

Administration & Finance – Purchasing Division
Christopher J. Gagliastro, MCPPO – Purchasing Director
455 Main Street, Room 201, Worcester, MA 01608
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Christopher J. Gagliastro, MCPPO Purchasing Agent

RFP NO.: 7832-W2 ISSUANCE DATE: 6/2/2022

BUYER: Christopher J. Gagliastro

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER REQUEST FOR PROPOSALS NOTICE TO PROPOSERS

RFP TITLE: Software – 911 Emergency Alert System / WPS

REFER TO PAGE 7 FOR PROPOSAL SUBMISSION INFORMATION

General Conditions:

All proposals are subject to the terms, conditions and specifications herein set forth:

- 1. Scope: Provide software and training services required to implement a new emergency alert system as per the attached requirements, terms & conditions, and specifications of the City of Worcester Public Schools.
- 2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the amount of <u>N/A</u> must accompany this proposal. This must be submitted under separate sealed cover marked "Proposal Security." In the case of default, the surety shall be forfeited to the City as liquidated damages.
- 3. All terms and conditions are applicable to this proposal except the following section(s) which are hereby deleted from this RFP: _______
- 4. A performance bond in the amount of N/A will be required. If this proposal is accepted by the City and the Proposer shall fail to contract as set forth in these requirements and to give a bond in the aforementioned amount, within ten (10) days, (not including Sundays, Saturdays, or a legal Holiday) from the date of the mailing of a notice from the City to the Proposer, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the proposer has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the proposal security accompanying this proposal shall become the property of the City as liquidated damages.

Any prospective proposer requesting a change in or interpretation of existing specifications or terms and conditions must do so within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal opening date. All requests are to be in writing to the Purchasing Division and are to be in duplicate. No changes will be considered or any interpretation issued unless request is in our hands within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal submission date.

Any inquiries related to technical or contractual matters must be submitted in writing to:

Christopher J. Gagliastro, MCPPO
Purchasing Director
City of Worcester, City Hall
455 Main Street, Room 201
Worcester, MA 01608
gagliastroc@worcesterma.gov

- 5. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The City encourages participation by Minority and Women Owned Business Enterprises (M/WBE).
- 6. The following meanings are attached to the defined words when used in this RFP.
 - a) The word "City" means The City of Worcester, Massachusetts.
 - b) The word "Proposer" means the person, firm or corporation submitting proposal on these specifications or any part thereof.
 - c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - d) The words "Firm Price" shall mean a guarantee against price increase during the life of the contract.
- 7. All proposals and other documents relating to this RFP are subject to the public records provisions of M.G.L. c.30B, and shall remain confidential until the time specified in c.30B section 6 (d).
- 8. All material submitted by vendors becomes the property of the City. The City is under no obligations to return any of the material submitted by a vendor in response to this RFP.
- 9. Each vendor's proposal must remain in effect for at least 120 days from the deadline for its submission. The City will decide upon acceptance within 120 days of submission.
- 10. It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the Contractor to engage in any practice which shall violate any provision of

Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.

- 11. The City reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.
- 12. The City will review and analyze each proposal, and reserve the right to interview selected proposers. The City shall select the proposer, which in the City's opinion, has made the proposal best suited to the needs and goals of the City and its operations and deemed to be in compliance with the terms of this RFP.
- 13. The Contractor will be required to indemnify and save harmless the City of Worcester for all damages to life and property that may occur due to his or her negligence or that of his or her employees, subcontractors, etc. during the contract derived from this RFP.
- 14. The Contract Agreement will be drafted by the City's Law Department in compliance with the terms of the RFP, and may incorporate the terms of this RFP and of the proposal selected.
- 15. The Proposer must certify that no official or employee of the City of Worcester, Massachusetts, is pecuniarily interested in this proposal or in the contract which the proposer offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of G.L.C. 43 section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
- 16. Any proposal withdrawn after time and date specified, the proposer shall forfeit deposit on proposal as liquidated damages.
- 17. A vendor conference will be held as follows: N/A
- 18. The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the City. Should the Contractor attempt any of the above without the written consent of the City, the City reserves the right to declare the Contractor in default and terminate the contract for cause.
- 19. The Contractor shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Public Liability, Property Damage and Worker's Compensation in the following types and amounts:
 - A) <u>PUBLIC LIABILITY INSURANCE</u> Contractor to supply the City of Worcester with certificates of insurance covering public liability in an amount not less than \$1,000,000.00 to any one person, and not less than \$1,000,000.00 on account of one accident.

