



PUBLIC NOTICE

RE: Request for Proposals for Computer Aided Dispatch (CAD), Records Management System (RMS), Fire Services (CAD), Jail Management System (JMS), and Mobile Filed Reporting System for the City of Jackson, Mississippi

The City of Jackson is seeking sealed proposals from qualified vendors to furnish, configure, implement, service, and maintain a cloud-based, i.e., SaaS, computer-aided dispatch (CAD) system, a Records Management System (RMS), Fire Services (CAD), and Jail Management System (JMS) and mobile field reporting system for use by Jackson Police and Fire Department.

To be considered, the Vendor shall provide:

1. One (1) electronic and four (4) bound hard copies of the complete original (non-redacted) version of the proposal, including all attachments in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) labeled accordingly and including the required EBO Plan, as well as one unbound signed original EBO Plan. **All Vendor/Service Provider identifying information shall be removed from both the electronic and bound hard copies.**
2. If the proposal contains confidential or trade information, one (1) additional confidential or trade electronic copy of the complete proposal, including all attachments, shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF), shall be labeled CONFIDENTIAL, and shall redact the confidential or trade information only.
3. Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction shall not be subject to public disclosure. However, the Vendor must invoke the protection of this section before or upon submission of the data or other materials and must identify the data on other materials to be protected and state why protection is necessary. DO NOT mark every page as confidential. **Each trade secret or proprietary information page must be labeled "Confidential" in the top right corner. Please include it in "Tab 10" of your proposal.**

Packets should be sealed and marked "**Public Safety Software – RFP # 20857-090523** ." If you are mailing a proposal, you should allow delivery time to ensure timely receipt of your proposal. Electronic proposals **MUST** be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814 or 833-412-5717. All physical hard copies shall be submitted to the attention of the following:

If by hand delivery: City of Jackson
Office of the Municipal Clerk



219 South President Street
Jackson, Mississippi 39201

If by mail:

City of Jackson
Office of the Municipal Clerk
Post Office Box 17
Jackson, MS 39205-0017

Late proposals will not be considered unless receipt would have been timely but for the action or inaction of City personnel directly servicing this RFP. **No proposal will be received or accepted after September 5, 2023. Late proposals will be deemed invalid and returned unopened to the Vendor.**

The City of Jackson reserves the right to reject any and/or all proposals and to waive any informalities or irregularities therein. The City of Jackson encourages all businesses, including minority, women-owned businesses, to respond to all Requests for Proposals.

Detailed information pertaining to the submission of a response to this request for proposal shall be submitted in writing through email with the subject line, Public Safety Software RFP Questions "no later than August 22, 2023, at 1:00 PM EST. Questions may be emailed to Captain Michael Outland at moutland@city.jackson.ms.us AND Assistant Fire Chief Patrick Armon at parmon@city.jackson.ms.us. **Responses to all questions received will be delivered in the form of an Addendum to this RFP which will be provided through Central Bidding and any email addresses provided by the Vendor.**

Any changes or modifications to this Request for Proposal will be transmitted in writing through an addendum. The potential Vendor will be responsible for ensuring that all addenda are received.

The City of Jackson is committed to non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunities for all persons doing business with the City.

Attached is a Request for Proposal (RFP) identifying the project requirements.

Thank you for your willingness to do business with the city of Jackson.



**Request for Proposals (RFP) for
the City of Jackson, Mississippi
for
a Computer Aided Dispatch (CAD), Records
Management System (RMS), Fire Services (CAD), a
Mobile Field Reporting System, and a
Jail Management System (JMS)**

RFP # 20857-090523

Issued: August 17, 2023

Proposal Deadline: September 5, 2023 @3:30p.m.

Table of Contents

Public Notice.....	1
1. Purpose.....	6
2. Background.....	6
2.1 Demographics and Statistics	6
2.2 Jackson Police Department	7
2.3 Jackson Fire Department.....	7
2.4 Summary	8
2.5 Disclaimer	8
Te proposal, negotiation, and contract implementation periods through its own due diligence.....	8
3. Contacts	8
3.1 Customer Project Managers.....	8
4. System Requirements	9
4.1 Jackson Police Department	9
See attached Spreadsheet for Jackson Police Department's module functional specifications.	12
4.2 Jackson Fire Department.....	12
See attached Spreadsheet for module functional specifications.....	18
5. Addenda.....	16
6. Proposal Instructions	16
6.1 Proposal Contents.....	16
Tab 1: Introduction: Company Information.....	17
Tab 2: Experience and Operations Summary.....	17
Tab 3: Proposed Staff:.....	17
Tab 4: Forms	17
Tab 5: Cost Proposal	18
Tab 6: System Requirements.....	18
Tab 7: Completed Functional Specification Checklist (separate document provided).....	18
Tab 8: Transition Plan/Project Schedule.....	18

Tab 9: Warranty, Maintenance and Support.....	19
Tab 10: Redacted Proposal	19
7. Proprietary Information.....	21
8. Reservation of City Rights.....	21
9. Insurance Conditions	22
10. Terms and Conditions.....	22
10. References.....	26
11. Best Value.....	26
12. Vendor Responsibility.....	26
13. Subcontractor.....	27
14. Length and Award of Contract.....	27
15. Award Evaluation	27
16. Evaluation Criteria	27
17. Proposal Terms and Conditions.....	28
18. Rejection of Proposals.....	29
19. Submission Requirements	29
ATTACHMENT A	31
Cover Letter	31
ATTACHMENT B	33
ATTACHMENT C	35
REFERENCES.....	35
REFERENCES - Continued.....	36
ATTACHMENT D	38
EXCEPTIONS TO THE PROPOSAL.....	38
ATTACHMENT E.....	40
ATTACHMENT F.....	42
ATTACHMENT G	42



1. **Purpose**

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of a fully integrated Public Safety Software System including the following suites:

- Computer-Aided Dispatch (CAD)
- Records Management (RMS)
- Jail Management (JMS)
- Mobile Field Reporting System
- Fire Services (CAD)

This system will be used by the following agencies within the City of Jackson, Mississippi:

- Jackson Police Department
- Jackson Fire Department

The City of Jackson, Mississippi (the "City") desires to acquire a public safety software system to replace the current CAD, mobile, records management, and jail management systems. The architecture of the proposed system should be such that it leverages industry standards for operating systems, high availability, security, and system management. The key to this procurement is obtaining one fully integrated system from a single vendor.

2. **Background**

2.1 Demographics and Statistics

The following table provides specific information about the agencies and communities served:

Description	Details
Population served	149,995
Number of sworn officers	304
Average annual calls for service)	587,000
Total number of concurrent users	304
Maximum number of concurrent users for CAD	40
The average number of concurrent users	40
Number of full dispatch stations	27



Number of dispatch stations	27
Total number of dispatchers budgeted for	48
Total number of dispatchers per shift	15
Number of police agencies dispatched	1
Number of fire agencies dispatched	1
Number of EMS agencies dispatched	0
Number of OTHER agencies	0

Name of Agencies**	CAD	RMS	FBR	Mobile CAD	JMS
Jackson Police Department	48	304		304	35
Jackson Fire Department	N/A	6		50	

These figures are an estimate and may need to be adjusted.

2.2 Jackson Police Department

The Jackson Police Department provides service for the City of Jackson, population of 149,995. The department is comprised of 304 sworn law enforcement officers and 171 civilian administrative employees. The department uses Kologik and eCrash, and eforms, for its reporting systems. The Jackson Police Department is a decentralized Department the has 5 Bureaus. The Office of The Chief of Police, Patrol Services, Investigative Services, Administrative Services, and Support Services Bureaus. Within the Patrol Services Bureau are Precincts 1-4.

2.3 Jackson Fire Department

The Jackson Fire Department services the City of Jackson. JFD has about 290 personnel. JFD has 21 fire stations. The department utilizes Image Trend Elite (MS Fire Elite) to interface with the National Fire Incident Response System among other systems.



2.4 Summary

The JPD is currently using a CAD/RMS/JMS/FMS web-hosted platform as a Software-as-a-Service (SaaS) purchased in 2022. However, prior to this purchase the JPD CAD/RMS/JMS system was found to be lacking in numerous areas. Our current contract is only for one year and while we have addressed some issues, the City must ensure that the many issues that plague our system are addressed. The issues that plagued the system were a lack of multi-user CAD capabilities, support limitations, security holes, duplication of entry throughout the system, spontaneous disappearance of entered data, inadequacies resulting in the need to purchase additional equipment and software to allow for functionality, unnecessary workload demands, lack of available modules, problematic integration with modules provided outside Vendors.

Additionally, we have identified secondary problems and deficiencies in the following areas: uniform crime reports (UCR), general report and search functions, crime analysis, mapping (automatic vehicle location (AVL), crime analysis, event interface), limited mobile features, efficiency (short collision form, researching persons and vehicles, property management), addressing (adding, searching), responsible information input, fire move-ups, state and federal crime database (NLETS/NCIC) integration and functionality. The JPD is currently using Kologik for dispatch of units to locations, case #'s, and times.

2.5 Disclaimer

The City and its advisors have, to the best of their knowledge, represented information and data that are current and applicable to this RFP. The City is providing the information contained herein as a courtesy to the Vendor. The City and its advisors neither guarantee nor warrant that the information contained in this RFP or referenced documents is accurate and complete. The City and its advisors are not and will not be liable for omissions or errors contained in this RFP. It is the Vendor's responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods through its own due diligence.

3. Contacts

3.1 Customer Project Managers

JPD designated Captain Michael X. Outland, Sr. as project managers and primary contacts for questions related to the procurement and installation of the public safety software and hardware. He may be contacted at:

327 East Pascagoula Street
Jackson, MS 39205
601-960-1682
moutland@city.jackson.ms.us



JFD designated Assistant Fire Chief Patrick Armon as project managers and primary contacts for questions related to the procurement and installation of the public safety software and hardware. He may be contacted at:

555 South West Street
Jackson, MS 39201
601-960-2148
parmon@city.jackson.ms.us

No other agency personnel within the City of Jackson will be contacted without one of the project managers present. Doing so may disqualify the Vendor from further participation in the bid process.

Should a Vendor find any discrepancies in or omissions from the documents, or should the Vendor be in doubt about their meaning, the Vendor should notify the City. All discrepancies, clarifications, or questions about this Request for Proposal (RFP) shall be submitted in writing through email with the subject line, Public Safety Software RFP Questions "no later than **August 22, 2023, at 1:00 PM CST**. Questions may be emailed to the contacts above. **Responses to all questions received will be delivered as an Addendum to this RFP, which will be provided through Central Bidding and any email addresses provided by interested providers.**

At no time shall any Vendor or its personnel contact or attempt to contact any City of Jackson governing authority or staff member regarding this solicitation except the contact specified above. Should it be determined that any Vendor has attempted to communicate or has communicated with the any City of Jackson governing authority or staff member regarding this solicitation, the City of Jackson, at its discretion, may disqualify the Vendor from submitting a proposal in response to this RFP or being awarded a contract as a result of this RFP.

4. **System Requirements**

The primary objective is to purchase fully integrated Public Safety Software systems that are cloud-based with CAD, RMS, JMS, and Fire Services to enhance the daily operations to perform at the highest efficiency level for the safety and security of the residents within the City of Jackson.

4.1 Jackson Police Department

The proposed solution should meet the following objectives:

- Replace or enhance the current CAD and RMS system with the latest available technology platform that meets or exceeds the needs of the Jackson Police Department.



- Obtain a system that will allow for the use of technology to provide robust crime analysis, identifying historical, current, and predictive crime trends and patterns that will assist the department in deploying staff and assets to aid in proactive policing services to the community.
- Obtain a system that will assist with accurate NIBRS reporting to the Mississippi Department of Public Safety, who then provides the collected data to the FBI.
- Obtain a system that will assist in meeting NextGen 911 requirements and functionality.
- Provide CAD/RMS/JMS with multi-jurisdictional capability that will allow integration with other entities within Hinds County.
- Obtain a technology platform that will allow the agency's staff and IT staff to configure the system going forward to meet the needs and changing workflow as needed.
- Implement a Jail Management System to assist the Jackson Police Department/Detention Center with the necessary data better to carry out their daily responsibilities and project future needs.

The proposed solution shall meet the following agency goals:

- Deliver a fully integrated cloud-based CAD, RMS, JMS and Fire Services on time and within budget.
- Implement new systems without disruption to users and operations.
- Manage and verify data conversion.
- Achieve sufficient knowledge transfer through training to ensure staff is capable and confident in using the new systems.
- Establish a long-term maintenance and support contract.
- Reduce paper-based documentation and tracking.
- Automate data input processes.
- Provide access to near and/or real-time data.

