCIC is available to the agencies via MDCs to query records only. The MDS provides an interface to TLETS/NCIC through the same interface shared by the CAD system.

3.2. MUNICIPALITIES SERVED AND FUTURE GROWTH

The selected system must be sized appropriately to meet specified performance criteria and accommodate any future workload increases based on the potential for additional communities and/or agencies joining NTECC. The system must be sized to ensure that sufficient storage capacities exist not only for initial data requirements, but also to meet projected increased volume from the agencies currently dispatched. The system must be scalable and capable of having its storage capacity easily and economically increased to meet changing operational needs or expanded system functionality.

In 2019, NTECC handled 112,162 police, fire, and EMS events within the current system. Based on the potential for adding additional communities and/or agencies, and to accommodate average annual volume increases, NTECC seeks to procure a system capable of handling 300,000 annual events, at a minimum. The system should be capable of doubling the number of existing dispatch positions/workstations that are currently in use. This capacity would provide future expansion capability necessary to accommodate additional user agencies, their associated activity volumes, and the future functional needs of the CAD and MDC systems. The procured CAD and MDC systems should be scalable to accommodate 200 percent growth.

3.3. LAW ENFORCEMENT

The four agencies providing law enforcement services and dispatched by NTECC are listed in Table 2. In all, there are 525 full-time law enforcement personnel across all agencies, with a maximum of 100 officers on-duty during peak shifts.

3.3.1. Current Conditions/Tools

The various law enforcement agencies use numerous different systems and tools to assist with daily duties and activities. These include at a minimum, event-viewing applications, records management databases, MDS, state-required/controlled databases, and Web-based applications, such as the National Insurance Crime Bureau VIN Assist.

3.3.1.1. Law Enforcement Records Management System

Law enforcement agencies utilize three different RMS systems between four agencies, Mark43, InCode and ICS (Athena.) All RMS systems interface with the CAD system. Event data is transferred from CAD after the event is closed. In addition, the CAD system has the capability of running numerous queries against the RMS database for subjects and vehicles, some of which are run in parallel with queries sent to TLETS/NCIC. The RMS systems that must interface with CAD are found in Table 6.

3.4. FIRE AND EMERGENCY MEDICAL SERVICES

The agencies providing fire/EMS services and dispatched by NTECC are listed in Table 2. In all, there are 1,200 fire/EMS personnel across all agencies, with a maximum of 400 on-duty during peak shifts.

3.4.1. Current Conditions/Tools

As noted earlier, all NTECC fire agencies provide EMS and utilize FireHouse/ESO electronic patient care reporting (ePCR) software from mobile computers.

3.4.1.1. Fire/EMS Records Management System

All NTECC fire agencies use FIREHOUSE/ESO software. Each agency maintains its own database and there is no single central database. Across the four fire agencies, different software versions of the FIREHOUSE/ESO product are in use. (Integrated Computer System?)

FRMS provides various modules including National Fire Incident Reporting System (NFIRS) incident reporting, training, supply inventory, pre-plans, hydrants, building inspections, personnel, equipment inventory, system inspections, and fire investigations.

There is an existing, one-way interface between the CAD system and FIREHOUSE/ESO software used by the fire agencies.

3.4.1.2. Fire Station Alerting

NTECC currently uses a US Digital Designs system for fire station alerting and the successful Respondent must interface with the fire station alerting system. This interface utilizes the CAD resource database and transmits dispatched units to the vendor's servers via a Transmission Control Protocol (TCP) port for processing. The servers utilize a computer voice to dispatch units through the speakers in the firehouse as well as the two-way radio. There are multiple ways to deliver the message if the primary system is busy or unavailable. Further, the system alerts the appropriate station/stations depending on what units are placed on the call.

3.5. GEOGRAPHIC INFORMATION SYSTEM DATA

3.5.1. Current GIS Layers

NTECC utilizes enterprise GIS-based Esri software and holds and maintains the GIS dataset for NTECC communities in Esri enterprise software. The same dataset is used in the Mobile Data and remote workstations throughout the organization; however, updating maps remotely is a challenge that NTECC is seeking to overcome with a more streamlined solution in its new system.

There are various features and image layers available to the CAD system mapping in the Center. Some of the common layers available include the following:

- Address points
- Streets
- Waterways
- Places of interest
- Municipal boundaries
- Police beats
- Aerial photography (Pictometry)
- Fire/EMS districts

3.5.2. GIS Integration and Updates

GIS data is updated on a regular basis on dispatch workstations. Respondent's CAD system must have a tightly integrated and robust GIS mapping capability. It is expected that the proposed system will provide the means to update dispatch workstations, mobile and remote terminals with no interruption or impact in CAD function. A mapping system that utilizes ESRI data with no conversion process is preferred. The new system should provide for NTECC staff to update GIS data at their discretion with no vendor intervention. Vendor should provide a means of checking updates in a test environment prior to pushing to a live environment. The vendor should also

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

provide any tools for the necessary conversion of current ESRI data into an acceptable data format in their CAD system.

3.6. SERVERS AND DATABASE

NTECC intends to upgrade its server infrastructure based upon the system needs of the successful Respondent. The preferred database platform is Microsoft SQL² Server. NTECC is seeking a system architecture that optimizes performance, yet efficiently utilizes server hardware to provide a training, test, and production environment for all systems.

The new CAD system shall leverage a centralized directory service, such as Active Directory, to reduce the number of different logins/passwords that users need to remember.

4. RESPONDENT'S MINIMUM QUALIFICATIONS

Respondents, including any subcontractors, must demonstrate that they have the resources and capability to provide the materials and services requested and shall meet the minimum qualifications contained in this section. Although detailed responses or solutions for some of the items contained in this section are required in Section 10, these minimum qualifications are introduced here to ensure Respondents can meet them before proceeding further. All Respondents must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for the proposal to be deemed non-responsive and rejected.

4.1. PROOF OF FINANCIAL STABILITY

- A. Audited financial statements for Respondent's last three fiscal years are required. Financial statements shall include, at a minimum, the balance sheet, statement of retained earnings, income statement, and any notes to the statements.
- B. If the date of the financial statements provided in A. above is more than three months from the date in which NTECC requests the information, then Respondents also must provide interim financial statements consisting of a balance sheet and year-to-date income statement, as of two months prior to the date of NTECC'S request.
- C. Evidence is required—by certification from the Chief Financial Officer or an authorized signing officer of the Respondent—regarding the accuracy of any financial information provided.

² Structured query language

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC CARROLLTON, TEXAS

- D. Formal certification is required—on Respondent’s stationery signed by the owner or authorized officer of the company—indicating that the proposing firm has not filed for bankruptcy in any form, nor are there any current intentions of filing any type of bankruptcy proceedings. In the event a Respondent has or is considering filing bankruptcy of any type, formal certification will take the form of a written explanation of such filing, complete with history and current status.
- E. If any proposal is submitted by a joint venture, then the specific financial information requested may be required from each member of the joint venture, as determined by NTECC.
- F. If a Respondent or subcontractor is a subsidiary of another company, then the specific financial information requested also is required from the parent company.
- G. NTECC shall not disclose any financial information received from Respondents to the extent permitted by law.

4.2. PROOF OF EXPERIENCE

Respondents shall demonstrate experience—a minimum of five years is required—in providing the level of services required to successfully deliver and deploy an operational CAD and MDS, solution for organizations of a similar size and scope to that of NTECC (i.e., comparable operational size, population served, and CAD event volume).

As indicated in section 10, Respondents shall include with their proposals a minimum of five recent comparable implementations and locations where the system, including the software elements being solicited in this RFP, has been in use, the number of years in use, the software and various modules in use, and any other pertinent data to demonstrate the deployment serves as an acceptable comparable reference location. The list shall include agency name, person to contact, address, telephone number, email address, description of work performed, installation date, installed applications, version numbers (if applicable), average annual CAD events, implementation timeframe and whether the system was delivered on schedule.

4.3. COMMITMENT TO USE CASE DEMONSTRATION EVALUATION

As described in Section 9, NTECC will be utilizing use case demonstrations in its evaluation process. During such demonstrations, Respondents selected to advance to this phase will be required to demonstrate their solution to the evaluation team and invited stakeholders. Use cases will include CAD and mobile data scenarios that must demonstrate the level of integration across the product suite.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

4.4. HYBRID DISPATCHING OF RESOURCES

NTECC intends to employ a hybrid mode of dispatching fire resources within its new CAD system that employs static-based run cards loaded into the CAD system, as well as AVL for closest-available units. Respondents must be able to accommodate this operational model within its system to be considered for selection. Respondents will be required to demonstrate how dispatchers can utilize static-run cards and/or AVL within the CAD system, to assign fire resources.

5. SCOPE OF SERVICES

All proposals must be made based on the requirements contained herein. All Respondents must be able to provide the requirements detailed in this section.

5.1. EXHIBITS

There are four exhibits that must be completed by each CAD and MDS Respondent and submitted with its proposal package. They are Exhibits A through C and Exhibit F, as noted below.

- Exhibit A – General CAD System Functional Specifications Matrix
- Exhibit B – CAD System Functional Specifications Matrix
- Exhibit C – Mobile Data System Functional Specifications Matrix
- Exhibit F – Pricing Forms

NOTE: Proposal submittals must contain PDF versions of the completed matrices **and** an electronic version of the Excel file with each completed matrix, with vendor comments removed.

Exhibit A shall be completed to ensure that Respondents have read the content of Sections 3 through 11 of the NTECC RFP, understands the content, and have indicated “*Comply*,” “*Comply with Clarification*,” or “*Exception*” to each section or subsection as written.

Exhibits A,B and C shall be completed by Respondents to ensure that the specifications NTECC deems highly advantageous and advantageous are understood. Correspondingly, Respondents are certifying that: they will deliver the functionality by indicating “*Function Available*,” will not provide the functionality by indicating “*Function Not Available*,” or that they take “*Exception*” to a specification and document the reason for their exception as indicated in Section 10.5, Explanation of Clarifications/Exceptions. Responses provided by Respondents to any exhibit, section or subsection of this RFP will be contractually binding and will be incorporated into the contract by reference.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

5.2. PROJECT MANAGEMENT AND SCHEDULE

The successful Respondent shall assign a Project Manager (PM) as a primary point of contact who has the necessary qualifications and staffing support to assure the successful performance of the project tasks and to ensure that the project schedule and milestones are met. This PM will report to an NTECC PM and will be required to be onsite at NTECC during significant project events—such as installation of the core system and any optional capabilities purchased—intervals during system testing and system go-live. All risks will be mitigated or eliminated, where possible, and any downtime will be minimized to adhere to the scheduled project timeframes as planned.

The responsibilities of the successful Respondent's PM shall include the management and timely execution of all tasks and activities required, based upon an agreed-upon statement of work (SOW), project plan, and project schedule that will result in the successful completion of the design, integration, testing, cutover, and acceptance of the proposed system and related services, as defined in this RFP and resulting contract. Project management shall include at a minimum:

- Project coordination
- Task oversight and milestone completion
- Project meetings
- Schedule updates
- Progress reports

The successful Respondent's PM shall have full responsibility for organizing, scheduling, and conducting technical and/or management meetings required for the successful completion of the work defined in the scope of services. At a minimum, one project management (progress) meeting shall be held every two weeks or as otherwise mutually agreed. Status reports will include, at a minimum, tasks completed to date, outstanding tasks/items with estimated completion date, and items requiring resolution with estimated completion date.

NTECC will designate a team consisting of a PM and key stakeholders to work with the successful Respondent's PM. The successful Respondent's PM shall coordinate and assign project tasks identified as key to the success of the project with NTECC staff and stakeholders. In addition, the successful Respondent's PM shall coordinate all technical project tasks between Respondent's technical personnel and those of NTECC.

The successful Respondent's PM shall be responsible for consensus building among the various stakeholders and for obtaining design approvals, system inputs, agreements, etc., from all agencies and stakeholders involved in or affected by the implementation of this system. This

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC CARROLLTON, TEXAS

task requires close and continuous liaison with NTECC dispatch operations staff, emergency responder representatives, and supporting information technology (IT) personnel from NTECC or its communities. The ability of the successful Respondent's PM to collaborate among all stakeholders will ensure that the requirements of the system and the needs of the participating agencies are met in all phases of the project.

The project kick-off meeting shall be held within 15 business days after contract execution. The successful Respondent's PM must collaborate with the NTECC PM prior to the kick-off meeting to ensure that the content of the kick-off meeting meets NTECCS's expectations. Within 10 business days following the kick-off meeting, the successful Respondent's PM shall provide a detailed project schedule that sets forth the various project phases, tasks, and milestones, with definitive start and completion dates. In addition, the successful Respondent's PM shall be responsible for providing weekly updates for approval by NTECC.

The successful Respondent's PM shall provide a project schedule with an effective start date established by NTECC during contract negotiations. For the purposes of a Respondent's proposal, a project schedule shall be included in the proposal with an anticipated start date of March 1, 2021. This project schedule shall include, at a minimum, the following major milestones:

1. Hardware readiness test
2. Software configuration and installation
3. System administrator training
4. Functional testing
5. Interface testing
6. Integration testing
7. Delivery of documentation
8. Training schedules
9. 30-day reliability testing
10. System acceptance

5.3. COMMUNICATIONS MANAGEMENT

Respondents, their respective PM, and all of their personnel and agents agree to use NTECCS' PM as a single point of contact for all official communications. This does not preclude Respondent's team from interacting and collaborating with NTECC personnel. Respondents agree to respond to written inquiries and communications within two business days.

5.4. IMPLEMENTATION STAFF

The successful Respondent's implementation staff shall be fully trained and certified by the manufacturer(s) of the system(s) proposed; training shall be current. In addition, all key

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC CARROLLTON, TEXAS

implementation staff shall be experienced in similar installations. Resumes shall be provided for all implementation staff, including references for recent customer sites. NTECC reserves the right to reject the resumes and request additional resumes prior to the commencement of activity on the project to ensure NTECCS's satisfaction with equivalency of skills and experience.

The personnel assigned to this project as identified in a Respondent's proposal will remain on the project for the duration, which includes during go-live and a reasonable time thereafter. If for any reason the individual(s) identified are no longer employed by the firm, the successful Respondent will be responsible for ensuring that any substitute personnel have comparable skills and experience. NTECC reserves the right to reject the resumes and request additional resumes prior to the commencement of activity on the project to ensure NTECCS's satisfaction with equivalency of skills and experience.

If problems occur with the successful Respondent's personnel, NTECC will notify the successful Respondent in writing and shall specify the reasons for NTECCS' dissatisfaction. In the event that the successful Respondent does not resolve the problem within seven days from the date of notice, the Respondent shall remove such person and shall promptly provide a qualified replacement. NTECC will be liable for payment of services only up to the time of removal. If the removal occurs within a two-week period after project commencement, there will be no cost incurred by NTECC.

NTECC shall be entitled to remove individuals working on any project for any of the following grounds: (i) unsatisfactory performance that causes negative operational impact at NTECC or causes NTECC to commit additional resources to avoid operational impact; (ii) dishonesty or belligerent conduct; (iii) lack of compatibility with the NTECC staff, or (iv) violation of NTECC rules or policies. Upon such written request, NTECC and the successful Respondent shall decide on a course of action to resolve any problems within categories (i) and (iii) above. There shall be no opportunity to resolve problems involving categories (ii) or (iv) above.

The successful Respondent is responsible for ensuring that any substitute personnel have comparable skills and experience. Resumes for substitute personnel must be submitted, in advance, for approval by NTECC, which reserves the right to interview substitute personnel prior to commencement of activity on the project.

5.5. TRAINING

The successful Respondent shall provide the necessary training for system administrators, dispatch staff, and NTECC management personnel, as well as MDS and Web CAD trainers, assuming a Web CAD solution is offered. Training for CAD system administrators, dispatch staff, and management personnel must be delivered directly by the successful Respondent's training

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC CARROLLTON, TEXAS

staff to these target audiences. A train-the-trainer approach is acceptable for MDS and Web CAD, training for emergency responders, as well as law enforcement and fire command staff.

Sufficient training is defined as that level of training that enables the end user to proficiently perform the duties associated with the utilization of the system or, for system administrators, maintenance of the system. End-user training and corresponding training materials must be designed for the intended target audience, i.e., call takers, dispatchers, management personnel, and system administrators, as well as MDS and Web CAD end users, if applicable. This will include training end users and trainers on the functions and features of each module applicable to their position, to assure that they effectively can utilize the system, or train other personnel on the use of the system.

The successful Respondent will be required to prepare training manuals for each training session to include one (1) paper copy and one (1) electronic copy for review prior to the training. NTECC reserves the right to reproduce training materials for internal purposes only.

Respondents' proposals shall include related costs for training materials, e.g., reference guides, tutorials, and related CDs.

The following onsite training is required:

- System administrators training
- Telecommunicator training
- Supervisor training
- Management training (assuming there may be report generation or data accessed by this group only)
- MDS train-the-trainer training
- Web CAD train-the-trainer training (for non-dispatch personnel)

The number of trainees will be determined by the project management team.

5.5.1. Training Guidelines

The general training approach required by NTECC is as follows:

1. Targeted successful Respondent-delivered training for specialized functions, e.g., system administrators and technical support personnel for general systems administration and operations, and select staff for application operations, data entry and data maintenance
2. Targeted successful Respondent-delivered user training for all NTECC call takers/dispatchers, supervisory staff, and management personnel

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC CARROLLTON, TEXAS

3. Identification of train-the-trainer staff—as determined between the successful Respondent and NTECC—for MDS and Web CAD end users external to NTECC.

The successful Respondent shall provide classroom instruction for all call takers/dispatchers and supervisors, as well as various support staff and management, to ensure their complete understanding of the functional and operational use of the CAD system, mapping system, and other systems. At the completion of training, staff shall be capable of proficiently operating the system at a level that allows them to confidently use the system to effectively perform their job functions.

Proposed hourly or per-course rates shall be provided for training should NTECC elect to conduct training courses beyond what is delivered within the contract during implementation. This “a la carte” training pricing should remain firm for one year following the completion of all contract-delivered implementation training. Rates for subsequent years of refresher training are subject to negotiation. Respondents shall guarantee that NTECC will be provided the normal rates or a price extended by a Respondent to its most-favored clients.

Training shall be conducted onsite in NTECC facilities or an alternate site selected by NTECC. A copy of all training materials planned to be used by the successful Respondent shall be delivered to NTECC 45 working days prior to the commencement of training. The training plan shall identify any training requirements applicable after implementation and acceptance of the system. Respondents shall include an optional follow-up training program if deemed appropriate.

In addition to the implementation plan, Respondents shall submit a schedule of all proposed training modules in Microsoft Project or another NTECC-approved scheduling tool. The training plan must include the following information:

- Course summary/outline
- Learning objectives
- Duration of training for each module
- Audience
- Class size maximum (train-the-trainer, end user and system administrator)
- Delivery method (i.e., lecture, PowerPoint presentation, hands-on)
- Equipment needed
- Network connection needed
- Student prerequisites

5.5.2. Training and Test Environments

Respondents shall provide training and test environments within its system that allows users to access all system applications, and associated databases, including the geo-file/mapping system.

Users logged into the training or test environment must utilize the same commands, forms, and system features as users logged into the live system. Data entered and commands invoked while logged into the training or test environment must not corrupt the live system or impede the performance of the live system.

5.6. DOCUMENTATION

NTECC requires that the successful Respondent provide documentation, in binders, during the implementation for each functional sub-component as part of the system configuration. The successful Respondent shall also provide documentation for all software applications (system administrator, system maintenance, and end user guides), interfaces and training. Training documentation provided would include those presentations used to train end users and trainers apart from the manuals these groups would receive during training. The successful Respondent shall provide at least three copies of all documentation provided by equipment manufacturers and other suppliers to NTECC. The documentation must be contained in one or more binders or other binding to prevent their loss or destruction. Examples of these are as follows:

- Operating Software
- Server Manual(s)
- Mapping/GIS Software
- Application Software Reference
- Application Software Tutorial
- Hardware Operations
- Hardware Manual(s)
- User Manual(s)
- System Administrator(s) Manual(s)
- Functional System Description
- As-built drawings for hardware and network engineering
- File (Database) Set Up and Maintenance (File Maintenance Manual)
- Hardware and System Configuration (System Configuration Manual)
- Data Dictionary used in query-building

NTECC requires that the successful Respondent provide documentation (paper and electronic) for any software that the successful Respondent supplies as part of the system configuration.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC CARROLLTON, TEXAS

Each system workstation must be provided with complete user documentation that resides on the workstation or can be accessed via the agency's internal networks. The system documentation shall be consistent with the instructions supplied by the online help systems for the application. The system shall include no less than three original copies of documentation describing the use of the system and its administration.

The successful Respondent shall provide a printed database schematic and data dictionaries to assist NTECC with the addition of site-specific fields and support for the system. The system shall be fully documented prior to final acceptance of the system by NTECC, which maintains the right to make a sufficient number of copies of all documentation for its own internal use. Documentation shall include:

- System overview
- Hardware and system software documentation
- System functional specifications
- System interface specifications
- System administrator documentation
- End-user documentation (CAD and MDS) including abbreviated quick reference guides for each system

5.7. SOFTWARE ESCROW

Prior to final acceptance of any system software component, the successful Respondent agrees to deposit with an agreed-upon escrow agent a complete escrow copy of the final code for any accepted system component. The "escrow copy," for purposes of this paragraph, will be the source code from which NTECC's executable copy of the software was created. In addition, at designated intervals thereafter, the successful Respondent will deposit with the escrow agent updated copies of the escrow copy, including revisions and improvements, so that at all times the escrow copy will correspond functionally with the software in use by NTECC.

5.8. WARRANTY PROVISIONS

The following requirements are applicable to all maintenance and repair services supplied by a Respondent or its respective subcontractors, both under and outside of warranty.

1. Respondents shall warrant that all hardware and software supplied by the Respondent and the integration thereof will be free from defects in material, design, and workmanship for the warranty and maintenance period purchased.
2. Respondents shall provide a minimum one-year, no-cost warranty period from the date of final system acceptance. Respondents shall warrant that all hardware and software supplied

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC CARROLLTON, TEXAS

- will be free from defects in material, design, and workmanship for the warranty period and any extended warranty or maintenance period purchased. This warranty shall cover all parts, labor, and travel related to all the hardware and software supplied under the contract.
3. Respondents shall provide a detailed description of the offered warranty and any available extended warranty. This description shall include a description of hardware and software support services and system upgrades to be provided. Names, addresses, telephone numbers, and contact person for all service facilities shall be identified in the proposal. During the warranty period, the successful Respondent shall provide support services 24 x 7. This service shall be available any hour of the day via a toll-free telephone number or an online trouble-ticket reporting system. A Respondent or its subcontractors shall have the ability to access the system remotely for troubleshooting and to perform system diagnostics.
 4. As defined in Section 7 of this RFP, NTECC interprets software malfunctions as follows:
 - Severity Level 1 – means a problem that renders the software or a major component of the software inoperative, causes a significant and ongoing interruption to the end user's activities, or causes an unrecoverable loss or corruption of data. If a reliable and suitable workaround—one that does not impact the CAD system's intended work or process flow—is delivered to NTECC to temporarily fix or patch a Severity Level 1 issue, the service request shall be downgraded to a Severity Level 2.
 - Severity Level 2 – means a problem that causes the software to be inoperative, disrupted or malfunctioning, and which materially interferes with NTECCS' or other end users' use of the software.
 - Severity Level 3 – means any problem in the software that causes the software to malfunction in accordance with applicable specifications, including the documentation, but which causes only a minor impact on NTECCS' use of the software, and for which an acceptable workaround is available.
 - Severity Level 4 – means: (a) any general question or request pertaining to the software; and (b) all malfunctions in the software that are not included in the other severity-level classifications outlined above
 5. For all Severity Level 1 and 2 issues, the successful Respondent shall provide an **immediate** response to the incident and initiate corrective response within 30 minutes from time of notification. Within the 30-minute threshold of any Severity Level 1 or 2 report, successful Respondent personnel shall be logged into the system to analyze the cause of the problem and to begin corrective action. Equipment or components required onsite for emergency maintenance shall be specified and provided.
 6. Any hardware procured for this system through the successful Respondent will require hardware support in the same manner as the software support described in this section.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

7. In all instances of Severity Level 1 or 2 issues, whether hardware or software related, the Respondent, and/or the provided network support partner, shall complete corrective action within four hours of problem reporting, or escalate the problem to their senior support staff for their immediate resolution, at no added cost to NTECC.
8. The successful Respondent shall provide documentation of repair-escalation policies and procedures to be followed if either a hardware or software problem is not responded to or resolved within the timeframes referenced above. The Respondent shall provide the names and contact information for managers and senior-level managers listed in the escalation procedure.
9. Respondents shall warrant that all hardware and software supplied under a contract will be operational and available 99.999 percent of the time during the warranty period, or the warranty period will be extended on a day-for-day basis for each day the system performance falls below this level.
10. Respondents shall provide a detailed statement of warranty exclusions. NTECC reserves the right to reject any proposal based upon stated exclusion of warranties.
11. NTECC reserves the right to accept or reject any proposed services, vendors, or providers, and/or the use of any proposed service facilities, at the sole discretion of NTECC.