- B) <u>PROPERTY DAMAGE INSURANCE</u> Contractor to supply the City with certificates of insurance covering property damage in an amount not less than \$1,000,000.00 for damages on account of any one accident, and not less than \$2,000,000.00 on account of all accidents.
- C) <u>COMPENSATION INSURANCE</u> The Contractor shall furnish the City with certificates showing that all its employees shall be connected with the management operations are protected under worker's compensation insurance policies.
- 20. The Contractor shall carry Public Liability Insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone in his or her employ during the execution of the contract derived from this RFP.
- 21. Prior to starting on the contract derived from this RFP, the Contractor shall deposit with the Purchasing Division, certificate from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Contractor. The certificates must be on a form satisfactory to the City.
- 22. All prices quoted must include inside delivery, and set-up in place F.O.B. destination to predesignated City of Worcester departments.
- 23. No special charges will be allowed for rigging, packing, crating, freight, express, or carriage unless specifically stated and included in the vendor's proposal.
- 24. The award to the successful proposer may be cancelled in the event of vendor nonperformance as may be determined by the City.
- 25. The successful proposer shall comply with all applicable federal, state and local laws, ordinances, and regulations. The awarded contract shall be governed under the laws of the Commonwealth of Massachusetts.
- 26. Purchases made by the City are exempt from Federal and Massachusetts state taxes and proposal prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
- 27. When the contract is executed, a performance bond, in the full amount of the contract, is required. See paragraph 4. The bond will be of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts. The cost of this bond is the vendor's responsibility. Bonds shall remain in force and effect thru the performance of the contract.
- 28. Expenditures by the City and authorization to spend for particular purposes are made on

fiscal year basis. The City's fiscal year is the twelve month period ending June 30 of each year. The obligations of the City under any agreement to be reached are subject to the appropriation or authorization of the necessary funds. The City agrees to make reasonable efforts to obtain funding and all necessary authorization.

- 29. No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties and is accepted by the City of Worcester.
- 30. The vendor (and its insurers, if any) shall bear all risk of loss or damage to the equipment which occurs in transit to the user site. The risk of loss or damage to purchased equipment shall remain with the vendor until the purchase price has been paid and title has passed. The vendor shall also bear the risk of loss or damage to leased or rented equipment during the City of Worcester's possession and use thereof subject, however to such conditions and limitations as may be stated elsewhere in the contract.
- 31. The vendor shall not assign or in any way transfer any interest in the contract without the prior written consent of the City provided, however, that claims for money due or to become due to vendor from the City may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of such assignment is furnished promptly to the City. Any such assignment shall be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the City against the vendor in the absence of such assignment.
- 32. None of the services to be provided by the vendor pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of the City. No subcontract or delegation shall relieve or discharge the vendor from any obligation or liability under the contract except as specifically set forth in the instrument of consent. Any subcontract to which the City has consented shall be attached to the original of the contract on file in the City of Worcester.
- 33. Neither party will be liable to the other or be deemed to be in breach of the contract 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. If the vendor's failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the reasonable control of both the vendor and the subcontractor, and without the fault or negligence of either of them, the vendor 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 vendor to meet the required delivery schedule. Dates or times of performance will be extended to the extent of delays excused in this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

- 34. The vendor shall provide to the City of Worcester a warranty and a commitment which clearly states that all equipment and services proposed and supplied by the Vendor, and/or its subcontractors, performs as expected and promised by the Vendor.
- 35. The vendor represents that no person other than bona fide employees working solely for the vendor, have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this contract. For breach or violation of the representation, the City shall have the right to annul the contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee or other consideration.
- 36. Any contract made by the City in which the Purchasing Agent or any employee of his/her department, the heads of using agencies or any other officer or employee of the City having a part in the placing of such contract is financially interested, directly or indirectly, shall be void.
- 37. The vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or medical handicap. The vendor agrees to comply with all applicable Federal and State Statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4 (1) and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the vendor of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the vendor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim.

In the event of vendor noncompliance with the provisions of this section, the City shall impose such sanctions as it deems appropriate, including but limited to:

- 1) Withholding of payments due vendor under the contract until vendor complies.
- 2) Termination or suspension of the contract.

SUBMISSION OF PROPOSALS

38. Proposals must be submitted in two (2) packages according to the instructions below. The City intends to consider responses in the evaluation requirements before considering costs. Therefore, no reference to pricing may be made in the proposal of evaluation considerations.

A sealed package containing <u>the original</u>, <u>3 copies plus 1 electronic copy on USB</u> <u>drive</u> of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

<u>Software – 911 Emergency Alert System / WPS – Technical Proposal</u>

455 Main Street, Room 201 Worcester, MA 01608

Re: <u>RFP No. 7832-W2</u>

A sealed package containing **one original copy** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

<u>Software – 911 Emergency Alert System / WPS – Price Proposal</u>

455 Main Street, Room 201 Worcester, MA 01608

Re: RFP No. 7832-W2

Price proposal sheets are located at the end of the specifications / criteria sections.

Proposals must be delivered no later than <u>Wednesday</u>, <u>June 29</u>, <u>2022 at 10:00</u> <u>AM LOCAL TIME</u>. Late submissions will be rejected, regardless of circumstances. The City of Worcester is not responsible for submittals not properly marked.

The evaluation and cost proposals will remain confidential until a formal and finalized contract has been executed.

RFP EVALUATION

- 39. The City of Worcester Purchasing Agent will assign an evaluation team, hereafter referred to as the Selection Committee, to perform a full and complete evaluation of RFP submittals. The Purchasing Agent will ultimately forward a formal recommendation of award to the City Manager who has final award authority.
- 40. RFP evaluation responses will be evaluated by the Selection Committee based directly upon vendor's response to mandatory and comparative evaluation criteria. Vendors must meet or exceed the mandatory criteria requirements or be rejected as non-responsive.

Comparative criteria will be evaluated by the use of four rating categories as set forth by M.G.L. Chapter 30B:

- 1) HIGHLY ADVANTAGEOUS Vendor's submittal meets all the stated requirements and offers significant performance above the stated requirements.
- 2) ADVANTAGEOUS Vendor's submittal meets the stated requirements without risk or disadvantage.
- 3) NOT ADVANTAGEOUS Vendor's submittal contains some risk or disadvantage but is not unacceptable.
- 4) UNACCEPTABLE Vendor's submittal fails to meet the standards of the stated requirements.

After proposals have been assigned ratings on the basis of each evaluation criterion, a composite rating will be established by the Selection Committee. Submittals will then be ranked based upon finalized composite rating.

41. The Purchasing Agent will identify the most advantageous proposal based upon the rankings of the Selection Committee and an evaluation of the cost proposals received. The Purchasing Agent will forward a recommendation for award to the City Manager based upon the most advantageous proposal received considering evaluation rankings and cost proposals received.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name		Address		Zip Code
KINDL	Y FURNISH THE FOLLOWI	NG INFORMATION REGARDING	BIDDER:	
(1)		roprietorship		
		Telephone No.		
	Zip Code	Telephone No		
(2)	_	l names and addresses of al	_	Zip Code
Busine	ess Address	Tel. No.		

(3) If a Corporation				
Full Legal Name:				
State of Incorporation:	Qualified in Massachuset	ts? Yes	s No _	
Principal Place of Business _				
	Street		P.O. Box	
-	City/Town	State	Zip	
Email:				_
Tele	phone No.			
Place of Business in Massachus	setts			
	Street		P.O.	Box
	City/Town		State	Zip
Tele	phone No.			
GIVE THE FOLLOWING INFORMATION	N REGARDING SURETY COMPANY			
Full Legal Name of Surety Comp	pany			
State of Incorporation	Admitted in Massachusetts	?	Yes	No
Principal Place of Business _	Street		P.O. Box	
	City/Town	State	Zip	
Place of Business in Massachus				
	Street		P.O.	
	City/Town		State	Zip
	Telephone No.			

NOTE:						
The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.						
E.I. Number of bidder						
This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.						
AUTHORIZED SIGNA	TURE OF BIDDER					
TITLE	DATE					
UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED: Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows: "The undersigned certifies under penalties of perjury that this bid or						
proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."						
(Please Print)	Name of Person Signing Bid					
	Signature of Person Signing Bid					
	Company					
No award will	be made without vendor certification of the above.					

All proposals must include the above non-collusion certificate with submission.

Software – 911 Emergency Alert System / WPS ~ RFP #: 7832-W2

General description of the supply or services required

The Worcester Public School (WPS) district is soliciting proposals for a service that puts school staff that are in an emergency crisis in direct communication with the police department.

The proposed solution will allow WPS staff to load an app on their work or personal smartphone that will allow them to trigger a "911" type of alert for such situations as an active shooter, intruder, or other type of 911 type of emergency. This app will have a countdown to help prevent accidental triggering. Once activated, it will open up a direct line of communication with the school staff member and the 911 dispatchers. Other staff in the same school building will then receive an alert that there is an active situation in their school. These staff can join the chat so they can be informed of where the issue is located in the building and other helpful information such as description and intent. All staff that join would have two way chat communication with each other and the 911 dispatchers.

The district has 4,800 school staff, 23,500 students and 55 school locations.

The proposer shall provide training on use of the app / software to WPS staff. Proposer shall include with their submission a description of training to be provided under this contract. In-person training is preferred by WPS – please see comparative criteria.

Proposer shall also provide references as noted.

Contract term length

The district is seeking a three-year contract

Method of delivery:

Software as a Service (SaaS)

Quality requirements:

Bidders must provide all items described in the detailed description of required services included in the SaaS

Bidders must have been in the business of selling the above-listed supplies for a minimum of three (3) years.

Minimum requirements:

- The system must have automated account provisioning where the system creates and disables account based on secure automated nightly data uploads from WPS or via automatic provisioning using Google or Microsoft Azure
- The system must support school staff single sign on (SSO) via Google login or Azure.
- The City uses a different domain than the school district, so the system must accommodate SSO with the school systems Google or Azure instance and the City's Active Directory instance.
- Each school staff, dispatcher and police officer will set up and have access to their own individual account
- The system must be cloud based, requiring WPS to have no hardware or software on-site to allow the solution to work
- The system must be hosted in a major cloud service that has redundancy and survivability such as Azure, AWS, or Google Cloud.
- System must allow for the creation of school sites and staff would be assigned a school site based on the automated nightly upload
- System must be FIPS 140-2 and CJIS-5 compliant
- Device agnostic and must run on police MDTs and MDCs and staff iOS and Android devices
- Must support the integration of school based floor plans so police can see classrooms, egresses, and other pertinent information on plans
- App must send an immediate alert to software loaded on 911 dispatch computers notifying police of an active shooter on premises, fight, fire or other emergency
- App must have a feature to prevent accidental triggering of the alert such as a countdown or secondary confirmation
- Computer Aided Dispatch (CAD) and Mobile Officers are notified directly from the App without having to dial 911
- Police and staff can two way chat in the app to exchange information about location of incident, police response, and other important details regarding the ongoing incident.
- Staff can notify police and other staff in the same building of active shooter's exact location or site of the emergency
- Staff can upload photos and description of the suspect for ID purposes
- Staff can report room status and missing students
- Staff can view incident history report
- Staff can know when police are on scene
- Police will have access to school floor plans within the app

- Principals can initiate a drill or lock-down to prepare students and staff for an actual emergency
- Police can trigger a reverse alert that would notify users in the building of a lockdown or other similar situation for their building
- All of the above features must be included in one single integrated product

Comparative Criteria

Minimum Evaluation Criteria

All proposals received by WPS will first be reviewed to determine whether the Proposal meets all minimum criteria identified in the RFP.

For a proposal to meet all minimum criteria, a vendor must unconditionally be able to support all requirements in the minimum requirements section. Minimum evaluation criteria reflect those standards or attributes that WPS considers essential to the performance of the contract. A vendor that does not meet the minimum criteria will be rated "non-responsive" and will be rejected.

Comparative Evaluation Criteria

Each proposal meeting the Minimum Evaluation Criteria shall be further evaluated and rated according to the Comparative Evaluation Criteria in order to determine the relative merits of each proposal. The review will cover the objectives listed below. Within each category, the degree to which the proposal satisfies the stated objective shall be reviewed and rated on a system of "Highly Advantageous," "Advantageous," and "Not Advantageous."

Vendor Years of Service Criteria

Highly Advantageous: The vendor has been in the business of selling school communication systems for over 10 years

Advantageous: The vendor has been in the business of selling school communication systems for over 5 years and less than 10 years

Not Advantageous: The vendor has been in the business of selling school communication systems for less than 5 years

References Criteria

Highly Advantageous: The vendor has supplied 6 or more references from other school districts that currently use the proposed solution

Advantageous: The vendor has supplied 3-5 references from other school districts that currently use the proposed solution

Not Advantageous: The vendor has supplied fewer than 3 references from other school districts that currently use the proposed solution

In-Person Training Criteria

Highly Advantageous: The vendor will provide in-person training for all end user staff Advantageous: The vendor will provide a combination of in-person and remote training for end user staff, with greater than 75% of the training in person

Not Advantageous: The vendor will provide a combination of in-person and remote training for end user staff, with less or equal to 75% of the training in person

Training hours

Highly Advantageous: The vendor will provide up to 2 hours of end user training for each school (currently 54 schools)

Advantageous: The vendor will provide between 1 and 2 hours of end user training for each school (currently 54 schools)

Not Advantageous: The vendor will provide less than 1 hour of end user training for each school (currently 54 schools)

Technical Support for End Users

Highly Advantageous: The vendor will provide a toll free line for end users to call with assistance installing the app on their phone and answer any questions they have regarding the app

Advantageous: The vendor will provide an email or ticket system for end users to submit questions or issues with installing the app on their phone and will respond to the end user via email or phone

Not Advantageous: The vendor does not provide technical support to the end user

Google Integrations

Highly Advantageous: The solution is integrated with Google and specified org units in Google will sync with the system. Any user in one of these org units will automatically provision an account when they sign into the app with their Google account.

Advantageous: The system does not have provisioning setup with Google but does have Google single sign integration

Not Advantageous: The solution does not have Google single sign on

COST / PRICE PROPOSAL

(To be completed by proposer)

RFP#: _____ A. Cost for Software as a Service \$_____(Year 1) \$_____(Year 2) \$_____(Year 3) \$_____ B. Cost for Training (one time cost for all training) Total Cost: \$_____ Signature of person submitting proposal: Date: Printed Name: Company: Address: Phone: