



COME TO RELAX • STAY TO EXPLORE

MARSHALL COUNTY FISCAL COURT

1101 Main Street, Benton, KY 42025

270.527.6293 270.527.4750

Kevin Neal, Judge Executive

Request for Proposals

Public Safety Call Recording System

Marshall County 9-1-1

May 14, 2019

Chris Freeman

911 Director

Marshall County 9-1-1 is requesting proposals from qualified vendors to provide, install, and maintain a public safety call i3 compliant recording system to securely record, retrieve and export 9-1-1 audio (telephone and radio) and text-to-911 recordings.

Proposals are due no later than 4 P.M. Central Time on May 21, 2019.

1 INTENT

The intent of this Request for Proposal is to procure a public safety grade audio logging system which will provide recording and storage of all telephone calls, text-to-911 calls and public safety radio channels utilized by Marshall County 9-1-1 and is a system that is next generation 911 and i3 compliant.

2 BACKGROUND

Marshall County 911 provides dispatch services for the County of Marshall, the City of Benton, the City of Hardin and the City of Calvert City. Marshall County 9-1-1 currently dispatches for three (3) law, nine (9) fire and one (1) EMS agency. However, Marshall County Fiscal Court and Marshall County 911 has developed a strategic plan to partner and collaborate with adjoining counties for potential consolidation efforts for the region. As required by policy, the Marshall County 9-1-1 recordings must be retained for a minimum of 365 days. In 2018, Marshall County 9-1-1 handled 62,000 telephone calls, two additional administrative lines and guarded 7 primary radio channels, as well as, an additional backup, tactical and incidental radio channel. The

3 SCOPE OF WORK

Marshall County 911 is seeking proposals from qualified BIDDERS to supply, install, configure and maintain a robust and reliable public safety call logging solution as detailed in the ESSENTIAL COMPONENTS AND FEATURES section, with options as detailed in the OPTIONAL COMPONENTS AND FEATURES section. Proposals shall adhere to the format specified in the PROPOSAL STRUCTURE section.

The Bidder shall install all required components of the selected solution and provide documentation and systems maintenance training to three (3) technical staff. The Bidder shall provide train-the-trainer style training to three (3) Operations management staff. The Bidder shall provide end user training to fourteen (14) staff.

In order for the project to be considered complete, all items in the ESSENTIAL COMPONENTS AND FEATURES will be validated and acceptance testing performed as specified in SYSTEM ACCEPTANCE CRITERIA.

4 ESSENTIAL COMPONENTS AND FEATURES

Any system supplied in response to this RFP must be a reliable audio logging solution licensed for 20 channels with hardware to support 72 analog or digital channels, recording the following: recording 4 telephone positions, 4 Analog 9-1-1 trunks, 5 Analog VHF radio channels, 7 Analog conventional telephone lines. Shall be expandable to record up to 100 total channels and can be a mixed configuration of analog, digital or VOIP channels, and have storage sufficient to maintain 365 days worth of recordings. The software portion of the solution will need to accurately log, track and recall all recorded information as well as provide a methodology for locating, flagging and exporting recordings. Because recordings may be used for criminal justice purposes, the system must maintain an audit log for each recording. Since Marshall County 911 supports multiple public safety agencies who rely on the recorded information, the system shall have the ability to define users and groups and assign access levels and permissions down to the channel level. If the system includes tools for redacting or editing audio, the system must keep original recordings intact. System monitoring that can log system errors and provide notifications when critical errors occur is an essential part of the proposed solution. Finally, the recording system stores an essential part of the agency's data; redundant components should be supplied when possible.

The proposed solution must exhibit the following essential characteristics:

DESCRIPTION
<p>The recording system shall be licensed for 20 channels with hardware to support 72 analog or digital channels, recording the following: 4 telephone positions 4 Analog 9-1-1 trunks 5 Analog VHF radio channels 7 Analog conventional telephone lines</p>
<p>The system should be modular and expandable to record up to 100 total channels and can be a mixed configuration of analog, digital or VOIP channels.</p>
<p>The recording equipment furnished and installed shall be designed for 24/7/365, continuous duty operation, with an uptime of 99% (public safety grade reliability).</p>
<p>The system must be sized adequately to effectively record, retain, manage, retrieve and purge 365 days of recordings (for all channels)</p>
<p>The recording solution storage shall be capable of recording to various removable and/or on-line storage devices including USB-Storage Devices, CD/DVD/DVD-Ram, RAID-1(Mirrored), SANs or NAS</p>
<p>Any local, drive-based storage proposed shall be provisioned with RAID-1 (2 x 1TB) and shall utilize a hardware-based RAID controller</p>
<p>The system shall be provisioned with at least 2 gigabit Ethernet interfaces (4 is preferred)</p>
<p>The system shall be provisioned with redundant, hot-swappable power supplies and hard drives.</p>
<p>The system shall record only when audio is detected and not continuously.</p>
<p>The recording system channels shall support various activation methods such as VOX activation with adjustable timing and level thresholds; CLI; ring; DTMF; and off-hook detection.</p>
<p>The recording system must integrate with the Airbus Vesta 9-1-1 phone system so that recording of phone positions are activated via positive start/stop control.</p>
<p>The recording system shall be capable of terminating recording based on silence, hook-state detection, contact state, DTMS, serial data or network data de-activation.</p>
<p>The system shall interface with the Airbus Vesta phone system for the purpose of obtaining ANI/ALI data.</p>
<p>The system shall support ALI format 04 and be wireless Phase II compliant (i.e., for Class of Service WPH2, parse Lat/Long from the ALI record).</p>
<p>The system must allow for simultaneous recording on all channels, playback on multiple remote workstations, and multiple channel playbacks without loss of any data and without deterioration to the rest of the system processes</p>
<p>The system must allow for playback from the system's storage (internal hard drives, NAS, SAN) without interruption of the recording process, regardless of the system's mode of operation</p>
<p>The system must provide for the customized naming of channels</p>
<p>The system must be able to be expanded or reconfigured without having to replace the entire system.</p>
<p>Once configured, on startup the system shall return to its previous operating state without requiring user intervention. No essential part of the system's core operation of recording, storing and playing back audio should require a logged-in user account.</p>
<p>The system must provide a searchable error log to keep track of alerts and errors</p>

Marshall County 9-1-1 Call Recorder RFP

User alarms must be configurable to the channel level by the software. The system must be capable of generating multiple alarms, including visual, audible, page, and email to assigned personnel. It must be possible to route alarms pertaining to different alarm conditions to different personnel.
The system must be able to perform an automatic daily backup of the call records database without having to shut down the recorder or stop recording and/or purging process.
The system must be able to integrate into a netclock for time synchronization.
The system must be programmable to provide automatic daylight savings time adjustment.
The system shall utilize an ODBC-compliant database; Microsoft SQL Server is preferred.
The system shall be licensed for 10 Administrator/Manager licenses for network accessible instant recall/playback/monitoring and administration.
The system must be able to integrate with P25 radio and Zetron Max Consoles.
The system shall support 40 concurrent users for instant-recall/playback/monitoring.
The system shall be capable of real-time live monitoring from any existing client workstation, provided the user has rights for live monitoring and/or the specific channel.
The system must be able to record text to 911.
The proposed system should allow live monitoring of any and all channels concurrently.
The system must provide multiple levels of security, including user and group level access to specific drives, administrative functions and be granular down to the channel level of access.
The recording system shall have its own security access control mechanism which limits playback controls per channel or user, and live monitoring capability per channel or user.
The system should allow authorized users to share or restrict access to specific recordings based on user or group.
The system should allow authorized users to share or restrict access to tags, comments, notes, and/or bookmarks based on user or group
The system must maintain an audit trail capturing logon information as well as recording-specific audits capturing the user, device, date and time that an individual recording was retrieved, played, or edited.
The system shall be able to redact recordings and use a tone, white noise, or silence to replace the redacted audio.
If redaction is enabled, system shall retain a copy of the original recording and add an entry to the audit log indicating the user who performed the redaction
The recording system client software providing search, playback, reporting and export must run on existing computers running Windows 10
The system shall have a configurable graphical user interface (GUI) for ease of use, including ability to add/remove, resize, and reorder columns
Browser-based clients must be accessible using multiple web browsers, such as Chrome, Internet Explorer, etc., and should enable playback without requiring additional proprietary software such as Silverlight, Flash, etc. Preferably the solution relies only on the current version or HTML.
Client shall maintain compatibility with current and recent versions of standard software such as the Windows operating system, Java, etc.
If more than one type of client is available, all essential functions of the product must be available in all clients. Wherever possible, user-based settings should be portable between clients.
The client shall have playback controls always available regardless of which screen is active
The system should have fully redundant components and/or a backup system to provide 99.999% reliability.
The system should provide integrated Quality Assurance/Quality Improvement (QA/QI) modules.
QA/QI reports shall be printed/displayed as singular score sheets
QA/QI module should be able to create a package of audio files and forms and distribute using internal or external email system

The Quality module shall come with pre-built standard forms and support custom-built forms for the agency, in accordance with APCO/NENA Standards
The system shall provide the following functions and indications by point-and-click and drop down menu actions: logon, logoff, shutdown, system configuration, help, live monitor, channel activity monitor, playback/monitor volume control, search/find, playback, stop, play, pause, begin, rewind, fast forward, end, variable speed playback with pitch correction and alarms.
The system should have a graphical user interface (GUI) that automatically updates after adding new selections to playback list
The recording system shall support audio playback from a client's workstation using the workstation's standard built-in or connected speakers.
The system must capture attribute information about each recording and store such information in separate, searchable fields: e.g., date and time, channel name & number, ANI/ALI data (parsed into multiple fields: name, number, class of service, address and/or lat/long), agent/user ID, DTMF, Caller ID information (name & number)
System must be capable of searching by time/date, channel, duration of call, telephone number, ANI/ALI data, dialed digits outbound (DTMF), dispatcher, type of line, 2 points in time, between specific dates, by tag or by any other existing and useful data
Call duration searches must allow the user to search for calls "less than" or "greater than" a specified length of time.
System shall offer a "quick search" feature which allows for the user to sort calls by simply adding any of the searchable criteria into a single field, and a calendar search feature
System must be capable of searching based on partial information and include use of wildcard
The system shall provide specific messages to search inquiries that return no results (e.g., "no records match", "system failure recorded during search parameters", "search parameters exceed records purge date")
If archiving or other off-line storage properties are used, the recording system shall be capable of searching for audio recorded to any off-line storage.
The recording system database shall automatically retrieve the recorded audio from on-line storage at user request; if the recording is only available from an off-line storage source, the system shall provide information about the location of the recording.
The system must have the ability to tag a call, append comments to calls and later use this information as search criteria.
QA/QI reports shall have the ability to create summary reports by dispatcher, user defined groups, channels, date/time frame, type of QA/QI review.
System must allow for flagging recording to hold past the normal retention time
The system shall be able to display call records information for each call including: channel number, name of channel, time, date, telephone number, duration of recording, end time, DTMF, caller ID, and ANI/ALI.
The system must be capable of simultaneous playback of multiple channels at the same time, from the client workstation, without affecting system's normal recording capability.
During multi-channel playback, volume controls, including mute, must be available for each channel individually and must have the ability to isolate channel(s) during playback.
The system must provide the capability for skipping to the next or previous chronological message for precision search and playback.
The system must provide loop playback to allow the operator to continuously replay the same portion of a conversation to assist in transcribing or determining what was actually spoken during the recording.
The system must provide a means for playback at various speeds
The recording system shall allow any number of authorized remote workstations to access and play the same or different conversations simultaneously.

The system must allow users to reconstruct an event by selecting multiple recordings from multiple channels and saving or flagging them within the system so that they can all be retrieved together.
The system shall allow user to display an event reconstruction timeline to see overlapping recordings (i.e., telephone calls & radio transmissions)
An event reconstruction timeline should be able to be printed to PDF or printer, either directly from the display or via a standardized report.
The system must be capable of playing an audible date/time stamp at the beginning of a recording; a user must be able to turn this option on or off.
The system should be able to play an audible date/time stamp at the beginning of a group of recordings
QA/QI reports shall have the ability to compare dispatchers to each other and the agency standard.
The client should have right mouse-click functions.
The client software must support remote distribution options such as "save as" to save selected call(s) to local client workstation, to a shared directory on recording system servers, to network drives or as email attachments, directly from the application environment.
The system shall provide the capability to save any recorded call in WAV file format for playback on any multimedia Windows PC without the need of proprietary software; these files may also be transmitted as email attachments
The recording system should be able to automatically associate search criteria (such as ALI) within the suggested filename structure when saving calls for external use.
The system must provide built-in, predefined and customizable reports, including summaries per channel and per user
Instant recall/playback shall be available from the call-taker/dispatcher Computer-Aided Dispatch computers, to replay a user-configurable number of most recent recordings for that position.
The system shall provide true instant recall capability for LAN-based users, such that an authorized user can access and playback any part of the call from the beginning of the call to real-time while the call is still being recorded.
System shall contain a reporting application for the purpose of providing reports on system statistics.
System reporting application shall allow the user to gather system statistics on the call profiles, as well as other statistics from the system.
System reporting application shall allow the user to customize reports by selecting and defining ranges of criteria such as time frame and recorded channels.
System reporting application shall allow the reports to be presented in graphical formats (E.g. Bar chart, Pie chart, Line chart) as well as tabular formats.
System reporting application shall provide default report templates.
System reporting application shall allow new report templates to be added to the system.
System reporting application shall allow reports to be saved, emailed, or printed.
All system cable connections will be properly labeled and network diagram provided with corresponding labels.
The system shall be fully certified by Airbus.
Screen recordings shall be kept on the system for 30 days (default), or another retention period that is configurable by the system administrator.
The system shall support searches for SMS text messages by meta-data and by text content within each message.
The system search and replay application shall support display of SMS Text Messages synchronized alongside other multi-media resources such that the user gains an understanding of the relative times that SMS Text Messages and other multi-media resources were recorded.
The same, unified user interface shall provide both playback of voice conversations and a view of text-based communications – in the same sequence and with any overlaps as they occurred.
The system supplier shall provide an exact or an estimated number of implementations of public safety and security solutions in North America or worldwide.