Specific module specifications have been provided. However, the proposed systems and Vendor's proposal shall:

- Service as a system software CAD/RMS/JMS that meets the requirements of the RFP.
- Perform all installation, all data migration, including historical data and



implementation services required for the department to use the CAD/RMS/JMS system.

- Provide for implementation services and ongoing training for all features of the CAD/RMS/JMS/JMS system.
- Provide CAD/RMS/JMS with multi-jurisdictional capability that will allow integration with other entities within Hinds County. Provide permission-based access control for data sharing between different entities within the County.
- Provide training, maintenance, warranty services, and other support for the CAD/RMS/JMS/JMS system.
- Allow for the installation of updates to the CAD/RMS/JMS system as updates become available, and when third-party software becomes outdated and when changes are requested and when applicable law or regulation of any local, state or federal authority requires changes **without additional fees involved.**
- Provide ongoing technical support for system updates.
- Assist with technical migration involved in moving operations to the CAD/RMS/JMS system.
- All modules must be integrated to increase information sharing and reduce duplication of effort. All code tables must be able to be updated by agency personnel with no requirement for a programmer or vendor intervention to maintain code tables. All fields need to be searchable **to include nested tables.** The agency requires the ability to add/delete/modify fields as necessary without programmer or vendor intervention. All modules and access must be permissions driven for access and ability for permissions to be given/changed by designated agency personnel. No module should require root/administrative permissions to the systems running the software.
- Data Conversion for entire database CAD, JMS and RMS including but not limited to master indices, incident/call data, and criminal data while maintaining continued and uninterrupted access to all electronic data during any conversion.
- All services, applications, and data must be available to first responders through desktops, laptops (mobile units), tablets and smartphones with proper security, permission-based access control and encryption as necessary.



- Provide flexibility to meet external and internal management, regulatory, reporting requirements and provide a means to execute ad hoc queries and reports.
 - Include a "state of the art" records and crime analysis system that can seamlessly exchange data with the Existing Systems.
 - Be a fully redundant system with failover capability to provide minimal system downtime.
 - Be adaptable while maintaining stability and effectiveness given the continuous growth and development of the Jackson Police Department.
 - Be compatible with and capable of interfacing with all existing and proposed systems, including but not limited to: Leads Online, RapidSOS, Ecrash, Eforms, Intrado Phone System, and Fusus.
 - Allow for modularity expansion to Next Generation 911, National Incident-Based Reporting System, or any other unique growth requirements for future implementation.
 - Not require any custom programming or the purchase of new hardware (other than the new CAD/RMS/JMS Software itself) in order to meet the agency's operational needs.
-
- Provide ongoing user and technical support for the CAD/RMS/JMS System in a variety of areas which includes, but is not limited to, troubleshooting for users, remote assisting with issues, not just sending documents on how to resolve issues, assisting with workflow design, and software update utilities.
 - Provide a train-the-trainer training program; an end-user training program; online documentation training resources including, but not limited to, all training material, all user documentation, and manuals; and training for all system upgrades or future enhancements to the CAD/RMS/JMS System as they become available and are installed.

See attached Spreadsheet for Jackson Police Department's module functional specifications.

4.2 Jackson Fire Department



- The system will maintain assignment rules. These assignment rules determine the number and type of units to respond to an incident.
- Units must be created and assigned.
- The system must support dynamic unit assignment based on actual coordinates, and routes, type of apparatus, type call and time of day.
- The system must primarily select units based on minimum travel time to the incident using actual routes if AVL is employed with secondary selection being based on grid system. In the case of grid system, ultimately travel time from the station.
- The system must have the ability to select a block or range of blocks for closure, integrated to GIS, and be able to pull up tabular data within the defined area.
- The run card must include:
 - A. Location of the incident and type of incident
 - B. Incident type code as entered by the call-taker or dispatcher
 - C. Call incident case number
 - D. Assignment radio fire ground
 - E. Time of day
 - F. Premise address
 - G. x, y coordinates
- If the system cannot complete an assignment because of current unit status, the run card display must highlight the equipment not found or return a message to the dispatcher.
- Run cards must consist of four components:
 - A. The equipment complements to recommend.
 - B. The station sequence that indicates, in order of preference, the stations to be checked for the availability of units of the type specified in the equipment complement.
 - C. The display of free form comments with the run card.



- The system will monitor the status of each unit including time of dispatch, time of enroute, time of in area, time of arrive scene, time of Inservice, time of Available on air, time of in quarters it shall collect times with time stamp or status change down to the second without the input of dispatch or officer on the fire apparatus.
- As fire resources are depleted or fall below accepted minimum levels as set by the City at any fire station, the system must recommend to the dispatcher the unit or units to move up (i.e., move to a station that is not its assigned duty station), using fire zones and box response.
- The dispatcher must be able to accept the system recommendation by simply clicking a selection. Or with the use of GPS CADS can mark units Enroute, arrive scene, or in service once the fire apparatus starts moving without input from dispatch or officer on the fire apparatus.
- While the CAD system may make recommendations. Ultimately the dispatcher in conjunction with fire command must be able to reject the system recommendation or assign units based on experience and knowledge.
- Upon rejection, the system may generate a secondary unit move-up recommendation.
- The dispatcher must have the ability to override the move-up recommendation by adding or deleting units to be sent.
- Upon dispatcher-initiated move up, the unit's status must immediately change to a definable status.
- While the unit is at the temporary station, the system must recommend it as part of that station's equipment and its status must become a definable status.
- To capture the necessary data, the system must alert dispatch of concurrent calls identifying duplicated calls from different perspectives. The system must track:
 - A. Number of officers assigned to a call.
 - B. Specific apparatus assigned to a fire.
 - C. Equipment and supplies used at an incident location
- Resource Usage reports must have the capability to be generated on-screen and printed in hard copy format.
- The system must produce reports by specific Event Number this can be sent to a 3rd party fire RMS system (Image Trend Elite) of the customer choosing.