5.9. GENERAL MAINTENANCE PROVISIONS

The following requirements are applicable to all maintenance and repair services supplied by a Respondent or respective subcontractor, both under and outside of warranty.

Respondents shall provide a five-year system maintenance plan to commence at the expiration of the warranty or, if purchased, after the extended warranty period. This maintenance plan shall cover all labor and travel related to all software supplied under the contract and provide financial rebates to NTECC if the terms of the maintenance agreement are not met.

Respondents shall provide a five-year system maintenance plan for any purchased hardware, to commence at the expiration of the warranty or, if purchased, after the extended warranty period. This maintenance plan shall cover all parts, labor, and travel related to all hardware supplied under the contract (if Respondent is providing the hardware) and provide financial rebates to NTECC if the terms of the maintenance agreement are not met. Pricing for the hardware maintenance and warranty requirements need to be priced as **optional**.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC CARROLLTON, TEXAS

During the maintenance plan period, the successful Respondent shall provide support services 24 x 7. This service shall be available any hour of the day via a toll-free telephone number or via an online trouble-ticket system. Respondents shall have the ability to log into and remotely access the system via an application supplied with the system to troubleshoot and perform system diagnostics.

For all Severity Level 1 or 2 issues reported, the successful Respondent shall provide an **immediate** response, and shall initiate corrective action no longer than 30 minutes from time of notification. Within four hours of any Severity Level 1 or 2 report, if the problem has not been corrected, successful Respondent personnel will escalate the issue to their senior support staff for immediate resolution.

In all instances of Severity Level 1 or 2 issues, whether hardware (if Respondent-provided) or software related, the successful Respondent shall have implemented a solution or workaround within four hours of problem reporting, or escalate the problem to the next-higher tier of support for immediate resolution, at no added cost to NTECC.

Respondents shall provide all labor, equipment, materials, and expenses necessary to ensure that the system is in good operating condition for any period covered under a maintenance agreement. All services provided shall be in conformance with the manufacturer's specifications. Respondents shall provide software and other materials and expenses necessary to maintain the system software system in good operating condition, including upgrades, as part of the price for maintenance for those years in which NTECC has purchased maintenance support from the successful Respondent.

Operating software updates for corrections, enhancements, and refinements to purchased capabilities shall be provided by the Respondent as part of the price for maintenance for those years in which NTECC has purchased maintenance from the successful Respondent.

Hardware updates for the purpose of correcting errors, or "engineering change" updates to hardware required routinely by the manufacturer, shall be provided by the Respondent as part of the price for network support for those years in which NTECC purchases maintenance and network support from the successful Respondent and/or its chosen network support partner. Manufacturer support also may be offered. If manufacturer support is included, any additional cost should be stated.

Respondents shall warrant that all software supplied under a contract will be operational and available 99.999 percent of the time during the maintenance period, or the maintenance period will be extended on a day-for-day basis for each day the system performance falls below this level.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

There shall be no system downtime for routine maintenance or system backups. Respondents shall provide a detailed explanation of any required (scheduled) system processes that may require downtime.

The cost of the maintenance plan shall be itemized on the pricing sheets provided. NTECC may purchase one or more additional years of support and maintenance, and other specified ongoing services, on a year-by-year basis, or purchase a multiyear support agreement.

NTECC reserves the right to accept or reject any proposed services, Respondents or providers, and/or the use of any proposed service facilities, at the sole discretion of NTECC.

5.10. SYSTEM MAINTENANCE AND SUPPORT

After system acceptance and warranty expiration, the successful Respondent shall provide support and maintenance for all software and hardware proposed and implemented by the successful Respondent in this project. NTECC will provide an onsite system manager(s), but their responsibilities will be limited to routine maintenance as prescribed by the Respondent. NTECC assumes this would include functions such as adding users, code table maintenance, adding agency units, etc.

The first year of support will be deemed “system warranty” and shall be provided at no cost to NTECC. The system-warranty period shall **commence on the day of final system acceptance** and continue for one year. The Respondent shall provide a fixed cost for support/maintenance fees for years two through six as provided in the pricing proposal herein. Thereafter, pricing may not increase by more than 4 percent over the previous year’s cost.

Support/maintenance will always be on a 24 x 7 basis inclusive of remote diagnostics and all upgrades and enhancements aimed at achieving efficient operation of the system and providing safe services. Support services shall include a toll-free number for services issues or an online trouble-ticket system, a support email address and remote diagnostic capability.

The successful Respondent shall maintain compliance with all state and federal mandates, updates, and modifications related to the system as part of the support they provide.

5.11. TECHNICAL CENTER SUPPORT

Respondents will provide toll-free telephone support for operational and technical assistance, as well as a computerized trouble ticket reporting system. Support for Severity Level 1 and 2 calls relating to the Respondent’s CAD/MDS software applications, including any message switch software applications and any critical interfaces to those systems, shall be available 24 x 7 x 365. Support for all other calls and other Respondent applications and Respondent-provided

REQUEST FOR PROPOSAL (RFP)

**NORTH TEXAS ECC
CARROLLTON, TEXAS**

third-party software applications will be available during normal support hours of 8:00 a.m. to 5:00 p.m. local time in NTECC's time zone (not including weekends and Respondent-defined holidays). The successful Respondent shall have the opportunity to charge reasonable call-out fees for any call received outside the above times by an adjustment to the next year's annual maintenance fee.

5.12. FAILOVER SOLUTION AND FILE BACK-UP/FILE RECOVERY

NTECC seeks a solution that provides optimum redundancy and resiliency in the event of a catastrophic event at NTECC. The Respondent shall provide a system design that provides for geo-diverse server and storage area equipment at its backup location at the Carrollton Police Department. The Respondent's system architecture should provide near real-time synchronization of data to the off-site servers and storage area network so that NTECC could conduct operations at the Carrollton site utilizing the redundant equipment. Respondents should specify the primary and secondary network connectivity needed to ensure that the backup environment synchronizes with the core production system at optimum performance levels.

The Respondent's system shall utilize standard practices for Windows file operations and standard Microsoft SQL Server operation such that the backup utilities within Windows and SQL Server (or commercial third-party backup software) will provide effective, complete, and recoverable backup copies of the system. If this is not the case, Respondent shall explain why in its response.

Respondents shall provide documented processes that assure, to a reasonable degree, that upon system failure, disk failure, or other system component failure, that system databases are restored to their pre-failure status and that data integrity is maintained. Recovery from failure shall be provided such that operation may be continued immediately following replacement of the failing component.

Respondents shall propose a file backup/recovery solution with its proposed system. The backup/recovery solution should provide real-time—or as close to real-time as possible—synchronization of data so that CAD and MDS server data are replicated in a secure location, potentially offsite. This solution should not require the assistance of the Respondent.

The software license agreement shall not restrict the number of copies of Respondent's software that are made by NTECC in the normal course of backing up the system or replicating the system to an offsite storage location. NTECC will stipulate that such copies are for backup and recovery purposes only, are for NTECC internal use, are not for the benefit of third-parties, and will not be used for operating multiple copies of the production system in a manner inconsistent with the rights granted to NTECC in the software license agreement.

6. HARDWARE

NTECCS's strong preference is to implement its systems utilizing server virtualization to increase system uptime and availability, reduce the amount of time it takes to recover from a disaster, and to make IT operations more efficient and cost-effective.

Respondents shall propose a hardware configuration with adequate storage capacity to accommodate a minimum of 10 years of event data for CAD, with a 10 percent growth rate per year factored in. The system shall be configured so that it can operate with the identified anticipated maximum concurrent user count without any system degradation.

NTECC reserves the right to purchase hardware independently, but Respondents shall provide pricing for all hardware, specifying the exact equipment and configuration, with operating systems, as an OPTION as indicated in the pricing form provided (add to pricing form). Regardless of the method determined by NTECC to purchase the required hardware, Respondents must certify that the hardware proposed meets or exceeds the requirements stipulated in this section related to system performance and storage capacity.

Respondents providing a solution where there are multiple platform options must provide information on each.

NTECC reserves the right to select or reject a Respondent's hardware proposals, independent of the selection of a Respondent's software. NTECC will not select a Respondent's hardware proposal without also selecting its software solution. All Respondents shall state the network architecture and hardware requirements for efficient operation of its proposed system as described in the following sections. Respondents shall describe in detail what hardware and software components are included in their proposal. Should NTECC procure hardware separately based on the Respondent's hardware operating system specifications, Respondents will certify, in writing, that the hardware meets system performance standards and is configured properly before loading their software.

6.1. GENERAL SYSTEM REQUIREMENTS

6.1.1. System Design

Respondents must provide an overall design using a system diagram and an overview explanation (no more than ten [10] pages) describing the proposed hardware and software configuration. The design should identify the major functional components of the software, including how the components are related and communicate with each other, and how the server-based components will be implemented on one or more virtual machines.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

Respondents must describe their plans for future system enhancements to demonstrate the long-term viability of the system architecture, hardware, and software. The installed system must be scalable and capable of expansion in a modular and incremental fashion.

6.1.2. Virtualized Server Environment

Respondents must describe in their system diagram and overview explanation all specifications related to server capacity, such as central processing unit (CPU) power, memory, and disk storage in the context of a virtualized environment. Respondents must describe what virtualization software will be utilized (e.g., Microsoft Hyper-V, VMware vSphere) to create the virtual server environment and the benefits to NTECC of utilizing that software.

If there are components of a Respondent's system that cannot function in a virtualized environment as described above, then the Respondent shall identify such components, explain why they cannot be operated on a virtual machine, and offer hardware specifications for an alternate hardware solution.

If a Respondent proposes specific virtualization software as part of the solution, the proposal must include the brand and type of software, along with any specific licensing options. If virtualization software is procured through the successful Respondent, warranty and subsequent maintenance/support of this software will meet or exceed those provisions included within the maintenance and support agreement executed in accordance with the contract.

6.1.3. Services Related to Hardware and Software Installation

Respondents must provide all services and supplies necessary to install, operate, and maintain the software and equipment specified in its proposal and to deliver on the functional specifications being proposed. NTECC may elect to increase or decrease quantities or acquire the hardware separately based upon the successful Respondent's provided specifications. In the event hardware is procured separately, NTECC will be responsible for providing the server environment and operating systems per the Respondent's specifications. Regardless of method of procurement, the successful Respondent shall be responsible for the hardware specifications and configuration proposed.

6.1.4. Standard Operating Systems and Other Software

The operating systems specified must be the highest version commercially available with the capability of version upgrade. All third-party licenses acquired through the successful Respondent must be in the name of and property of NTECC. The successful Respondent must provide all licenses (software, support, etc.) purchased in the name of NTECC prior to payment

REQUEST FOR PROPOSAL (RFP)

**NORTH TEXAS ECC
CARROLLTON, TEXAS**

for the software. Respondents must provide the name and version number of the proposed operating system in its proposal.

NTECC requires that its new system use Microsoft SQL Server for all active and historical data storage so that NTECC can freely query all system data at any time. Proposals that incorporate a proprietary or non-standard operating system must contain an explanation for the choice of operating systems and must indicate whether it is the Respondent's intention to migrate to a Microsoft Windows/Microsoft SQL Server environment in the future.

In addition to the operating system, the following software packages, complete with any necessary licenses, must be specified within the proposal. Respondents must state the application that is being used for each of the following:

- Operating system
- Non-proprietary relational database management system
- Mapping software (and associated version information)
- Any other language processor or utility required to maintain the application software
- Development environment for updating programs
- Utility programs for file handling
- Language compiler in which system is written

Respondents shall stipulate the number and kind of each software license (operating system and third-party application) required for the system.

6.1.5. Networking

If selected, Respondent shall evaluate NTECCS's current network environment and determine whether it is sufficient for the new system to operate at optimum performance levels or whether the NTECC equipment should be upgraded.

6.1.6. Hardware Alternatives

Various hardware alternatives, as well as separate computer systems for mission critical functions or client/server peer-to-peer operations, may be proposed. These solutions or combination of solutions must support all defined software requirements outlined in the functional specifications and exhibits included in this RFP.

6.2. HOST SERVER REQUIREMENTS

6.2.1. Hardware Requirements

NTECC will give preference to a hardware solution that utilizes a Microsoft Windows operating system capable of supporting real-time applications. All server hardware proposed should meet a system uptime requirement of 99.999 percent.

Respondents shall provide hardware specifications for the host servers based on the assumption that there will be at least two hosts. Either host must be capable of running the entire system in the event of a hardware failure or planned hardware maintenance on the other host. The two hosts may be in different physical locations, assuming NTECC can provide a network of sufficient speed and bandwidth between the different sites.

All specifications must support the application software requirements, volumes, number of concurrent users, and processing performance characteristics defined in this RFP. Sizing should also consider the future use of large-size media files such as pictures, video, and audio in addition to the typical text-based data that the CAD system normally collects.

Based on the potential for adding surrounding communities and/or agencies to NTECC, and to accommodate average annual volume increases, it is required that the system be capable of handling 170,000 annual events, at a minimum, with incremental growth of 10 percent a year factored in. The system should also be capable of doubling the number of existing workstation clients that will initially be procured. The system must also support any additional workstations required to maintain a backup PSAP at another location or any future migration of systems to a new facility, should such be required.

Hardware specifications must include:

- Model and number of processors, including number of cores per processor and clock speed
- Amount of memory required per host
- Number of network interfaces required per host
- Amount of local disk storage required per host for local operating system and virtual machines that are not critical to the overall operation of the system (critical virtual machines will be stored on a storage area network [SAN])

Respondent-proposed hardware for the host servers must also include:

- Hot-swappable, redundant power supplies
- Hot-swappable near-line Serial Attached Small Computer System Interface (SCSI) (SAS) (or better) disk drives with redundancy (redundant array of independent disks [RAID]) for fault tolerance (basic Serial AT Attachment [SATA] drives are not acceptable)

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC CARROLLTON, TEXAS

- DVD-ROM drive
- Rack-mountable in a standard 19-inch rack
- A reasonable number of open memory slots, disk drive bays, and Peripheral Component Interconnect (PCI) slots for future expansion

If hardware is procured through the successful Respondent, warranty and subsequent maintenance/support of hardware will meet or exceed those provisions included within the maintenance and support agreement executed in accordance with the contract.

6.2.2. Storage Area Network

A valuable component in a virtualized environment is a SAN. By separating the disk from the physical host server, even more flexibility is achieved in maintaining uptime and tolerating hardware failures. NTECC anticipates that, within the system design, the SAN will have two storage nodes, where one node will be used for primary storage and the second for a backup replica. The backup replica may be located offsite, again providing a way of dealing with a facility problem at the primary site, assuming NTECC can provide the necessary network bandwidth. Servers will communicate with the storage nodes using a minimum iSCSI connection over 1 Gbps Ethernet on a dedicated virtual local area network (VLAN).

Respondents shall specify a recommendation on the size of each storage node. The specification must include:

- Amount of raw disk capacity available
- Amount of usable disk capacity required to meet the growth requirements specified in this RFP
- Impact (if any) of a given RAID scheme on application performance (documentation and/or references may be required to support this information)
- Recommended number of 1 Gbps network interfaces

If a Respondent proposes specific SAN equipment, the storage nodes must include:

- Redundant power supplies
- Hot-swappable near-line SAS (or better) disk drives (basic SATA drives are not acceptable)
- Redundant controllers
- Capability for RAID 6 as an alternative to RAID 5
- At least four (4) 1 Gbps interfaces per controller

If SAN equipment is procured through the successful Respondent, warranty and subsequent maintenance/support of this equipment will meet or exceed those provisions included within the maintenance and support agreement executed in accordance with the contract.

6.2.3. Concurrent System Operations

All application systems must operate concurrently. The equipment specified must be able to function in a multi-tasking capability for simultaneous processing of application systems that are required. If several applications utilize the same data server, the system must be configured to assure priority workstation response for the CAD system.

6.3. APPLICATION SERVER DEFINITION AND REQUIREMENTS

Respondents shall identify each application server that will become distinct virtual machines. For each virtual machine, Respondent shall stipulate:

- Function/Purpose
- Operating system (such as Windows Server 2019)
- Number of virtual CPU cores required
- Amount of random-access memory (RAM) required
- Amount of disk space required
- Any unique requirements for virtual hardware emulation/pass-through from the host

6.4. END-USER WORKSTATION REQUIREMENTS

6.4.1. Desktop Hardware and Software

Respondents shall provide specifications for the following aspects of the desktop workstations:

- Operating system (Windows 10)
- Number of monitors recommended, along with physical size and pixel resolution
- Type of multi-monitor video card(s) required (brand, acceptable models)
- Type of Intel processor required
- Amount of RAM required
- Amount of disk space required

6.4.2. Mobile Computer Hardware and Software

Some NTECC agencies already have computer equipment installed in their vehicles. Respondents shall provide minimum specifications for the mobile computers that will ensure compatibility with its software.

Respondents shall provide specifications for the following aspects of the mobile workstations:

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

- Operating systems supported
- Processor speed and number of cores required
- Amount of RAM required
- Amount of disk space required
- Compliant GPS electrical/data protocol mobile software utilizes to render AVL coordinates (e.g., National Marine Electronics Association [NMEA])
- Any additional specialized peripherals supported/required

Respondents shall also describe any minimum requirements for network communication and whether its mobile system software operates effectively on cellular LTE or FirstNet connection. All NTECC agencies currently utilize local cellular carriers for their wireless service, along with NetMotion VPN software.

6.4.3. Tablet/Smartphone Devices

Respondents shall provide minimum specifications for any supported mobile tablet and/or smartphone devices. Specifications should include iOS/Android operating systems, hardware brand, and models, if possible, of devices that are supported to effectively use iOS/Android software offered.

7. PERFORMANCE CRITERIA

7.1. PERFORMANCE REQUIREMENTS

This specification section contains general and specific requirements related to the performance of the proposed system, both at the point of system acceptance and throughout the life of any warranty and maintenance contracts between NTECC and the successful Respondent.

The successful Respondent shall work closely with NTECC and its agents and consultants to develop an Implementation Plan that clearly defines the hardware and software deliverables, tasks, or other criteria associated with each milestone. The successful Respondent's phased Implementation Plan shall specify how performance testing for each phase will be completed. System acceptance will occur in phases as various milestones identified in the Implementation Plan and agreed to by NTECC are achieved.

7.2. TESTING

The successful Respondent shall, as one of the early milestones, submit test plans for NTECCS' review and approval. The test plans shall document how each functional specification is to be tested and how integration testing of all functional elements outside of the CAD system and other procured applications will be accomplished. A performance test plan shall also be submitted for

REQUEST FOR PROPOSAL (RFP)

**NORTH TEXAS ECC
CARROLLTON, TEXAS**

review and approval by NTECC, which includes the performance criteria specified in this section of the RFP. In these plans, the successful Respondent shall include reasonable remedies for NTECC to exercise if failures are not corrected in a timely manner.

The test plans shall include scenarios that demonstrate to NTECC personnel that the system will operate as a fully integrated system (hardware/software/interfaces), under operational conditions.

The performance requirements specified in this RFP as part of the 30-day Reliability Test shall be met before the system is accepted and final payment is made by NTECC to the successful Respondent.

7.3. FUNCTIONAL ACCEPTANCE TESTING

Functional acceptance testing (FAT) will commence when the successful Respondent, in accordance with the Implementation Schedule, delivers the completed NTECC systems for CAD and Mobile Data During FAT. The successful Respondent will exercise each system to demonstrate that every function defined as "Function Available" has been delivered and is operational prior to going live on the system. The successful Respondent must demonstrate that data exchanges or data inquiries within its software suite (e.g., CAD to Mobile and Mobile to CAD) function seamlessly as proposed. The successful Respondent must demonstrate that each function included as part of the system deliverable operates as defined in the contract, Respondent's proposal, the RFP, or the system documentation and/or user manuals (in that order of precedence).

7.4. INTEGRATION TESTING

During integration testing, the successful Respondent shall demonstrate that each system interface operates in concert with the CAD system to provide information and details related to an event or inquiry. For example, as part of Phase I and Phase II wireless/wireline testing, the test shall demonstrate that the information received from a wireless and wireline phone can be properly displayed by the appropriate call entry function and that the system will handle re-bid information from a wireless carrier properly when provided. Further, as part of integration testing, TLETS/NCIC inquiries will be performed to ensure that returns received are populated within the system as proposed and that a functional interface exists between the CAD and MDS software that allows for seamless data exchange.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

7.5. INITIAL SYSTEM ACCEPTANCE

At the successful conclusion of FAT and integration testing of each system, NTECC and the successful Respondent will mutually agree that Initial System Acceptance (ISA) has been achieved and that the system is ready for go-live.

7.6. GO-LIVE AND 30-DAY RELIABILITY TEST

At the successful completion of the ISA and the successful Respondent's certification that the system is ready for live operational use, NTECC will go-live on all or part of the tested systems, as agreed to in the Implementation Plan. The time and date of go-live will mark the commencement of the 30-day reliability test period (30 consecutive 24-hour intervals of system performance).

The purpose of this test is to demonstrate that the system, as delivered, can perform under live operational conditions without the occurrence of Severity Level 1 or 2 software errors, as defined in this RFP. If the system experiences a Severity Level 1 or 2 software error during the first 15 days of the reliability test, a new 30-day period will begin once the problem has been corrected. If a Severity Level 1 or 2 software error is detected on or after day 16 of the initial 30-day test period, once corrected, the test will continue from day 16 and go for the remaining 14-day period.

Upon notification from NTECC of a critical priority software error, the successful Respondent shall work continuously to resolve the problem. If the successful Respondent determines that a resolution or workaround cannot reasonably be provided within 24-hours of notification, the successful Respondent shall, within the 24-hour period, provide NTECC with a resolution plan that includes status updates and an estimated time of resolution.

In the event of a Severity Level 1 or 2 software error notification from NTECC, the successful Respondent shall work continuously to resolve the problem. If the successful Respondent determines that a resolution or workaround cannot reasonably be provided within 24-hours of notification, the successful Respondent shall, within the 24-hour period, provide NTECC with a resolution plan that includes status updates and an estimated time of resolution.

The 30-day reliability test is not only intended to demonstrate the operational capability and reliability of the system production use, but to instill confidence in the end-user community that the system is performing as designed and in accordance with end-user training. To successfully complete the test, the successful Respondent shall demonstrate in live operations that all software supplied under the contract will be operational and available 99.999 percent of the time during the 30-day period. If the system fails to meet this level of performance during the 30-day period, the 30-day reliability test will be extended on a day-for-day basis for each day system performance falls below this level.

REQUEST FOR PROPOSAL (RFP)

**NORTH TEXAS ECC
CARROLLTON, TEXAS**

Respondents are advised that NTECC may elect to review and modify the acceptance criteria for the 30-day reliability test during contract negotiations based upon specifics of the successful Respondent's proposal.

If the successful Respondent fails to successfully complete the test in the 30-day period or NTECC-approved extension thereof, NTECC may, at its sole option:

- a) Terminate the contract between NTECC and the successful Respondent; or
- b) Have the successful Respondent upgrade the system and augment the implementation team with whatever resources necessary to bring the system into compliance, at no cost to NTECC. This team, once deployed, will remain intact and onsite until such time as the successful Respondent can demonstrate full compliance with all system requirements.

7.7. FINAL SYSTEM ACCEPTANCE

Upon successful completion of the 30-day reliability test, the parties will jointly acknowledge Final System Acceptance (FSA) in writing with NTECCS' issuance of an FSA certification letter.

Commencement of system maintenance will begin on the issuance of FSA certification to the successful Respondent and at no time before the FSA certification is formally issued.

7.8. ONGOING SYSTEM PERFORMANCE

The following specifications describe the performance requirements for the system following NTECCS's formal acceptance of the system and throughout the life of the contract between NTECC and the successful Respondent.

For any consecutive 30-day period during the life of the contract and/or maintenance, the software components of the system shall remain fully operational and available at 99.999 percent availability. Thirty-day performance periods are incremental from system acceptance. If a problem occurs, a new 30-day period will begin once the problem has been corrected. NTECC will decide and notify the successful Respondent when issues have been satisfactorily resolved.

The initial system hardware and software configuration shall be expandable to handle the anticipated increase of work. This expansion shall maintain the specified system performance requirements. The system shall continue to meet the functional, reliability, and performance requirements as expressed in this section throughout the life of the system. If the system fails to meet any requirement in the contract after final acceptance, the successful Respondent shall take appropriate steps to cure the problem and bring the system back into compliance with the performance and reliability requirements, at no cost to NTECC. The successful Respondent shall

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

describe the means and timeframe by which such failure will be resolved, and NTECC shall agree in writing if it concurs with the resolution plan.

7.9. SYSTEM PERFORMANCE PROFILE

The following performance criteria are provided as a guide in designing the system and form the basis for acceptance testing of the implemented system:

- a) The system shall conform to the requirements specified in this RFP.
- b) The system shall provide all functional operational capabilities described as “Function Available” by the Respondent in their RFP proposal response.
- c) All inquiry and file maintenance functions shall be performed without adversely affecting system performance and system operations.
- d) The system shall provide problem-free interoperability for all hardware and software components that comprise the delivered system.
- e) Users shall not be required to halt CAD system operations during backups or other system administration tasks.
- f) The proposed CAD design shall provide for all operations floor clients (15 total) and a minimum of 20 other active clients outside the operations floor during the peak busy hour.
- g) The proposed MDS design shall provide for a minimum of 300 active MDCs during the peak busy hour.

7.9.1. System Response Times

The system response time shall not exceed an average of the seconds defined below when operating at three times the expected initial volumes. Respondents will not be responsible for the processing time of external systems (e.g., TLETS) when such systems are involved in a transaction. It is understood that factors such as network latency, external system responsiveness, and external system load may negatively affect such times and may need to be analyzed as part of the response time determination should an issue occur with these response times.

7.9.2. Transaction Maximum Response Time for CAD and Mapping

The system shall provide response times of less than one second 95 percent of the time for the following transactions:

- 1. Display of blank event entry screen
- 2. Assigning a single unit to an event
- 3. Display unit recommendation based on uniquely verified address
- 4. Changing a single unit's status

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC CARROLLTON, TEXAS

5. Clearing a single unit from an event
6. Display of verified address on the mapping
7. Verification of a unique address

The system shall provide response times of less than two seconds 99 percent of the time for the following transactions:

1. Return of a list of possible address matches when an address cannot be uniquely verified with the information entered
2. Assignment of up to ten (10) units to an event from a single command
3. Call up of premises/hazard file data

7.9.3. Transaction Maximum Response Time for CAD and MDS

The system shall provide response times of less than five seconds 99 percent of the time for the following transactions:

1. MDC-to-MDC message, 80 characters
2. CAD-to-MDC dispatch message
3. Display of a list of events queried by unit identification (ID) for a single shift

7.9.4. Computer System Availability

The following specification defines both system availability and the method by which it is calculated, as it is used in other sections of this RFP.

The system will be considered **available** for use only when all the following conditions are met:

- Installed hardware/software components have power applied and are operating correctly.
- All functions and interfaces are installed and all functional features necessary for the following items are operating correctly:
 - The receipt (processing) and dispatching of calls for service and emergency resources are operating correctly.
 - MDCs are on-line
- The system shall be available 24 x 7.
- Scheduled downtime, as defined by the successful Respondent and accepted by NTECC, will not be construed as hours when the system is unavailable.

System availability will be expressed as a percentage of the maximum expected availability over a given period. The percentage availability for any period will be calculated as follows:

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

(Total Minutes in Period - Minutes System Unavailable) ÷ Total Minutes in Period

For example:

- In a 30-day period, maximum availability is considered to be 1,440 minutes (1 day) x 30 days = 43,200 minutes.
- If the system is unavailable for 8 minutes during that 30-day period, then the availability of the system during the period is $(43,200-8) \div 43,200$, or $43,192 \div 43,200$, which equals 99.981 percent.

7.10. SUPPORT AND MAINTENANCE REQUIREMENTS

Subject to the terms and conditions set forth elsewhere in a contract, the successful Respondent shall provide, at a minimum, the following support for the covered applications (“Basic Support”). The successful Respondent shall maintain the software and each component thereof so that such software and components operate in conformity with the documentation and with all specifications, performance standards, and functional requirements in the software licensing agreement. The successful Respondent shall promptly transmit, by the most expeditious means available, corrective software patches/bug fixes and related instructions for correcting malfunctions.

7.11. SOFTWARE ERRORS

Upon notification, the successful Respondent will promptly correct malfunctions in any of the covered software discovered by NTECC during the term of the software licensing agreement, provided: (i) NTECC provides all information regarding such malfunction that may be requested by the successful Respondent and reasonably available to NTECC as defined in the following error reporting section; and (ii) NTECC has provided the successful Respondent with remote access to the system as required by a contract.

7.12. ERROR REPORTING

NTECC personnel making a software error report will describe to support staff the malfunction in reasonable detail and the circumstances under which the malfunction occurred or is occurring. With the assistance of support personnel, the software error will be classified as a Severity Level 1, 2, 3, or 4. NTECC shall provide all reasonably available information requested by the successful Respondent that is necessary to complete the request for technical services. Upon detection of any malfunction in any of the covered software, NTECC shall provide the successful Respondent a listing of command inputs, resulting output, and any other data the successful Respondent may reasonably request and is available to reproduce operating conditions similar to those present when the malfunction occurred.

7.13. TECHNICAL SUPPORT CENTER

Respondents will provide toll-free telephone support for operational and technical assistance, as well as a computerized trouble ticket reporting system. Support for Severity Level 1 and 2 calls relating to the Respondent's CAD software applications and MDS software applications, including any message switch software applications and any critical interfaces to those systems, shall be available 24 x 7 x 365. Support for all other calls and other Respondent applications and Respondent-provided third-party software applications will be available during normal support hours of 8:00 a.m. to 5:00 p.m. local time in NTECCS's time zone (not including weekends and Respondent-defined holidays). The successful Respondent shall have the opportunity to charge reasonable call-out fees for any call received outside the above times by an adjustment to the next year's annual maintenance fee.

7.14. SOFTWARE MALFUNCTION SEVERITY LEVEL DEFINITIONS

7.14.1. Severity Level 1

Severity Level 1 is an issue that renders the software or a major component of the software inoperative, causes a significant and ongoing interruption to the end user's activities, or causes an unrecoverable loss or corruption of data.

Severity Level 1 for CAD and MDS is a call requesting technical support for a malfunction in any covered software or a failure of the system server on which such covered software is installed that affects functions or results in system-related failures, as follows:

1. Users are unable to enter new requests for service via the new event call taking screen
2. Users are unable to assign or exchange a unit or apparatus on an event.
3. Users are unable to change status or increase the priority of an event.
4. Users are unable to close an event.
5. Users are unable to view information needed to dispatch the event.
6. Users are unable to clear assigned units and close the event.
7. Users are unable to view premise history related to the location of an event.
8. Users are unable to update unit status or location related to an event.
9. Users are unable to change call type or the priority of an event.
10. Users are unable to transmit a CAD event from dispatch to field units or transfer event data to RMS.
11. Users are unable to log units on or off the system.
12. Users are unable to view the current status of all units.
13. The CAD and MDS side of any interface is down.
14. Users are unable to perform address verification because of an application problem.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC CARROLLTON, TEXAS

15. Twenty-five percent (25%) of the workstations in the primary dispatch facility or mobile data clients are down.
16. Major hardware issues prevent continued use or operation of the system or impact all operators using the system or halt or severely impact critical system operations or endanger the integrity of any database on any defined system server or, impact all or 25% of the operators using the system (applies to vendor-provided hardware).
17. The map cannot be displayed or cannot display any validated location and control cannot be transferred to another workstation.

Severity Level 1 shall not include calls requesting technical support relating to a problem encountered that substantially falls outside the list of functions or system-related failures noted above or a failure related to individual components of the network communications equipment, communication lines, terminals, a single workstation, printers, or terminal servers that do not impact or impede operations of the system unless otherwise described in other areas of the contract. NTECC shall have exclusive authority for initially determining whether a service request constitutes a Severity Level 1. If, after review, the successful Respondent determines the service request is not Severity Level 1, the successful Respondent reserves the right to charge reasonable call-out fees as defined in the contract.

7.14.2. Severity Level 2

Severity Level 2 is defined as a problem that causes the software to be inoperative, disrupted, or malfunction and which materially interferes with NTECCS' use of the software. If a reliable and suitable workaround, which does not impact intended work or process flow, is delivered to NTECC to temporarily fix or patch a Severity Level 1 issue, the service request can be downgraded to a Severity Level 2.

7.14.3. Severity Level 3

Severity Level 3 is any problem in the software that causes the software not to function in accordance with applicable specifications, including system documentation, but that causes only a minor impact on NTECCS' use of the software and for which an acceptable workaround is available.

7.14.4. Severity Level 4

Severity Level 4 is defined as (i) any general question or request pertaining to the software or (ii) all malfunctions in the software that are not included in the other malfunction classifications outlined above.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

7.14.5. Workaround

Workaround shall mean a temporary procedure, routine, solution, or fix that restores operational capability without substantially compromising the performance of the software or integrity of the operating system or data. A workaround will not require recurring system or workstation downtime. A workaround gives NTECC the ability to achieve substantially the same functionality as would be obtained without the programming error.

Workarounds may include changes to configuration parameters or operational processes. To be acceptable, it must be an action, or series of actions, that can reasonably be accomplished by an average user without excessive impact on other capabilities and/or impeding work or process flow.

7.15. RESPONSE TIME CREDITS

All trouble tickets or service requests that the successful Respondent and NTECC classify as a Severity Level 1 must be resolved within 24 hours from the time the Severity Level 1 call is reported to the successful Respondent.

All trouble tickets or service requests that the successful Respondent and NTECC classify as a Severity Level 2 must be resolved within five business days from the time the Severity Level 2 call is reported to the successful Respondent.

In the event these timeframes are not met, NTECC shall receive compensation in the form of maintenance and support credits for the following year's maintenance/support fees. This compensation plan will be addressed during contract negotiations, with compensation rates to be determined at that time.

8. CONTRACT TERMS AND CONDITIONS

The contract with the successful Respondent will contain the following contract terms and conditions. Respondents taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the terms and conditions to which they take exception or seek to amend or replace; and (b) include any additional or alternate language with their proposal. Failure to both identify with specificity those terms and conditions Respondent takes exception to or seeks to amend or replace and provide Respondent's additional or alternate contract terms may result in rejection of the proposal. **While NTECC may accept additional or alternate language provided within the proposal, the terms and conditions marked with an asterisk (*) are mandatory and non-negotiable. Notwithstanding anything to the contrary, any conflict between the terms and conditions**

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

of the response to the RFP by the successful Respondent and the contract terms and conditions, the terms and conditions of the contract shall prevail.

8.1. PROCEDURES

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the NTECC Executive Director and the assigned Project Manager. The Contractor shall not comply with requests and/or orders issued by any other person other than the Director or Project Manager acting within their authority for NTECC.

Any change to the Contract must be approved in writing by the NTECC Executive Director and the Contractor.

8.2. CONTRACT ASSIGNMENT

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing of NTECC.

8.3. CONFIDENTIALITY AND SECURITY

The Contractor shall not copy, display to other parties, or distribute NTECC data without the express written permission of NTECC.

The Contractor shall not copy, display to other parties, or distribute NTECC owned programs or proprietary data or information without the express written permission of NTECC.

The Contractor shall use only NTECC approved access technologies for remote access to NTECC networks, servers, and applications.

The Contractor shall access NTECC networks, servers, and applications only for business reasons associated with the provision of services to NTECC.

The Contractor shall use hardened passwords for all access related to NTECC networks, servers, and applications. Such passwords shall contain at least eight unique characters that identify the Contractor's staff assigned, and shall contain at least one each: alpha character, numeric character, and special character.

Hardware operating system software and applications software provided through this Contract shall be provided with all known security vulnerability patches applied.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC CARROLLTON, TEXAS

The Contractor acknowledges and understands that its employees may have access to proprietary business information, or other confidential information belonging to NTECC or acquired by NTECC during the course of its operations. Therefore, except as required by law, the Contractor agrees that its employees shall not:

- a) Access or attempt to access data that is unrelated to their job duties or authorizations as related to this contract.
- b) Access or attempt to access information beyond their stated authorization.
- c) Disclose to any other person or allow any other person access to any information related to NTECC, data collected by NTECC, information regarding NTECC facilities or any other party of the Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, text messages, photos or videos, voice mail communication, written documentation, "loaning" computer access codes and/or any other transmission or sharing of data.

The Contractor understands that NTECC or others may suffer irreparable harm by disclosure of proprietary or confidential information and that NTECC may seek legal remedies should such disclosure occur. Further, the Contractor understands that violations of this provision can result in Contract termination.

The Contractor understands that information and data obtained during the performance of this Contract shall be considered confidential, during and following the term of this contract, and will not be divulged without NTECCS' written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by NTECC as proprietary and confidential, and, shall make no unauthorized reproduction or distribution of such material.

The Contractor shall establish and maintain procedures and controls for the purpose of assuring that no information in its records or obtained from NTECC or from others in carrying out its functions under the Contract shall be used or disclosed by it. NTECC reserves the right to review such procedures to ensure acceptability to NTECC. If information and/or records are requested of the Contractor by anyone other than NTECC personnel, the NTECC Executive Director or Project Manager shall be notified immediately. NTECC will promptly address all requests for information.

8.4. DELAYS

Time is of the essence in the performance of the contract. If an unavoidable delay is foreseen, the Contractor shall give immediate written notice to NTECC. The Contractor shall keep NTECC advised at all times of the status of system delivery. Default in meeting a major milestone, without mutually agreed accepted reasons, or failure to deliver agreed upon functionality shall be

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

considered a default in the terms and conditions of the Contract and may result in NTECC authorizing the purchase of supplies and/or services from other sources and charge full increase in cost and handling to defaulting Contractor or, in the alternative, NTECC seeking relief through the Contract performance bond as set forth below.

8.5. DELIVERY FAILURES

Should the Contractor fail to deliver the proper services or item(s) contracted for at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the contract, or should the Contractor fail to make a timely replacement of rejected items when so requested, NTECC may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Contractor shall reimburse NTECC for all costs in excess of the Contract price when purchases are made in the open market; or, in the event that there is a balance NTECC owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by NTECC as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

8.6. INSURANCE

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- B. The Contractor and all sub-contractors shall, during the continuance of the work under the contract, provide the following:
 - 1. Workers' Compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Texas.
 - 2. Comprehensive general liability insurance to protect the Contractor, and the interest of NTECC, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The general liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

3. Automobile liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
 4. Professional liability against all wrongful acts, errors, or omissions on the part of the Contractor resulting from any action or operation under the Contract or in connection with the contracted work.
- C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by general, automobile and professional liability policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an excess or umbrella liability policy

1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000

2. General Liability:

Per Occurrence:	\$2,000,000
Personal/Advertising Injury:	\$2,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
Fire Damage Legal Liability:	\$100,000

General Liability Coverage, excluding Products and Completed Operations, should be on a Per Project Basis.

3. Automobile Liability:

Combined Single Limit:	\$2,000,000
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4. Professional Liability:

Per Occurrence:	\$2,000,000
General Aggregate:	\$2,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to NTECC. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC CARROLLTON, TEXAS

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

- a. Agree to provide, prior to commencing work under the contract, certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for general liability policies and five (5) years for professional liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this contract, or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the general liability, automobile liability and professional liability policies, if any. NTECC reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4. a. The Contractor agrees to provide insurance issued by companies admitted within the State of Texas, with the Best's Key Rating of at least A: VII.
- b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5. a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
- b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by NTECC. These certified copies will be sent to NTECC from the Contractor's insurance agent or representative. Any request made under this provision shall be deemed confidential and proprietary.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

- c. Any certificates provided shall indicate the Contract name and number.
- 6. NTECC, its officers, employees and member agency evaluation team personnel shall be named as an "additional insured" on the automobile and general liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage NTECC may possess." (Use "loss payee" where there is an insurable interest.)
- 7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liability's provisions of the contract.
- E. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude NTECC from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
- F. Precaution shall always be exercised for the protection of persons (including employees) and property.
- G. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this contract.
- H. Any loss insured under subparagraph 8.6.B.4 is to be adjusted with NTECC and made payable to NTECC as trustee for the requirements of any applicable mortgagee clause.
- I. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "cancellation" paragraph of the form shall be deleted.
- J. The Contractor agrees to waive all rights of subrogation against NTECC, its officers, employees, and agents.

8.7. BONDING REQUIREMENTS

8.7.1. Contract Payment and Performance Bonds

The Contract Payment Bond and Contract Performance Bonds are each to be in an amount equal to one hundred percent (100%) of the Contract value.

8.8. INDEMNIFICATION

8.8.1. Software Infringement

The Contractor shall, at its own cost, defend and hold harmless any claim or suit brought against NTECC on the issue that the software infringes a United States copyright, patent, trademark, trade secret or other intellectual property right of a third party provided that NTECC (i) notifies the Contractor promptly in writing of any such claim or suit; (ii) gives the Contractor full information and assistance in settling and/or defending the suit; and (iii) gives the Contractor full authority and control of the defense and/or settlement of any such action. The Contractor shall not be liable for any costs or expenses incurred (i) by NTECC without the Contractor's prior written authorization; (ii) for any claim based on the use of a combination of the Contractor's software with any other software not provided by the Contractor, (iii) for any claim based on NTECCS' modification of the software (iv) from use of other than the latest available version of the software, provided that the version containing the correction of the infringement has been made available to NTECC at no charge; or (v) any transaction entered into by NTECC relating to the software without the Contractor's prior written consent.

If the software becomes subject to a claim of infringement for which the Contractor may become liable, the Contractor may at its option (i) obtain the right to continue using the software; or (ii) replace or modify the software to make them non-infringing so long as the replacement or modification meets substantially similar specifications; or (iii) NTECC and the Contractor may elect to terminate the Agreement in the event that the Contractor is unable to perform under (i) and (ii) above. All payment obligations of NTECC shall be suspended until the Contractor provides one of the remedies described.

8.8.2. Death and Personal Injury Provisions

The Contractor shall indemnify, defend, and hold harmless NTECC and its affiliates, against any liability, demands, damages, expenses, and losses for death, personal injury, illness or property damage arising out of the Contractor's breach of its representations, warranties, or performance, or based on an alleged defect or design error in any element, part or combination thereof in the software.

8.8.3. NTECC Indemnification Provisions

NTECC is prohibited from indemnifying the Contractor and/or any other third parties. Notwithstanding the foregoing, NTECC shall be responsible for the actions and/or omissions of its board members, officers, employees and agents during their use of the software, including the negligent use, misuse or reproduction of software. Further, NTECC expressly waives any and all actions against the Contractor for claims resulting from the negligent acts or omissions of

REQUEST FOR PROPOSAL (RFP)

**NORTH TEXAS ECC
CARROLLTON, TEXAS**

NTECC, its board members, officers, employees and agents. Provided, however, this waiver shall not be deemed to be a waiver of NTECCS' sovereign immunity or defense thereof.

8.9. SAFETY

All Contractors and subcontractors performing services for NTECC are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

8.10. AMERICANS WITH DISABILITY ACT COMPLIANCE*

NTECC is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and Texas Human Rights Act of 1983.

Specifically, NTECC, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act.

8.11. EMPLOYMENT DISCRIMINATION BY RESPONDENTS PROHIBITED *

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- D. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

8.12. DRUG-FREE WORKPLACE *

During the performance of this Contract, the Contractor shall comply with NTECCS' Drug-free Workplace rules and regulations.

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

8.13. CONFORMING EMPLOYER SEXUAL HARASSMENT POLICY *

During the performance of this contract, Contractor shall comply with NTECCS' Sexual Harassment Prohibition Policy.

8.14. IMMIGRATION REFORM AND CONTROL ACT OF 1986 *

By entering this contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

8.15. SUBSTITUTIONS

No substitutions, additions or cancellations, including those of key personnel, are permitted after contract award without written approval by NTECC. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless NTECC agrees to a substitution. Substituting project staff will require Contractor to reimburse NTECC 40 hours of project time toward acclimating staff to current project status. Requests for substitutions shall be reviewed and may be approved by NTECC at its sole discretion.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

8.16. BACKGROUND CHECKS AND OTHER STATUTORY REQUIREMENTS

Contractor employees or subcontractors assigned to the NTECC project will be subject to background checks and, if working onsite, fingerprinting in compliance with FBI CJIS requirements. Personnel will be required to fill out a personal history statement form, as well an authorization for release form. The results of the background check will be relayed back to the contact person within 24 hours. The reported results will be that the worker is either a) cleared for access to NTECC or b) not cleared for access to NTECC. All personnel working onsite shall be required to wear an ID badge, dress appropriately and maintain proper hygiene. Failure to do so may be cause for removal of the individual from NTECCS' premises.

8.17. CONDITION OF ITEMS

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

8.18. WORKMANSHIP AND INSPECTION

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall always be professional and courteous. NTECC may, in writing, require the Contractor to remove any employee from work for reasonable cause as determined by NTECC. Further, NTECC may, from time to time, make inspections of the work performed under the Contract. Any inspection by NTECC does not relieve the Contractor from any responsibility in meeting the Contract requirements.

8.19. EXEMPTION FROM RETAILER'S OCCUPATION AND USE TAXES *

Pursuant to the Texas State Comptroller, municipal governments like NTECC are exempt from Texas State Retailer's Occupation or Use Taxes, therefore the Contractor shall not charge NTECC for Texas State Retailer's Occupation or Use Taxes on the finished goods or products provided under the contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on the NTECC project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

8.20. ORDERING, INVOICING AND PAYMENT

All work requested under this Contract shall be performed and invoiced in accordance with the signed contract. The Contractor shall not accept credit card orders or payments under this contract.

The Contractor shall submit invoices in duplicate upon completion of agreed upon project milestones, to include a detailed breakdown of all charges, and shall be based on completion of tasks or deliverables and shall include progress reports. Invoices shall be submitted to:

North Texas Emergency Communications Center
Attn: Heather Herriage,
Deputy Director
1649 W. Frankford Rd., Suite 150
Carrollton, TX 75007

All such invoices will be paid within 45 days by NTECC unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

8.21. PAYMENTS TO SUBCONTRACTORS *

All payments made by NTECC will be made to the Contractor. The Contractor shall agree that NTECC is held harmless and is not liable for any claims or payment requests made by subcontractors under contract to the Contractor.

8.22. ASSIGNMENT OF CONTRACT *

The Contract may not be assigned in whole or in part without the written consent of NTECC.

8.23. TERMINATION

Subject to the provisions below, the Contract may be terminated by NTECC upon 30 days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of NTECC until said work or services are completed and accepted.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC CARROLLTON, TEXAS

a) Termination for Convenience

NTECC may terminate this Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

b) Termination for Cause

In the event of Termination for Cause, the 30-day advance notice is waived, and the Contractor shall not be entitled to termination costs.

c) Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

8.24. CONTRACTUAL DISPUTES *

The Contractor shall give written notice to NTECC of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to NTECC by certified US Mail, courier, or overnight delivery service, no later than 60 days after final payment. The Contractor shall submit its invoice for final payment within 30 days after completion or delivery of the services. If the claim is not disposed of by agreement, NTECC shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within 30 days of NTECCS' receipt of the claim.

NTECCS' decision shall be final unless the Contractor appeals within 30 days by submitting a certified written letter delivered via US Mail of the appeal to the NTECC Director, or designee. The NTECC Director shall render a decision within 60 days of receipt of the appeal. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

8.25. SEVERABILITY *

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

8.26. APPLICABLE LAWS/FORUM *

This Contract shall be governed in all respects by the laws of the State of Texas. Any State court action shall be filed in the State of Texas, Denton County, any federal court action shall be filed in the United States District Court for the Northern District of Texas. Contractor expressly waives any objection to venue or jurisdiction of Denton County, Texas or the applicable federal circuit court. Contractor expressly consents to waiver of trial by jury.

8.27. NOTICES

All notices and other communications hereunder shall be deemed to have been given to NTECC when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TBD

TO NTECC:

North Texas Emergency Communications Center
Attn: Heather Herriage, M.S. Deputy Director
1649 W. Frankford Rd., Suite 150 Carrollton, TX 75007

8.28. COUNTERPARTS

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

9. EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth in Table 8 below will serve as guidelines used during the NTECC evaluation process to identify the solution that best meets NTECCS' business needs. The guidelines are not a rigid methodology by which Respondent selection must be determined. NTECC will consider operational needs, total life cycle cost, Respondent experience and performance track record, as well as Respondent's resources, to deliver a successful outcome. At all times, NTECC

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

reserves the right to reject any or all proposals and award a contract to any Respondent, regardless of price.

Table 8: Evaluation Criteria

Evaluation Criteria
Phase I
Compliance matrix scoring
Technical proposal and project approach
Functional requirements matrices
Implementation approach, testing and training
System support and maintenance
Pricing
Phase II
Use case demonstrations
Reference
Experience of the Respondent

Respondents' proposals meeting minimum mandatory requirements, determined to be within NTECCS' budget and meeting a **critical requirements threshold** will be reviewed fully by the NTECC project team. These proposals will be evaluated, and a ranking developed by consensus decision-making that ranks all proposals, from highest-ranked proposal in descending order.

At the conclusion of the Phase I evaluation, up to three of the highest-ranked Respondents, dependent on the number of proposals received, will be invited for use case demonstrations and discussions regarding the system proposed and project approach. Finally, those firms that successfully advance through the use case demonstrations may have references checked with site visits conducted by the NTECC project team. A final ranking of the remaining Respondents will be made, and a notice of award will be transmitted to the highest-ranking Respondent at the conclusion of Phase II of the evaluation. The final contract shall be awarded as a firm fixed-price contract.

10. PROPOSAL SUBMISSION FORMAT AND CONTENT

Respondents are to make written proposals that present a Respondent's qualifications and understanding of the work to be performed. Respondents shall address in their proposal each of the specific items listed below in the order presented. Each titled subsection below shall be separated and identified by its section number/title. The subsections detailed below include

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

specific problem statements for which NTECC is seeking detailed solutions. Failure to include any of the requested information may be cause for the proposal to be considered non-responsive and rejected.

10.1. PROOF OF RESPONDENT'S MINIMUM QUALIFICATIONS

Respondents shall provide proof via documentation or detailed response of Respondent's compliance with the minimum requirements as outlined in Section 4.0 of this RFP.

10.2. EXHIBIT A – GENERAL CAD FUNCTIONA SPECIFICATIONS MATRIX

General Function Specifications Matrix is to be completed as described below in Exhibit B.

10.3. EXHIBIT B – CAD FUNCTIONAL SPECIFICATIONS MATRIX

Exhibit B – CAD Functional Specifications Matrix is to be completed by Respondents as described. Exhibit B is a compilation of common CAD specifications and the intent is to provide a better understanding of a Respondent's method of provisioning the given functional feature.

Respondents are to read each requirement and indicate one of the three answers provided, as follows:

Function Available—The Respondent's CAD solution will provide the described functionality in the system delivered to NTECC if the Respondent's solution is selected.

Function Not Available—The Respondent's current production CAD system is not capable of performing the function as listed in the specification and will not be delivered in a system if the Respondent's solution is selected.

Exception—The Respondent takes exception to the specification and must explain the reason for the exception as directed in Subsection 10.5, Explanation of Clarifications/Exceptions.

Only those items marked as **Function Available** will be scored within the matrix; responses of **Not Answered, Function Not Available** and **Exception** will receive no scores. Respondents are advised that any requirement marked as Function Available indicates that the system delivered to NTECC will be capable of performing the function as listed in the specification. Indicating Function Available is considered a contractually binding commitment by the Respondent to deliver on the required specification if its CAD solution is selected by NTECC.

For some functionality, the specifications may appear to be conflicting, where a requirement may ask whether a specific function is provided in one way, and then be followed by a requirement

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

that asks whether the same function is provisioned in a different (or potentially conflicting) fashion. This is intentional as NTECC seeks to determine the manner in which the Respondent provides that specific functionality when there are multiple options.

Column D – Vendor Work Area is provided to Respondents to insert notes or comments of exceptions while they are completing the matrix.

10.4. EXHIBIT C – FUNCTIONAL SPECIFICATIONS MATRICES

Exhibit C – Mobile Data System Functional Specifications Matrix complete the same as Appendix A and B.

Respondents again are advised that any requirement marked as Function Available indicates that the system delivered to NTECC will be capable of performing the function as listed in the specification. Indicating Function Available is considered a contractually binding commitment by the Respondent to deliver on the required specification if its solution is selected by NTECC.

10.5. EXPLANATION OF CLARIFICATIONS/EXCEPTIONS

Respondents are required to provide explanations of any “Comply with Clarifications” or “Exceptions.” Likewise, any “Exceptions” taken to functional requirements contained in Exhibits A through C must have explanations provided. Respondents’ Explanation of Clarifications/Exceptions must be provided in a separate section for each exhibit. Respondents must provide the section number (e.g., Section 5.1) for which it is providing a “Comply with Clarification” or “Exception,” or in the case of the functional requirements matrices, the specification identification (e.g., SYS-1) followed by the explanation.

For the purposes of this RFP, items not answered or marked as an exception on the matrix will be interpreted as “Function Not Available,” and will be factored accordingly for scoring purposes.

Once a shortlist of preferred Respondents is determined based on initial RFP review and scoring, consideration *may* be given to exceptions to allow for a more complete analysis and Respondent comparison.

10.6. MOBILE CONNECTIVITY/AVL

NTECC and partner agencies intend to implement AVL capabilities as a component of this CAD system procurement. AVL data for each unit with a mobile data client shall be available systemwide so that every unit can be viewed in both CAD and in-vehicle, as controlled by system administrators. In addition to being used with the CAD system, AVL data may be shared with other applications. Respondents shall provide details on how AVL data is depicted in its CAD

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC CARROLLTON, TEXAS

and mobile mapping solutions, how this data is utilized by the CAD system to determine nearest available units, what other capabilities exist within its solution to make use of AVL data (e.g., routing) and how AVL data is archived and retrieved for playback.

10.7. GIS/MAPPING

Respondents shall provide a system with integrated mapping for CAD and mobile environments. The mapping system should be ESRI-compliant and allow for multiple layers of geographic information. The mapping application should reside on a centrally located server that provides for easy updates. Maps for the CAD and mobile environments must be configurable and available for both systems without the need for multiple systems. The GIS system must allow agencies to add layers to their own agency data, and to share those layers or activate them for agency use only. Respondents should describe, in detail, how mapping is accommodated within its solution, and whether a conversion process is utilized with ESRI data prior to importing into the system.

10.8. INTEGRATED CAD AND MDS SOLUTION

NTECC is seeking a solution that offers an integrated suite of two applications – CAD and MDS. Respondents proposing solutions should thoroughly describe data sharing across applications. Mobile applications should be able to submit inquiries to TLETS and NCIC (e.g., stolen vehicles). Respondents should describe the capabilities of its solution regarding the above scenarios, as well as other capabilities inherent within its application.

10.9. RADIO CONSOLE INTEGRATION

NTECC utilizes Harris IP-based radio consoles and seeks to understand whether Respondents have experience interfacing with these consoles and what functionality is provided through the interface. Respondents should describe if they have developed an interface, where it is deployed and what capabilities the interface provides to the CAD system.

10.10. REMOTE ACCESS TO CAD

NTECC currently has over 40 client licenses deployed in a client-server architecture. NTECC seeks to deploy a CAD system that utilizes Web-based remote access that provides real-time updates of CAD activity and data, as well as the capability to generate reports. Further, law enforcement agencies will have a need to create CAD events remotely at their stations. Respondents should describe, in detail, how their solution will provide the capability requested and what cost savings can be realized by NTECC as a result.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

10.11. ACCESS TO CENTRALIZED PRE-PLANS AND OTHER CRITICAL DATA

Many NTECC agencies need to access the latest available centralized pre-plans and other critical data, stored remotely, via their MDCs. NTECC seeks to procure a solution that would provide access to these pre-plans as part of the Respondent's proposed CAD/MDS solution. Respondents should provide details as to how it would incorporate access to pre-plans in its solution, whether the pre-plans would be stored locally or accessed as a Web service from a central repository, and how these plans would be maintained and updated so that all end users of the solution would have access to the most current data.

10.12. FIRE/EMS UNIT RECOMMENDATIONS

10.12.1. Static Run Card Recommendations

The fire agencies dispatched by NTECC currently have complex responses which vary by agency. NTECC currently uses static recommendations based on the agency, a response area, and the nature of the call.

The response area assigned to a location allows NTECC to define multiple station response orders based on unit type due and nature of call. In addition, CAD will search for multiple types of units within a station before moving to the next station for a resource.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

For example:

Nature: Ambulance in Response Area 81005 requires:

1 Ambulance from station order: 83, 81, 82, 84, 36, 16, LZ324, 23 **and:**

1 Engine, Squad, Quint or Truck from station order: 81, 85, 83, 82, 84, 36

AMB									
AMB	1	A83	A81	A82	A84	A36	A16	LZA324	A23
ENG	1	E/Q81	S85	TWR85	E/Q83	E82	E84	E36	E16

Nature: Brush Fire call in the same response area (81005) requires:

1 Ambulance from station order: 81, 83, 82, 84, 16, LZ324, 23, **and:**

2 Engine or Quint from station order: 81, 83, 82, 84, 16, LZ324, 23,

BRUSH									
AMB	1	A81	A83	A82	A84	A16	LZA324		
ENG	2	E/Q81	E/Q83	E82	E84	E16	LZE324	E2	

The new system will need to accommodate NTECCS’s current practices specified above and be capable of static run card responses that are unique to each agency and/or response area.

10.12.2. Hybrid Method

NTECC also requires that the proposed CAD system utilize a hybrid method for fire/EMS dispatching that allows for both AVL-based recommendations along with the standard unit recommendations consistent with a static station response. Specifically, the system should be able to use a standard run-card method and should allow for transitioning to AVL location—or a mix of both. This hybrid method would utilize the standard static “in station” resource list while at the same time allowing the AVL application to replace any resource from the static station response by recommending closest-available units based on AVL data.

Respondents shall provide a description of their system’s capability to provide a hybrid unit recommendation solution to NTECC that provides maximum flexibility for resource dispatching.

10.12.3. ProQA Determinant Code and General Interface to ProQA

NTECC currently defines law enforcement and Fire/EMS responses based upon a call’s nature code; however, consideration is being given to utilize determinant codes provided by the ProQA software. Respondents shall provide a description of their system’s capability to utilize PROQA

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC CARROLLTON, TEXAS

determinant codes for responses. Additionally, Respondents must support integration with the Priority Dispatch Paramount product line.

10.12.4. GIS Attribute Modifier

NTECC Fire agencies are also seeking a solution that would allow different responses to the same call nature based on a hazard or building type associated with an address. This data would be an attribute in the GIS data associated with an address point. For example, a high-rise building would have a hazard attribute of S for special hazard, while a multi-family building may have a hazard attribute of H for high hazard. The Respondent shall advise if their system is capable of obtaining this information from GIS and allocating a higher response based on this attribute.

10.13. LAW ENFORCEMENT SPECIFIC RESPONSE CRITERIA

The CAD should have different run/unit responses to meet the different needs of each PD but still use the same Call Type. For Example, Coppell Sgts. can be dispatched when no units are available to a burglary alarm, but in Carrollton Sgts. cannot be dispatched when no units are available.

The CAD should allow different responses to a Call Type based upon time of day, day of week, and month of year. For Example – Burglary Alarm at a Residence from 6a – 6p would be a one-unit response but from 6p – 6a would be a two-unit response.

The CAD should allow different responses based upon location type. For Example – Single houses need a different response than a School building or an Office building or a Place of Worship.

10.14. CAD-TO-CAD

NTECC seeks to procure a CAD solution that provides CAD-to-CAD interface capability. The interface should allow for connectivity between non-native CAD systems and provide the capability to dispatch, share information, and provide situational awareness. The CAD-to-CAD interface must be bidirectional and facilitate the assignment and tracking of closest resources to an event utilizing AVL data.

Respondents shall provide documentation for existing CAD system implementations it has deployed that utilize a third-party CAD-to-CAD solution for data sharing.

Respondents that have an internally developed CAD-to-CAD data-sharing function should provide documentation for those implementations as well.

REQUEST FOR PROPOSAL (RFP)

**NORTH TEXAS ECC
CARROLLTON, TEXAS**

Respondents should provide information on their preferred approach in implementing CAD-to-CAD functionality with a third-party CAD solution, and specify the following:

- Data to be transferred to/from the other system
- Description of how the interface functions from the end user's point of view
- Communication protocol required
- Reference(s) where the interface currently is in use
- Network bandwidth required
- Equipment required
- How network connectivity is provided and by whom

10.15. DESCRIPTION OF SYSTEM

Respondents shall provide a detailed description of the proposed system hardware and software platform as outlined in Section 6.0 – Hardware. Block diagrams, equipment layouts, and equipment lists must be included to provide a complete and comprehensive description of the hardware configuration that the Respondent is proposing. NTECC reserves the right to purchase the hardware and services related to hardware elsewhere. In instances where NTECC elects to purchase the hardware and services directly, Respondents still are responsible for identifying hardware specifications, and for certifying the procured hardware components, system configuration and services needed to meet NTECCS' requirements as defined in the RFP. A list and description of the software and documentation that is required to operate the proposed hardware/software configuration must also be included within the Respondent's proposal.

Respondents must review and provide compliance comments or descriptions for all numbered subsections listed within Sections 6.1 – General System Requirements, Section 6.2 – Host Server Requirements, and Section 6.4 – End-user Workstation Requirements.

Respondents must provide a diagram and description of their network architecture and indicate whether their solution must operate on a closed network, or whether it can be installed on a shared network. Respondents must provide its installation preference and a brief explanation as to why it has this preference. Respondents must identify any known advantages or disadvantages regarding closed and shared network solutions.

Respondents also may include information describing additional functionality, competitive advantages, and/or lifecycle cost-effectiveness of its system, regardless of whether it is explicitly required by this RFP.

10.16. REFERENCE SITES

Respondents shall provide, at a minimum, five reference sites of similar size and complexity where the system being proposed has been installed and in operation, along with the following: agency name, person to contact, address, telephone number, email address, description of work performed, installation date, installed applications, version numbers (if applicable), average annual CAD events, implementation timeframe and whether the system was delivered on schedule.

10.17. PROJECT APPROACH AND PROPOSED SERVICES

10.17.1. General Project Approach and Project Management

Respondents must describe, at a high level, the project approach they employ from notice of award to final system acceptance. This approach should identify the various phases of the project, those Respondent personnel engaged during those phases, and what project management tools and methodology will be utilized to manage the project throughout.

10.17.2. Design, Development, Integration and Installations Services

Respondents must describe those services it will provide to design, develop, integrate and install its proposed system.

10.17.3. Testing, Implementation and Cut-over

Once the successful Respondent's proposed system is fully installed, a rigorous testing program has been presented in Section 7 of this RFP to ensure that the system satisfies the stated requirements. Respondents must describe how it will comply with each phase of this testing and offer any other approaches that may benefit NTECC or streamline the process. Respondents must describe how they propose to implement the system in the Center and the mobile environment and describe cutover to live operations. Respondents must describe how its implementation team will work with NTECC during the 30-day reliability test to resolve any issues that may arise and to ensure that the system reaches the final system acceptance milestone. Sample test plans used by the Respondent must demonstrate how the system functionality and interfaces are tested to ensure compliance with the functional specifications matrices or other functionality described elsewhere in this RFP.

10.17.4. Training

Respondents must describe, in detail, its training approach and delivery method. A Respondent's training proposal should, at a minimum, include the following:

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

- Types of training offered
- Targeted audiences
- Number of persons per class
- Class duration
- Delivery methodology (e.g., classroom, hands-on, etc.)
- Training materials provided
- Sample curricula
- Method for testing trainees for proficiency
- Respondent's expectations of NTECC regarding venues, equipment and personnel

10.18. DELIVERY AND IMPLEMENTATION SCHEDULE

Respondents shall provide a preliminary project plan that includes a delivery and implementation schedule, with an assumed start date of September 13, 2021.

11. INSTRUCTIONS FOR SUBMITTING PROPOSALS

11.1. PREPARATION AND SUBMISSION OF PROPOSALS

- A. Before submitting a proposal, Respondents must read the **entire** RFP document. Failure to read any part of this solicitation will not relieve a Respondent from the requirements of that section or any subsequent contractual obligation.
- B. Pricing must be submitted on RFP pricing forms only (Exhibit D). Include other information as requested or required.
- C. If mailing, all proposals must be submitted to NTECC in a sealed envelope, with the pricing proposal in a separate sealed envelope. The face of the sealed envelope shall indicate the RFP number, time, and delivery date deadline, title of the RFP, submitting Respondent name, and return address.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the Respondent are to be returned with the proposal.
- F. Proposals must be received by NTECC prior to 4:00 p.m., Central Standard Time on February 17, 2021. Atomic time will be utilized by NTECC to determine proposal cutoff on the designated date and can be referenced by Respondents by visiting <http://www.time.gov>. Requests for extensions of this time and date will not be granted unless deemed to be in NTECC's best

REQUEST FOR PROPOSAL (RFP)

**NORTH TEXAS ECC
CARROLLTON, TEXAS**

interest. Respondents mailing their proposals shall allow for sufficient delivery time to ensure receipt of their proposals by NTECC by the designated deadline for acceptance of proposals. Proposals or unsolicited amendments to proposals received by NTECC after the designated deadline will not be considered. Proposals will be accepted and logged in by the NTECC Administrative Assistant at the time and date specified above.

G. Proposals may be mailed or sent via commercial courier to:

North Texas Emergency Communications Center
ATTN: Heather Herriage, Deputy Director
1649 W Frankford Rd. Suite 150 Carrollton, TX 75007

Additionally, proposals can be emailed to CADRFP@NTECC.org and must meet the deadline for submittal.

H. Each firm shall submit one (1) original hard copy of its proposal and eight (8) soft copies on DVD, CD or thumb drive of their proposal to the NTECC Deputy Director as indicated on the cover sheet of this RFP. Each copy shall include a completed electronic version of the Functional Matrix in its native Microsoft Excel format as defined in Section 10.0. The original proposal shall be clearly marked.

11.2. PRE-PROPOSAL CONFERENCE

A Virtual Pre-proposal Conference will be held on January 5, 2021, at 10:00 CST. The Pre-proposal Conference is not mandatory; however, it is highly recommended.

11.3. QUESTIONS AND INQUIRIES

Questions and inquiries, both oral and written, will be accepted from any Respondent; however, when requested, complex oral questions received during the Pre-proposal Conference shall be submitted in writing after the fact. The NTECC Project Manager is the sole point-of-contact for this solicitation unless instructed otherwise herein. Unauthorized contact with NTECC board officials, management staff, or other NTECC personnel regarding this RFP may result in disqualification of the Respondent.

Except for the Pre-proposal Conference, all questions and inquiries regarding this RFP will be taken by a single point-of-contact designated by each Respondent and sent via email to: CADRFP@NTECC.org. The designee should provide the company s/he represents, title and company role in this engagement, name, valid company address, and best contact phone number. The Respondent's designee must provide her/his email address as the primary contact

REQUEST FOR PROPOSAL (RFP)

**NORTH TEXAS ECC
CARROLLTON, TEXAS**

e-mail and up to two (2) secondary e-mail addresses that will be added to the electronic mailing list. All e-mail questions and inquiries to the RFP should provide the company name and email purpose in the subject line (e.g., CAD Company – Registration).

Respondent questions will only be received until 4:00 p.m. CST on **January 19, 2021**. Responses to Respondent questions will be issued by the NTECC Executive Director or Deputy Director in the form of RFP Q & A Addendums on an interval established by NTECC after RFP release, but no longer than every two weeks. Questions received will be assigned a specific question and response number and at no time will Respondents be identified as asking a specific question.

Any questions received during the Pre-proposal Conference will be addressed at that time, if practical. Questions and responses received at the conference will be posted as a separate Q & A Addendum.

Although all Respondents are required to designate a point-of-contact for this engagement, the RFP and all Addendums will be posted to NTECCS' website at: <https://www.ntecc.org>.

It is the responsibility of all Respondents to ensure that they have received all addenda to this RFP and acknowledge same within the appropriate section of their proposal.

11.4. LATE PROPOSALS

Late proposals will be returned to the respective Respondent **unopened**, assuming RFP number, title, delivery date, and Respondent's return address is shown on the container.

11.5. FIRM PRICING TIMEFRAME

Proposal pricing must be firm for NTECCS' acceptance for a minimum of 180 days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

If additional services are required of the successful Respondent after implementation is completed, such as integration, interface, or other services, the successful Respondent must provide the services at the hourly rates quoted in this RFP. The rates quoted will be firm for a period of one year from contract execution. Thereafter, hourly rates may be adjusted in accordance with the Employment Cost Index, Private Industry Wages and Salaries, Management, Business and Financial (excluding incentive paid) based on the percentage of change from the contract year to the year the services are required.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

11.6. SHIPPING QUOTES

Any quotations provided to NTECC for goods to be delivered shall be Free on Board (F.O.B.) Destination – Freight Prepaid and Allowed. All deliveries shall be coordinated with the NTECC Project Manager or Director prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed inside delivery. Cash on Delivery (COD) will be denied. The cost of freight, insurance, and all other delivery-related costs shall be included in the cost of performing the work proposed in the price proposal.

11.7. PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a Respondent in connection with this solicitation shall not be subject to disclosure under the Texas Public Information Act

11.8. AUTHORITY TO BIND FIRM IN CONTRACT

Proposals shall give the full firm name and address of Respondent. Failure to manually sign a proposal may disqualify it. The person signing the proposal will show **title or authority to bind the firm in a contract**. Firm name and authorized signature must appear on the proposal in the space provided on the pricing page. Those authorized to sign are as follows:

- If a sole proprietorship, the owner may sign.
- If a general partnership, any general partner may sign.
- If a limited partnership, a general partner must sign.
- If a limited liability company, a “member” may sign, or “manager” must sign if so, specified by the articles or organization.
- If a regular corporation, the CEO, President or Vice President must sign. Others may be granted authority to sign, but NTECC requires that a corporate document authorizing the individual to sign be submitted with proposal.

11.9. WITHDRAWAL OF PROPOSALS

- A. All proposals submitted shall be valid for a minimum period of 180 calendar days following the proposal deadline date.
- B. Proposals may be withdrawn on written request from the Respondent at the address shown in the solicitation prior to the time of acceptance on the deadline date.
- C. Negligence on the part of a Respondent in preparing the proposal confers no right of withdrawal after the time fixed for acceptance of the proposals.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

11.10. NTECC PERSONNEL SUPPORT/ITEMS

The estimated level of support required from NTECC personnel for the completion of each task within the Respondent's proposal shall be itemized by position and man days.

Respondents shall indicate the necessary number of telephones, office space, and materials the Respondent requires. NTECC may furnish these items if NTECC considers them reasonable, necessary, and if available for the Respondent to complete their tasks.

11.11. SUBCONTRACTORS

It is NTECC's expectation that Respondents utilize personnel directly employed by their firm and subcontractors are not used to write code, develop interfaces, test the system, provide training, or perform any other tasks associated with this project. If subcontractors will be utilized at any time during the project or after system acceptance, Respondents shall include a list of those subcontractors with their proposal. At all times, the Respondent will be fully responsible for the acts, errors, and omissions of the subcontractor. The Respondent shall cause appropriate provisions of its proposal to be inserted in all subcontracts ensuing to ensure fulfillment of all contractual provisions by subcontractors.

Proposals shall also include a statement of the subcontractors' qualifications. NTECC reserves the right to reject the successful Respondent's selection of subcontractors for good cause. If a subcontractor is rejected, the successful Respondent may replace that subcontractor with another subcontractor subject to the approval of NTECC. Any such replacement shall be at no additional expense to NTECC nor shall it result in an extension of time without NTECC's approval. All subcontractors utilized by the Respondent are subject to a background check and fingerprinting if working onsite at NTECC.

11.12. USE OF BRAND NAMES

Unless otherwise provided in the RFP, the name of a certain brand, make, or manufacturer does not restrict Respondents to the specific brand, make, or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article that NTECC, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

Any catalog, brand name, or manufacturer's reference used in the RFP is descriptive – not restrictive; it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s)

REQUEST FOR PROPOSAL (RFP)

**NORTH TEXAS ECC
CARROLLTON, TEXAS**

specified is offered, illustrations and complete description must be submitted with the proposal. Samples may be required. If a Respondent makes no other offer and takes no exception to specifications or reference data, the Respondent will be required to furnish brand names, numbers, etc., as specified. Respondents must certify that item(s) offered to meet and/or exceed specifications.

11.13. RIGHTS OF NTECC

NTECC reserves the right to accept or reject all or any part of a proposal, to waive informalities, and to award the contract to ensure the best interests of NTECC are served. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the RFP that does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

11.14. PROHIBITION AS SUBCONTRACTORS

No Respondent who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

11.15. PROPOSED CHANGES TO SCOPE OF SERVICES

If there is any deviation from that prescribed in Section 5, Scope of Services, the appropriate line in the Scope of Services shall be ruled out and the substitution clearly indicated. NTECC reserves the right to accept or reject any proposed change to the scope.

11.16. MISCELLANEOUS REQUIREMENTS

- A. NTECC will not be responsible for any expenses incurred by Respondents in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation. Emphasis should be on completeness and clarity of content.

- B. Respondents who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal or participate in Use Case Demonstrations, as indicated. The NTECC Project Manager will be responsible for scheduling the time and location for any such presentation or Use Case Demonstrations.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

- C. This RFP and Addenda thereto will be included in the final contract as a reference with the successful Respondent's proposal incorporated into the contract as an exhibit. The successful Respondent will be expected to sign a contract with NTECC.
- D. NTECC reserves the right to reject any proposal received as a result of this solicitation, or to negotiate separately in any manner necessary to serve the best interests of NTECC. Respondents whose proposals are not accepted will be notified in writing.

11.17. NOTICE OF AWARD

Notice of Award correspondence will be emailed to the successful Respondent's point-of-contact via email with subsequent hard copy to follow. A Notice of Award will be posted on NTECC's website at <https://www.ntecc.org> following notification to the successful Respondent.

All Respondents not selected will be notified by official correspondence transmitted to the Respondent's point-of-contact via email with subsequent hard copy to follow.

11.18. DEBARMENT

By submitting a proposal, a Respondent is certifying that the Respondent is not currently debarred by the State of Texas, any County within Texas, or in a procurement involving federal funds, by the Federal Government.

11.19. PROOF OF AUTHORITY TO TRANSACT BUSINESS IN TEXAS

A Respondent organized under the laws of a state other than the State of Texas shall include in its proposal the filing number issued to the Respondent by the Texas Secretary of State when the Respondent registered as a foreign business entity pursuant to Texas Business Organizations Code, Section 9.001 in order to be authorized to transact business in the State of Texas.

11.20. INSURANCE COVERAGE

Respondents shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the Respondent carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for NTECC.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

EXHIBIT A – GENERAL CAD FUNCTIONAL REQUIREMENTS

Refer to Excel Spreadsheet.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

EXHIBIT B – CAD FUNCTIONAL SPECIFICATIONS MATRIX

Refer to Excel Spreadsheet.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

EXHIBIT C – MOBILE DATA FUNCTIONAL SPECIFICATIONS MATRIX

Refer to Excel Spreadsheet.

REQUEST FOR PROPOSAL (RFP)

NORTH TEXAS ECC
CARROLLTON, TEXAS

EXHIBIT D – PRICING FORMS

Refer to Excel Spreadsheet.