Any services or supplies that are not included in the proposal, but are required for completion of the proposed solution must be clearly specified in the proposal. It is anticipated that hardware and third party software will be provided by the Bidder and covered by the price proposal. If either hardware or third party software is not included in the price proposal, Bidder shall specify requirements for such hardware or software.

5 OPTIONAL COMPONENTS AND FEATURES

In addition to the core requirements listed in section 4, ESSENTIAL COMPONENTS AND FEATURES, Marshall County 911 also seeks proposals for optional features. Optional modules and features of interest include: ability to import and store additional data types such as emails, pictures, documents, etc.; integration with other computer-based systems at Marshall County 9-1-1 such as CAD, phone software, etc; and screen capture. Marshall County 9-1-1 desires 100% reliability from the logging system, so Bidder should include information about options for implementing a fully redundant system or other means of increasing reliability.

The optional features may not be purchased as part of the initial contract and any additional costs related to the optional features shall be separately quoted and clearly indicated as optional. If any optional features are available at no additional charge, they may be listed in the primary pricing proposal.

DESCRIPTION
The system should have the ability to screen capture within the CAD LAN
The system should integrate with the Computer-Aided Dispatch system to obtain CAD logon ID, incident number, incident location, primary unit
The system should be able to map 9-1-1 ALI information
The system should integrate with the 9-1-1 telephone system to carry over dispatcher ID, location information, console number, text to 9-1-1 data, TDD data
The system should have the ability to create a media library for training purposes
The system should integrate with Zetron Max console to capture information about the selected channel
The system should allow users to attach and/or associate external data files (such as Word documents, pictures, external audio recordings, video, etc.) to system recordings and/or groups of recordings/playlists.
The system may have a disaster recovery solution
The system shall integrate with an EMD provider, such as, but not limited to, Priority Dispatch Aqua.
The system shall support upload of incident related information into a named folder that contains all items related to the same incident. The information should include: recordings captured by the system system (audio, video, screen, GIS and events) as well as other related files – CCTV camera video, incident reports and other documents, digital photos, mobile phone video clips, etc.

6 DELIVERABLES

- Installed and operational hardware
- Installed, configured and operational software
- Completion of acceptance test plan
- Training and Documentation

The system shall include all of the items listed in the SCOPE OF WORK and ESSENTIAL COMPONENTS AND FEATURES sections. For features and modules listed in the OPTIONAL COMPONENTS AND FEATURES sections, Bidder should supply information about availability and pricing but purchase of these features will be determined in contract negotiations and not be automatically included.

Any additional items or services that are required to complete the system, but are not provided by the Bidder must be specified in the proposal.

7 SYSTEM ACCEPTANCE CRITERIA

After installing the system hardware and software and performing appropriate diagnostic tests, the Bidder will certify that hardware and software is functioning correctly. Training shall take place once Bidder has verified the system is operating correctly. Once the Bidder certifies that the system is ready for acceptance, the Bidder will be required to demonstrate all system functions to Marshall County 911's satisfaction. The Bidder will immediately correct any problems found during this demonstration.

Acceptance testing shall demonstrate system features and functions as described in the ESSENTIAL COMPONENTS AND FEATURES section. The system must run without significant fault while demonstrating the functionality as outlined in the ESSENTIAL COMPONENTS AND FEATURES section for a period of not less than 30 consecutive days. System outages, recording failures (excluding failures due to non-system infrastructure such as leased phone lines), loss of data and/or inability to retrieve, playback and/or export recordings shall constitute a significant fault and shall restart the acceptance period.

8 SELECTION PROCESS AND AWARD

The Marshall County Fiscal Court will consider all sealed written proposals received by May 21, 2019 at 4pm. After consideration of the written proposals, the Marshall County Fiscal Court will make a selection based on the proposal evaluation criteria. Once the selection is made, the Marshall County Fiscal Court will direct Marshall County 911 Director to submit for grant funding for the purchase of the Public Safety Logging Recorder. No guarantee of commitment to purchase is made since the purchase is contingent on successful grant funding. If grant funding is secured, the selection and approval to purchase will commence when the grant contract allows.

8.1 PROPOSAL EVALUATION

The criteria upon which the evaluation of the proposals will be based include, but are not limited to, the following:

- a) Compliance to the ESSENTIAL COMPONENTS AND FEATURES requirements
- b) Total core system pricing
- c) Compliance to the OPTIONAL COMPONENTS AND FEATURES requirements
- d) Total optional system pricing
- e) Quality and depth of references
- f) Level of service and responsiveness that the Bidder commits to providing Marshall County 911
- g) Completeness of the proposal
- h) Vendor compliance with state and federal legislative mandates and standards

- i) Experience and technical expertise of firm's staff as proposed
- j) Economic feasibility and justification of all costs
- k) Bidder's willingness and ability to negotiate a contract acceptable to the Authority
- l) Quality and extent of Bidder's documentation provided

8.2 PROPOSER QUALIFICATIONS, EXPERIENCE, AND SELECTION CRITERIA

Proposals will be considered and Bidders will be evaluated based upon any one or all of the following general criteria:

- a) General experience of the Bidder.
- b) Record of the Bidder in successfully supplying and supporting a similarly sized system (analog and digital recordings to support a similarly-sized 9-1-1 center).
- c) Understanding of the proposed project as demonstrated in the supplied Proposal.
- d) Qualifications and years of experience in the industry.
- e) Financial stability and resources of the Bidder.
- f) Compliance and responsiveness to the conditions and needs expressed in the RFP.
- g) Sample timelines based on prior project experience.
- h) Because the system will be installed in an area where sensitive information is stored and processed, personnel performing work on-site will be required to submit to a criminal history check prior to beginning work. Outstanding arrest warrants and/or felony convictions will prevent personnel from working at this facility.

9 GENERAL INSTRUCTIONS

9.1 PROCUREMENT SCHEDULE

Site Visits*	May 14-17, 2019
Proposals are Due	May 21, 2019 by 4PM Central Time
Proposals opened by Marshall County Fiscal Court	May 21, 2019 at (or after) 4PM Central Time
Selected Bidder Notified	May 22, 2019
Grant Funding Application Submitted	June 7, 2019
Grant Selection Notifications	July 9, 2019
Grant Contract Initiated if Grant is Funded Bidder	Aug 15, 2019
Contract Initiated if Grant is Funded	Aug 16, 2019

The schedule for installation shall be established in contract negotiations.

**Site visits may be arranged with Chris Freeman, 911 Director. Contact Mr. Freeman at (859) 661-3858 or chris.freeman@marshallcountky.gov to schedule a site visit.*

9.2 PROPOSALS STRUCTURE

Bidder shall provide a proposal that is complete, accurate and conforms to the requested format. Proposal must be submitted in printed copies. Printed copies must be in a binder or spiral bound and sections of the proposal must be separated using tab pages. Five (5) bound copies must be provided. Additionally, an electronic copy of the proposal must be provided in one of the acceptable formats. Acceptable electronic formats: Microsoft Word (.doc,.docx), Microsoft Excel (.xls, .xlsx) and Portable Document Format (.pdf).

- Letter of Transmittal - Must be signed by a person who is authorized to commit the Bidder to the services and deliverables as specified in the Proposal.
- Solutions Summary - Provides a narrative description of the proposed solution and its capabilities as they relate to the requirements of this RFP. Standard marketing literature, product brochures and other pre-existing documents may be included in this section but cannot form the entire response to this section of the Proposal.
- Requirements Compliance - Indicate compliance to the ESSENTIAL COMPONENTS AND FEATURES as well as to the OPTIONAL COMPONENTS AND FEATURES by responding to each line item in this section, using the document "APPENDIX A REQUIREMENTS" provided with this RFP. Complete both worksheets.
- Core System Pricing - Provide pricing for software, hardware and services for the proposed solution that best meets the RFP requirements as described in the section ESSENTIAL COMPONENTS AND FEATURES. Pricing shall be supplied in a spreadsheet document with separate, clearly labeled worksheets. Label this worksheet, "Core System." Where pricing is based on per item costs, the pricing proposal should specify the cost of a single item and the total cost of the quantity proposed.
- Optional System Pricing - Provide pricing for software, hardware and services required to supply the optional features as described in the section OPTIONAL COMPONENTS AND FEATURES. Label this worksheet "Optional System." Where pricing is based on per item costs, the pricing proposal should specify the cost of a single item and the total cost of the quantity proposed.
- Additional Required Hardware and Software - Provide detailed descriptions of any required hardware, infrastructure, or software required to support the proposed solution. Label this worksheet "Third Party" and supply cost is known.
- Customer Support and Maintenance Agreement - Provide information about system maintenance and support services including hours of operation, process and method of requesting service, service-level agreements including on-site response times, and any exclusions. This section should include information about the cost of maintenance as well as software assurance, if priced separately from maintenance. Supplying a sample maintenance agreement is an acceptable response to this section.
- Proposer Qualifications - Describe Bidder's background, expertise, certifications and experience that qualify Bidder to supply the solution and perform the work requested in this RFP.
- Project Team and Schedule - Bidder shall supply names of proposed project team members. Bidder shall supply a draft implementation schedule (assuming a contract signing date of Aug 16, 2019).
- References - Provide at least three public-safety customer contacts (name, agency, email and phone number), preferably in California, who are current users of the proposed solution.

9.3 PROPOSAL SUBMITTAL AND DEADLINE

Complete proposals shall be delivered by 4:00 p.m. Central Time on May 21, 2019 by mail, courier, or in-person to:

Marshall County Fiscal Court
Judge-Executive Kevin Neal
1101 Main Street
Benton, KY 42025

9.4 EXAMINATION OF DOCUMENTS

Bidders shall examine carefully all documents and data provided. No pleas of ignorance of the requirements or of the documents will be accepted as a basis for any claim whatsoever for extra compensation.

9.5 COST OF PREPARATION OF PROPOSAL

The Authority shall not pay costs incurred in the proposal preparation, printing, demonstration, or negotiating process. All costs shall be borne by the proposer.

9.6 CONTACT WITH AUTHORITY OR AGENCY EMPLOYEES

In order to ensure fair and objective evaluation, all questions related to this RFP should be directed to Chris Freeman, chris.freeman@marshallcountky.gov. Questions must be received by May 17, 2019 to guarantee a response by May 20, 2019. Questions and responses will be made available to all interested parties. Contact with Marshall County 911 or Marshal County Fiscal Court, its employees, or its consultants is expressly forbidden without prior written consent.

10 GENERAL TERMS AND CONDITIONS

10.1 ORDER OF PRECEDENCE

Incorporated by reference into the contract which is to be entered into by Marshall County 911 and the successful Bidder pursuant to this RFP shall be: (1) all of the information presented in or with this RFP and the Bidder's response thereto; and (2) all written communications between Marshall County 911, its agents, and the successful Bidder after the date of the RFP. These documents shall include but not be limited to the following, in order of precedence:

- A. Contract, including negotiated technical points
- B. Written Clarifications (Formal Requests for Clarification and responses)
- C. Compliance Statements (Point-by-Point Response to RFP)
- D. RFP Addenda
- E. RFP
- F. Proposal amendment
- G. Proposal
- H. Vendor terms and conditions included in Proposal

10.2 CONTRACTUAL CLAIMS

Contractual claims, whether for money or other relief, shall be submitted in writing to Judge Executive Kevin Neal, 1101 Main Street, Benton, KY 42025, no later than 60 calendar days after final payment; however, written notice of the Bidder's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based.

For good cause and as consideration for executing this contract, the Bidder acting herein by and through the person signing this Proposal on behalf of the Bidder as duly authorized agent, hereby conveys, sells, assigns, and transfers to Marshall County 911 all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the

state of Kentucky, relating to the particular goods or services purchased or acquired by the Marshall County Fiscal Court.

10.3 SALES TAX

The purchaser, Marshall County Fiscal Court, is exempt from state sales and use taxes. The Proposal shall NOT include taxes and fees applicable.

10.4 INDEMNITY

The Bidder and its agents shall indemnify and save harmless Marshall County Fiscal Court and Marshall County 911, its officials and employees from all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recoverable against Marshall County Fiscal Court or Marshall County 911 or by reason of any act or omission of the Bidder, its agent, or its employees, in the execution of the work or in consequence of any negligence or carelessness in guarding the same, including all liability for, or growing out of any infringement of letter patent or copyright of the United States, in respect to the normal use of the proposed and installed system. The representative for Marshall County Fiscal Court will promptly give the Bidder notice of any such claim.

The successful Bidder shall assume all risk and bear any loss or injury to the property or persons occasioned by neglect or accident during the progress of work until the same shall be completed and accepted. The Bidder shall also assume all blame or loss by reason of neglect or violation by its agents or its employees of any state or federal law, city or county code, or municipal rule regulation, or order. The Bidder shall give to the proper authorities all required notices relating to the work, and shall be responsible for ensuring all official construction permits and licenses are obtained prior to beginning of work. The representative for Marshall County Fiscal Court will sign permit requests as required and as submitted by the Bidder. The Bidder shall make good any injury that may have occurred to any adjoining building, structure, or utility in consequence of this work.

10.5 LIABILITY INSURANCE

The successful Bidder shall carry public liability insurance in the amounts specified below, and shall deliver a Certificate of Insurance to Marshall County Fiscal Court with 30 calendar day cancellation notice provision from carriers acceptable to Marshall County Fiscal Court and licensed to do business in the County of Marshall and the State of Kentucky. The certificate shall be delivered in conjunction with delivery of the executed contract to Marshall County Fiscal Court.

A. Worker’s Compensation and Employer’s Liability

- Coverage A - Statutory Requirements
- Coverage B - \$100,000 per Occurrence
- Coverage C - \$100,000 Accident and/or Disease
- All States Endorsement

B. Automobile Liability, Including Owner, Non-Owner and Hired Car Coverage

Limits of Liability

Bodily Injury:	\$250,000 each person	\$250,000 each occurrence
Property Damage:	\$250,000 each occurrence	

OR

Single Limit \$500,000 each occurrence

Bodily Injury
Property Damage

C. Comprehensive General Liability

Limits of Liability

Bodily Injury	\$500,000 each occurrence	\$500,000 annual aggregate
Property Damage	\$500,000 each occurrence	\$500,000 annual aggregate

OR

Single Limit \$1,000,000 each occurrence
Including:

1. Completed Operations/Products
2. Contractual Liability
3. Personal Injury
4. Broad Form Property Damage

10.6 NO ASSIGNMENT

Assignment by the successful Bidder to any third party of any contract based on this RFP or any monies due shall be absolutely prohibited and will not be recognized by Marshall County Fiscal Court unless approved by the representative of Marshall County Fiscal Court in writing. Approval will not be unreasonably withheld.

10.7 NEWS RELEASE

The Bidder shall at no time make any news or advertising releases pertaining to this RFP for any purpose without the prior written approval of the Judge Executive of Marshall County.

10.8 VENDOR COMMITMENT

The Bidder shall maintain and upgrade the operational software and hardware at its most recent revision level for the term of the contract with Marshall County 911 pursuant to this RFP. There shall be no requirement on Marshall County 911's part to incorporate any new features.

Any change shall have minimal impact on system operations, or the cost shall be assumed by the Bidder.

10.9 NON-DISCRIMINATION IN EMPLOYMENT

By signing this Proposal, the Bidder certifies that it does not and will not during the performance of this contract knowingly employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

During the performance of this contract, the Bidder shall be governed by all applicable state and federal regulations, and agrees as follows:

- A. The Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- B. The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, will state that such subcontractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Bidder will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- E. The Authority also encourages the good faith effort by Bidders, suppliers and vendors to sub-contract and procure from small minority, disabled-owned and women Bidders, suppliers and vendors.

10.10 FORCE MAJEURE

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but the failure or delay must be beyond reasonable control and without fault or negligence. If the Bidder's failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the reasonable control of both the Bidder and subcontractor, and without the fault or negligence of either of them, the Bidder shall not be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Bidder to meet the required delivery schedule. Dates or time of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

10.11 BIDDER REGISTRATION

The Bidder and all firms performing work on behalf of the Bidder shall have all necessary federal, state and local licenses, and remain licensed through the completion of the work.

10.12 BIDDER RESPONSIBILITIES

The Bidder shall be considered the Prime Bidder and shall assume total responsibility for delivery, installation, acceptance, and warranty of all hardware, software, and engineering and support services offered in the Proposal, whether or not the Bidder is the manufacturer, producer, author or supplier of them.

The Bidder shall be the sole point of contact with regard to all contractual matters, including the performance, service, and payment of any and all charges resulting from the lease and installation of the entire system configuration, and all other services performed. Failure to meet these obligations shall result in the cancellation of any contracts.

10.13 PROJECT MANAGER

A single person shall be designated by the Bidder as Project Manager to be the primary source of contact between Marshall County Fiscal Court/Marshall County 911 and the Bidder. The Project Manager, as a member of the Project Team, shall bear full responsibility for supervising and coordinating the installation of the proposed system.

Within 15 working days after execution of the contract, the Bidder shall advise Marshall County Fiscal Court of the name, address and office and cell telephone numbers of the Bidder's designated Project Manager.

Any changes in the Bidder's designated Project Manager shall be made only with prior written approval by Marshall County Fiscal Court.

10.14 SYSTEM RESPONSIBILITY

The Bidder shall be responsible for verifying the completeness and suitability of all work or equipment proposed for this system. The Bidder shall provide any additional equipment or labor required in order to meet these specifications, without claim for additional payment, it being understood that a complete operating system is required.

The Bidder shall be responsible for designing, furnishing, and installing all required interfaces with existing systems and equipment, as well as such interfaces that might be specified in the system specification, unless such interfaces are specifically excluded or ascribed to others in this specification. The Bidder shall be obligated to provide a system that meets all guarantees in the Proposal for the price contained therein.

10.15 PERMITS, PERMISSIONS, AND SERVICES

The Bidder or its agent shall be responsible for obtaining any local, state, or federal permits, licenses and approvals necessary to implement this project.

All fees and costs associated with facility permits, permissions, and services shall be the responsibility of the Bidder without cost to Marshall County Fiscal Court unless specifically noted elsewhere.

10.16 QUALIFICATION OF PERSONNEL

Personnel shall have the appropriate training, experience, and certifications to complete assigned tasks. The Bidder shall be responsible for oversight of all personnel including subcontractors.

10.17 COORDINATION WITH MARSHALL COUNTY 911 OPERATIONS

The Bidder shall coordinate all work with Marshall County 911's operating and scheduling requirements. This may require the Bidder to perform specific elements of the work (such as cutovers, installation of non-fixed equipment, etc.) during periods outside Marshall County 911's peak working hours.

10.18 PROPERTY DAMAGE

The Bidder shall be responsible for any loss or damage to property caused by Bidder's operations or personnel. Damages will be settled with the owner of the property by the Bidder in the company of an agent of Marshall County Fiscal Court. The Bidder shall submit a signed damage release for all sites concerned within 20 days after cutover.

10.19 SYSTEM USE BEFORE ACCEPTANCE

Marshall County 911 is planning to accept the new system in total. Acceptance shall be on a system basis only. There shall be no "conditional acceptance" of any portion of the system.

It may become necessary however, because of unplanned events, for Marshall County 911 to use a part or all of the system or a subsystem. Such use shall not constitute acceptance unless it continues for 60 consecutive days. The Bidder will be entitled to seek relief from any damages for delays which result from such unplanned use of the system or subsystems.

10.20 ACCEPTANCE DEFAULT

Should specific devices or subsystems fail to meet specifications during the acceptance tests, Marshall County 911 may, at its option, elect one of the following procedures:

- A. The Bidder shall repair the equipment and retest that device or subsystem later in the test sequence.
- B. The Bidder shall retest the device or subsystem at a later date and submit the results to Marshall County 911 for approval.

In the event that devices, subsystems, or systems fail to meet specifications upon retest, or in the event that multiple devices or subsystems fail during any individual test sequence, Marshall County 911 may, at its agent's option, terminate the test sequence for rescheduling at a later date.

In the event that the Bidder has provided notice that work is complete and the system or subsystem is available for inspection or acceptance testing, and then at the appointed hour and place for inspection or testing, it is determined that the system or subsystem is not complete or ready for testing, and the Bidder has not provided five days notice of change in schedule, then the system or subsystem will be considered to be in "Acceptance Default".

In the event of termination and rescheduling of any test for failure to meet specifications, or of re-inspection or re-testing of a system that has been placed in "Acceptance Default", any additional costs due to the rescheduling shall be borne by the Bidder.

10.21 CHANGE ORDERS

A separate change request must be completed for each requested change. Change orders shall not become binding until agreed to by the Project Team and signed by the Marshall County Judge Executive and the Bidder. The change order will then be incorporated as an official change to the project.

10.22 PAYMENT SCHEDULE

Partial payments will be made to the successful Bidder based on milestones established during contract negotiations. In no instance shall a final payment be made until the 30 day system acceptance period is complete.

Any payment terms requiring payment in less than 30 calendar days will be regarded as requiring payment 30 calendar days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 calendar days.