- The system must support automatic dispatch, whereby a dispatcher enters a call and without any further intervention integrated to radio system and sends the tone alerts, sends "print & tear & run" info to a remote location, sends alpha/numeric paging, activates, trigger station alerting system, and uses the information contained in the run card to automatically dispatch the recommended units.
- The system must select the appropriate message, with override capabilities, for transmission based on the run card recommendation, i.e., a short alert tone followed by "Engine 1, Engine 2, Rescue 3, Truck 1, District Chief 1 - Structure Fire, 200 Turk Street."
- The system must transmit the dispatch message to the recommended unit's currently assigned station. On a mobile device or via text message using an SMTP server. The user may then want to use a secondary "formatting" service "like active 911" that will take a CAD message and put on a firefighter smart device.
- The system must transmit the dispatch message to the dispatched units, via the mobile unit's Mobile computer, mobile tablet, or smart device located in the fire apparatus.
- Provide as an option, the capability to implement a digitized voice audio message, using a voice card that stores dispatch vocabulary and a human voice is desired.
- The system must allow remote mobiles to print and transmit any fire premise history information that is on file for the incident location, "rip and run" feature.
- The system must allow the fire station to optionally acknowledge the dispatch message via a function key on the terminal. The response back to the dispatcher indicates that the station has successfully received and understood the dispatch message.
- Each dispatched fire unit has the capability to acknowledge the dispatch message via the individual mobiles.
- The local computer must generate a pre-determined dispatch, which is stored on a local PC, and broadcast the message at the station or several stations, as well as being integrated to phone and paging systems.
- The system must activate alerting mechanisms by directing a dispatch message to the appropriate fire station(s).



- The fire station dispatch function may contain the tone generator card and must initiate alerts, to include tones, the public address system (including integration with radio), and turning lights on.
- Varying the alert tone frequencies and intervals must be under control and changeable either locally or under the control of the department.
- The optional preprogrammed voice alert must continue to repeat until acknowledged at the station level.
- The system will fully integrate with Image Trend Elite.

5. Addenda

The City specifically requests that any contact concerning this RFP should be made to Captain Michael Outland at moutland@city.jackson.ms.us and Assistant Fire Chief Patrick Armon at parmon@city.jackson.ms.us. Failure to honor this request will be negatively viewed in the selection process. Any questions related to this solicitation are to be submitted in writing through email with the subject line, "Public Safety Software RFP Question" by August 22, 2023 to receive a response.

Responses to all questions received will be delivered in the form of an Addendum to this RFP which will be provided through Central Bidding and any email addresses provided by interested providers. At no time shall any Service Provider or its personnel, contact or attempt to contact, any City of Jackson governing authority or staff member regarding this solicitation except the contact specified above. Should it be determined that any Vendor has attempted to communicate or has communicated with any City of Jackson governing authority or staff member regarding this solicitation, the City of Jackson, at its discretion, may disqualify the Vendor from submitting a proposal in response to this RFP or being awarded a contract as result of this RFP.

Any interpretation, correction or change to this RFP will be made by Addendum and issued by the City of Jackson. ***It is the responsibility of the Vendor to ensure that all Addenda has been received prior to submitting a response.***

6. Proposal Instructions

6.1 Proposal Contents

Each Vendor must thoroughly examine the Request for Proposal and contract documents to ensure that the Vendor can meet all requirements. The Vendor shall provide detailed information so as to demonstrate its understanding of the software and service requested. Proposals shall be submitted on the forms included within the RFP documents.

Proposals should be prepared simply and economically, providing a straightforward and concise description of the Vendor's ability to meet the requirements set forth in this RFP. All documents will be typewritten on standard 8.5 x 11-inch white paper. Exceptions would be schematics, exhibits, photographs or other information necessary to facilitate the City's



ability to accurately evaluate the proposal. The proposal should be organized as follows:

Tab 1: Introduction: Company Information

- Firm's name and business address, including telephone, email address, website address.
- The type of firm (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.
- Year established and include former company name(s) and year(s) established, if applicable.
- The name, title, address, and telephone number of the firm's authorized negotiator. The person identified must be empowered to make binding commitments for the firm.
- Please include the Cover Letter, Attachment A, in this section.

Tab 2: Experience and Operations Summary

- Experience: Describe experience with providing the Services outlined in RFP.
- Current Contracts: Provide a list of current contracts. Include award date and date for anticipated completion for similar services.
- Previous Contracts: List of all completed contracts held within the last five years.
- Executive Summary: Outline the proposed general management philosophy. At a minimum, include an identification of the proposed project team's experience, give the responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of the Service Provider's Proposal, which make it superior or unique in addressing the needs of the City.
- Clients: List any local government clients that have terminated or discontinued services in the last three years with a contact person, telephone number and explanation for the discontinuation.

Tab 3: Proposed Staff:

- Contact Information of Offeror. A list of key personnel that will be assigned to the project. Include resumes.
- Include roles, resumes of key personnel and project references.
- Any subcontractors, Include roles, resumes of key personnel and project references.
- HIPAA: Describe what HIPAA security policies are in place. In addition, describe any information security breaches that may have occurred within the last 10 years.

Tab 4: Forms

- References of local government clients
- Subcontractor Information
- Non-Collusion Affidavit
- Exceptions to the Proposal and Sample Service Contract
- Certification Regarding Debarment and Suspension
- E-Verify Affidavit



Tab 5: Cost Proposal

- Complete the Cost Proposal form.
- **IMPORTANT:** Separate pricing is required for each individual module. If the costs associated with implementation services, training services, any required hardware, interfaces, programming, travel and daily fees associated with travel, maintenance, support, etc. are not included within the pricing module, then submit a separate detailing all costs associated for that particular module.
- Payment Terms: If progress payments are to be made, provide proposed progress payment plan.

Tab 6: System Requirements

- Define technology requirements required to support each module. Is this cloud based?
- Describe minimum networking requirements for each module.
- If not proposing a cloud-based solution, how many servers will be required to operate the proposed system?
- If not proposing a cloud-based solution, provide server hardware specifications to include at a minimum, system information/operating system, processors/speed, memory, storage, network adapters, etc.
- Provide minimum specifications for user workstations (non-dispatch, dispatch workstations, mobile laptops)
- What are the licensing requirements?
- What are the processes for developing interfaces to other systems?
- Specify computer system requirements to support the proposed system. These requirements shall include all necessary hardware and software, including, but not limited to, physical server hardware requirements, networking connectivity requirements, virtualization environment requirements, operating system requirements, database software requirements, and storage requirements.
- The software specification shall list required or proposed software. Specifications shall include base software and any additional licensing or add-ons required.
- Propose sufficient storage capacity to support 10 years of data.

Tab 7: Completed Functional Specification Checklist (separate document provided)

- Excel spreadsheet attached .(Addendum).

Tab 8: Transition Plan/Project Schedule

- Provide all project management and implementation services necessary for a successful and timely project installation.
- Provide user and administrator training for system management. Provide a training plan. After training is complete, end-users should be able to effectively and efficiently operate the system. Although System Administrators are not expected to be experts by the end of training, they should be highly proficient and know where to find answers to questions.
- Describe if any on-site training is offered for each module or if it's all web based.



- Offeror shall submit a plan addressing the transition from the current systems to the Offeror's proposed solution without any interruption.
- Anticipated time to complete the project. Include project timeline identifying tasks outlined under the functional specifications.
- Indicate capacity to successfully manage the Project.

Tab 9: Warranty, Maintenance and Support

- It is critical that the public safety system acquired by the City works as intended for the duration of a maintenance and support agreement. The Vendor selected should have the people, processes and financial resources necessary to provide a dependable warranty, regularly scheduled software upgrades and releases (Maintenance), and a dedicated support team capable of resolving customer issues quickly.
- Please provide details on support, maintenance and warranties.
- Vendors are encouraged to propose Maintenance options for more than the first two years and with different financing options.
- Describe if there any costs associated with system updates, enhancements, and bug fixes.
- Describe the process and the Vendor's average time to resolve issues.
- Describe the Vendor's standard support services.

Tab 10: Redacted Proposal

- Proposals shall be signed by the person or persons legally authorized to bind the Vendor to a contract. Proposals that are not signed will be rejected. Failure to submit a proposal with all proposal requirements may be considered sufficient cause for rejection of the proposal. Any interlineations, alterations or erasures must be initialized by the signer of the proposal. Proposals shall remain firm for a period of ninety (90) calendar days after proposals are due.

Tab 11: Cover Letter

- The proposal must include a letter of transmittal (Attachment A) attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Vendor. The cover letter shall provide the name, address, telephone and facsimile numbers of the Service Provider along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Service Provider's understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.

6.2 Proposal Submittals

To be considered, the Vendor shall provide:

1. One (1) electronic and four (4) bound hard copy of the complete original (non-redacted) version of the proposal including all attachments in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) labeled accordingly and including the required EBO Plan, as well as one unbound signed original EBO Plan. All Vendor/Service Provider identifying information shall be removed from both the electronic and bound hard copies.



2. If the proposal contains confidential or trade information, one (1) additional confidential or trade electronic copy of the complete proposal including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF), shall be labeled CONFIDENTIAL, and shall redact the confidential or trade information only.
3. Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction shall not be subject to the public disclosure. However, the Vendor must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data on other materials to be protected and state the reasons why protection is necessary. DO NOT mark every page as confidential. **Each individual page that is a trade secret or proprietary information must be labeled "Confidential" in the top right corner.**

Packets should be sealed and clearly marked **"Public Safety Software – RFP #20857."** If you are mailing a proposal, you should allow delivery time to ensure timely receipt of your proposal. Electronic proposals **MUST** be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814 or 833-412-5717. All physical hard copies shall be submitted to the attention of:

If by hand delivery: City of Jackson
Office of the Municipal Clerk
219 South President Street
Jackson, Mississippi 39201

If by mail: City of Jackson
Office of the Municipal Clerk
Post Office Box 17
Jackson, MS 39205-0017

Late proposals will not be considered unless receipt would have been timely but for the action or inaction of City personnel directly servicing this RFP. **No proposal will be received or accepted after _____.** Late proposals will be deemed invalid and returned unopened to the Vendor.

The City of Jackson reserves the right to reject any and/or all proposals and to waive any informalities or irregularities therein. The City of Jackson encourages all businesses, including minority, women-owned businesses, to respond to all Requests for Proposals.

Detailed information pertaining to the submission of a response to this request for proposal shall be submitted in writing through email with the subject line, Public Safety Software RFP Questions "no later than August 22, 2023, at 1:00 PM EST . Questions may be emailed to Captain Michael Outland at moutland@city.jackson.ms.us AND Assistant Fire Chief Patrick Armon at parmon@city.jackson.ms.us. **Responses to all questions received**



will be delivered in the form of an Addendum to this RFP which will be provided through Central Bidding and any email addresses provided by the Vendor.

Any changes or modifications to this Request for Proposal will be transmitted in writing through an addendum. It will be the responsibility of the potential Vendor to ensure that all addenda are received.

6.3 Proposal Schedule

Event		Date
1 st Publication	Mississippi Link	
2 nd Publication	Mississippi Link	
Deadline for Requests for Information	Emailed to Captain Michael Outland at moutland@city.jackson.ms.us AND Assistant Fire Chief Patrick Armon at parmon@city.jackson.ms.us	
City's Responses to Requests for Information		
RFP Deadline		TBD
Opening of Proposals		TBD
City's Notice of Intent to Award Contract		
Contract signed by following date		TBD
Hardware/Software installation		Start after signing
Conversion/Importing of existing data		TBD
Training		TBD
Implementation completed		TBD

All dates past the contract signing date are tentative. The dates are merely projections and the PSG reserves the right to modify this schedule as needed to accommodate the completion of this RFP process.

7. Proprietary Information

Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction shall not be subject to the public disclosure. However, the Vendor must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data on other materials to be protected and state the reasons why protection is necessary. DO NOT mark every page as confidential. **Each individual page that is a trade secret or proprietary information must be labeled "Confidential" in the top right corner. Please include in "Tab 10" of your proposal.**

8. Reservation of City Rights

The award of this project is subject to the availability of funding. The City reserves the right to request clarification of information submitted and to request additional information of one (1) or more proposers. The City of Jackson reserves the right to reject any and all



proposals where the proposer takes exception to the terms and conditions of the RFP and/or fails to meet the terms and conditions and/or in any way attempts to limit the rights of the City of Jackson in any required contractual terms and provisions set forth in this RFP.

The City of Jackson reserves the right to amend the contents of this RFP by Addendum as it deems necessary. It is the Responding Service Provider's sole responsibility to monitor the City of Jackson website for amendments to this RFP to ensure that their response is pursuant to the amended RFP, if applicable.

The City reserves the right to negotiate the Contract for the project with the next most qualified proposer if the first choice does not agree to the terms of a Contract after submission of the Contract to the Vendor. The City reserves the right to negotiate all elements of work that comprise the selected proposal.

The City reserves the right, after opening the proposals, or at any other point during the selection process, to reject any or all proposals, modify or postpone the proposed project, evaluate any alternatives offered, or accept the proposal that, in the City's sole judgment, is in its best interest.

9. Insurance Conditions

During the course of performing services under the awarded contract, the Vendor shall maintain (a) Commercial General Liability ("CGL") of at least \$1,000,000; (b) Automobile liability of at least \$1,000,000; (c) Professional liability of at least \$1,000,000; (d) Workers Compensation complying

with applicable statutory requirements; and (e) Excess/Umbrella liability of at least \$5,000,000.

The City of Jackson shall be an additional insured to the selected Vendor's Commercial General Liability and Automobile Liability policies.

10. Terms and Conditions

i) City of Jackson as Additional Insured: The CGL, Auto, and excess/umbrella insurance shall include "the City of Jackson" as an additional insured for primary and non-contributory limits of liability.

ii) No Limitation of Liability: Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit liability or any insurer for any claim that is required to be covered hereunder to less than the applicable limits of liability stated in the declarations. Moreover, the City shall be an additional insured, where additional



insured status is required, for the full available limits of liability maintained by the Vendor, whether those limits are primary, excess, contingent or otherwise. The Vendor expressly understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement or statement of work between the City and the Vendor.

iii) Changes in Insurance Requirements: The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to the Vendor. Should the Vendor, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied.

iv) Evidence of Insurance: The Vendor must provide the following evidence of insurance:

- (1) A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;
- (2) An attached City of Jackson designated additional insured endorsement or blanket additional insured wording to the CGL/MGL (and if required Pollution Liability insurance policy).
- (3) A copy of all other amendatory policy endorsements or exclusions of the Vendor's insurance CGL/MGL policy that evidences the coverage required.

1. In the event that the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, the Vendor shall also cause a complete copy of the requested policy to be timely furnished to the City.

2) The Company shall assign qualified, competent, and skilled personnel, who will serve as project manager(s) to oversee this Contract. The City shall be notified



in advance of any changes with the key personnel.

3) At no time shall the Company's personnel solicit, request, or receive gratuities of any kind. Any personnel of the Company, who engages in misconduct or is negligent in the performance of their duties, shall not continue providing services to the City under this Contract. The City may request the reassignment of any personnel of the Company who violates the provisions of this Contract, or who is determined to be wantonly negligent or discourteous in the performance of their duties while working for the Company performing services under this Contract.

4) The Company shall not enter into any subcontracts, leases, or agreements pertaining to the provision of the services under the Contract without the written consent of the City. The Contract may not be assigned, in whole or in part, in any way without prior written consent of the City.

5) Approval by the Jackson City Council. It is understood that any Agreement requires approval by the governing authorities of the City of Jackson and if the Agreement is not approved by the governing authorities, this Agreement is void and no payment shall be made hereunder.

6) Availability of Funds. It is expressly understood and agreed that the obligation of the City of Jackson to proceed under an Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the governing authorities to provide funds or of the governing authorities to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.



7) Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Vendor shall comply with applicable federal, state and local City of Jackson ordinances, laws, and regulations.

8) Public Records. This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

9) Audit Rights. For all Services being provided hereunder, the City shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, the Vendor must make the materials to be audited available within one (1) week of the request for them.

10) Annual Appropriations and Funding. This Agreement may be subject to the annual appropriation of funds by the governing authorities for the City of Jackson, Mississippi. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then City shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

11) Non-Assignment and Subcontracting. The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.



12) Force majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of thirty (30) days or more. In the event of termination due to Force Majeure, the City will pay for all undisputed fees and expenses related to the software and/or services received, or the City have incurred or received, prior to the effective date of termination. Any disputed fees and expenses will be handled in accordance with 31-7-305 of the Mississippi Code Annotated, as amended.

13) Indemnification. To the extent permitted by applicable law, the company will indemnify and hold harmless the City of Jackson, Mississippi and its agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney fees and costs) for personal injury or property damage to the extent caused by the Company's negligence or willful misconduct; (b) violation of a law applicable to your performance under this Agreement; (c) any third party claim(s) that the software or documentation infringes a third party's patent, copyright, or trademark, or misappropriates its trade secrets the Company will pay the amount of any resulting adverse final judgment or settlement.

The city of Jackson reserves the right to include or revise the contractual terms and conditions as it pertains to this RFP.

10. References

A minimum of five (5) references for which this type of system was provided preferably within the State of Mississippi is required. Reference information shall be submitted on the form enclosed. Additional references may be submitted and attached to sheet.

11. Best Value

While important, the Fee Proposal will not be the sole determining factor in the selection process. It is not the intent of the City to limit innovative solutions by dollar constraints, but rather to determine which proposal has the potential of providing the best value for the services required.

12. Vendor Responsibility

The Vendor is responsible for verifying any and/all information provided and to familiarize themselves with the work required, prior to bidding. A plea of ignorance of the conditions that exist, or may hereafter exist, or difficulties that may be encountered in the execution



of the work, as a result of failure to make necessary investigations and examinations, will not be accepted as an excuse for any failure, or omission on the part of the successful documents and to complete the work for the consideration set forth herein, or as a basis for any claim whatsoever.

13. Subcontractor

The successful Offeror will be the primary Offeror and will perform the services using their own workforce. The Offeror shall not subcontract the project without the prior approval of the City. If the Offeror intends to subcontract any part of the Project, the subcontracted services and subcontractor information must be clearly identified in the submittal, including roles, resumes of key personnel and project references. The Offeror is responsible for obtaining E-Verify Affidavits from its subcontractor.

14. Length and Award of Contract

In accordance with Section 31-7-13 (c), a contract for software, hardware, and service will be awarded to the Vendor that submits the lowest and best overall proposal as determined by the City of Jackson.

The initial term of any contract awarded as a result of this solicitation will commence upon the date of execution of the contract and continue for three years, with an automatic option to renew the contract for one year. The successful Service Provider shall not rely upon the granting of any extension in entering into a Contract with the City, the extensions being solely at the City's unfettered discretion and option.

15. Award Evaluation

Proposals shall be evaluated on the basis of those requirements that are set forth in the Request for Proposals, the City's policies, procedures, and ordinances. This solicitation is being procured by competitive negotiation. Price will not control in the awarding of this procurement. It is the intent of the City to acquire the best system available within their budgetary means. Thus, while preference may be given to the lowest compliant bidder, the City reserves the right to select the bidder of their choice.

Selection shall be made of one Vendor deemed to be fully qualified and best suited among all the Vendors on the basis of the evaluation criteria, including price. Negotiations shall then be conducted with the Vendor selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted, the City shall select the Vendor which, in their opinion, best meets the long term needs of the City of Jackson and its residents and shall award the contract to that Vendor. Should the City determine in their sole discretion that only one Vendor is fully qualified, or that one Vendor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Vendor.

The PSG also reserves the right to waive any irregularities and technicalities and to request rebids should it be deemed in their best interest to do so.

16. Evaluation Criteria



Factors to be considered may include:

- Completeness of submitted proposal and adherence to stated criteria in this RFP;
- Any exceptions to the specifications and requirements;
- Proposed Fees and Services;
- Experience of the Offeror;
- Company Profile
- System Capabilities;
- References;
- Training, maintenance, warranty, and support offered;
- Overall proposed solution and quality of proposal submitted; and
- Acceptance of the terms of the contract.

16.1 System Suitability

Vendors will be evaluated on the suitability of the systems with respect to the following factors:

- Does the system meet all the functional needs of the City of Jackson and its residents?
- Does the system provide an experience that is easy to use?
- Does the system provide an experience that is easy to learn?
- Is the specified computer hardware suitable and sufficient?
- Will the system be expandable in the future?
- Is the system easily maintainable?
- Does the system support other programs that the City of Jackson wish to interface with?

In addition, the City may negotiate with any Vendor in order to obtain a final contract that best meets the needs of the Jackson Police and Fire Department. However, negotiations will not alter the original intent of the scope of services.

17. Proposal Terms and Conditions

17.1 Incurred Expenses

The City will not be liable for any cost incurred by the Vendors in preparing and submitting proposals or attending oral presentations and software demonstrations, if required.

17.2 Evaluations of Proposals

The City also reserves the right to waive any irregularities and technicalities and to request rebids should it be deemed in their best interest to do so.

17.3 Qualifications of Vendors

The City may make such reasonable investigations as deemed proper and necessary to



determine the ability of the Vendor to perform the services/furnish the goods and the Vendor shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect the Vendor's physical facilities prior to award to satisfy questions regarding the Vendor's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy the needs of the City of Jackson and its residents.

17.4 Acceptance of Proposal Prices

Vendor warrants by virtue of proposing that prices, terms, and conditions quoted will be firm for a period of ninety (90) days from the date of proposal opening, unless otherwise stated by the Vendor. There is no binding agreement, no contractual relationship, no understanding or mutual assent until a contract is signed, executed and exchanged by and between the Vendor and the City of Jackson.

18. Rejection of Proposals

The City of Jackson reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP. The Jackson Police Department also reserves the right at its sole discretion to waive minor administrative irregularities contained in any proposal. Failure to comply with any of the terms and conditions of this RFP will result in rejection of a proposal. The Jackson Police Department reserves the right to negotiate any and all terms with the successful Offeror.

19. Submission Requirements

In order to evaluate responses efficiently and equitably, responses must be tabbed as identified above. Failure to submit this information may render your proposal non-responsive.

Proposals must be submitted according to the following guidelines:

- A response to all questions is required.
- It will be the sole responsibility of the Vendors to have their bids delivered before the closing hour and date. Late bids will not be considered and will be returned unopened to the sender.
- Bids cannot be withdrawn or corrected after submission.
- All bids must be valid for a period of 90 days after bid opening.
- Bids must address all RFP requirements. This RFP is for a complete turnkey system including software, installation, training, and software maintenance, support, updates, and maintenance for the first 1 – 3 years. Partial or incomplete proposals will be rejected. Computer equipment required for the system is to be specified in detail by the Vendor but will be procured at the City's discretion (through the bidding Vendor or another Vendor of the City's choice).
- All costs incurred by the Vendor in preparing the proposal, or costs incurred in any



other manner by the Vendor in responding to this proposal will be wholly the responsibility of the Vendor. All materials and documents submitted by the Vendor in response to this specification become the property of the City and will not be returned to the Vendor.

- Any proprietary information contained in the proposal should be so indicated. The project managers will notify the winning Vendor of the Bid Award and will arrange a meeting with the Vendor to commence contract negotiations.
- If a Vendor has any additional systems that can be packaged together to create better value for the City, please provide system description and pricing detail on the Cost Form.
- The agency reserves the right to award the project to the Vendor with either the lowest or the best bid, in whole or in part.

20. Equal Business Opportunity

In accordance with Section IV of the City of Jackson's Equal Opportunity Executive Order No. 2014-3, each contractor, bidder or proposer shall submit a completed and signed Equal Business Opportunity Plan with bid submission. The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or proposer shall submit a completed and signed Equal Business Opportunity (EBO) Plan Application with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Ordinance. Failure to comply with the City's ordinance shall disqualify a contractor, bidder or proposer from being awarded an eligible contract.

Please see **Attachment G** for the EBO Plan Application and more information about the EBO Program.



ATTACHMENT A

Cover Letter Public Safety Software

Name of Service Provider:

Company Representative:

Company Representative's Title:

Company Representative's Phone Number:

Company Representative's Facsimile Number:

Company Representative's Email:

Location of Service Provider's Principal Place of Business:

Location of Place of Business in Jackson, MS (if different from above):

Service Provider's Phone Number:

Service Provider's Facsimile Number:

Mailing Address (if different from above):

Please provide a brief summary of your company's understanding of the Project, the approach to be undertaken to perform the Services, and the costs to provide the Services:

By my signature below, I hereby represent that I am authorized to and do bind the Service Provider to the provisions of the attached proposal. I have thoroughly read and understand this solicitation and the attachments herein. I agree to perform the specified services in accordance with provisions set forth in the solicitation. I fully understand and shall assure compliance with the terms and conditions contained in the solicitation. I shall secure, at my own expense, applicable personnel who shall be qualified to perform the duties required under this solicitation. Furthermore, I am fully aware of the evaluation criteria to be utilized in awarding the contract.



Authorized Signature : _____ Date



ATTACHMENT B

Sample Cost Proposal Form: For evaluation purposes, please use a format similar to this when providing your cost proposal. One form must be completed for each module.

Application Name	Original Development Organization	Date of First Release	Date of Most Recent Release

Pricing

Module	Price	Number of User Licenses included in price	Price per additional user license
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
☐	\$		
☐	\$		
☐	\$		
☐	\$		
☐	\$		
☐	\$		
Total Price for Required Modules		\$	



Check all of the following that are included in the quoted Required Modules Price:

Complete integration of all modules with no internal
interfaces Site license for all desktop modules
First year maintenance on software
Technical support and customer service
End user training at implementation
Ongoing end user and administrative training

Maintenance Cost Year 2: \$ _____

Year 4: \$ _____

Maintenance Cost Year 3: \$ _____

Year 5: \$ _____



ATTACHMENT C

REFERENCES

Provide, at a minimum, five (5) references in which your company has provided the specific systems preferably with government entities within Mississippi.

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Years Using System: _____

Programs/modules in use: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Years Using System: _____

Programs/modules in use: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Years Using System: _____

Programs/modules in use: _____

Agency/Company Name: _____

Street Address: _____



City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Years Using System: _____

Programs/modules in use: _____

REFERENCES - Continued

Provide, at a minimum, five (5) references in which your company has provided the specific systems preferably with government entities within North Carolina.

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Years Using System: _____

Programs/modules in use: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Years Using System: _____

Programs/modules in use: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Years Using System: _____

Programs/modules in use: _____



Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Years Using System: _____

Programs/modules in use: _____

If there are any exceptions to the RFP that are not addressed in the Functional Checklist, please list exceptions here. Failure to do so may result in disqualification of the proposal. Any RFP clauses to which the Vendor does not take exception will assume to be agreed upon by the awarded Offeror. For any exception, please reference with the appropriate page/section number.





ATTACHMENT E

NON-COLLUSION AFFIDAVIT

Proposal Request No.20857

State of _____
_____ County

_____(name of individual), being first duly sworn, deposes and says that:

1. I am the _____ (title) of _____ (company name),
the

Offeror that has submitted the attached proposal;

2. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of any other Offeror or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Title



Seal, if corporation.

This form must be notarized

SUBSCRIBED AND SWORN TO BEFORE ME,

This _____ day of _____, 2023

Notary Public _____

My Commission Expires: _____



ATTACHMENT F

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned applicant certifies to the best of his or her knowledge and belief, that the applicant and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name: _____

Address: _____

City/State/Zip: _____

Signature: _____

Title: _____

Date: _____

(Seal if Corporation)



NOTARIZE

SUBSCRIBED AND SWORN TO BEFORE ME,

This _____ day of _____, 2023 NOTARY PUBLIC _____

My Commission Expires: _____



ATTACHMENT G

CITY OF JACKSON, MISSISSIPPI

EQUAL BUSINESS OPPORTUNITY (EBO)

PLAN

Department of Planning and Development

Division of Equal Business Opportunity

200 South President Street
Jackson, Mississippi 39205
(601) 960-1055



CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY EXECUTIVE
ORDER

LEGAL NOTICE

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity (EBO) Plan with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Executive Order. Failure to comply with the City's Executive Order shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960- 1856. Copies of the EBO Executive Order EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.



(EBO FORM 7-1-20U)

EQUAL BUSINESS OPPORTUNITY

SPECIAL NOTICE TO BIDDERS

POLICY

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of nondiscrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with City funds.

DEFINITIONS

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent



and continuing operation for profit, performing a commercially useful function as is owned and controlled by one or more non-White persons regardless of gender.

- (5) "Female Business Enterprise (FBE)" shall mean a business which is an independent and continuing enterprise for profit , performing a commercially useful function and is owned and controlled by one or more females regardless of any race and certified as such by the City of Jackson' s Division of Business Development.

OBLIGATION

The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin, or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Executive Order, to conduct an investigation to determine the reasons for the underutilization.

GOALS

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Executive Order of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. *(See Subcontractor/Supplier Participation guidelines below.)*

The Equal Business Opportunity participation goals are as follows:

PROCUREMENT CATEGORY	Asian (ABE)	African - American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan.

For specific information about the Equal Business Opportunity Plan, please contact the Office Equal Business Opportunity at (601) 960-1856.

*Non-white female firms cannot be utilized twice on the EBO Plan even though those firms can be certified as either ABE, AABE, HBE, NABE, FBE or both. The firm can only be utilized in one category to fulfill the minority



participation goals on the EBO Plan.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

A. Subcontractor Participation

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
 - (a) the amount of work subcontracted;
 - (b) the type of prime contract;
 - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;
 - (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
 - (e) whether the business purchases goods and/or services from a non-minority/women business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of the minority/women business enterprise utilization goals.
 - (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

B. Suppliers Participation

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in

- (i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers • representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier

contracts to MBEs or FBEs.

- (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

C. Joint Ventures and Mentor -Protege Programs

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, the establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$3,000,000.00. Even if the prime itself is a MBE, a joint venture between prime contractors and MBEs is strongly encouraged on all projects exceeding three million dollars (\$3,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
 - (a) The initial capital investment of each venture partner;
 - (b) The proportional allocation of profits and losses to each venture partner;
 - (c) The sharing of the right to control the ownership and management of the joint venture;
 - (d) Actual participation of the venture partners in the performance of the contract;
 - (e) The method of and responsibility for accounting
 - (f) The methods by which disputes are resolved; and
 - (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:



- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.



EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section IV of the City of Jackson's Equal Opportunity Executive Order No. 2015-3, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

Replacement

If a MBE/IFBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/IFBE Contractor. All MBE/IFBE replacements must be approved by the EBO Review Committee and the Department. (*See EBO Plan Application*)

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/IFBE Contractor.



CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN
APPLICATION

I. Company Name: _____
Address: _____
City: _____ State: _____ ZIP Code: _____
Telephone: (____) _____
E-mail: _____

II. Bid Name and Number: _____

III. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: *(SEE ATTACHMENTS)*
If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section VI(C)(1) of the E80 Executive Order No.20/4-3

IV. Total Bid Amount: \$ _____



V. WAIVER REQUESTED *(If you fail to meet either or all of the EBO Participation Goals check this box and follow the directions below to provide the required •WAIVER STATEMENT. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)*

* *The bidder/offeree shall provide the following as evidence of its good faith efforts and will be evaluated on the same:*

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
 - 1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.



2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.
5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

**If you are unable to locate an MBF/FBE, please contact tire Business Development Division at (601) 960-1055.*

VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:

*(*Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	African- American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services					
Construction					
Goods & Non-Professional Services					

VII. REPLACEMENT OF MBE/FBE

If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBF/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2014-3



VIII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.

Authorized Signature and Title

Date

PRINT "AUTHORIZED" NAME HERE: _____

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT

Proposed Minority/Female Business Enterprise Firms

(This Sheet is to be duplicated and used for each firm)

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

- _____ Female (FBE)
_____ African-American (AABE)
_____ Asian (ABE)
_____ Hispanic (HBE)
_____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor
_____ Joint Venture

_____ Supplier
_____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %

