

## FORMAL COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into EFFECTIVE \_\_\_\_\_, by and between CITY OF FRESNO, a California municipal corporation (City), and LOCALITY MEDIA, INC. dba FIRST DUE, a Delaware Corporation (Vendor).

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. The Charter for the City allows for cooperative purchase agreements for materials, supplies and equipment. The City is allowed to piggyback an existing government agency's agreement, under Fresno City Charter 1208. The parties agree the Vendor was the lowest responsive and responsible bidder for Invitation for Bid (IFB) issued by the City of Santa Monica (Contract# 11304). The IFB is attached hereto as **Exhibit A** and is incorporated herein by reference. The Parties agree that the Vendor has entered a Cooperative Purchase Contract with the City of Santa Monica (Contract #11304) (Original Government Contract).
2. Vendor's Obligation. Vendor shall provide those services and carry out that work described in Exhibit D, which is attached hereto, and is incorporated hereby reference, subject to all the terms and conditions contained in the Original Government Contract or incorporated herein.
3. City's Obligation. City shall make to the Vendor those payments described in **Exhibit D**, subject to all the terms and condition contained or incorporated herein.
4. Notwithstanding the requirements that the Original Government Contract is fully binding on the Parties, the parties have agreed to modify certain non-material provisions of the Original Government Contract as applied to this Agreement between the Vendor and the City, as follows:
  - a) City's Insurance and Indemnity provisions is attached as **Exhibit C**.
  - b) City and Vendor Renewal Quote for Fee, Budget and Compensation Schedule is attached as **Exhibit D**.
  - c) Address change for the City: Notwithstanding the address and contract information for the government entity as set out in **Exhibit B**, the Vendor agrees that notices and invoices will be sent to:

City of Fresno  
Attention: Christina Cronin  
911 H Street  
Fresno, California 93721  
Phone: (559) 621-4009  
E-mail: Christina.Cronin@fresno.gov  
FAX: N/A

d) Notwithstanding anything in **Exhibits A** and **B** to the contrary, this Agreement shall be governed by, and construed and enforced in accordance with , the laws of the State of California, excluding however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

e) All other provisions in the Original Government Contract are fully binding on the parties and will represent the agreement between the City and the Vendor.

**[Signatures follow on the next page.]**

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_  
Melissa Perales  
Purchasing Manager  
General Services Department

No signature of City Attorney required.  
Standard Document **#GSD-S Formal  
Cooperative Purchase Agt. (10-2023)**  
has been used without modification, as  
certified by the undersigned.

By: \_\_\_\_\_  
Dyan Ayala  
Procurement Specialist

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy Date

Addresses:  
CITY  
City of Fresno  
Attention: Christina Cronin  
911 H Street  
Fresno, California 93721  
Phone: (559) 621-4009  
E-mail: Christina.Cronin@fresno.gov  
FAX: N/A

Attachments:  
Exhibit A - Invitation For Bids  
Exhibit B - Original Government Contract  
Exhibit C - City's Insurance and Indemnity  
Exhibit D - City and Vendor Renewal Quote

LOCALITY MEDIA, Inc. dba FIRST DUE,  
a Delaware Corporation

Signed by:  
By: Andreas Huber 10/16/2024  
CCCADEED06A643A...  
Name: Andreas Huber

Title: CEO & President  
(If corporation or LLC., Board Chair,  
Signed by:  
By: Rami El-choufani 10/23/2024  
F1D02CC41735409...  
Name: Rami El-choufani

Title: COO  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

Vendor:  
Locality Media, Inc. dba First Due  
Attention: Andreas Huber  
107 7th Street  
Garden City, NY 11530  
Phone: (516) 874-2258  
E-mail: accounting@firstdue.com  
FAX: N/A

**EXHIBIT A**

**Invitation for Bids**



# CITY OF SANTA MONICA



## PREPLAN, FIRE INSPECTION AND OTHER FIRE RELATED RECORDS MANAGEMENT SOFTWARE

### REQUEST FOR PROPOSALS

Fire Department

RELEASE DATE: January 26, 2022

DEADLINE FOR QUESTIONS: February 7, 2022

RESPONSE DEADLINE: February 14, 2022, 5:00 pm

APPROVED FOR ADVERTISEMENT

CITY CONTACT:  
Tom Clemo

## **City of Santa Monica**

### **Request for Proposals**

#### ***Preplan, Fire Inspection and other Fire Related Records Management Software***

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#### **Attachments:**

A - Proposer Checklist

B - Non-Discrimination Policy, Debarment Certification & Non-Collusion Declaration

C - FY21-22 Living Wage Certification

D - Functional Requirements - Final

E - City of Santa Monica VISA Questionnaire

E - Certificate of Compliance

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F - OAKS INITIATIVE FORM

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H - COVID 19 Vaccine Policy Attestation

# 1 Introduction

## 1.1 Summary

The City of Santa Monica, (referred to hereafter as “the City”) is inviting proposals from qualified persons or firms interested in preplan and fire inspection SaaS SOFTWARE for a term of five (5) years, to be exercised at the City’s sole discretion.

## 1.2 Contact Information

The City has designated Tom Clemo, as its contact (the “City Contact”) for this request for proposals (this “RFP”). The City Contact’s information is listed below:

Any inquiries or requests regarding this procurement should be submitted via ProcureNow. Other City officers, agents, employees or representatives do not have authority to respond on behalf of the City. Contact with unauthorized City personnel during the selection process may result in disqualification.

### **Project Contact:**

#### **Tom Clemo**

Deputy Chief

333 Olympic Drive

Santa Monica, CA 90401

Email: [tom.clemo@santamonica.gov](mailto:tom.clemo@santamonica.gov)

Phone: [\(310\) 458-8666](tel:(310)458-8666)

### **Procurement Contact:**

#### **Kellee Mac Donald**

Sr. Buyer

1685 Main St. Mail Stop #9

Santa Monica, CA 90401

Email: [kellee.macdonald@santamonica.gov](mailto:kellee.macdonald@santamonica.gov)

Phone: [\(310\) 458-8797](tel:(310)458-8797)

### **Department:**

Fire Department

### **Department Head:**

Wolfgang Knabe

Interim Fire Chief

## 1.3 Timeline

Proposal Calendar

The following is a list of key dates:



<b>Release Project Date</b>	January 26, 2022
<b>Question Submission Deadline</b>	February 7, 2022, 5:00pm
<b>Question Response Deadline</b>	February 9, 2022, 5:00pm
<b>Proposal Submission Deadline</b>	February 14, 2022, 5:00pm

## 2 Scope of Work

Insert detailed statement/scope of work and deliverables including reporting requirements. List the criteria that must be met and that will be used to score and evaluate the proposals.

### 2.1 Scope of Work

The City of Santa Monica is seeking a SaaS based Preplan and Fire Inspection Software that is iOS based and functions on existing iPads owned by the Fire Department. Santa Monica Fire runs approximately 17,000 calls annually from (5) five stations with (7) seven front line engines, (1) one staffed ladder truck, (1) one Hazardous Materials Unit and (1) one Battalion Chief. The department utilizes approximately (40) forty iPads and (30) thirty cell phones. Additionally, the Solution provider will provide a software as a service application that provides an automated preplanning software that can be viewed by responding units based on the address of the incident. The software shall have an interface to the City's Computer aided Dispatch (CAD) System. The software will search all publicly available databases related to the incident address and present the findings to the first responders on the mobile device.

Additionally, the Solution provider will support situational awareness by displaying a list of all current active incidents and provides push notifications to users. From the incident view, users can view any relevant pre-incident plans associated with the building, the push notifications shall be available on iOS and Android mobile devices.

The solution provider will also allow Fire Inspection Personnel to access all of the City's current fire inspection data and allow for in the field electronic inspections of occupancies contained in the database. This shall include the functionality to create an inspection report following the inspection with capability to print or send to the customer electronically. The software shall also include the ability to create, issue and track annual permits. The software shall also include the ability to create billing invoices and track the payment from issuance to final payment. The software shall have the automated functionality or tool to export billing data to the City's Tyler Munis Enterprise Resource Provider (ERP) and/or the City's Utility billing system Harris NorthStar for the automated processing of inspection invoices. The system shall have the functionality to create analytic reports of inspection, permit and invoice data. The software shall



function on the existing iPads owned by the fire department. As added value, the Fire Department will also evaluate any additional modules within the software platform, up to and including NFIRS compliant incident reporting, Asset Management, Learning Management, Hydrant Inspections, pre-built data dashboards, and any other fire service-related modules.

The City anticipates the replacement of its current CAD system in 2022. Functional requirements for this system are currently being finalized. It is expected that this software interfaces with the existing Central Square CAD system and then transition to the new CAD system when it comes online. An open API is included in the current functional requirements of the new system.

## **2.2 Project Requirements**

See attached functional requirements document. In addition, the City will require the submission of the attached VENDOR INFO SECURITY ASSESSMENT (VISA) form that is required for all SaaS products.

## **2.3 Specific Security Requirements**

- 1 Encryption or equivalent security techniques are used to protect transmissions of user authentication and other confidential information passed over the Internet, mobile devices or other public networks.
- 2 Ensure that 1.2 Transport Layer Security (TLS) protocol or greater are only enabled
- 3 Ensure that websites have and maintain a valid certificate
- 4 Where possible Cloud Service Providers shall utilize REST APIs
- 5 Ensure the use of secure measures when transferring, storing and processing data
- 6 Maintain an Antivirus solution
- 7 Provide logical access security measures to restrict access to information resources not deemed to be public
- 8 Maintain procedures and safeguards to restrict physical and logical access to the defined system including, but not limited to, facilities, backup, and other system components such as firewalls, routers, media and servers
- 9 Procedures and safeguards exist to protect against unauthorized access to systems resources
- 10 Maintain procedures to protect against unauthorized access to system resources
- 11 Enable multifactor authentication, where feasible
- 12 Limit repeated access attempts by locking out the user ID after three failed logon attempts and require an administrator reenables the user ID.
- 13 If a session has been idle for more than 15 minutes, require the user to re-authenticate to re-activate the terminal or session.



- 14 Provide flexible and secure Single Sign-On integration to AD/LDAP
- 15 Provide architecture and dataflow diagrams for proposed system(s)
- 16 Provide documentation detailing any necessary firewall modifications needed to access application and/or external systems (i.e. opening of ports to external IP address)
- 17 Provide sufficient documentation and training to City staff for usability and administration where appropriate
- 18 Disable the use of unneeded ports
- 19 If/ when necessary secure (e.g. non-clear text and authenticated) standardized network protocols are used for the import and export of data to manage the service. Vendor shall provide a document to detail the relevant interoperability and portability standards utilized
- 20 Ensure that all system components and software are protected from known vulnerabilities by applying/maintaining applicable vendor-supplied security patches.
- 21 Maintain latest supported operating systems and updates
- 22 Cloud service provider maintains cybersecurity insurance
- 23 Maintain and follow procedures to identify, report and act upon system security breaches and other incidents
- 24 Maintain measures to prevent or mitigate threats
- 25 Performs employee background checks
- 26 Maintain User Acceptance Agreement with staff to adhere to data privacy, securely handling of data/system and leverage these assets and data for business purposes only
- 27 Maintain procedures to ensure personnel responsible for the design development, implementation, and operation of systems maintaining sensitive data have the qualifications and resources to fulfill their responsibilities
- 28 Maintain an information security awareness program that include annual training of staff
- 29 Developers are trained annually on up-to-date secure coding techniques, including how to avoid common coding vulnerabilities
- 30 Where applicable the vendor shall annually produce evidence of compliance with HIPAA and/or CJIS.
- 31 Cloud service provider ensures there are independent reviews and assessments performed at least annually. City requires the latest System and Organization Controls (SOC) Type 2 Audit Report



## 2.4 Pricing

Provide pricing that includes the following for (5) five years on an annual basis:

- Price for software on an annual basis per device (iPad) OR Enterprise Solution
- Price for Smart phone client per phone OR Enterprise Solution
- Price based on bulk purchases (1-50, 50-100, 100-150) if available
- Annual maintenance broken out to include:
  - o Annual (SaaS) Software as a Service pricing per client (iPad, Smart phone)
  - o CAD maintenance for interface
  - o Any other annual maintenance costs
- End user training (up to 100 students)
- End user training – Train the trainer format

## 3 Vendor Questionnaire

### 3.1 Proposal\*

\*Response required

### 3.2 Letter of Transmittal\*

Please upload your letter of Transmittal as a PDF here. Make sure to include the following items.

- A. Identify the submitting organization;



City of Santa Monica  
Fire Department  
Request for Proposals  
Preplan, Fire Inspection and other Fire Related Records Management Software

- B. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- C. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- D. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- E. Be signed by the person authorized to contractually obligate the organization;
- F. Acknowledge receipt of any and all amendments to this RFP.

\*Response required

### **3.3 Qualifications\***

Provide a brief summary of your company's history, its capabilities, and its recent relevant experience (last five years). Also, describe your demonstrated experience with similar projects and qualification including professional licenses and certifications.

\*Response required

### **3.4 Key Personnel\***

Describe the project team composition and include resumes of key personnel. Proposed members should be available for ninety (90) days from the proposal due date. The City must be promptly notified of any changes in key personnel prior to award.

\*Response required

### **3.5 References\***

List a minimum of three (3) references for whom comparable services were provided to in the last five (5) years. Include the name of the firm, name of the contact, telephone number of the contact, email address of contact (if available), brief description of the services provided and your firm's role, and the start and completion date.

\*Response required

### **3.6 Project Work Plan\***

Describe your understanding of the project and approach. Include deliverables, milestones, assumptions, and identify potential risks that could delay the project. List any resources you expect the City to provide.

\*Response required

### **3.7 Cost Proposal\***

Provide a proposed total fee outlining the proposal and identify the hourly fee schedule for all personnel to be involved in the project. The hourly rates should include fringe benefits, indirect costs and profit. The Consultant should also indicate what percentage of the scope of work is expected to be completed by each individual or pay classification





included in fee proposal. Additionally, if applicable, a schedule of reimbursable expenses should be included.

\*Response required

### **3.8 Other Required Responses**

#### **3.8.1 RFP Addenda if issued**

#### **3.8.2 Business License Requirements WHO NEEDS A BUSINESS LICENSE?**

1. Is this vendor physically located in the City of Santa Monica?

**Yes** (Vendor must have a City of Santa Monica business license - contact the Business License unit for the appropriate forms. Skip question 2 & continue to "ADDITIONAL REQUIREMENTS" section below)

**No** (Continue to the next question)

2. Does this vendor physically come into the City of Santa Monica to conduct business and/or make deliveries?

**Yes**(Vendor must have a City of Santa Monica Out-of City Business License. contact the Business License unit for the appropriate forms. Continue to "ADDITIONAL REQUIREMENTS" section below)

**No**(STOP, no license needed)

#### **ADDITIONAL REQUIREMENTS:**

If this vendor is located in or comes into the City of Santa Monica to conduct business, in addition to having a CITY OF SANTA MONICA BUSINESS LICENSE, they will be required to have insurance (see agreement for descriptions).

The business license documentation is only required from the successful Proposer.

#### **3.8.3 Notice Regarding Disclosure of Contents of Documents\***

All responses to this Request for Proposal (RFP) accepted by the City of Santa Monica (City) shall become the exclusive property of the City. All proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a contractor desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is



required or permitted under the California Public Records Act, or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

☐ Please confirm

\*Response required

### 3.9 Supplemental Questions

**3.9.1 Does your proposal meet at a minimum the specifications as outlined?\***

\*Response required

**3.9.2 If answered no in question 3.1, provide a full written explanation on a separate attachment titled " written responses to questions"..**  
\*

\*Response required

### 3.10 Vaccine Policy

**3.10.1 Vaccine Attestation\***

Upload signed form

\*Response required

## 4 Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p><b>Experience and Ability to Perform</b> Up to 20 points may be awarded based on the contractor's current availability and ability to demonstrate installation of the proposed software applications required by the City. Evaluation will be based on:</p> <ul style="list-style-type: none"> <li>• Vendor's current availability and ability to demonstrate design and implementation of the proposed software applications required by the City, within the desired timeframe.</li> <li>• Vendor's previous projects of comparable complexity, scale and nature; training and proven expertise in the area of work required; experience in projects completed for public entities; the firm's proposed work plan; and efficiency and timeliness in completion of projects. Quality and depth of references.</li> <li>• Experience and technical expertise of staff; relevant experience of key personnel based on resumes showing technical knowledge and experience.</li> <li>• Vendor willingness and ability to negotiate a contract, including ability to offer project financing and competitive finance terms.</li> <li>• Financial stability and resources of the vendor.</li> <li>• The ability to provide the City with approval of management and representatives assigned to the engagement and provide assurance of resources to accommodate changes or turnover in staff. Efficiency and timeliness in completion of projects; specifically note where required reporting deadlines were not met.</li> </ul>	Points Based	20 (20% of Total)
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2.	<p><b>Project Approach</b> Up to 15 points may be awarded based on the evaluation of the proposer's project approach and organizational change management strategy.</p> <ul style="list-style-type: none"> <li>• Level of integration between applications and demonstrated interfaces with external systems/devices.</li> <li>• Feasibility, timeliness and quality of implementation schedule, solution design, and conversion plans (if applicable).</li> <li>• Level of assistance to be provided by the vendor during the implementation process as part of the contract.</li> <li>• The approach to drive the people side of change, including training resources, number of hours and extent of user training.</li> <li>• Level of service and responsiveness that the vendor commits to providing after implementation.</li> <li>• Completeness of the proposal.</li> <li>• Adherence of the proposal to the format specified herein; all required information must be provided as indicated herein.</li> <li>• Quality and extent of the documentation to be provided.</li> </ul>	Points Based	15 (15% of Total)
3.	<p><b>Cost</b> Up to 25 points will be awarded based on a "Ratio Method." The proposer's cost must include the delivery of the proposed solutions, as well as any recurring costs (if any) as identified in the proposal. With this method, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest price. This is determined by applying the following formula:</p> <p>Lowest Price / Evaluated Price X maximum points available = Awarded Points</p> <p>Example: The cost for the lowest proposal is \$100,000. The next lowest proposal has a cost of \$125,000. The total points available for cost = 20 points.</p> <p><math>(\\$100,000 / \\$125,000) \times 25 = 20</math> Points.</p>	Points Based	25 (25% of Total)



4.	<b>Value Add/Breadth of Service</b> Points may be awarded based on the consultant's ability to provide insight and information, industry best practices and the ability to effectively communicate information to management and provide technical training or resources.	Points Based	20 (20% of Total)
5.	<b>Virtual Software Demo</b> The top three vendors will be invited to provide a software demonstration that shall include all fire-related modules	Points Based	20 (20% of Total)

## 5 Award Process

### 5.1 Selection

The City of Santa Monica, through either the City Council or the City Manager (or his designee) has the sole authority to select the consulting firm and reserves the right to reject any and all proposals. The City reserves the right to approve or reject all sub-consultants and engineers proposed to be retained by the prime consultant. Upon signing of the agreement, no change in proposed personnel or sub-consultants can be made without the City's review and written authorization.

By submitting a response to this RFP, prospective consultants waive the right to protest after award or seek any legal remedies whatsoever regarding any aspect of this RFP. The City reserves the right to select any number of finalists. In addition, the City reserves the right to issue written notice to all prospective consultants of any changes in the RFP terms or proposal submission schedule, should the City determine in its sole and absolute discretion that such changes are necessary.

The City reserves the right to request additional information from any proposing consultant and to reject any and all proposals. All original work products, including computer files, shall remain the property of the City.

The City reserves the right to retain an expert to evaluate the proposing consultant's work or qualifications at all stages in the selection process. Additionally, any contract entered into will be subject to termination at any stage if in the judgment of the City, such termination is in the best interest of the City. In the event such decision is made, appropriate written notice would be given before any termination and the consultant would be compensated on a pro-rata basis for work performed.

The responsible proposer whose proposal is the most advantageous to the City, taking to consideration all the evaluation factors will be recommended for the contract award. Notwithstanding the Evaluation Team's selection, the City reserves the right to award this RFP and the resultant Contract in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion. The City is the sole and



exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP.

## 5.2 Contract Award and Execution

Selection of a proposer with whom the City enters into contract negotiations with, or a recommendation of an award by the Evaluation Committee or any other party, does not constitute an award of Contract. Once the City formally awards the contract, the successful consultant will be notified to enter into an agreement. If the selected consultant does not enter into the agreement, the City will begin negotiations with the second highest ranking proposing consultant.

Please review all contract forms prior to submitting a proposal. The City of Santa Monica intends to use these forms as the baseline agreements with the successful consultant. The City will not entertain proposals to make material changes to the contract form once the project has been awarded. If you wish to request changes to the contracting forms, you must do so during the proposal process. In addition, the City requires compliance with several other policies and ordinances, proposing consultants will need to complete these Exhibits and submit with their Proposal.

The RFP document and the successful proposal response, as amended by agreement between the City of Santa Monica and the successful consultant, will become part of the contract documents. Additionally, the City of Santa Monica may verify the successful consultant's representations that appear in the proposal. Failure of the successful consultant to perform as represented may result in elimination of the successful consultant from further negotiation or in contract cancellation or termination.

No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a consultant shall be binding. The City of Santa Monica shall not be bound, or in any way obligated, until the City has awarded the contract and all documents have been executed. The proposing consultant may not incur any chargeable costs prior to final contract execution.

## 6 Terms & Conditions

### 6.1 Best Qualified Person Or Firm

The award, if any, will be made to the best qualified person or firm(s). In evaluating whether a proposer(s) is (are) the best qualified person or firm(s) pursuant to the Santa Monica Municipal Code, City staff may utilize some or all of the following criteria:

The training, credentials and experience of the person or firm;

The demonstrated competence, ability, capacity and skill of the person or firm to perform the contract or provide the services;



The capacity of the person or firm to perform the contract or provide the service promptly, within the time specified, and without delay;

The sufficiency of the person's or firm's financial and other resources;

The character, integrity, reputation and judgment of the person or firm;

The ability of the person or firm to provide such future service as may be needed;

The price which the person or firm proposes to charge, including whether the price is fair, reasonable and competitive; and

Any other factor which will further the intent set forth in Section 608 of the City Charter.

The City shall have absolute discretion in determining the applicability and weight or relative weight of some or all of the criteria listed above and is not required to select the lowest monetary proposer.

## **6.2 Receiving Time / Late Proposals**

It is the responsibility of proposer to see that their proposal is submitted with sufficient time to be received by the City prior to the proposal closing time. The receiving time in the City Office will be the governing time for acceptability of proposals.

**Late proposals are not accepted.**

## **6.3 Acceptance of Conditions Governing this RFP**

Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

## **6.4 Incurring Cost**

Any cost incurred by the proposer in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the proposer.

## **6.5 Prime Consultant Responsibility**

Any agreement that may result from the RFP shall specify that the prime consultant is solely responsible for fulfillment of the agreement with the City. The City will make agreement payments only to the prime consultant.

## **6.6 Sub-consultants**

Use of sub-consultants must be clearly explained in the proposal, and major sub-consultants must be identified by name. Prime consultants shall be wholly responsible for the entire performance whether or not sub-consultants are used.



## **6.7 Amended Proposals**

A proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. City personnel will not merge, collate, or assemble proposal materials.

## **6.8 Proposer's Rights to Withdraw Proposal**

Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The proposer must submit a written withdrawal request signed by the proposer's duly authorized representative addressed to the City Contact.

## **6.9 Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer, if one is requested.

## **6.10 Best and Final Offer**

The City reserves the right to request Best and Final Offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from the City. Information from competing proposals will not be disclosed to other proposers prior to submission of a Best and Final Offer.

## **6.11 Living Wage Requirement**

Any agreement issued as a result of this Request for Proposal may be subject to the City's Living Wage Ordinance, Santa Monica Municipal Code Chapter 4.65 (LWO), and its implementing regulations.

## **6.12 Disclosure of Proposal Contents**

All proposals are subject to the provisions of the California Public Records Act, California Government Code section 6250 et seq., and any information submitted with a response is a public record subject to disclosure, unless a specific exemption applies.

## **6.13 Notice Regarding Disclosure of Contents of Documents**

All responses to this Request for Proposal (RFP) accepted by the City of Santa Monica (City) shall become the exclusive property of the City. All proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are defined by the consultant as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a consultant desires not to be





considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act, or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

## **6.14 No Obligation**

This RFP in no manner obligates the City to the eventual rental, lease, purchase, etc., of any goods or services offered until a valid written agreement is executed by the City and the selected proposer.

## **6.15 Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Santa Monica.

## **6.16 Sufficient Appropriation**

Any agreement awarded for multiple years as a result of this RFP may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the selected proposer. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the selected proposer as final.

## **6.17 Errors and Restrictive Specifications**

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer should immediately notify the City Contact designated in Section I, B. Without disclosing the source of the request, the City may issue a written addendum to clarify the ambiguity, or to correct the problem, omission, or other error.

If prior to the submission date, a proposer knows of or should have known of an error in the RFP but fails to notify the City Contact of the error, the proposer shall submit their proposal at his, her or its own risk, and, if awarded an agreement, shall not be entitled to additional compensation or time by reason of error or its later correction.

## **6.18 Legal Review**

The City requires that all proposers agree to be bound by the General Requirements contained in this RFP.



## 6.19 Governing Law

This RFP, and any agreement entered into pursuant to this RFP, are governed by the laws of the State of California.

## 6.20 Oral Changes and Basis for Proposal

Proposers may not rely upon oral explanations. All changes and addenda will be issued in writing. Only information supplied by the City in writing through the City's Contact, or in this RFP should be used as the basis for the preparation of proposals.

## 6.21 Agreement Terms and Conditions

The agreement between the City and the selected proposer(s) will follow the format specified by the City and contain the terms and conditions set forth in Exhibit A, Professional Services Agreement. However, **the City reserves the right to negotiate with a successful proposer the final provisions or provisions in addition to those contained in this RFP.** The contents of this RFP, as revised and/or supplemented, and the successful proposal will be incorporated into and become part of the agreement.

Should a proposer object to any of the City's terms and conditions, as contained in this Section or in Exhibit A, that proposer must propose specific alternative language in his, her, or its proposal. Proposer must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. The City may or may not accept the alternative language. General references to the proposer's terms and conditions or attempts at complete substitutions are not acceptable to the City and may result in disqualification of the proposer.

## 6.22 Proposer's Terms and Conditions

Proposers must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in an agreement negotiated with the City.

## 6.23 Proposer Qualifications

The City may make such investigations as necessary to determine the ability of the proposer to adhere to the requirements specified within this RFP.

## 6.24 Right to Waive Minor Irregularities

The City reserves the right to waive minor irregularities and the right to waive mandatory requirements, provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.



## **6.25 Change in Agreement or Representatives**

The City reserves the right to require a change in the selected proposer or representatives if the assigned representatives are not, in the opinion of the City, meeting its needs adequately.

## **6.26 City Rights**

The City reserves the right to award the proposal to separate proposers on any of the services as set forth in the proposer's proposal. It is further understood that if the proposer to whom any recommended award is made fails to enter into an agreement with the City, award may be made to the next best qualified bidder, who shall be bound to perform as if she, he or it received the award in the first instance.

## **6.27 Right to Publish**

Throughout the duration of this procurement process and agreement term, potential proposers, and proposers, must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent agreement. Failure to adhere to this requirement may result in disqualification of the proposer or termination of the agreement.

## **6.28 Ownership of Proposals**

All documents submitted in response to the RFP shall become the property of the City of Santa Monica and are subject to the provisions of the California Public Records Act, as described in Section II. A. 11. herein.

## **6.29 Agreement Award**

Proposal will be evaluated by a committee comprised of City staff and may include outside contractors (the "Evaluation Committee"). The Evaluation Committee will make an award recommendation to City staff. City Council may give approval of the agreement and/or direct staff to negotiate the final terms and execute the agreement.

This agreement shall be awarded to the proposer or proposers whose proposal is best qualified, taking into consideration the evaluation factors set forth in the RFP. The most qualified proposal may or may not have received the most points or be the lowest cost proposal. Proposers will be notified when the award is being made or an award recommendation goes to the City Council for approval.

## **6.30 Protest Deadline**

All parties wishing to file a protest shall comply with the procedures set forth in Santa Monica Municipal Code section 2.24.260 found [here](#). Proposer may file a written protest with the Director of Finance no more than seven calendar days following the posting of



award recommendation on the City's online vendor portal website.  
**Protests received after the deadline will not be accepted.**

### **6.31 Records and Audits**

The Consultant shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Agreement, including the date, time and nature of services rendered. These records shall be maintained for a period of **three years** from the date of the final payment under this Agreement and shall be subject to inspection by City. The City shall have the right to audit any billings or examine any records maintained pursuant to this Agreement both before and after payment. Payment under this Agreement shall not foreclose the right of City to recover excessive and/or illegal payments.

### **6.32 Enforcement of Agreement/Waiver**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing and signed by the party alleged to have granted the waiver. A waiver by a party of any of its rights shall not be effective to waive any other rights.



**EXHIBIT B**

**Original Government Contract**

**Agreement No. 11304 (CCS)**

**SOFTWARE AS A SERVICE AGREEMENT**

This Software As A Service Agreement ("Agreement"), entered into on  
12/8/2022  
\_\_\_\_\_("Execution Date"), by and between Locality Media LLC DBA First  
Due ("First Due" or "Vendor"), a Delaware corporation, and the City of Santa Monica  
("City"), a California municipal corporation, is made with reference to the following:

**RECITALS**

- A. City is a municipal corporation duly organized and existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the Constitution of the State and the Charter of the City.
- B. City issued a Request for Proposal ("RFP") for a software application with pre-planning, fire inspection, and records management capabilities to be used by the Santa Monica Fire Department ("SMFD"). This software would provide users with relevant pre-incident plans associated with relevant buildings and can push notifications to mobile devices used by SMFD personnel. The software will help to mitigate anticipated emergencies at a specific facility. The software will also interface with the City's Computer aided Dispatch (CAD) System and can provide real-time data to Fire first responders. A copy of the RFP is attached hereto as Exhibit A.
- C. In response to the RFP, First Due submitted its proposal to provide the City with these Services ("Proposal"), a copy of which is attached hereto as Exhibit B. To implement the Proposal, First Due and City have agreed on the Statement of Work attached hereto as Exhibit C.
- D. First Due represents to City that it is qualified to do business, and is doing business, in the State of California. First Due further represents that it has the background, knowledge, experience, and expertise necessary to provide the services set forth in this Agreement.
- E. City and First Due desire to enter into this Agreement upon the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned Parties as follows:

#### **TERMS AND CONDITIONS**

- 1. Definitions.** The following definitions shall apply to the following terms as they appear in this Agreement:
  - 1.1.** “Affiliates” means, with respect to a Party, its parent company and subsidiaries and/or controlled corporations or entities which are directly or indirectly controlled by Party.
  - 1.2.** “City” means the City of Santa Monica.
  - 1.3.** “Client Party” means City and each of its Affiliates, Users, and Third-Party Users.
  - 1.4.** “Client Data” means all information and data provided or inputted by or on behalf of any Client Party for use with the System.
  - 1.5.** “Confidential Information” means: (i) Protected Information; (ii) all confidential and proprietary information of a Party, including, without limitation, business plans, strategies, products, software, source code, object code, clients, data models, discoveries, inventions, developments, know-how, improvements, works of authorship, concepts, or expressions thereof, whether or not subject to patents, copyright, trademark, trade secret protection or other intellectual property right protection; and (iii) all information any Client Party discloses, in writing, orally, or visually, to Vendor, or to which Vendor obtains access in connection with the negotiation and performance of this Agreement, and which relates to City, its employees, its third-party vendors or licensors, or any other individuals or entities that have made confidential or proprietary information available to City (or to Vendor acting on City’s behalf), that is marked or otherwise identified as confidential or proprietary or that, given the nature of the information, ought reasonably to be treated as proprietary or confidential. Vendor’s Confidential Information includes all Proprietary Rights with respect to the Software, Custom Software and Software Work Product.
  - 1.6.** “Agreement Work Product” means all Client Data and all information and data generated by Vendor or any Client Party using Client Data in relation to the performance of this Agreement, including aggregate data generated using Client Data.
  - 1.7.** “Custom Software” means specifically modified reports, dashboard panels, or other features or modules of the Software created by Vendor for City as described in the Proposal, Statement of Work or other documents attached as exhibits to this Agreement.

- 1.8.** “Data Breach” means the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of such information.
- 1.9.** “Documentation” means all user guides, videos, embedded help text, and other reference materials generally furnished with respect to the System, whether in printed or electronic format.
- 1.10.** “Party” in the singular refers to either of the parties to this Agreement, together with their Affiliates, while “Parties” in the plural refers to both the parties to this Agreement, together with their Affiliates.
- 1.11.** “Permissions” means the username and password provided to City by Vendor or by City to Users for each User, as the same may be modified under the System.
- 1.12.** “Proprietary Rights” means worldwide intellectual and proprietary property owned and/or properly licensed by a Party and all intellectual or proprietary property rights subsumed therein, including copyright, patent, trademark (including goodwill), trade dress, trade secret and know-how rights.
- 1.13.** “Protected Information” means information that identifies or is capable of identifying a specific individual, including but not limited to personally-identifiable information (PII), Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 CFR § 160.103), medical information other than Protected Health Information as defined under HIPAA and the HIPAA regulations, Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms), student records, or individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); the federal Fair and Accurate Credit Transactions Act (15 USC § 1601 et seq.); the federal Fair Credit Reporting Act (15 USC § 1681 et seq.); and California Streets and Highway Code § 31490.
- 1.14.** “SaaS Provider” means and refers to First Due, a Delaware based software corporation.
- 1.15.** “Services” means the Software, Custom Software, and Professional Services that are the subject of this Agreement and identified in the Statement of Work, together with any Updates and Upgrades thereto.



- 1.16.** “Service Interruption” means that any Client Party is unable to access the System as provided herein, excluding (i) scheduled maintenance windows of which City is notified at least 24 hours in advance and which occur outside of normal business hours; (ii) scheduled repairs of not more than two hours duration in any one week period of which City is notified at least four hours in advance and which occur outside of normal business hours; (iii) critical repairs including security updates where advance notice cannot be reasonably provided and (iv) interruptions caused by transmission errors, Internet service providers, vandalism, User error or other factors beyond Vendor’s or its direct Service Providers’ reasonable control.
- 1.17.** “Service Provider” means a third-party service provider of City, First Due, and/or any of their Affiliates.
- 1.18.** “Server” means and refers to the server(s) utilized by Vendor for the System as defined in this Agreement. First Due shall, in accordance with the notice provisions set forth in Section 13 below, keep the City’s Information System Department informed of the location and nature of the Server, in writing, throughout the Term of this Agreement.
- 1.19.** “Software” means the object code version of the software products set forth in the deliverables section of the Statement of Work and made available to City under this Agreement by Vendor.
- 1.20.** “Software Work Product” means software, programming, tools, documentation, and materials that are used, created, developed, or delivered by Vendor to City in connection with Custom Software, and all Proprietary Rights subsumed therein.
- 1.21.** “Statement of Work” means any statement of work entered into and mutually approved in writing by the parties pursuant to this Agreement, including in particular but not limited to the Statement of Work, the Proposal, and any other documents attached as exhibits to this Agreement.
- 1.22.** “System” means and refers to Vendor’s fully integrated web-based system, including the software, subscription service, and all other professional services, as specified in the Statement of Work, including any and all Upgrades and Updates. The System shall be accessible by any Client Party via a designated web site or IP address to be provided to City by First Due.
- 1.23.** “Third-Party Technology” means proprietary technology of third parties that Vendor provides, or enables access to, as part of the System.
- 1.24.** “Third-Party User” means any customer, consultant or Service Provider of any Client Party that is using or accessing the System on behalf of the Client Party.
- 1.25.** “Third-Party User Agreement” means the user agreement between a Third-Party User and First Due, as the same may be amended from time to time.

- 1.26.** “Updates” and “Upgrades” means maintenance revisions, improvements, modifications, bug fixes, patches, corrections and enhancements to System provided by Vendor generally to its customers. The term “Updates” shall not include custom reports or enhancements for which Vendor charges a separate or additional fee.
- 1.27.** “User” means any single employee, contractor, agent, customer, investor, consultant or Third-Party User of City or any of its Affiliates who uses or accesses the System.
- 1.28.** “Vendor” means and refers to First Due and any of its Affiliates.
- 2. Term.** The term of this Agreement shall be for a period of five years beginning on the Execution Date (“Term”), unless terminated earlier in accordance with Section 15 below.
- 3. System.**
- 3.1. Software License Grant.** Vendor hereby grants to City a nonexclusive and nontransferable license to use the System including all of the Software Licenses set forth in the Statement of Work. Vendor represents that it possesses all rights and interest in the System including the Software Licenses set forth in the Statement of Work.
- 3.2. Software as a Service.** Vendor agrees to provide a fully integrated web-based System via a subscription service as described in the Statement of Work and to grant any Client Party a non-exclusive right to access the System, including all Updates and Upgrades, via the Internet. Any Client Party may use the System solely for internal business of City in accordance with this Agreement, including the Statement of Work, and the applicable Third-Party User Agreement and Documentation.
- 3.3. System Implementation.** Vendor will configure, test and implement the System in accordance with the project schedule set forth in the Statement of Work. An estimated timeline for the implementation of the System is set forth in the project schedule attached hereto as Exhibit D, and such timeline may be amended from time to time by the Parties. System acceptance will be complete after the System has been in successful full use for a consecutive period of 30 days without significant malfunction or error. Any significant failure (no workaround or fix) of the System or need for software correction for Software provided by Vendor during the acceptance period shall extend the acceptance period on a day by day basis until the correction is fully completed.
- 3.4. System Maintenance and Support.** Vendor will maintain and support the System as set forth in the Statement of Work.

- 3.5. Vendor Hosted System Model.** Vendor will host the System and Client Data in a secure Internet accessible environment as described in the Statement of Work.
- 3.6. Users.** City may license the System to the number of authorized Users as set forth in the Statement of Work. Each authorized User shall access and use the System (i) in accordance with the terms of this Agreement, including the Statement of Work, and applicable Third-Party User Agreement and Documentation, and, (ii) when applicable, through a unique and reasonably secure username and password as further described in the Statement of Work, Third Party User Agreement or Documentation. The System allows City to grant different levels of access to Client Data, to different Users, as described in more detail in the Statement of Work. It is City's responsibility to designate the applicable access to be granted to each User. City shall cause all Users to comply with all obligations of City hereunder, to the extent applicable to Users. Except for City's and its Affiliates' system administrators and where reasonably necessary for administrative or security purposes, no User may use the username/user identification or password of any other User.
- 3.7. Third Party Access.** City shall also have the right for City and its Affiliates to permit Third Party Users to access or use the System in accordance with the terms and conditions of this Agreement, including the Statement of Work, provided that Third Party User has agreed in writing in advance to be bound by at least the same restrictions with respect to the System as City or has entered into a Third Party User Agreement with First Due. Any rights granted hereunder with respect to the System to Third Party Users shall expire or terminate immediately upon the termination of the Agreement in accordance with its terms. City shall be responsible for ensuring the compliance of each Client Party with the terms and conditions of this Agreement and the applicable Statement of Work.
- 3.8. Security.** First Due shall provide City with the ability to create, modify and assign Permissions required for each User to access the System. City shall be responsible for safeguarding the Permissions and otherwise complying with the password and security procedures that First Due may establish from time to time. City shall promptly notify First Due if City becomes aware that the security of its Permissions has been compromised.
- 3.9. Professional Services.** During the term of this Agreement, First Due will make available to City Professional Services as set forth in the Statement of Work. City may also contract for expanded services for additional days and hours in accordance with First Due's then-current policies and prices. Notwithstanding the foregoing, First Due will not be obligated to provide any support required as a result of, or with respect to, City's operating systems, networks,

hardware, or other related equipment of any Client Party use of the Services other than in accordance with the applicable Statement of Work and Documentation and as permitted under this Agreement.

**3.10. Service Level.** First Due shall provide the Service Levels set forth in the Statement of Work, including the 99.5% uptime requirement, and including response no less quickly than in accordance with the following priority levels:

- (a) A Level "A" Priority shall mean and refer to a System error that renders the System inoperable. First Due shall assign resources within the first hour and shall continue to work on the problem until the problem is resolved. Average resolution time shall be less than eight (8) hours.
- (b) A Level "B" Priority shall mean and refer to the detection of a System error that seriously impairs System operations but does not render the System inoperable. First Due shall assign resources within four (4) hours and continue to work on the problem until the problem is resolved.
- (c) A Level "C" Priority shall mean and refer to a minor problem, but of sufficient severity to warrant correction before the next scheduled Upgrade or Update. First Due shall assign resources sufficient to resolve the problem within no more than thirty (30) days.
- (d) A Level "D" Priority shall mean and refer to any other minor problems that do not severely affect the operation of the System. First Due shall incorporate corrections into the next scheduled Upgrade or Update.

**3.11. Backup.** First Due shall maintain a backup of all Agreement Data as set forth in the Statement of Work and shall, on written request from City, provide a copy of the backup to City.

**4. City Obligations.** City shall: (i) provide First Due with reasonable access to City's premises as appropriate to enable First Due to perform its obligations hereunder; (ii) provide adequate resources to participate in or facilitate the performance of the System; (iii) timely participate in meetings relating to the System; (iv) assign personnel to work in consultation with First Due; (v) safeguard the user ID's, passwords and other security data, methods and devices furnished to City in connection with the System and prevent unauthorized access to or use of the System; (vi) be responsible for City networks, equipment and system security required or appropriate in connection with the System; (vii) be responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of Client Data; (viii) transmit Client Data only in an encrypted format, to be mutually agreed by the parties; and (ix) take such other actions as are required of City pursuant to this Agreement, including any Statement of Work.

**5. Confidentiality.** The parties acknowledge and agree that for the implementation and operation of the System, each Party (the "Receiving Party") may have access to

certain Confidential Information of the other Party (the “Disclosing Party”), including Protected Information, that is exempt from disclosure to the public or other unauthorized persons under state and federal statutes. Each Party warrants and agrees as follows: (i) all such Confidential Information shall be kept confidential and protected from disclosure to any persons other than employees, agents, officers or representatives of such Party who have a need to know; and (ii) all such Confidential Information shall be held in the strictest of confidence and shall not be disclosed, disseminated or revealed to any other third party without the prior written permission of (a) for First Due, an authorized representative of First Due, and (b) for City, the Director of the City’s Fire Department and the City Attorney. Each Party shall ensure that its employees, officers, agents and representatives who are involved with this Agreement will be advised of the terms of this confidentiality clause and will be instructed that they are bound by this confidentiality clause. The following information shall not be considered Confidential Information subject to this Section: (i) information that is publicly available or later becomes available other than through a breach of this Agreement or a Data Breach; (ii) information that is known to the Receiving Party or its employees, agents or representatives prior to its disclosure by the Disclosing Party or is independently developed by the Receiving Party or its employees, agents or representatives subsequent to such disclosure; or (iii) information that is subsequently lawfully obtained by the Receiving Party or its employees, agents or representatives from a third party without obligations of confidentiality. If the Receiving Party is required by law to disclose any portion of the Disclosing Party’s Confidential Information in response to a subpoena, court order, or other similar document, including a request under the California Public Records Act, Receiving Party shall give prior timely notice of such disclosure to Disclosing Party to permit Disclosing Party to seek a protective or similar order, and, absent the entry of such an order, Receiving Party shall disclose only such Confidential Information as is necessary to be disclosed in response to such subpoena, court order, or other similar document, including a request under the California Public Records Act.

6. **Key Staffing Changes** In the event of any changes to First Due’s key staff assigned to this Agreement, First Due will notify the City as soon as reasonably possible. Further, First Due agrees that any replacement of key staff assigned to this Agreement will be made with individuals of comparable or higher experience or expertise.
7. **Compensation & Invoices.** The City will compensate First Due for the Services performed in a total amount not-to-exceed \$340,000 in accordance with the Fee, Budget, and Compensation Schedule attached as Exhibit E. First Due will invoice the City for the Services performed in accordance with Exhibit E, and the City will pay any undisputed amount set forth on a correct invoice within 30 days of receipt.
8. **Copyright and Other Restrictions.**

- 8.1. First Due's Proprietary Rights.** First Due owns all right, title and interest, including all related Proprietary Rights in and to, or related to the Software, Custom Software, Software Work Product and System, including all software programs contained therein. The First Due name, the First Due logos, and the product names associated with the System are trademarks of First Due or third parties, and no right or license is granted with respect to their use. The System may contain intellectual property belonging to third parties. All such intellectual property is and shall remain the property of its respective owners. Except for the limited rights expressly granted herein, all right, title and interest in and to the Software, Custom Software, Software Work Product, and System are reserved by First Due, and, except as expressly granted herein, nothing contained in this Agreement shall be construed as conferring any right, title, interest or license with respect to the Software, Custom Software, Software Work Product or System upon any Client Party, by implication, estoppel or otherwise. In addition, City agrees and acknowledges that First Due shall have an unlimited right to incorporate into any updates, upgrades, or modifications to the Software, Custom Software and the System rendered through use thereof all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by any Client Party relating to the System. Such Software, Custom Software and System, as updated, upgraded, or modified, shall be owned by First Due as provided in this Section. Nothing in this Section shall affect the ownership by City of any and all Agreement Work Product or other City proprietary information.
- 8.2. Restrictions.** Nothing in this Agreement shall be construed as a grant to City of any right to, and City shall not, and shall not permit any Client Party to: (i) reproduce, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the System or any portion thereof; (ii) distribute, disclose or allow use of any of the System, or any portion thereof, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third party; (iii) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the System in any manner; (iv) create derivative works from, modify or alter any of the System in any manner whatsoever; (v) interfere with any third party's use and enjoyment of the System; (vi) attempt to gain unauthorized access to the System, accounts, computer systems, or networks connected to any First Due's server; or (vii) use any robot, spider or other automatic device or manual process to monitor or copy portions of the System.
- 8.3. Agreement Work Product.** City shall own all right, title and interest in and to the Agreement Work Product, which shall never be deemed to be Software, Custom Software, System, or Software Work Product, even if delivered or incorporated therewith. First Due shall have no responsibility, whatsoever, for

the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of Client Data, and First Due shall not review, monitor or check the Client Data except as necessary to provide the System to Client and ensure the operation of the System in accordance with this Agreement. First Due shall not be responsible or liable, in any way, for the deletion, destruction, damage or loss of any Agreement Work Product through no fault of First Due or its providers without limiting First Due's liability to maintain backup data as set forth in the Statement of Work or First Due's obligations to maintain data security or in the event of a Data Breach as set forth in Sections 21 and 22 below.

**8.4. Software Work Product.** As between First Due and City, First Due shall be the sole and exclusive owner of all right, title, and interest in and to all Software Work Product and all Proprietary Rights subsumed therein. City expressly acknowledges and agrees that the Software Work Product shall not constitute work made-for-hire under the United States Copyright Act, and that First Due shall have the exclusive right to protect the Software Work Product by patent, copyright, or any other means. Software Work Product shall be made available to City as part of the System to the extent set forth in the Statement of Work, and City shall have no other right to use any Software Work Product.

**8.5 Notices of Infringement.** Upon notice from First Due, City agrees to reasonably cooperate with and assist First Due (at First Due's sole expense) in protecting, enforcing and defending First Due's rights in and to the System and any Software Work Product.

**9. System Warranty.** First Due warrants that the System will perform in all material respects in accordance with its Proposal, the Statement of Work, and any related Documentation when used in accordance with the terms of this Agreement on the hardware and with the third-party software specified by First Due from time to time. In the event of any breach by First Due of the warranty provided in this Section, First Due shall be required to repair or replace the nonconforming System, at First Due's sole expense, as described herein. First Due shall deliver to City a replacement System, a work-around and/or an error/bug fix as may be necessary to correct the nonconformity. If First Due is unable to repair or replace the nonconforming System through the remedy set forth above, then such remedy shall not be an exclusive remedy and City shall have all remedies available in law or equity.

**10. Services.** First Due represents and warrants that the Services shall be performed in a professional and commercially reasonable manner consistent with the standard of care exercised by First Due in performing similar services for other clients. City's remedy for breach of this warranty shall be re-performance of the nonconforming Services, provided that First Due must have received written notice of the nonconformity from City no later than 60 days after the original performance of the



Services by First Due. If First Due is unable to re-perform the nonconforming Service through the remedy set forth above, then such remedy shall not be an exclusive remedy and City shall have all remedies available in law or equity.

**11. Insurance.** Prior to commencing work, First Due must procure, maintain and pay for insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the System by Vendor or Vendor's agents, representatives, employees or subconsultants for the duration of this Agreement. First Due must obtain insurance that, at a minimum, meets the requirements for insurance set forth in Exhibit F, Insurance Requirements and Verifications.

**12. Indemnification.**

**12.1. General Indemnification.** First Due agrees to defend, indemnify, protect, and hold harmless City, its agents, officers, boards and commissions, and employees (collectively, "City Indemnitees") from and against any and all liability, claims, demands, damages, or costs, including but not limited to attorneys' fees, or payments for injury to any person or property (collectively, "Losses"), alleged to arise out of or result from any alleged acts, errors, or omissions of Vendor in connection with its performance under this Agreement. First Due's responsibilities under this Section 12.1 include liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City Indemnitees, which may be in combination with the acts or omissions of Vendor, its employees, agents or officers, or subconsultants; provided, however, that First Due's duty to defend, indemnify, protect and hold harmless shall not include any Losses arising from the sole negligence or willful misconduct of the City Indemnitees.

**12.2. Infringement Claims.** First Due agrees to indemnify, defend, settle, or pay any third-party claim or action against any Client Party for infringement of any U.S. patent or copyright arising from City's use in accordance with this Agreement of the System. If the System or any part of the System is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, First Due shall, at its own expense, either: (i) procure for City the right to continue to use the System; or (ii) modify the System to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the System; or (iii) replace the System with a functionally equivalent non-infringing program at no additional charge to City; or (iv) if none of the foregoing alternatives is reasonably available to First Due, terminate this Agreement and refund to City any prepaid but unearned fees paid to First Due.



**12.3. Conduct of Defense.** Notwithstanding First Due's obligation to defend the City Indemnitees hereunder, City has the right to conduct the defense of the City Indemnitees and obtain reimbursement for reasonable costs of defense from First Due, if City chooses to do so.

**13. Notices.** All notices, demands, requests or approvals to be given under this Agreement, must be in writing and will be deemed served when delivered personally, by email, or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

**13.1.** All notices, demands, requests or approvals to the City:

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City of Santa Monica  
333 Olympic Drive  
Santa Monica, CA 90401  
Attention: Tom Clemo  
Re: Agreement No. 11304 (CCS)

with a copy to:

Santa Monica City Attorney's Office  
1685 Main Street, Third Floor  
Santa Monica, CA 90401  
Attention: City Attorney  
Re: Agreement No. 11304 (CCS)

and to:

City of Santa Monica Information System Department  
1685 Main Street, Room 105  
Santa Monica, CA 90401  
Attention: Chief Information Officer  
Re: Agreement No. 11304 (CCS)

**13.2.** All notices, demands, requests or approvals to First Due:

First Due  
107 7th Street  
Garden City, NY 11530  
Attn: Andreas Huber  
[accounting@firstdue.com](mailto:accounting@firstdue.com)  
516-874-2258  
Re: Agreement No. 11304 (CCS)

**14. Prohibition Against Transfers.**

- 14.1.** First Due shall not assign, hypothecate or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City, which shall not be unreasonably withheld. Any attempt to do so without the City's consent shall be null and void, and any assignee, sublessee, hypothecatee or transferee shall acquire no right or interest by reason of such attempted assignment, sublease, hypothecation or transfer.
- 14.2.** Notwithstanding the foregoing, no written consent shall be required for First Due to assign, hypothecate or transfer this Agreement to (i) any parent or wholly owned subsidiary or (ii) to a successor by way of a merger, acquisition, sale, transfer or other disposition of all or substantially all of its assets, provided that for either (i) or (ii) First Due provides City with written notice of such assignment.
- 14.3.** The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of First Due or of any general partner or joint venturer or syndicate member of First Due, if a partnership or joint venture or

syndicate exists, which results in changing the control of First Due, will be construed as an assignment of this Agreement. Control means 50% or more of the voting power of the corporation.

## **15. Default and Termination.**

**15.1. Right to Terminate for Cause; Notice and Opportunity to Cure.** Either Party may terminate this agreement for cause if the other Party materially breaches any of the provisions of this Agreement and fails to cure such breach within 30 days after receipt of written notice thereof. In the event a longer period is required to complete a cure, the Parties may agree to extend such time periods provided that the breaching Party has commenced and continues to cure within the extended time period.

**15.2. Rights Upon Termination.** Upon termination of this Agreement by either party for any reason:

- i. All licenses granted to the City under this Agreement shall terminate and revert immediately to Vendor, subject to other provisions of this Agreement regarding the City's right to access Agreement Work Product.
- ii. First Due shall promptly transmit or cause to be transmitted the Agreement Work Product in a form readable and accessible by the City. First Due agrees to cooperate with the City for the transmittal of the information in a form reasonably acceptable by the City.
- iii. The City's rights to the Agreement Work Product shall be unequivocal and shall survive the termination of this Agreement.
- iv. Upon termination of this Agreement, City will pay First Due any compensation earned and unpaid up to the effective date of termination.

## **16. Records.**

**16.1.** First Due must maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by the City for any services provided where compensation is on the basis of hourly rates, subconsultant costs, or other direct costs. First Due must keep the records, together with supporting documents, separate from other documents and records and maintain them for a period of three years after receipt of final payment.

**16.2.** First Due must maintain records in sufficient detail to permit an evaluation of the Services and in accordance with generally accepted accounting principles. First Due must clearly identify all records and make them readily accessible to

the City. At the City's request, First Due must provide records in an electronic format and, if necessary, access to any proprietary software to view such electronic records.

- 16.3.** First Due must allow the City to have reasonable access to First Due's records to allow for an inspection of all work, data, documents, proceedings and activities related to this Agreement. The City has the right to examine or audit First Due's records, and First Due agrees to cooperate with any examination or audit of its records.

**17. Agreement Work Product; Reports.**

- 17.1.** Any Agreement Work Product prepared or caused to be prepared by Vendor or any subconsultant for this Agreement will be the exclusive property of City. No Agreement Work Product given to or prepared by Vendor or any subconsultant pursuant to this Agreement may be made available to any individual or organization by Vendor without prior written approval by City.

- 17.2.** At City's request, Vendor must furnish reports concerning the status of the Services.

- 18. Data Retention.** All Agreement Work Product is the property of the City. At any time during the term of this Agreement at the City's request or upon the termination of this Agreement for any reason, First Due shall, and shall instruct all authorized persons to, promptly return to the City all copies, whether in written, electronic or other form or media, of all Agreement Work Product in its possession or the possession of such authorized persons. First Due shall also securely dispose of all remaining copies in Vendor's possession, if the City so instructs, and certify in writing to the City that all Agreement Work Product, including Protected Information, has been returned to City or disposed of securely, as requested by the City. First Due shall comply with all directions provided by the City with respect to the return or disposal of Agreement Work Product, including Protected Information.

- 19. Standard of Care.** First Due agrees to provide all Services, including services performed by any subconsultant, in a manner consistent with the level of care and skill ordinarily exercised by members of First Due's profession under similar conditions.

**20. Subconsultants.**

- 20.1.** If First Due proposes to have any subconsultant perform any part of the Services, First Due must submit a request for approval in writing, describing the scope of work to be subcontracted, the name of the proposed subconsultant, and the total price or hourly rates used in preparing an estimated cost for the subconsultant's services. The City, in its sole discretion, may grant or deny the request.

**20.2.** First Due will be responsible for the quality of any subconsultant's work. Every subcontract or agreement of any kind entered into between First Due and any subconsultant (or between any subconsultant and others) must contain the following provision:

This agreement is consistent with all terms and conditions of the Agreement No. 11304 (CCS) entered into between the City of Santa Monica and First Due on 12/8/2022.

**21. Data Security.** To the extent First Due will collect, access, use, store, dispose of, or disclose Confidential Information, including Protected Information, the following provisions will apply.

**21.1.** First Due represents and warrants that it will comply with all applicable federal, state, and local privacy and data protection laws, as well as all other applicable regulations.

**21.2.** First Due shall implement administrative, physical and technical safeguards to ensure security of Confidential Information, including Protected Information, that are no less rigorous than accepted industry practices including National Institute of Standards and Technology (NIST) 800-53, Center for Internet Security (CIS) controls, the International Organization for Standardization's standards (ISO/IEC 27001:2013 – Information Security Management Systems – Requirements and ISO-IEC 27002:2013 – Code of Practice for Information Security Controls), the American Institute of Certified Public Accountants trust principals for security, confidentiality, and availability (SOC 1 and SOC 2), and the Information Technology Library (ITIL) standards. Vendor shall ensure that all such safeguards, including the manner in which Protected Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. First Due shall provide City with copies of: (a) its Data and Server Security Plan (as periodically updated); (b) its Business Continuity/Disaster Recovery Plan (as periodically updated); and (c) its annual SSAE 16 SOC 2 Audit Report, subject to these documents being treated as Confidential Information under the terms of this Agreement.

**21.3.** If in the course of this engagement First Due has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, First Due shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS at First Due's sole cost and expense.

- 21.4.** All employees and subcontractors given access to any Confidential Information, including Protected Information, must agree to abide by the terms of the Agreement and restrict use of Confidential Information, including Protected Information, only for subcontractors or employees' internal business purposes and only as necessary for the execution of the Agreement.
- 21.5.** First Due's failure to adequately protect Confidential Information, including Protected Information, resulting in a Data Breach is a material breach of this Agreement. In such event, City may terminate the Agreement effective immediately upon written notice to First Due without further liability or obligation to City.
- 21.6.** Upon City's request, to confirm First Due's compliance with this Agreement, as well as any applicable laws, regulations and industry standards, First Due grants City or, upon City's election, a third party on City's behalf, permission to perform an assessment, audit, examination or review of all controls in First Due's physical or technical environment in relation to all Confidential Information, including Protected Information, being handled and services being provided to City pursuant to this Agreement. First Due shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that processes, stores or transports Confidential Information, including Protected Information, for City pursuant to this Agreement. City may also request that First Due perform a self-audit of all security programs and controls. In addition, upon City's request, First Due shall provide City with the results of any audit performed by or on behalf of First Due that assesses the effectiveness of First Due's information security program as relevant to the security and confidentiality of Confidential Information, including Protected Information, shared during the course of this Agreement.
- 21.7.** First Due shall ensure all Confidential Information, including Protected Information, remains within the United States and is not transbordered out of the country without prior written authorization by City, which authorization may be withheld by City in its sole discretion.
- 22. Data Breach.** In the event of any Data Breach, First Due shall promptly notify City and cooperate with any remedial and notification requirements.
- 22.1.** First Due shall provide notice by email and telephone of any Data Breach as soon as possible, but no later than 3 business days after learning of the Data Breach. The notice shall include a detailed report of the information breached, including names, contact information, and data that was compromised.

- 22.2.** Immediately following notification of a Data Breach, First Due shall coordinate with City to jointly investigate the incident, and First Due agrees to (1) assist with any investigation; (2) provide City with access to facilities and operations impacted by the Data Breach; (3) provide status reports on any internal investigations as frequently as requested by City; (4) facilitate interviews with Vendor's employees and others involved in the Data Breach; and (5) make available all relevant documents and data, electronic or in paper form, necessary to comply with all applicable laws, regulation, industry standards as otherwise requested by City.
- 22.3.** First Due shall immediately remedy any Data Breach and, at First Due's sole expense, take all necessary steps to prevent any further Data Breach in accordance with all applicable privacy rights, laws, regulations, and standards.
- 22.4.** First Due shall not inform any third party of a Data Breach without first obtaining City's written consent to do so, other than to inform a complainant that the matter or inquiry has been forwarded to the appropriate City office for review or as otherwise required by law. First Due shall consult with City to determine (1) whether notice of a breach should be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law, regulation, or otherwise in the City's discretion; and (2) the content of any such notice, whether and what type of remediation may be offered, and the nature and extent of any such remediation.
- 22.5.** First Due shall fully cooperate in any litigation or other action deemed necessary by the City following any Data Breach.
- 23. Integrated Agreement.** This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modifications of this Agreement will be effective only by written execution signed by both City and First Due and approved as to form by the City Attorney. This Agreement is the product of negotiation and compromise between the parties. Accordingly, notwithstanding California Civil Code Section 1654, in the event of uncertainty, the language shall not be construed against the Party causing the uncertainty.
- 24. Permits and Licenses.** First Due, at its sole expense, shall obtain and maintain during the term of this Agreement, all required business and professional permits, licenses and certificates.
- 25. Compliance with Law.** Each Party shall comply with all applicable federal, state and local laws, including all ordinances, rules and regulations.

- 26. Nondiscrimination.** In rendering Services under this Agreement, First Due shall not discriminate based upon race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability and shall comply with the requirements of all federal, state and local law.
- 27. Governing Law.** The laws of the State of California, without regard to any choice of law provisions, will govern this Agreement.
- 28. Venue and Jurisdiction.** The City and First Due agree that a significant portion of the Services will take place in Los Angeles County and that any litigation arising out of this Agreement may only be brought in either the United States District Court, Central District of California, or the Superior Court of California, County of Los Angeles, West District, as appropriate. The Parties agree that venue exists in either court, and each Party expressly waives any right to transfer to another venue. The Parties further agree that either court will have personal jurisdiction over the Parties to this Agreement.
- 29. Survival of Terms and Obligations.** Any provision of this Agreement that by its nature must be exercised after termination of this Agreement will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.
- 30. Force Majeure.** In the event of delays to the performance of obligations (other than payment obligations) due to circumstances beyond each party's reasonable control, including without limitation, acts of God, fires, floods, earthquakes, wars, civil disturbances, terrorism, or sabotage (a "Force Majeure Event"), each Party will have no liability for any such failure or delay to the extent that it promptly uses commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder.
- 31. No Third-Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any party other than the Parties to this Agreement.
- 32. Publicity.** Without prior written approval signed by an authorized representative of the other Party, neither Party shall, directly or indirectly, (i) use the other Party's name or any of the other Party's trademarks, service marks or logos, or (ii) make any public announcement related to this Agreement or the System. Notwithstanding the foregoing, First Due may disclose the fact that City has procured a license for the System; provided that First Due will not make any public announcement of such fact or state or imply that City endorses or recommends the Services without the prior written permission of City.
- 33. Severability.** In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, such provision shall be limited or eliminated to the



minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

**34. Waiver.** A waiver of any breach of this Agreement may not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

**35. Execution in Counterparts.** This Agreement may be executed in counterparts with the same effect as if both parties hereto had executed the same document. All counterparts shall be construed together and shall constitute a single modification. Any signature to this Agreement transmitted electronically through DocuSign or PDF shall be deemed an original signature and be binding upon the parties hereto (it being agreed that such electronic signature shall have the same force and effect as an original signature).

**36. Piggyback Clause.** First Due acknowledges and agrees that for the duration of the Term it shall make all commercially reasonable best efforts to offer the same terms and conditions for the Services provided to the City under this Agreement to other similarly situated public agencies seeking such services. First Due agrees that it will assist those agencies' efforts to "piggy back" off of this Agreement for their own respective agreements with First Due.

**37. Exhibits.** The following exhibits are incorporated by reference into this Agreement as though fully set forth herein.

Exhibit A	Request for Proposals
Exhibit B	First Due's Proposal
Exhibit C	Statement of Work
Exhibit D	Project Schedule
Exhibit E	Fee, Budget and Compensation Schedule
Exhibit F	Insurance Requirements

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

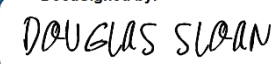
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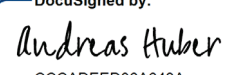
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City Clerk

CITY OF SANTA MONICA,  
a municipal corporation

DocuSigned by:  
  
By: \_\_\_\_\_  
FACEAAD3F66A489...  
City Manager

APPROVED AS TO FORM:

DocuSigned by:  
  
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City Attorney

DocuSigned by:  
  
By: \_\_\_\_\_  
CCCADEED06A643A...  
Andreas Huber  
  
Locality Media, Inc.  
  
CEO

**Exhibit A**  
**Request for Proposals**

# CITY OF SANTA MONICA



[www.firstdue.com](http://www.firstdue.com/products/communityconnect)  
[/products/communityconnect](http://www.firstdue.com/products/communityconnect)

## PREPLAN, FIRE INSPECTION AND OTHER FIRE RELATED RECORDS MANAGEMENT SOFTWARE

### REQUEST FOR PROPOSALS

Fire Department

RELEASE DATE: January 26, 2022  
DEADLINE FOR QUESTIONS: February 7, 2022  
RESPONSE DEADLINE: February 14, 2022, 5:00 pm

APPROVED FOR ADVERTISEMENT

CITY CONTACT:  
Tom Clemo

## **City of Santa Monica**

### **Request for Proposals**

#### ***Preplan, Fire Inspection and other Fire Related Records Management Software***

## **Table of Contents**

- 1. Introduction**
- 2. Scope of Work**
- 3. Vendor Questionnaire**
- 4. Evaluation Criteria**
- 5. Award Process**
- 6. Terms & Conditions**

#### **Attachments:**

A - Proposer Checklist

B - Non-Discrimination Policy, Debarment Certification & Non-Collusion Declaration

C - FY21-22 Living Wage Certification

D - Functional Requirements - Final

E - City of Santa Monica VISA Questionnaire

E - Certificate of Compliance

F - OAKS INITIATIVE FORM

F - Software as a Service (SaaS)

G - MandatoryVaccinationPolicy-PfizerApproved\_8-23-21

H - COVID 19 Vaccine Policy Attestation

# 1 INTRODUCTION

## 1.1 Summary

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/products/communityconnect

The City of Santa Monica, (referred to hereafter as “the City”) is inviting proposals from qualified persons or firms interested in preplan and fire inspection SaaS SOFTWARE for a term of five (5) years, to be exercised at the City’s sole discretion.

## 1.2 Contact Information

The City has designated Tom Clemo, as its contact (the “City Contact”) for this request for proposals (this “RFP”). The City Contact’s information is listed below:

Any inquiries or requests regarding this procurement should be submitted via ProcureNow. Other City officers, agents, employees or representatives do not have authority to respond on behalf of the City. Contact with unauthorized City personnel during the selection process may result in disqualification.

### **Project Contact:**

#### **Tom Clemo**

Deputy Chief  
333 Olympic Drive  
Santa Monica, CA 90401  
Email: [tom.clemo@santamonica.gov](mailto:tom.clemo@santamonica.gov)  
Phone: [\(310\) 458-8666](tel:(310)458-8666)

### **Procurement Contact:**

#### **Kellee Mac Donald**

Sr. Buyer  
1685 Main St. Mail Stop #9  
Santa Monica, CA 90401  
Email: [kellee.macdonald@santamonica.gov](mailto:kellee.macdonald@santamonica.gov)  
Phone: [\(310\) 458-8797](tel:(310)458-8797)

### **Department:**

Fire Department

### **Department Head:**

Wolfgang Knabe  
Interim Fire Chief

## 1.3 Timeline

Proposal Calendar

The following is a list of key dates:



City of Santa Monica  
Fire Department  
Request for Proposals  
Preplan, Fire Inspection and other Fire Related Records Management Software

<b>Release Project Date</b>	January 26, 2022
<b>Question Submission Deadline</b>	February 7, 2022, 5:00pm
<b>Question Response Deadline</b>	February 9, 2022, 5:00pm <a href="http://www.firstdue.com/products/communityconnect">www.firstdue.com/products/communityconnect</a>
<b>Proposal Submission Deadline</b>	February 14, 2022, 5:00pm

## 2 SCOPE OF WORK

Insert detailed statement/scope of work and deliverables including reporting requirements. List the criteria that must be met and that will be used to score and evaluate the proposals.

### 2.1 Scope of Work

The City of Santa Monica is seeking a SaaS based Preplan and Fire Inspection Software that is iOS based and functions on existing iPads owned by the Fire Department. Santa Monica Fire runs approximately 17,000 calls annually from (5) five stations with (7) seven front line engines, (1) one staffed ladder truck, (1) one Hazardous Materials Unit and (1) one Battalion Chief. The department utilizes approximately (40) forty iPads and (30) thirty cell phones. Additionally, the Solution provider will provide a software as a service application that provides an automated preplanning software that can be viewed by responding units based on the address of the incident. The software shall have an interface to the City's Computer aided Dispatch (CAD) System. The software will search all publicly available databases related to the incident address and present the findings to the first responders on the mobile device.

Additionally, the Solution provider will support situational awareness by displaying a list of all current active incidents and provides push notifications to users. From the incident view, users can view any relevant pre-incident plans associated with the building, the push notifications shall be available on iOS and Android mobile devices.

The solution provider will also allow Fire Inspection Personnel to access all of the City's current fire inspection data and allow for in the field electronic inspections of occupancies contained in the database. This shall include the functionality to create an inspection report following the inspection with capability to print or send to the customer electronically. The software shall also include the ability to create, issue and track annual permits. The software shall also include the ability to create billing invoices and track the payment from issuance to final payment. The software shall have the automated functionality or tool to export billing data to the City's Tyler Munis Enterprise Resource Provider (ERP) and/or the City's Utility billing system Harris NorthStar for the



automated processing of inspection invoices. The system shall have the functionality to create analytic reports of inspection, permit and invoice data. The software shall function on the existing iPads owned by the fire department. As added value, the Fire Department will also evaluate any additional modules within the software platform, up to and including NFIRS compliant incident reporting, Asset Management, Learning Management, Hydrant Inspections, pre-built data dashboards, and any other fire service-related modules.

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The City anticipates the replacement of its current CAD system in 2022. Functional requirements for this system are currently being finalized. It is expected that this software interfaces with the existing Central Square CAD system and then transition to the new CAD system when it comes online. An open API is included in the current functional requirements of the new system.

## 2.2 Project Requirements

See attached functional requirements document. In addition, the City will require the submission of the attached VENDOR INFO SECURITY ASSESSMENT (VISA) form that is required for all SaaS products.

## 2.3 Specific Security Requirements

- 1 Encryption or equivalent security techniques are used to protect transmissions of user authentication and other confidential information passed over the Internet, mobile devices or other public networks.
- 2 Ensure that 1.2 Transport Layer Security (TLS) protocol or greater are only enabled
- 3 Ensure that websites have and maintain a valid certificate
- 4 Where possible Cloud Service Providers shall utilize REST APIs
- 5 Ensure the use of secure measures when transferring, storing and processing data
- 6 Maintain an Antivirus solution
- 7 Provide logical access security measures to restrict access to information resources not deemed to be public
- 8 Maintain procedures and safeguards to restrict physical and logical access to the defined system including, but not limited to, facilities, backup, and other system components such as firewalls, routers, media and servers
- 9 Procedures and safeguards exist to protect against unauthorized access to systems resources
- 10 Maintain procedures to protect against unauthorized access to system resources
- 11 Enable multifactor authentication, where feasible
- 12 Limit repeated access attempts by locking out the user ID after three failed logon attempts and require an administrator reenables the user ID.



13 If a session has been idle for more than 15 minutes, require the user to re-authenticate to re-activate the terminal or session.

14 Provide flexible and secure Single Sign-On integration to AD/LDAP

15 Provide architecture and dataflow diagrams for proposed system(s)

16 Provide documentation detailing any necessary firewall modifications needed to access application and/or external systems (i.e. opening of ports to external IP address)

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ipaddress/communityconnect

17 Provide sufficient documentation and training to City staff for usability and administration where appropriate

18 Disable the use of unneeded ports

19 If/ when necessary secure (e.g. non-clear text and authenticated) standardized network protocols are used for the import and export of data to manage the service. Vendor shall provide a document to detail the relevant interoperability and portability standards utilized

20 Ensure that all system components and software are protected from known vulnerabilities by applying/maintaining applicable vendor-supplied security patches.

21 Maintain latest supported operating systems and updates

22 Cloud service provider maintains cybersecurity insurance

23 Maintain and follow procedures to identify, report and act upon system security breaches and other incidents

24 Maintain measures to prevent or mitigate threats

25 Performs employee background checks

26 Maintain User Acceptance Agreement with staff to adhere to data privacy, securely handling of data/system and leverage these assets and data for business purposes only

27 Maintain procedures to ensure personnel responsible for the design development, implementation, and operation of systems maintaining sensitive data have the qualifications and resources to fulfill their responsibilities

28 Maintain an information security awareness program that include annual training of staff

29 Developers are trained annually on up-to-date secure coding techniques, including how to avoid common coding vulnerabilities

30 Where applicable the vendor shall annually produce evidence of compliance with HIPAA and/or CJIS.

31 Cloud service provider ensures there are independent reviews and assessments performed at least annually. City requires the latest System and Organization Controls (SOC) Type 2 Audit Report





## 2.4 Pricing

Provide pricing that includes the following for (5) five years on an annual basis:

- Price for software on an annual basis per device (iPad) OR Enterprise Solution
- Price for Smart phone client per phone OR Enterprise Solution
- Price based on bulk purchases (1-50, 50-100, 100-150) if available
- Annual maintenance broken out to include:
  - o Annual (SaaS) Software as a Service pricing per client (iPad, Smart phone)
  - o CAD maintenance for interface
  - o Any other annual maintenance costs
- End user training (up to 100 students)
- End user training – Train the trainer format

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## 3 VENDOR QUESTIONNAIRE

### 3.1 Proposal\*

\*Response required

### 3.2 Letter of Transmittal\*

Please upload your letter of Transmittal as a PDF here. Make sure to include the following items.

- A. Identify the submitting organization;
- B. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- C. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- D. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- E. Be signed by the person authorized to contractually obligate the organization;
- F. Acknowledge receipt of any and all amendments to this RFP.

\*Response required



### 3.3 Qualifications\*

Provide a brief summary of your company's history, its capabilities, and its recent relevant experience (last five years). Also, describe your demonstrated experience with similar projects and qualification including professional licenses and certifications.

\*Response required

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/products/communityconnect](http://www.firstdue.com/products/communityconnect)

### 3.4 Key Personnel\*

Describe the project team composition and include resumes of key personnel. Proposed members should be available for ninety (90) days from the proposal due date. The City must be promptly notified of any changes in key personnel prior to award.

\*Response required

### 3.5 References\*

List a minimum of three (3) references for whom comparable services were provided to in the last five (5) years. Include the name of the firm, name of the contact, telephone number of the contact, email address of contact (if available), brief description of the services provided and your firm's role, and the start and completion date.

\*Response required

### 3.6 Project Work Plan\*

Describe your understanding of the project and approach. Include deliverables, milestones, assumptions, and identify potential risks that could delay the project. List any resources you expect the City to provide.

\*Response required

### 3.7 Cost Proposal\*

Provide a proposed total fee outlining the proposal and identify the hourly fee schedule for all personnel to be involved in the project. The hourly rates should include fringe benefits, indirect costs and profit. The Consultant should also indicate what percentage of the scope of work is expected to be completed by each individual or pay classification included in fee proposal. Additionally, if applicable, a schedule of reimbursable expenses should be included.

\*Response required

### 3.8 Other Required Responses

#### 3.8.1 RFP Addenda if issued

#### 3.8.2 Business License Requirements

#### WHO NEEDS A BUSINESS LICENSE?



City of Santa Monica  
Fire Department  
Request for Proposals  
Preplan, Fire Inspection and other Fire Related Records Management Software

1. Is this vendor physically located in the City of Santa Monica?

**Yes** (Vendor must have a City of Santa Monica business license - contact the Business License unit for the appropriate forms. Skip question 2 & continue to "ADDITIONAL REQUIREMENTS" section below)

**No** (Continue to the next question)

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2. Does this vendor physically come into the City of Santa Monica to conduct business and/or make deliveries?

**Yes** (Vendor must have a City of Santa Monica Out-of City Business License. contact the Business License unit for the appropriate forms. Continue to "ADDITIONAL REQUIREMENTS" section below)

**No** (STOP, no license needed)

### **ADDITIONAL REQUIREMENTS:**

If this vendor is located in or comes into the City of Santa Monica to conduct business, in addition to having a CITY OF SANTA MONICA BUSINESS LICENSE, they will be required to have insurance (see agreement for descriptions).

The business license documentation is only required from the successful Proposer.

### **3.8.3 Notice Regarding Disclosure of Contents of Documents\***

All responses to this Request for Proposal (RFP) accepted by the City of Santa Monica (City) shall become the exclusive property of the City. All proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a contractor desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act, or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

☐ Please confirm

\*Response required

## **3.9 Supplemental Questions**

### **3.9.1 Does your proposal meet at a minimum the specifications as outlined?\***

\*Response required



City of Santa Monica  
Fire Department  
Request for Proposals  
Preplan, Fire Inspection and other Fire Related Records Management Software

**3.9.2 If answered no in question 3.1, provide a full written explanation on a separate attachment titled " written responses to questions"..**  
**\***

\*Response required

**3.10 Vaccine Policy**

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**3.10.1 Vaccine Attestation\***

Upload signed form

\*Response required

**4 EVALUATION CRITERIA**

No.	Evaluation Criteria	Scoring Method	Weight (Points)
-----	---------------------	----------------	-----------------



1.	<p><b>Experience and Ability to Perform</b> Up to 20 points may be awarded based on the contractor's current availability and ability to demonstrate installation of the proposed software applications required by the City. Evaluation will be based on:</p> <ul style="list-style-type: none"> <li>• Vendor's current availability and ability to demonstrate design and implementation of the proposed software applications required by the City, within the desired timeframe.</li> <li>• Vendor's previous projects of comparable complexity, scale and nature; training and proven expertise in the area of work required; experience in projects completed for public entities; the firm's proposed work plan; and efficiency and timeliness in completion of projects. Quality and depth of references.</li> <li>• Experience and technical expertise of staff; relevant experience of key personnel based on resumes showing technical knowledge and experience.</li> <li>• Vendor willingness and ability to negotiate a contract, including ability to offer project financing and competitive finance terms.</li> <li>• Financial stability and resources of the vendor.</li> <li>• The ability to provide the City with approval of management and representatives assigned to the engagement and provide assurance of resources to accommodate changes or turnover in staff. Efficiency and timeliness in completion of projects; specifically note where required reporting deadlines were not met.</li> </ul>	Points Based	<p>20 (20% of Total)</p> <p><a href="http://www.firstdue.com/products/communityconnect">www.firstdue.com /products/communityconnect</a></p>
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2.	<p><b>Project Approach</b> Up to 15 points may be awarded based on the evaluation of the proposer's project approach and organizational change management strategy.</p> <ul style="list-style-type: none"> <li>• Level of integration between applications and demonstrated interfaces with external systems/devices.</li> <li>• Feasibility, timeliness and quality of implementation schedule, solution design, and conversion plans (if applicable).</li> <li>• Level of assistance to be provided by the vendor during the implementation process as part of the contract.</li> <li>• The approach to drive the people side of change, including training resources, number of hours and extent of user training.</li> <li>• Level of service and responsiveness that the vendor commits to providing after implementation.</li> <li>• Completeness of the proposal.</li> <li>• Adherence of the proposal to the format specified herein; all required information must be provided as indicated herein.</li> <li>• Quality and extent of the documentation to be provided.</li> </ul>	Points Based	<p>15 (15% of Total)</p> <p><a href="http://www.firstdue.com/products/communityconnect">www.firstdue.com /products/communityconnect</a></p>
3.	<p><b>Cost</b> Up to 25 points will be awarded based on a "Ratio Method." The proposer's cost must include the delivery of the proposed solutions, as well as any recurring costs (if any) as identified in the proposal. With this method, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest price. This is determined by applying the following formula:</p> <p>Lowest Price / Evaluated Price X maximum points available = Awarded Points</p> <p>Example: The cost for the lowest proposal is \$100,000. The next lowest proposal has a cost of \$125,000. The total points available for cost = 20 points.</p> <p><math>(\\$100,000 / \\$125,000) \times 25 = 20</math> Points.</p>	Points Based	<p>25 (25% of Total)</p>



4.	<b>Value Add/Breadth of Service</b> Points may be awarded based on the consultant's ability to provide insight and information, industry best practices and the ability to effectively communicate information to management and provide technical training or resources.	Points Based	20 (20% of Total)
5.	<b>Virtual Software Demo</b> The top three vendors will be invited to provide a software demonstration that shall include all fire-related modules	Points Based	20 (20% of Total)

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## 5 AWARD PROCESS

### 5.1 Selection

The City of Santa Monica, through either the City Council or the City Manager (or his designee) has the sole authority to select the consulting firm and reserves the right to reject any and all proposals. The City reserves the right to approve or reject all sub-consultants and engineers proposed to be retained by the prime consultant. Upon signing of the agreement, no change in proposed personnel or sub-consultants can be made without the City's review and written authorization.

By submitting a response to this RFP, prospective consultants waive the right to protest after award or seek any legal remedies whatsoever regarding any aspect of this RFP. The City reserves the right to select any number of finalists. In addition, the City reserves the right to issue written notice to all prospective consultants of any changes in the RFP terms or proposal submission schedule, should the City determine in its sole and absolute discretion that such changes are necessary.

The City reserves the right to request additional information from any proposing consultant and to reject any and all proposals. All original work products, including computer files, shall remain the property of the City.

The City reserves the right to retain an expert to evaluate the proposing consultant's work or qualifications at all stages in the selection process. Additionally, any contract entered into will be subject to termination at any stage if in the judgment of the City, such termination is in the best interest of the City. In the event such decision is made, appropriate written notice would be given before any termination and the consultant would be compensated on a pro-rata basis for work performed.

The responsible proposer whose proposal is the most advantageous to the City, taking into consideration all the evaluation factors will be recommended for the contract award. Notwithstanding the Evaluation Team's selection, the City reserves the right to award



this RFP and the resultant Contract in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion. The City is the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP.

## 5.2 Contract Award and Execution

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Selection of a proposer with whom the City enters into contract negotiations with, or a recommendation of an award by the Evaluation Committee or any other party, does not constitute an award of Contract. Once the City formally awards the contract, the successful consultant will be notified to enter into an agreement. If the selected consultant does not enter into the agreement, the City will begin negotiations with the second highest ranking proposing consultant.

Please review all contract forms prior to submitting a proposal. The City of Santa Monica intends to use these forms as the baseline agreements with the successful consultant. The City will not entertain proposals to make material changes to the contract form once the project has been awarded. If you wish to request changes to the contracting forms, you must do so during the proposal process. In addition, the City requires compliance with several other policies and ordinances, proposing consultants will need to complete these Exhibits and submit with their Proposal.

The RFP document and the successful proposal response, as amended by agreement between the City of Santa Monica and the successful consultant, will become part of the contract documents. Additionally, the City of Santa Monica may verify the successful consultant's representations that appear in the proposal. Failure of the successful consultant to perform as represented may result in elimination of the successful consultant from further negotiation or in contract cancellation or termination.

No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a consultant shall be binding. The City of Santa Monica shall not be bound, or in any way obligated, until the City has awarded the contract and all documents have been executed. The proposing consultant may not incur any chargeable costs prior to final contract execution.

## 6 TERMS & CONDITIONS

### 6.1 Best Qualified Person Or Firm

The award, if any, will be made to the best qualified person or firm(s). In evaluating whether a proposer(s) is (are) the best qualified person or firm(s) pursuant to the Santa Monica Municipal Code, City staff may utilize some or all of the following criteria:

The training, credentials and experience of the person or firm;



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The demonstrated competence, ability, capacity and skill of the person or firm to perform the contract or provide the services;

The capacity of the person or firm to perform the contract or provide the service promptly, within the time specified, and without delay;

The sufficiency of the person's or firm's financial and other resources;

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The character, integrity, reputation and judgment of the person or firm;

The ability of the person or firm to provide such future service as may be needed;

The price which the person or firm proposes to charge, including whether the price is fair, reasonable and competitive; and

Any other factor which will further the intent set forth in Section 608 of the City Charter.

The City shall have absolute discretion in determining the applicability and weight or relative weight of some or all of the criteria listed above and is not required to select the lowest monetary proposer.

## **6.2 Receiving Time / Late Proposals**

It is the responsibility of proposer to see that their proposal is submitted with sufficient time to be received by the City prior to the proposal closing time. The receiving time in the City Office will be the governing time for acceptability of proposals.

**Late proposals are not accepted.**

## **6.3 Acceptance of Conditions Governing this RFP**

Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

## **6.4 Incurring Cost**

Any cost incurred by the proposer in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the proposer.

## **6.5 Prime Consultant Responsibility**

Any agreement that may result from the RFP shall specify that the prime consultant is solely responsible for fulfillment of the agreement with the City. The City will make agreement payments only to the prime consultant.



## 6.6 Sub-consultants

Use of sub-consultants must be clearly explained in the proposal, and major sub-consultants must be identified by name. Prime consultants shall be wholly responsible for the entire performance whether or not sub-consultants are used.

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## 6.7 Amended Proposals

A proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. City personnel will not merge, collate, or assemble proposal materials.

## 6.8 Proposer's Rights to Withdraw Proposal

Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The proposer must submit a written withdrawal request signed by the proposer's duly authorized representative addressed to the City Contact.

## 6.9 Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer, if one is requested.

## 6.10 Best and Final Offer

The City reserves the right to request Best and Final Offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from the City. Information from competing proposals will not be disclosed to other proposers prior to submission of a Best and Final Offer.

## 6.11 Living Wage Requirement

Any agreement issued as a result of this Request for Proposal may be subject to the City's Living Wage Ordinance, Santa Monica Municipal Code Chapter 4.65 (LWO), and its implementing regulations.

## 6.12 Disclosure of Proposal Contents

All proposals are subject to the provisions of the California Public Records Act, California Government Code section 6250 et seq., and any information submitted with a response is a public record subject to disclosure, unless a specific exemption applies.



## 6.13 Notice Regarding Disclosure of Contents of Documents

All responses to this Request for Proposal (RFP) accepted by the City of Santa Monica (City) shall become the exclusive property of the City. All proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are defined by the consultant as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a consultant desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act, or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

## 6.14 No Obligation

This RFP in no manner obligates the City to the eventual rental, lease, purchase, etc., of any goods or services offered until a valid written agreement is executed by the City and the selected proposer.

## 6.15 Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Santa Monica.

## 6.16 Sufficient Appropriation

Any agreement awarded for multiple years as a result of this RFP may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the selected proposer. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the selected proposer as final.

## 6.17 Errors and Restrictive Specifications

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer should immediately notify the City Contact designated in Section I, B. Without disclosing the source of the request, the City may issue a written addendum to clarify the ambiguity, or to correct the problem, omission, or other error.

If prior to the submission date, a proposer knows of or should have known of an error in the RFP but fails to notify the City Contact of the error, the proposer shall submit their proposal at his, her or its own risk, and, if awarded an agreement, shall not be entitled to additional compensation or time by reason of error or its later correction.



## 6.18 Legal Review

The City requires that all proposers agree to be bound by the General Requirements contained in this RFP.

## 6.19 Governing Law

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This RFP, and any agreement entered into pursuant to this RFP, are governed by the laws of the State of California.

## 6.20 Oral Changes and Basis for Proposal

Proposers may not rely upon oral explanations. All changes and addenda will be issued in writing. Only information supplied by the City in writing through the City's Contact, or in this RFP should be used as the basis for the preparation of proposals.

## 6.21 Agreement Terms and Conditions

The agreement between the City and the selected proposer(s) will follow the format specified by the City and contain the terms and conditions set forth in Exhibit A, Professional Services Agreement. However, **the City reserves the right to negotiate with a successful proposer the final provisions or provisions in addition to those contained in this RFP.** The contents of this RFP, as revised and/or supplemented, and the successful proposal will be incorporated into and become part of the agreement.

Should a proposer object to any of the City's terms and conditions, as contained in this Section or in Exhibit A, that proposer must propose specific alternative language in his, her, or its proposal. Proposer must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. The City may or may not accept the alternative language. General references to the proposer's terms and conditions or attempts at complete substitutions are not acceptable to the City and may result in disqualification of the proposer.

## 6.22 Proposer's Terms and Conditions

Proposers must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in an agreement negotiated with the City.

## 6.23 Proposer Qualifications

The City may make such investigations as necessary to determine the ability of the proposer to adhere to the requirements specified within this RFP.

## 6.24 Right to Waive Minor Irregularities

The City reserves the right to waive minor irregularities and the right to waive mandatory requirements, provided that all of the otherwise responsive proposals fail to meet the



same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.

## **6.25 Change in Agreement or Representatives**

The City reserves the right to require a change in the selected proposer or representatives if the assigned representatives are not, in the opinion of the City, meeting its needs adequately. www.firstdue.com  
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## **6.26 City Rights**

The City reserves the right to award the proposal to separate proposers on any of the services as set forth in the proposer's proposal. It is further understood that if the proposer to whom any recommended award is made fails to enter into an agreement with the City, award may be made to the next best qualified bidder, who shall be bound to perform as if she, he or it received the award in the first instance.

## **6.27 Right to Publish**

Throughout the duration of this procurement process and agreement term, potential proposers, and proposers, must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent agreement. Failure to adhere to this requirement may result in disqualification of the proposer or termination of the agreement.

## **6.28 Ownership of Proposals**

All documents submitted in response to the RFP shall become the property of the City of Santa Monica and are subject to the provisions of the California Public Records Act, as described in Section II. A. 11. herein.

## **6.29 Agreement Award**

Proposal will be evaluated by a committee comprised of City staff and may include outside contractors (the "Evaluation Committee"). The Evaluation Committee will make an award recommendation to City staff. City Council may give approval of the agreement and/or direct staff to negotiate the final terms and execute the agreement.

This agreement shall be awarded to the proposer or proposers whose proposal is best qualified, taking into consideration the evaluation factors set forth in the RFP. The most qualified proposal may or may not have received the most points or be the lowest cost proposal. Proposers will be notified when the award is being made or an award recommendation goes to the City Council for approval.



### 6.30 Protest Deadline

All parties wishing to file a protest shall comply with the procedures set forth in Santa Monica Municipal Code section 2.24.260 found [here](#). Proposer may file a written protest with the Director of Finance no more than seven calendar days following the posting of award recommendation on the City's online vendor portal website.

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**Protests received after the deadline will not be accepted.**

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### 6.31 Records and Audits

The Consultant shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Agreement, including the date, time and nature of services rendered. These records shall be maintained for a period of **three years** from the date of the final payment under this Agreement and shall be subject to inspection by City. The City shall have the right to audit any billings or examine any records maintained pursuant to this Agreement both before and after payment. Payment under this Agreement shall not foreclose the right of City to recover excessive and/or illegal payments.

### 6.32 Enforcement of Agreement/Waiver

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing and signed by the party alleged to have granted the waiver. A waiver by a party of any of its rights shall not be effective to waive any other rights.





SaaS Provider's Proposal

Do Not Share or Reproduce – Pre-Plan, Inspection and Other Fire Related Records Management Software



 first due

# City of Santa Monica

Preplan, Fire Inspection and  
Other Fire Related Records  
Management Software



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## 3.2 Letter of Transmittal

Please upload your letter of Transmittal as a PDF here. Make sure to include the following items.

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- A. Identify the submitting organization;
- B. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- C. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- D. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- E. Be signed by the person authorized to contractually obligate the organization;
- F. Acknowledge receipt of any and all amendments to this RFP.

Dear Mr. Clemo,

First Due is humbled and excited for the opportunity to respond to your Pre-Plan, Fire Inspection and Other Fire Related Records Management Software RFP.

We believe First Due (Locality Media, Inc) is best positioned to assist you in reaching those goals. Furthermore, due to the size and complexity of your operations, we believe the interoperability of our technology will uniquely fit your needs in a fashion no other vendor can achieve.

First Due is a leader in Fire/EMS software solutions, re-imaging how agencies run their entire operation. We founded First Due because of line-duty death, with a mission to ensure first responders have the information they need when responding to an incident. As we worked with agencies across the country, we noticed some massive challenges facing the fire service:

- **There is no true single platform** that does it all – across Prevention, Response, Incident Reporting, Assets & Inventory, Personnel and Training.
- **Most of the current vendors are built on old technology**, not allowing customization or access to data on any device.
- **There is lack of innovation and support.** The current vendors in the space are not innovating fast enough to keep up with the growing demands of Fire/EMS agencies.
- **Current solutions are not responder focused.** Even if you collect and maintain great data and pre-plans – they are rarely used out in the field at the time of response.
- **Mutual aid and cross-agency incidents are incredibly challenging**, offering little interoperability.

The impact of these problems is extensive:

- Inefficiencies due to duplicate data entry and lack of automation
- More man hours accomplishing less work
- Higher true IT cost or total cost of ownership



- Increased risk to the community and staff, often negatively impacting ISO and accreditation.
- No true visibility into your operation

First Due is changing that. We provide a single, modern, cloud-based application that allows agencies to run their entire operation in one place. Our full-suite solution offers the following:

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- A best-of-breed [Pre-Incident Planning](#) solution to collect data and create amazing pre-plans in the field, and even automatically create pre-plans on every structure by programmatically connecting into data sources such as the assessor's office and the building department.
- An interactive [Community Engagement](#) platform which allows your residents and business owners to share critical life safety information on the occupants of their homes & occupancies.
- A comprehensive [Fire Prevention](#) module, including customizable inspection checklists, code management, invoicing, permits, virtual inspections, integrated pre-planning, investigations and more.
- A complete [Mobile Responder](#), tied to dispatch, so your crews can access this great information at the time of response, as well as be notified enroute to the call, all on web, iOS, and Android.
- An [Incident Reporting](#) platform with automated NFIRS and NFORS reporting with NEMSIS compliant ePCR.
- Best-of-breed, fully integrated [Scheduling and Personnel Management](#) with flexible shift board, time-off, call shifts, messaging and more.
- [Asset and Inventory Management](#) with real-time insight and statistics into apparatus & equipment health, usage, and compliance, seamlessly linked to First Due Scheduling, Incident Reporting & more.

We are a different kind of software company:

- One platform, completely cloud based, meaning upgrades and maintenance are included, and everything is seamlessly integrated.
- Our team will lead the charge on innovation and product development.
- We have a holistic vision. It is not just about compliance; it's also about response, the community and interoperability. We are focused on ensuring everyone can work together for better incident outcomes.
- We partner with you. We work with our customers to continue innovation, support, and collaboration. Learn about our customers [here](#).

First Due is a private, profitable business growing annual recurring revenue by greater than 100% each of the last three years. The forecast for 2022 will double our recurring revenue again. This hypergrowth is a result of the deep functionality within our end-to-end software suite for Fire & EMS agencies.



## Contact information

We look forward to working with you on this opportunity.

- First Due Senior Account Executive **Nicholas Dunigan** ([nicholas@firstdue.com](mailto:nicholas@firstdue.com), 717-215-1248) can be contacted for further information or to negotiate a contract.
- First Due CEO **Andreas Huber** ([andreas@firstdue.com](mailto:andreas@firstdue.com), 917-692-2724) is authorized to finalize contracts.

## Amendment Acknowledgment

No addenda or amendments were released.

Thank you for the opportunity to work with you. We look forward to continuing our great relationship with the City of Santa Monica.

Best,

*Andreas Huber*

Andreas Huber, CEO, First Due



### 3.3. Qualifications

**Provide a brief summary of your company's history, its capabilities, and its recent relevant experience (last five years). Also, describe your demonstrated experience with similar projects and qualification including professional licenses and certifications.**

#### About First Due

First Due is passionate about ensuring public safety agencies around North America can take a giant leap forward in how information is used to plan for incidents, increase survivability, and de-risk communities. By delivering a platform for collaboration and sharing, we are bridging the deadly information gap end-to-end, always keeping in mind the way First Responders and Emergency Managers work today.

As times change, keeping with the demands of modern firefighting and response is more important than ever. From Pre-Incident Planning to Response and Incident Reporting, Fire and EMS agencies nationwide struggle to effectively manage their day-to-day operations in one place. We've built a solution that does everything in a single platform, with maintenance, upgrades, and access on any device. With First Due, you can:

- **Automatically aggregate critical information** on every structure in your response area so you have pre-plans on every structure within weeks with no effort from your team.
- **Easily collect critical occupancy and geospatial data** in the field with a best-in-class data collection and mapping platform.
- **Take control over your response area** with the ability to assign and schedule pre-plans, analyze inspection history, and gain better insights to risk in your response area, ensuring the best ISO score possible.
- **Instantly access critical structure and occupant data** at the time of response on any device tied directly to CAD. Receive notifications, access pre-plans, status, route, and manage incidents in just seconds.
- **Complete any type of inspection** with intuitive, flexible design with fully integrated preplanning for company level inspections.
- Do more with less by **completing inspections virtually** and working directly with business owners and the community to provide critical information, complete applications, and even complete re-inspections.
- **Bridge the gap between Prevention and Operations** by making sure they have the critical building and occupant data they need to stay safe.
- **Document fire company responses** with fully scalable, NFIRS and NFORS compliant reporting system designed for ease of use by field responders.
- **Schedule personnel** with a single drag & drop, utilizing a best-of-breed scheduling platform.
- **Accurately understand to-the-minute condition and assignments of apparatuses and equipment** - all linked to other critical areas of department operations.



Reimagine public safety with First Due – a true-cloud, forward-thinking solution to change the way you work.

Since its inception in early 2016, First Due has aggressively grown, continuing to build on the promise we have made to transform the Fire and EMS space. The last five years have brought tremendous growth and opportunity to the First Due team. First Due is a private, profitable business growing annual recurring revenue by greater than 100% each of the last three years. The forecast for 2021 will double our recurring revenue again. This hyper-growth is a result of the deep functionality within our end-to-end software suite for Fire & EMS agencies.

## First Due Team

The First Due team has extensive experience developing, implementing and supporting software and technology projects, including the First Due system. As a team, we have implemented our software for agencies across the country with requirements of varying complexity – including large-scale deployments such as Seattle, Charlotte, the entire NVERS group (Fairfax County, Alexandria, Arlington, etc), Mecklenburg County, Buncombe, and more.

Across the team, we have experience with but not limited to:

- Project and program management
- Extensive experience with migrating data from Firehouse (including building and utilizing the First Due Firehouse Connector)
- Integration with cloud and on-premises applications
- Integration with CADs, including Hexagon, Central Square, Motorola and more
- Complex customization and workflow
- GIS and geospatial data
- Data analytics and reporting
- All areas of emergency software, including Pre-Planning, Response, Community Engagement, Fire Prevention, Incident Reporting, Personnel Management and Assets
- Deployment across multiple operating systems and hardware
- Building cloud and native applications
- SaaS customer success best practices including onsite and remote training.
- Security, encryption and redundancy practice and protocols
- HIPAA compliance and policies

Members of our staff have worked and had influential roles at Oracle, Computer Associates, ESO, ImageTrend, Vector, Emergency Reporting and more. We bring extensive technical expertise both from general technology and specific fire software perspectives.

## First Due in Action

First Due is very experienced with the demands government and municipal entities of all sizes, including groups comparable in size to the City of Santa Monica. For the past several years, First Due has been working with the Seattle Fire Department to deploy our Pre-Plan, Response, and Fire Prevention modules to meet their exact specifications. This complex



deployment required us to migrate, integrate, and eventually replace several different Records Management platforms previously used by the agency.

In contrast to Seattle, First Due also has a powerful reputation for deployment of multi-agency, cross-county jurisdictions. With support from the Northern Virginia Emergency Response System and the Northern Virginia Hospital Alliance, First Due has successfully deployed across 15 counties and cities covering more than 2.6 million people. Serving agencies of all sizes is a strength of First Due, and we will continue to serve small town volunteer agencies, up to large metropolitan centers. In addition to City of Seattle, we also serve Fort Lauderdale, Fort Worth, City of Charlotte, and hundreds more. Learn more about our customers and how First Due has transformed their emergency service programs [here](https://www.firstdue.com/products/communityconnect).

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## 3.4 Key Personnel

**Describe the project team composition and include resumes of key personnel. Proposed members should be available for ninety (90) days from the proposal due date. The City must be promptly notified of any changes in key personnel prior to award.**

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Your First Due team includes:

### Andreas Huber

#### **Co-Founder, CEO**

Andreas has eight years of experience providing innovative technology solutions to the Public Sector. Today, he is proud to be leading the team at First Due with the first solution to bridge the deadly information gap our first responders face. By arming our first responders with the data and information they need, better and faster decisions are made.

- BS, Business and Finance
- Expert, Cloud-based Enterprise Applications
- Management and Technical/Business Strategy

### Rami El-choufani

#### **Co-Founder, Head of Product**

Rami has extensive enterprise SaaS sales and development experience. He studied and worked as a Mechanical Engineer before transitioning to software in 2010. Rami leads Operations and Product at First Due as COO. Rami is responsible for planning, directing and coordinating the operations of First Due. This involves developing and implementing Sales & Marketing strategies, mapping future Product Development to the Business Mission and Goals, and supporting customer success and implementation.

- BE, Mechanical Engineering
- Cloud Enterprise Systems
- Business and Finance

### Chin Kuo

#### **CTO**

Chin is an experienced technical entrepreneur, innovator, product manager, team builder, and mentor. At First Due, he has recruited, built, and now manages the company's SaaS, mobile, and open data software development and support team.

- BEE, Electrical Engineering
- Advanced Program, STEM and Information Technologies
- Project Management and Technology Team Management



**Michael Heifetz****Director of Client Success**

Michael is the founder of Data Chief (acquired by First Due in 2019) and Captain at the Bedford Hills Fire Dept; he is dedicated to the massive technological leap forward that First Due is a part of within American Public Safety. Michael's experience as a First Responder defines his team's approach to First Due's responder focus client success department, guaranteeing real world necessities drive product and adoption in the field

- BS, Business, International Studies
- Fire Equipment and Response Certified
- FEMA NIMS Certified
- Government Agency Data Collection Expert

**Nicholas Dunigan****Senior Account Executive**

Nicholas brings a diverse background in consultative sales and technical experience within the public safety sector to First Due. He has experience developing meaningful relationships with customers, training, and customer support.

- BA, Environmental Science and Geography
- Ten years of customer support and sales experience
- Well integrated with product and feature development

**Justin Dillard****Solutions Engineer**

After many years in the fire service, Justin transitioned to working in technology. Justin was a Product Manager and Sales Leader for many years before coming to First Due. He has a passion for listening to customers and truly understanding their challenges to design solutions that streamline efficiencies.

- BA, Management
- Firefighter/Paramedic
- Subject matter expert in fire/EMS records management





## 3.5 References

List a minimum of three (3) references for whom comparable services were provided to in the last five (5) years. Include the name of the firm, name of the contact, telephone number of the contact, email address of contact (if available), brief description of the services provided and your firm's role, and the start and completion date.

Client Reference No. 1	
Item	Vendor Response
Name of Organization	Loma Linda Fire Department
Contact Name	Fire Marshal Tom Ingalls
Contact Address	11325 Loma Linda Dr, Loma Linda, CA 92354
Contact Telephone Number	(907) 799-2853
Contact E-mail Address	<a href="mailto:tingalls@lomalinda-ca.gov">tingalls@lomalinda-ca.gov</a>
Dates of Service(s) Provided by Vendor	March 2020 - Present
Type of Service(s) Provided by Vendor	Software as a Service
Product deployed	First Due Suite
Rationale for Inclusion as a Reference	With valuable experience in both operations and prevention, Tom can speak to how our unique approach and seamless integration can reduce duplicative efforts and reduce risk to both firefighters and community members.

Client Reference No. 2	
Item	Vendor Response
Name of Organization	City of Lafayette Fire Department
Contact Name	Fire Marshal Roger Parker
Contact Address	401 N. 111 <sup>th</sup> St. Lafayette, CO 80026
Contact Telephone Number	(303) 661 - 1202
Contact E-mail Address	<a href="mailto:roger.parker@lafayetteco.gov">roger.parker@lafayetteco.gov</a>
Dates of Service(s) Provided by Vendor	December 2020 - Present
Type of Service(s) Provided by Vendor	Software as a Service
Product deployed	First Due Suite
Rationale for Inclusion as a Reference	User/Admin Experience with First Due



Client Reference No. 3	
Item	Vendor Response
Name of Organization	Missoula Rural Fire District
Contact Name	Deputy Fire Marshal / Captain Peter Giardino
Contact Address	2521 South Avenue West, Missoula, MT 59804
Contact Telephone Number	(406) 549-6172
Contact E-mail Address	pgiardino@mrfdfire.org
Dates of Service(s) Provided by Vendor	March 2020 - Present
Type of Service(s) Provided by Vendor	Software as a Service
Product deployed	First Due Suite
Rationale for Inclusion as a Reference	User/Admin Experience with Prevention

www.firstdue.com

communityconnect

Client Reference No. 4	
Item	Vendor Response
Name of Organization	San Miguel Fire & Rescut
Contact Name	Deputy Fire Marshal W. Brent Napier
Contact Address	2850 Via Orange Way, Spring Valley, CA, 91978
Contact Telephone Number	(619) 670-0500
Contact E-mail Address	<a href="mailto:wnapier@sanmiguelfire.org">wnapier@sanmiguelfire.org</a>
Dates of Service(s) Provided by Vendor	August 2021 - Present
Type of Service(s) Provided by Vendor	Software as a Service
Product deployed	First Due Suite
Rationale for Inclusion as a Reference	User/Admin Experience with First Due



## 3.6 Project Work Plan

**Describe your understanding of the project and approach. Include deliverables, milestones, assumptions, and identify potential risks that could delay the project. List any resources you expect the City to provide.**

### Implementation

First Due's implementation approach is framed around the client. We start with extensive Discovery to identify Needs, Requirements, Concerns, and Deadlines. This helps us to then mold our Implementation Plan to best accommodate and deliver their needs. The work is conducted through First Due's Project Management portal which enables both the Client and First Due to manage task throughout the entire relationship. In addition to Project Management, this application also handles and consolidates Issues, Tickets, Knowledge Base articles and communication during the Implementation phase.

The following are the phases of our Implementation process:

- **Discovery:** First Due holds Discovery sessions for each module we're implementing with both Systems Administrators and End Users to understand every need of the client. This Discovery helps us better plan for implementation.
- **Data Migration:** Data is split into two prioritized categories. Our first focus and priority are basic information needed to configure an account so users can begin to onboard and provide feedback. The second tier is data that needs to be migrated but that is not critical to the Optimization of the account. This split approach enables Clients more time to Optimize their account with us.
- **Configuration:** Configuration begins the moment we can onboard the client to their account. During this process, we help the client prioritize, review, and test each component of their respected module.
- **Testing:** First Due begins the Acceptance Testing phase as early in the deployment as possible. By providing clients access to components of the platform once they're ready, it maximizes the feedback period.
- **Go Live:** First Due's Client Success team will assist in planning and executing a seamless Go-Live for each module's release.

First Due set-up is simple and requires very little customization. Most configuration and set-up are completed by the First Due team. Out-of-the-box Implementation is defined as the set-up of the included modules above. Our standard implementation is 8-12 weeks.

### Training

First Due believes training is essential to a successful rollout. We offer customized training content, online sessions and on-site training depending on customer needs. First Due Head of Training will help plan and execute the training for each module.

As part of the implementation, customers will receive light training during the implementation process as outlined below:



1. 45-minute training during project kick-off
2. 60-minute train the trainer session during optimization stage
3. Access to online training videos, documents and content

Additional training over and above this is available for an extra cost. During the training delivered under the scope of work of this proposal, the Training Team, in conjunction with City personnel, will provide an ongoing assessment for potential post-implementation training of the system as well discuss opportunities for refresher/continuing education.

We also offer ongoing opportunities for webinars, additional training, and best practice opportunities to enhance your experience.

## Resources

During implementation, we will work with you to determine the necessary resources needed to successfully implement and maintain the First Due solution for the City.



Provide integration to the City of Santa Monica's CAD to bring in live call data	Confirmed
Shall allow for auto-address matching so pre-plan is automatically tied to a call	Confirmed
Provide a mobile responder app for iOS and Android phone and tablet with notifications, routing and pre-plan access	Confirmed
Pre-plans shall be accessed on web on any standard web browser	Confirmed
Pre-plan, Community provided and other data shall be visualized via interactive alert tiles	Confirmed
Automated Size-up shall be provided with a play button allowing the system to alert the end user of any warning specific to that preplan or address	Confirmed
Provide for live weather alerts	Confirmed
Provide for a live twitter feed	Confirmed
Provide access to CAD notes, address and units dispatched	Confirmed
Allow for call filtering by user or unit	Confirmed
Allow for multi-level pre-plan filtering so users can access and see data on multiple levels on a single screen	Confirmed
Quickly access map marker data collected in the pre-plan module	Confirmed
Access photos and attachments at time of response	Confirmed
Shall be Google map and streetview supported	Confirmed
Shall be ArcGIS and Esri supported	Confirmed
Ability to add basemaps and layers from ESRI by adding a URL through the user interface	Confirmed
Provide access to 360 degree pictometry (EagleView) oblique imagery on any building	Confirmed
Shall provide a link to the Emergency Response Guidebook (ERG) from responder pre-plan dashboard	Confirmed
Shall have the ability edit pre-plan from responder view	Confirmed
Provide measurement capability on map to measure distance between any number of points and areas	Confirmed

Must be capable of fully managing apparatus, equipment, and inventory	Confirmed
Ability to assign assets to users or locations	Confirmed
Ability to customize check lists	Confirmed
Ability to generate and manage work orders	Confirmed
Ability to set reminders and notifications	Confirmed
Ability to produce and export reports on assets	Confirmed
Ability to display data dashboards	Confirmed
Provide a mobile app for iOS and Android phones and tablets	Confirmed
Assets and checklists shall be accessed on web on any standard web browser	Confirmed
Asset data should have the ability to be georeferenced	Confirmed
Ability to interface with vehicle telemetry if equipped	Confirmed

Shall be an NFIRS compliant records management system	Confirmed
Shall be able to export NFIRS reports to the California State Fire Marshalls Office	Confirmed
Incident report workflow shall be scalable based on report type	Confirmed
Utilize CAD interface to auto populate incident specific information	Confirmed
Auto populate personnel, assets, property, preplan and open data into incident reports from RMS database	Confirmed
Provide an app for iOS and Android phone and tablets	Confirmed
Incident reporting shall be accessed on web on any standard web browser	Confirmed
Ability to produce response analytics in a easy to configure dashboard	Confirmed
Ability to download or export response data	Confirmed
Reporting must be compliant with ISO and Accreditation standards	Confirmed

Provide user customizable checklists and inspection types	Confirmed
Ability to have different checklists for different inspection types	Confirmed
Provide codes tied to inspection checklist items allowing for automatic creation of violation upon item failure	Confirmed
Allow for customizable checklist item responses	Confirmed
Provide integrated pre-planning capability while completing an inspection on that same occupancy	Confirmed
Ability to modify Occupancy information during inspection	Confirmed
Ability to modify Contact information during inspection	Confirmed
Ability to assign inspections to users and teams	Confirmed
Ability to add remarks for a specific violation	Confirmed
Ability to add photos / attachments for a specific violation	Confirmed
Ability to duplicate violations on the fly	Confirmed
Ability to search all codes and add ad-hoc violations on the fly	Confirmed
Ability to view current and historic violations during the inspection	Confirmed
Ability to provide an auto-generated inspection report	Confirmed
Ability to provide customizable inspection reports	Confirmed
Ability to provide an automated reminder to schedule re-inspection if failures exist	Confirmed
Ability to send inspection report automatically to inspection contact	Confirmed
Provide automated grouping of past violations on re-inspection for easy resolution	Confirmed
Ability to provide virtual Inspection functionality with Camera and Location sharing during inspection	Confirmed
Provide for an inspection timer with the ability to manually modify	Confirmed
Provide for a searchable list of all violations	Confirmed
Provide for an intuitive means to view violation history across re-inspections	Confirmed
Ability to integrate fees and invoicing into the inspection document / software	Confirmed
Integrated permitting functionality into the inspection	Confirmed
Code Organizer for managing agency specific fire and building codes, code research and searching	Confirmed
Ability to provide a web inspections app for use on any device	Confirmed
Ability to provide an iPad inspections app for offline inspection functionality	Confirmed



Provide connection to The Los Angeles County Assessor site, City of Santa Monica Building Department and GIS for automated pre-plans on every structure available	Confirmed
Provide geospatial Pre Plan Mapping with Drag and drop NFPA standard map markers map	Confirmed
Provide Hazardous Material mapping and collection, with searchable ERG field	Confirmed
Ability to add custom map markers through the user interface	Confirmed
Map markers shall be related to occupancy ID	Confirmed
Ability to add annotations including text, lines, shapes and measurements	Confirmed
Ability to modify map marker locations whilst in google street view	Confirmed
Ability to add attachments and photos to an Occupancy	Confirmed
Ability to add attachments and photos to a specific Map Marker	Confirmed
Allow for Pre Plan standard and custom forms for data collection in the field on any device	Confirmed
Provide for High-rise/Multi-level pre incident planning for both data collection and visualization, including the ability add/remove/edit levels per building	Confirmed
Allow for Special Event and Incident Action Plan (IAP) Pre Planning for specific events or incidents	Confirmed
Ability to edit pre-plans on mobile devices	Confirmed
Ability to edit pre-plans in Google Maps	Confirmed
Ability to edit Pre-plans on ESRI ArcGIS maps	Confirmed
Provide permission levels that require specific users approval before publishing pre-plans	Confirmed
Provide a history tracking capability of pre-plans with audit logs	Confirmed
Provide an occupancy organizer that allows users to filter occupancies by multiple attributes	Confirmed
Provide pre-plan management tools that allows the pre-plan administrator to change pre-plan cycles, assign pre-plans and mark target hazards	Confirmed
Ability to create ArcGIS feature services for pre-plan and occupancy data without assistance from vendor	Confirmed
Provide a connection to the State of California HazMat data warehouse and pull that data into the pre-plan address	Confirmed



**CITY OF SANTA MONICA  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,  
AND OTHER RESPONSIBILITY MATTERS**

**This certification must be completed for your proposal to be considered.**

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

- 1) The Bidder and/or any of its Principals, contractors, subcontractors and sub recipients are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of or voluntarily excluded from participating in contracts by any Federal agency and are not presently on the System for Award Management (SAM) or being considered for the SAM OR ineligible to work on contracts for violations of California Labor Code Sections 1777.1 or 1777.7;
- 2.) "Principals," for the purpose of this certification, means officer; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar position). ;
- 3.) The Bidder also certifies that if awarded a contract it shall provide immediate written notice to the City of Santa Monica if, at any time, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- 4.) A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by City of Santa Monica may render the Bidder non-responsive;
- 5.) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
- 6.) The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City of Santa Monica may terminate the contract resulting from this solicitation for default and pursue any other available legal remedies.

By signing below, I declare under penalties of perjury that the forgoing certifications and assurances, any other statements made by me are true and correct.

Name (printed): Andreas Huber Title: CEO

Signature:  Date: February 12, 20 22

Name of Company: Locality Media, Inc. dba First D ue RFP No. : 293





## NON-COLLUSION DECLARATION TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA        }  
COUNTY OF LOS ANGELES    }

\_\_\_\_\_  
Andreas Huber, being first duly sworn, deposes, and says: that He/She is:

CEO

\_\_\_\_\_  
(Insert "Sole Owner," "A Partner", "President," "Secretary," or other proper title)

of \_\_\_\_\_  
Locality Media, Inc. dba First Due

(Insert name of proposer)

Who submits herewith to the City of Santa Monica the attached proposal; that He, She, It, or They is (are) the person(s) whose name(s) is (are) (strike out words not appropriate) signed to the hereto attached proposal; that said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or on behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Declarant further deposes and says: that the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract or of any other proposer, or anyone else interested in the proposed contract; that the proposer has not in any manner sought by collusion to secure for himself, herself, itself, or themselves, an advantage over any other proposer. (strike out words not appropriate)

Declarant further deposes and says that prior to the public opening and recording of proposals the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham Proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else would submit a false or sham proposal, or that anyone should refrain from proposing or withdraw his/her proposal;
- (c) Did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix any overhead, profit or cost element of his, her, its, their price, or of that of anyone else; and
- (d) Did not, directly or indirectly, submit his, her, its, or their proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposal in his, her, its, or their business. (strike out words not appropriate)

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
*Andreas Huber*  
Signature/Date

\_\_\_\_\_  
Andreas Huber  
Name of Proposer





**CITY OF SANTA MONICA  
LIVING WAGE ORDINANCE CERTIFICATION  
July 1, 2021 through June 30, 2022**

**TO BE COMPLETED BY ALL CONTRACTORS PROVIDING SERVICES TO THE  
CITY OF SANTA MONICA IN EXCESS OF \$54,200**

**MINIMUM WAGE - \$17.64 per hour**

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE ☒

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE ☐

If this contract is not subject to the Living Wage Ordinance requirements, please note the reason below and attach supporting documentation for exemption. For example, in order to be exempt pursuant to a collective bargaining agreement, a signed collective bargaining agreement must be attached.

- (a) \_\_\_\_\_ contractor is a government agency and is exempt
- (b) \_\_\_\_\_ contractor is a City grantee and is exempt
- (c) \_\_\_\_\_ contractor is a non-profit corporation and is exempt
- (d) \_\_\_\_\_ contractor is an employer whose employees are covered by a bona fide collective bargaining agreement where the waiver is explicitly set forth in an agreement in clear and unambiguous terms
- (e) \_\_\_\_\_ contractor is a corporation providing banking services

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Santa Monica's Living Wage Ordinance (LWO), and the applicability of the LWO, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all terms of the LWO, as mandated in all sections of Santa Monica Municipal Code, Chapter 4.65. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the Director of Finance in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract, which shall be grounds for termination. City shall have the right to examine all books and records of the Contractor as they relate to compliance with the LWO. Payroll records shall at a minimum include the full name of each employee performing labor or providing services under the contract, job classification, and rate of pay.

These statements are made under penalty of perjury under the laws of the State of California.

Printed Name: Andreas Huber Title: CEO

Signature:  Date: 2.12.22

Contractor: Locality Media, Inc. dba First Due Bid Number (if applicable): \_\_\_\_\_

Service Description:

Fire and EMS RMS





## City of Santa Monica Non-Discrimination Policy Acknowledgment

### A. Discrimination.

Discrimination in the provision of services may include, but not be limited to the following: [www.firstdue.com  
/products/communityconnect](http://www.firstdue.com/products/communityconnect)


- (a) Denying any person any service, or benefit or the availability of a facility.
  - (b) Providing any service, or benefit to any person which is not equivalent, or in a non- equivalent manner or at a non-equivalent time, from that provided to others.
  - (c) Subjecting any persons to segregation or separate treatment in any manner related to the receipt of any service.
  - (d) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
  - (e) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.
- (1) Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, gender, gender identification, gender expression, sexual orientation, marital status, AIDS or disability.
- (2) Contractor shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel.

At any time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of these procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

### B. Non-discrimination in Employment

- (1) Contractor certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, gender, gender identification, gender expression, marital status, AIDS or disability in accordance with the requirements of City, State or Federal law. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, gender, gender identification, gender expression, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law. Such shall include, but not be limited to, the following:
- (a) Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
  - (b) Selection for training, including apprenticeship.

- (2) Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.
- (3) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, gender, gender identification, gender expression, marital status, AIDS or disability, in accordance with the requirements of City, State or Federal law.
- (4) Contractor shall send to each labor union or representative coworkers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this non- discrimination policy.
- (5) Contractor certifies and agrees that it will deal with its sub-Contractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, gender, gender identification, gender expression, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law.
- (6) In accordance with applicable State and Federal law, Contractor shall allow duly authorized representatives of the County, State, and Federal government access to its employment records during regular business hours in order to verify compliance with this non-discrimination policy. Contractor shall provide other information and records as the representatives may require in order to verify compliance with this non-discrimination policy.
- (7) If City finds that any of the provisions of this non-discrimination policy have been violated, the same shall constitute a material breach of agreement upon which City may determine to cancel, terminate, or suspend this Agreement. While City reserves the right to determine independently that this nondiscrimination policy has been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal non-discrimination laws shall constitute a finding by City that Contractor has violated the provisions of this non-discrimination policy.
- (8) The parties agree that in the event Contractor violates any of the non-discrimination policies set forth herein, City shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.
- (9) Contractor hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor receiving Federal Financial Assistance.



2.12.22

Andreas Huber

Signature/Date

Name of Proposer



**CITY OF SANTA MONICA  
LIVING WAGE ORDINANCE**

**Certification for Providers of Services to the City of Santa Monica  
(Fiscal Year 21/22 – July 1, 2021 through June 30, 2022)**

**TO BE COMPLETED BY ALL CONTRACTORS PROVIDING SERVICES TO  
THE CITY OF SANTA MONICA IN EXCESS OF \$54,200** www.firstdue.com  
/products/communityconnect

The City of Santa Monica Municipal Code Chapter 4.65, Living Wage Ordinance (LWO), establishes a Minimum Wage of **\$17.64 per hour** for certain employees of contractors providing services to the City where services exceed \$54,200 or more and requires that contractors also provide the same health care and other benefits to employees' same sex spouses and domestic partners as are provided to other employees' spouses.

An employee covered by the LWO is any person who does not actually work as a manager, supervisor, or confidential employee, and who is not required to possess an occupational license.

The Living Wage Ordinance applies the services sought pursuant to this bid and **bidders are required to prepare and return the Living Wage Certification Form**. If the bidder is selected, the bidder must maintain payroll records that include, at minimum, the full name of each employee providing services under the contract, job classification and rate of pay. Bids that fail to include Certification Forms may be considered non-responsive and excluded from further consideration.

Please prepare the following certification if you are a contractor engaging in a contract for services with the City of Santa Monica in excess of \$54,200.

Your signature on this certification grants the City permission to review any and all payroll books and records and any company documents pertaining to the benefits offered to employees to assure your compliance with the LWO during the term of the contract.

Please direct any questions to:

City of Santa Monica Finance Department  
Attention: Living Wage Compliance Section  
1685 Main Street, Mail Stop 09  
Santa Monica, CA 90401

You can also contact staff regarding living wage ordinance questions by e-mail at [finance.mailbox@smgov.net](mailto:finance.mailbox@smgov.net) or by phone 310-458-8281.

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**CITY OF SANTA MONICA**  
**CERTIFICATE OF COMPLIANCE**

**TO: CITY OF SANTA MONICA**

**RE: RFP TITLE**

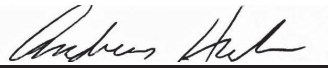
\_\_\_\_\_

This is to certify that all requirements for insurance of subcontractors as specified in Proposal have been met; AND

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Locality Media, Inc. dba First Due

Firm

By 

CEO

\_\_\_\_\_  
Title

February 12, 2022

\_\_\_\_\_  
Dated





## **CITY OF SANTA MONICA OAKS INITIATIVE NOTICE**

### **NOTICE TO APPLICANTS, BIDDERS, PROPOSERS AND OTHERS SEEKING DISCRETIONARY PERMITS, CONTRACTS, OR OTHER BENEFITS FROM THE CITY OF SANTA MONICA**

[www.firstdue.com](http://www.firstdue.com)

[/products/communityconnect](http://products/communityconnect)

Santa Monica's voters adopted a City Charter amendment commonly known as the Oaks Initiative. The Oaks Initiative requires the City to provide this notice and information about the Initiative's requirements. You may obtain a full copy of the Initiative's text from the City Clerk.

This information is required by City Charter Article XXII—Taxpayer Protection. It prohibits a public official from receiving, and a person or entity from conferring, specified personal benefits or campaign advantages from a person or entity after the official votes, or otherwise takes official action, to award a "public benefit" to that person or entity. The prohibition applies within and outside of the geographical boundaries of Santa Monica.

All persons or entities applying or receiving public benefits from the City of Santa Monica shall provide the names of trustees, directors, partners, and officers, and names of persons with more than a 10% equity, participation or revenue interest. An exception exists for persons serving in those capacities as volunteers, without compensation, for organizations exempt from income taxes under Section 501(c)(3), (4), or (6), of the Internal Revenue Code. However, this exception does not apply if the organization is a political committee or controls political committees. Examples of a "public benefit" include public contracts to provide goods or services worth more than \$25,000 or a land use approval worth more than \$25,000 over a 12-month period.

In order to facilitate compliance with the requirements of the Oaks Initiative, the City compiles and maintains certain information. That information includes the name of any person or persons who is seeking a "public benefit." If the "public benefit" is sought by an entity, rather than an individual person, the information includes the name of every person who is: (a) trustee, (b) director, (c) partner, (d) officer, or has (e) more than a ten percent interest in the entity. Therefore, if you are seeking a "public benefit" covered by the Oaks Initiative, you must supply that information on the Oaks Initiative Disclosure Form. This information must be updated and supplied every 12 months.



## CITY OF SANTA MONICA OAKS INITIATIVE DISCLOSURE FORM

In order to facilitate compliance with the requirements of the Oaks Initiative, the City compiles and maintains certain information. That information includes the name of any person or persons who is seeking a "public benefit." If the "public benefit" is sought by an entity, rather than an individual person, the information includes the name of every person who is: (a) trustee, (b) director, (c) partner, (d) officer, or has (e) more than a ten percent interest in the entity.

Public benefits include:

1. Personal services contracts in excess of \$25,000 over any 12-month period;
2. Sale of material, equipment or supplies to the City in excess of \$25,000 over a 12-month period;
3. Purchase, sale or lease of real property to or from the City in excess of \$25,000 over a 12-month period;
4. Non-competitive franchise awards with gross revenue of \$50,000 or more in any 12-month period;
5. Land use variance, special use permit, or other exception to an established land use plan, where the decision has a value in excess of \$25,000;
6. Tax "abatement, exception, or benefit" of a value in excess of \$5,000 in any 12-month period; or
7. Payment of "cash or specie" of a net value to the recipient of \$10,000 in any 12-month period.

Name(s) of persons or entities receiving public benefit:

Locality Media, Inc. dba First Due

Name(s) of trustees, directors, partners, and officers:

Andreas Huber, Chief Executive Officer  
Rami El-choufani, Chief Operating Officer  
Chin Kuo, Chief Technology Officer

Name(s) of persons with more than a 10% equity, participation, or revenue interest:

Andreas Huber

Prepared by: Rachael Paul-Heinz Title: Director, HR and Communications

Signature:  Date: 2.12.22

Email: rachael@firstdue.com Phone: (309) 219-4138

FOR CITY USE ONLY:

Bid/PO/Contract # \_\_\_\_\_

Permit # \_\_\_\_\_

**FIRST DUE**





City of  
**Santa  
Monica**

**THIS COVID-19 ATTESTATION MUST BE EXECUTED &  
SUBMITTED TO CITY AND MADE PART OF AGREEMENT NO. \_\_\_\_\_.**

Contractor attests that all of Contractor's personnel and subcontractors assigned to perform the Services who will either visit or work in City of Santa Monica facilities, or interact with either City of Santa Monica employees or residents, in the course of performing said Services shall be fully vaccinated as defined in the City's COVID-19 Vaccination Policy ("VP"), a copy of which is attached as **Exhibit \_\_** to the Agreement under which Contractor, Contractor's personnel, and/or subcontractors will perform the Services.

Contractor further attests that such personnel and subcontractors have produced to Contractor one of the forms of documentation set forth in the VP. Contractor shall maintain the underlying documentation establishing that such personnel and subcontractors are fully vaccinated and supporting the attestation for the term of the Agreement. Contractor agrees that Contractor will make such documentation available to the City for inspection on demand. Contractor agrees that it will obtain written authorizations from personnel and subcontractors prior to submitting the documentation to City.

Contractor further understands and agrees that failure to comply with the VP, or to permit the City to inspect the documentation to verify compliance with the VP within 10 days after the City's written request for such documentation, shall constitute a breach of the Agreement and will be grounds for termination.

The undersigned, on behalf of himself or herself individually and on behalf of Contractor, hereby attests that he or she has read and understands the VP and its applicability to the Agreement. The undersigned further attests that he or she is authorized to execute this attestation on behalf of Contractor.

**Prepared by:** Rachael Paul-Heinz **Title:** Director, HR and Communications \_\_\_\_\_

**Signature:**  \_\_\_\_\_ **Date:** 2/12/22 \_\_\_\_\_

**Email:** [rachael@firstdue.com](mailto:rachael@firstdue.com) **Phone:** (309) 219-4138 \_\_\_\_\_





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## Vendor Information Security Assessment (VISA) Questionnaire

**Purpose:** This Vendor Information Security Assessment (VISA) Questionnaire requests information concerning a Cloud Service Provider (the Vendor), which intends to provide to the City of Santa Monica (The City) any or all of the following services: Software as a Service (SaaS); Platform as a Service (PaaS); and Infrastructure as a Service (IaaS).

### Note/Instructions:

- SaaS, PaaS and IaaS are each a 'cloud' servicing model, in which software and database applications, computer network infrastructure and/or computer hardware/software platforms is/are hosted by the Vendor and made available to customers interconnected to a network, typically to the Internet.
- This Questionnaire is for the sole use of the intended Vendor and may contain confidential information of individuals and businesses collected, stored, and used by The City. Any unauthorized collection, storage, use, review or distribution may be prohibited by California and/or Federal laws. If you are not the intended recipient of this Questionnaire, please contact the sender by e-mail and destroy all copies of the Questionnaire.
- The Vendor shall provide answers to the questions or information to the requests provided below.
- The Vendor shall also provide the latest System & Organization Controls (SOC) Type 2 Audit Report or Third Party Cybersecurity Assessment Report & Privacy Policy.
- In the event that the Vendor determines that it cannot meet the City's security and or privacy requirements, the Vendor may submit a request for an exception to the City's requirements and propose alternative countermeasures to address the risks addressed in this Questionnaire. The City's Information Security Officer (ISO) may approve or reject the exception request, depending on the risks associated with the exception request.
- Upon receipt of the Vendor's response, the Information Services Department Information Security will conduct a security risk assessment, using the following scoring methodology:

**A = Meets completely.**

**B = Partially meets. The Vendor may be required to provide additional requested information.**

**C = Doesn't meet. The Vendor may be required to provide missing/additional detail.**

### Vendor Information:

Vendor Organization Name	First Due
Address	107 7 <sup>th</sup> Street, Garden City, NY, 11530
Information Security Contact Person Name	Rami El-Choufani
Email	rami@firstdue.com
Phone	(650) 522 0718
Date this Questionnaire Completed	10.29.21



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#### 1.0 BUSINESS PROCESS AND DATA EXCHANGE REQUIREMENTS

#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
1.1	Please provide a detailed description of the business process that will be supported by the Vendor, as it relates to the proposed requirements of the City's RFP or other Business Requirements Document (BRD)	<p>First Due is a multi-tenant, cloud-based platform, accessed via secure login. Customer data is segregated at the database level and requires login to access. Customers can customize and configure their individual account without impacting updates and versions. All customers are always on the latest version of First Due.</p> <p>Login is accessed via browser or mobile applications on iOS and Android. All modules in First Due are in a single platform, which means the customer is able to extract all data in the system from a single user interface. Customer access information is available via list views and reporting dashboards. First Due can also push data to a data warehouse for customer back-up / reporting purposes.</p>		
1.2	Has the Vendor adopted and implemented information security and privacy policies that are documented, are accessible to the City, and conform to ISO 27001/2 – Information Security Management Systems (ISMS) Standards?	We are SOC2 certified.		



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#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
1.3	What data exchange will occur between the City and the Vendor? What data will be stored at the Vendor's or other third party's data storage location? (Provide data attributes with examples) Example: (Payment Card Information, Social Security Number, Driving License # Patrons Name, Address, telephone etc.), which are examples of personal information, the privacy of which must be protected as stated by the California constitutional and statutory law.	First Due utilizes a REST API operating over https and transmitting data via JSON. We can integrate with any application that is able to send and receive data. We have integrated via API, XML/JSON/CSV to SFTP, database connectors and more.		
1.4	In the event that the Vendor is required to store Private Information (PI), Personally Identifiable Information (PII), or Sensitive Information (SI) (collectively, the Information) about individuals in the service provider's business systems, how does the Vendor maintain the confidentiality of the Information in accordance with applicable federal, state and local data and information privacy laws, rules and regulations?	Please see our attached PHI and ePHI policy.		
1.5	What mechanism and/or types of tool(s) will be used to exchange data between The City and the Vendor? Example: (VPN, Data Link, Frame Relay, HTTP, HTTPS, FTP, FTPS, etc.)	There are a number of mechanisms to integrate with First Due including but not limited to: <ul style="list-style-type: none"> <li>• XML/JSON/CSV connectors to push or pull data via SFTP</li> <li>• Executable based connectors installed on client side to pull data on a frequency</li> <li>• Email or notification-based integration</li> </ul>		



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#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
		<ul style="list-style-type: none"> <li>Out-of-the box connectors to multiple cloud and on-premise applications</li> <li>REST API operating over https and using JSON.</li> </ul>		
1.6	What types of data storage (work in progress storage and backup storage) are present or will be required at the Vendor's site? Example: (PCI Credit Card Info, SSN, DLN, Patrons Name, Address, telephone, medical records, etc.)	Data is stored in our data center. No on-premise data storage will be required.		
1.7	Is e-mail integration required between The City and the Vendor? Example: The provision of services may require the City to provide the Vendor with an e-mail account on the City's e-mail server.	No.		
1.8	Has the Vendor ever been subjected to either an electronic or physical security breach? Please describe the event(s) and the steps taken to mitigate the breach(es). What damages or exposure resulted? Are records of breaches and issues maintained and will these records be available for inspection by the City?	No.		
1.9	Does the Vendor maintain formal security policies and procedures to comply with applicable statutory or industry practice requirements/standards? Does it include an Incident Response procedures and Business Continuity Plan? Are records maintained to demonstrate compliance or certification? Does	Yes. We maintain formal security policies and records, including incident response and business continuity. Records can be audited.		





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#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
	the Vendor allow client audit of these records? NOTE: PLEASE PROVIDE SUPPORTING DOCUMENTATION.			

## 2.0 APPLICATION/SOLUTION CONFIGURATION

#	Question	Response from The Vendor	Score	Additional Information/Clarification Required from The Vendor
2.1	What are the Internet and the browser security configurations for the application? What security standards and requirements does the Vendor maintain to ensure application security at the user interface? (A set of detailed documentation should be provided to support the compliance.)	<p>Login is accessed via browser or mobile applications on iOS and Android. All modules in First Due are in a single platform, which means the customer is able to extract all data in the system from a single user interface. Customer access information is available via list views and reporting dashboards. First Due can also push data to a data warehouse for customer back-up / reporting purposes.</p> <p>All activities within First Due are logged in the platform and accessible to the customer via audit logs. This includes user information, timestamp, IP address etc. There are a number of mechanisms to integrate with First Due including but not limited to:</p> <ul style="list-style-type: none"> <li>XML/JSON/CSV connectors to push or pull data via SFTP</li> </ul>		





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#	Question	Response from The Vendor	Score	Additional Information/Clarification Required from The Vendor
		<ul style="list-style-type: none"> <li>• Executable based connectors installed on client side to pull data on a frequency</li> <li>• Email or notification-based integration</li> <li>• Out-of-the box connectors to multiple cloud and on-premise applications</li> <li>• REST API operating over https and using JSON.</li> </ul>		
2.2	What is the name of the application(s) that the Vendor will host in order to provide services to the City? (List all)	First Due is a SaaS cloud-based application. No extra applications are needed for the City to use First Due.		
2.3	What functionality will be provided to the City's employees or the City's customers or other recipient of City services through the application?	City employees will be able to use all functions of the First Due platform, including report generation and real-time system usage.		
2.4	Will the Vendor use a subcontractor and/or a third party service provider? (List all). If yes, what data privacy and information security agreements are in place between the Vendor and any subcontractor/third party to ensure appropriate and accountable treatment of information? Note the City requires each subcontractor and/or third party to complete this Questionnaire.	OUR data centers are hosted by Reliable Site, located in Miami, Florida, Los Angeles, and New York City. Please see our attached PHI and Security policies for more information our policies for appropriate security and treatment of information.		
2.5	What is the Vendor's application(s) hosting hardware and software platform? Provide a detailed description, including Service Packs and a patch or security applications in use. Example: Windows or Unix	First Due is a cloud-based system and simply requires a browser to operate. There are no hardware requirements outside of being able to launch and run a supported browser.		



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#	Question	Response from The Vendor	Score	Additional Information/Clarification Required from The Vendor
	Operating System (OS) and other detail.	First Due is a cloud-based system and the client does not have any hosting requirements. Nonetheless, First Due operates mostly on a Linux OS. Most data access and modification from the customer is done through the front-end of the application.		
2.6	How does the Vendor's application and database architecture manage or promote segregation of the City's data (related to its function as a local government agency) from its other customers?	First Due is a multi-tenant, cloud-based platform, accessed via secure login. Customer data is segregated at the database level and requires login to access.		
2.7	Describe the Vendor's server and network infrastructure. Please provide server and network infrastructure deployment topology, including data flow architecture including but not limited to security management applications (i.e. firewalls, IDS, IPS, etc.)	<p>Data security is crucial to what we do. Accounts are password protected with optional IP address restriction. Customer data is protected in a closed account ecosystem down to the user and role level. Audit logs for user access and activities are kept and workflow can be generated to alert a customer of potential access to customer data which may be suspicious.</p> <p>No access is provided without user credentials. Credentials are managed by the customer. Data back-ups are kept offsite, and industry best practice redundancy and disaster recovery mechanisms are utilized at all times, including PostgreSQL DB running on mirrored/RAID1 drives with three daily backups to remote offsite locations and standby server to quickly fail-over during disaster situation.</p>		



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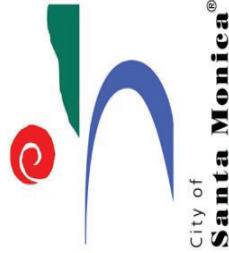
#	Question	Response from The Vendor	Score	Additional Information/Clarification Required from The Vendor
2.8	Please provide a detail proposed solution that will be developed as a part of the Vendor's implementation to support this project. (For example detailed solution architecture, secured data flow to support business processes, etc.).	<p>Data security is crucial to what we do. Accounts are password protected with optional IP address restriction. Customer data is protected in a closed account ecosystem down to the user and role level. Audit logs for user access and activities are kept and workflow can be generated to alert a customer of potential access to customer data which may be suspicious.</p> <p>No access is provided without user credentials. Credentials are managed by the customer. Data back-ups are kept offsite, and industry best practice redundancy and disaster recovery mechanisms are utilized at all times, including PostgreSQL DB running on mirrored/RAID1 drives with three daily backups to remote offsite locations and standby server to quickly fail-over during disaster situation.</p>		
2.9	Please describe the process system administrators/engineers follow to remotely access applications.	Login is accessed via browser or mobile applications on iOS and Android for both users and administrators.		
10.0	Please describe the Inbound access of VNC,FTP, RDP ports.	<p>There are a number of mechanisms to integrate with First Due including but not limited to:</p> <ul style="list-style-type: none"> <li>• XML/JSON/CSV connectors to push or pull data via SFTP</li> <li>• Executable based connectors installed on client side to pull data on a frequency</li> </ul>		



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#	Question	Response from The Vendor	Score	Additional Information/Clarification Required from The Vendor
		<ul style="list-style-type: none"> <li>Email or notification-based integration</li> <li>Out-of-the box connectors to multiple cloud and on-premise applications</li> <li>REST API operating over https and using JSON.</li> </ul>		
10.1	Please describe antivirus solution used.	Our data centers have antivirus technology fully implemented to prevent virus infiltration.		



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### 3.0 DATA PROTECTION

#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
3.1	What will be the medium of data exchange between the City and Vendor?	First Due utilizes a REST API operating over https and transmitting data via JSON.		
3.2	How will the data be kept secure during the data exchange process? Example: (VPN, Data Link, Frame Relay, HTTP, HTTPS, FTP, FTPS, etc.)	All data is encrypted at transit and at rest.		
3.3	How will the City's data be kept physically and logically secure at the Vendor's preferred storage location? Example: Locked storage, Digitally, Encrypted etc.	All data centers are surrounded with a gated perimeter fence with CCTV surveillance. Access to any facility requires photo identification. Each facility is staffed by security guards 24 hours a day, 365 days a year. Security within the data center is heavily restricted to specific floors, rooms, and cages that the individual should only have access to. Each floor and room requires a keycard and biometric verification.		
3.4	What application level protections are in place to prevent the Vendor's or a subcontractor/third party's staff member from viewing unauthorized confidential information? For example, encryption, masking, etc.	Data is fully encrypted and all access to data is tracked and audited to confirm no unauthorized access.		
3.5	What controls does the Vendor exercise over the qualification and performance of its team? Of their subcontractor/third party's team(s)? (For example criminal background verification prior to employment, providing security training after employment and managing Role Based Access Control (RBAC) during employment and network and	Employees with access to data are carefully vetted and verified. Regular security training is conducted to ensure all parties understand their responsibility to keep data safe. Upon employment termination, all access is immediately removed.		



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#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
	application access termination upon employment termination.			
3.6	Please describe the continuous vulnerability assessment and remediation process.	First Due continually studies its data storage and encryption processes for any new or emerging vulnerabilities. Remediation and redundancy plans are in place and are reviewed regularly to ensure full compliance and support.		



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#### 4.0 DATA BACK-UP

#	Question	Response	Score	Additional Information/Clarification Required from the Vendor
4.1	What are the Vendor's method(s) used to keep data secured during the data backup process?	Because it is a cloud-based system, data is being continually backed up and is always secured. Every component within the data center, such as power, cooling, and network are fully redundant. Our data warehouse offers a 100% uptime SLA on power, cooling, and network operation for true enterprise grade availability.		
4.2	Is the Vendor's encryption technology used to encrypt whole or selective data?	We encrypt selective data.		
4.3	What types of storage media will the Vendor use for data backup purposes? For example, Tape, Hard Disk Drive or any other devices.	Backup data is stored on our data center's backup servers.		
4.4	Are the Vendor's backup storage devices encrypted? If 'yes,' please provide encryption specification, with type of encryption algorithm and detail process of encryption handling. If 'no,' provide a detailed description (with process, tools and technology) to keep data secured during the back-up process.	No. We encrypt the backup using gpg with password (AES symmetrical algorithm).		

#### 5.0 DATA RETENTION

#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
5.1	What is the Vendor's retention period of the backed up data? The data retention process shall comply with the City's data retention policy.	Confirmed. We will retain your data in accordance with the City's data retention policy.		





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#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
5.2	Are the data back-up storage media at the Vendor's location or other third party location?	Back-up servers are available at our data center locations.		
5.3	<p>If the Vendor's backup storage devices are stored with another company, please provide:</p> <ul style="list-style-type: none"> <li>• Company Name:</li> <li>• Address:</li> <li>• Contact person detail (Phone &amp; Email):</li> <li>• What contractual commitments are in place to guarantee security performance from these vendors</li> </ul>	<p>Our data centers are hosted by <a href="#">Reliable Site</a>, located in Miami, Florida, Los Angeles, and New York City.</p> <p>Each data center has completed a SSAE 16 Type II audit to ensure the best security for your data. Electricity is maintained to each facility through redundant power feeds, backup UPS, and redundant generators. Reliable Site maintains a below average data center temperature with redundant CRACs.</p> <p>First Due maintains an uptime commitment of 99.995% and a best-in-class data pipeline speed. Your data will be available when you need it, at the speed you require.</p>		
5.4	What is the media transfer process (i.e. The lock box process used to send tapes off-site)?	All media is stored in the cloud.		
5.5	Who has access to the data storage media lockbox(es)? (Provide Name and Role)	No lockboxes are used.		
5.6	Who on the Vendor's staff or subcontractor/third party's staff is/are authorized to access backup data storage media? (Provide Name and Role)	Access to areas of our facility that contain our information system with e-PHI will be granted only to those with a verifiable and approved business need to have access. First Due will		





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#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
		maintain a current list of all staff members who have authorization to access our facilities with PHI. Where appropriate, First Due will install security systems including video surveillance to protect PHI and to ensure the security of our information systems.		
5.7	What is the backup data storage media receipt and release authorization process(es)? (Please submit a soft copy of the process)	<p>All data and backup data is kept in our data center and will not be released without proper authorization.</p> <p>Data back-ups are kept offsite, and industry best practice redundancy and disaster recovery mechanisms are utilized at all times, including PostgreSQL DB running on mirrored/RAID1 drives with three daily backups to remote offsite locations and standby server to quickly fail-over during disaster situation.</p>		



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**6.0 ACCOUNT PROVISIONING AND DE-PROVISIONING** (The Vendor must receive formal pre-authorization from the City's ISD designated Manager prior to provisioning and de-provisioning of application access account).

#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
6.1	What is the account provisioning/removal process? (Example: how are users accounts created and managed?)	Credentials and accounts are managed by the customer.		
6.2	What is the account deprovisioning/ removal process? Example: how are users accounts created and managed?)	Credentials and accounts are managed by the customer.		
6.3	How will the City's employees gain access to required application(s)?	No access is provided without user credentials. Credentials are managed by the customer.		
6.4	Does the application(s) have the capability to restrict access only from the City's WAN (Wide Area Network)?	First Due has the capability for restricting access based on IP or device.		



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## 7.0 PASSWORD MANAGEMENT

#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
7.1	What will be the policy and/or procedures for the logging, authentication, authorization and password management scheme? (Please provide a soft copy of the process)	Accounts are password protected with optional IP address restriction. Audit logs for user access and activities are kept and workflow can be generated to alert a customer of potential access to customer data which may be suspicious.		
7.2	Where will the login and password credentials be stored?	Customer data is protected in a closed account ecosystem down to the user and role level.		
7.3	Are the password credentials stored with encryption? If 'yes,' please provide encryption scheme detail.	Yes. We encrypt selective data.		
7.4	Please describe system administrator's authentication process, are they using multifactor authentication (if so, please explain/detail)?	Administrator passwords and authentication are set by the agency at the individual user level.  We can accomplish multi-factor authentication if required. We will work with your team during implementation to put together the best plan of attack related to authentication and security.		
7.5	The Vendor's application must comply with the following password requirements. Does the Vendor's application meet these requirements? <ul style="list-style-type: none"> <li>Multifactor Authentication</li> </ul> First time password must be unique to an individual and require the user to change it upon initial login.	Confirmed.  First Due can set-up password parameters with the customer during set-up.  We can accomplish multi-factor authentication if required. We will work with your team during implementation to		



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#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
	<ul style="list-style-type: none"> <li>• If the password is sent via plain text e-mail to the City employee to mitigate security exposure.</li> <li>• The City requires first time password to have a time-out capability of no more than 7 days.</li> <li>• The e-mail notification must not be copied to anyone except the user.</li> <li>• The permanent/long term password must be changed frequently (at least every 90 days)</li> <li>• E-mail notification must be sent to the user whenever the password has been updated.</li> </ul>	put together the best plan of attack related to authentication and security.		



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www.smgov.net

Information Security  
Document Version: 1.0

#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
	<ul style="list-style-type: none"> <li>User should not be able to view data or conduct business unless an initial password has been updated with a different password.</li> <li>The Vendor shall inform the City's users, when a new password is created, the user shall not use their City's password.</li> <li>The password must have 12 or more alphanumeric characters and it must contain at least one character from each of the bullets noted below (i.e. each line shall contribute at least one character):                             <ul style="list-style-type: none"> <li>Abcdefghijklmnopqrstuvwxyz</li> <li>ABCDEFGHIJKLMNOPQRSTUVWXYZ</li> <li>0123456789</li> <li>!@#\$%^&amp;*()-+=~&gt;&lt;"/?:;[]</li> </ul> </li> </ul>	<p>Confirmed.</p> <p>First Due can set up password parameters with the customer during implementation.</p>		



Information Services Department  
1685 Main Street, Room 105  
Santa Monica, CA 90401  
Tel: 310.458.8381  
www.smgov.net

Information Security  
Document Version: 1.0

#### 8.0 CLOUD SERVICES

#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
8.1	Are the vendor services housed at their own (a) data center, (b) the cloud, or (c) deployed-on premise only? How does the vendor ensure any services hosted externally maintain regulatory and best practice security controls?	Our services are hosted in the cloud. Hosting of our application is covered by a SSAE 16 Type II audit to ensure the best data security.		
8.2	Which cloud provider(s) does the vendor use?	AWS is used for back-up and database replication / disaster recovery. We do not use AWS for primary hosting. We use a shared tenant option through our data center.		

#### 9.0 CYBERSECURITY INSURANCE

#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
9.1	Does the vendor have cybersecurity insurance? If so, please indicate if it protects against security incidents, including hacking, viruses, data theft and inadvertent loss personal information.	Yes. It does protect against security incidents.		

Information Security Officer Comments:



Information Services Department  
1685 Main Street, Room 105  
Santa Monica, CA 90401  
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----- End of Document -----

# TABLE OF CONTENTS

TIME TO	WHAT MAKES FIRST DUE	
Pre-Incident Planning	Fire Prevention	Incident Reporting
Scheduling & Personnel	Assets & Inventory	Mobile Responder
Community Connect		



# FIRE & EMS SOFTWARE IS BROKEN

As times change, keeping with the demands of modern firefighting and response is more important than ever. From Pre-Incident Planning to Response and Incident Reporting, Fire and EMS agencies nationwide struggle to effectively manage their day-to-day operations in a single platform.

## 'fxl NO TRUE SINGLE -0 PLATFORM

No software platform effectively manages everything your agency needs across prevention, response, incident reporting, assets, and personnel.

### IE] OUTDATED TECHNOLOGY

Many of the current platforms are built using legacy technology and do not take advantage of modern cloud software benefits such as upgrades and flexibility.

### xc/ LACK OF INNOVATION

As a result, agencies are often locked into older software versions and do not receive the kind of feature innovation that is required in ever-changing times.

### NOT RESPONDER FOCUSED

Most platforms are focused on compliance and records management, not on ensuring first responders have the information they need at the time of dispatch.

### IV\ DIFFICULT Y COLLABORATION

Accessing data and information is a struggle for your own agency, let alone for cross-agency or jurisdiction collaborations - pre, during and post incident.

# BROKEN SOFTWARE HAS REAL-WORLD IMPACT

INCREASED RISK



HIGHER TOTAL  
COST OF  
OWNERSHIP



INEFFICIENCIES

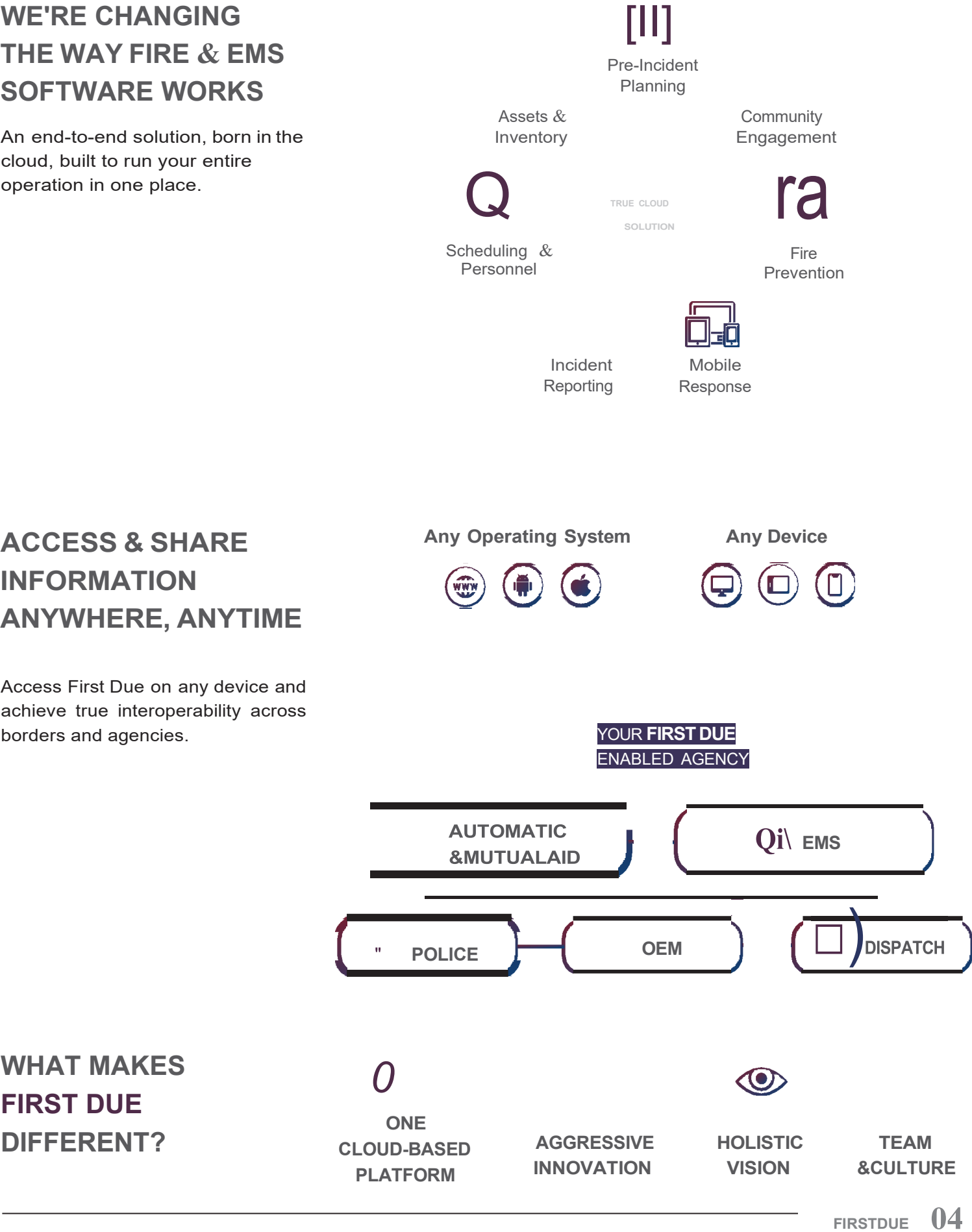
# WE'RE CHANGING THE WAY FIRE & EMS SOFTWARE WORKS

An end-to-end solution, born in the cloud, built to run your entire operation in one place.

# ACCESS & SHARE INFORMATION ANYWHERE, ANYTIME

Access First Due on any device and achieve true interoperability across borders and agencies.

# WHAT MAKES FIRST DUE DIFFERENT?



# Pre-Incident Planning

## Re-imagining Emergency Preparedness



www.firstdue.com  
/products/preincidentplanning

### EVERY STRUCTURE

Automatically aggregate critical information on every structure in your response area so you have pre-plans on every structure within weeks with no effort from your team.

Assessor



GIS

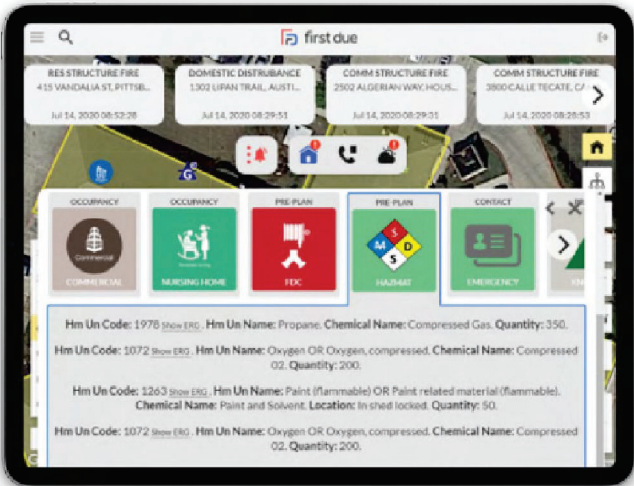
Building Department

Open Data

Fire Prevention



Social Media



### PRE-PAN IN MINUTES

Easily collect critical occupancy and geospatial data in the field with a best-in-class data collection and mapping platform. Intuitive to use, and available on any device for pre-planning in minutes.



NFPA and Custom Map Markers

Building System and Structural information

Critical systems, such as Alarm Panels, Shutoffs, and Fire Systems

Hazardous Material

Attachments, such as Policies and Plans

Multi-building and multi-level support

Any Device

# ANALYZE & MANAGE

Take control of your response area with the ability to assign and schedule pre-plans, analyze inspection history, and gain better insights to risk in your response area, ensuring the best ISO score possible.

m

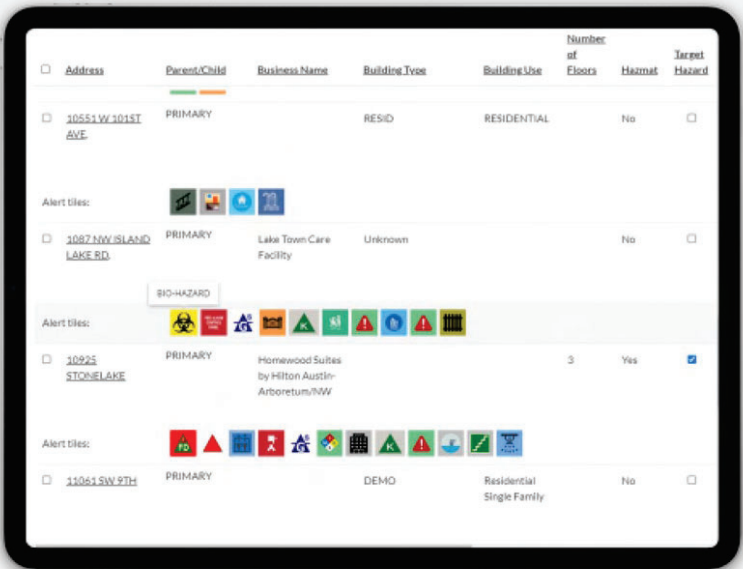
Occupancy Organizer for every structure.

Filter and search occupancies based on any factor.

I

Assign pre-plans with due dates to individuals, shifts, stations, etc.

Manage workflow for submitting and approving pre-plans.



# RESPOND

Instantly access critical structure and occupant data at the time of response on any device tied directly to CAD. Receive notifications and access pre-plans, status, route, and manage incidents in just seconds.

Instant occupancy dashboard available at the time of dispatch

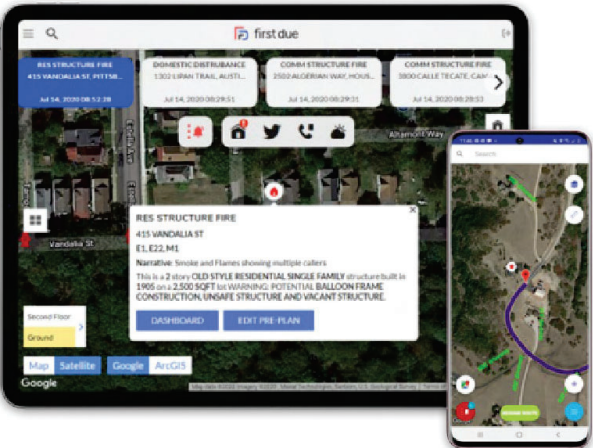
Notifications

Easy-to-view responder pre-plan dashboard

- Statusing

Routing to the scene

Integration with your Mobile Response Platform



# Fire Prevention

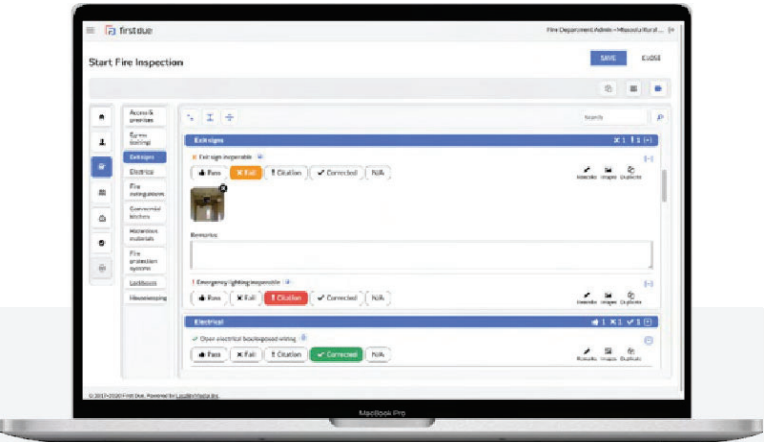
## Re-imagining Inspections



[www.firstdue.com  
/products/fireprevention](http://www.firstdue.com/products/fireprevention)

### NEXT-GEN INSPECTIONS

Complete any type of inspection with intuitive, flexible design with fully integrated pre-planning for company-level inspections.



Intuitive,  
Flexible Design  
Checklists

Integrated  
Codes

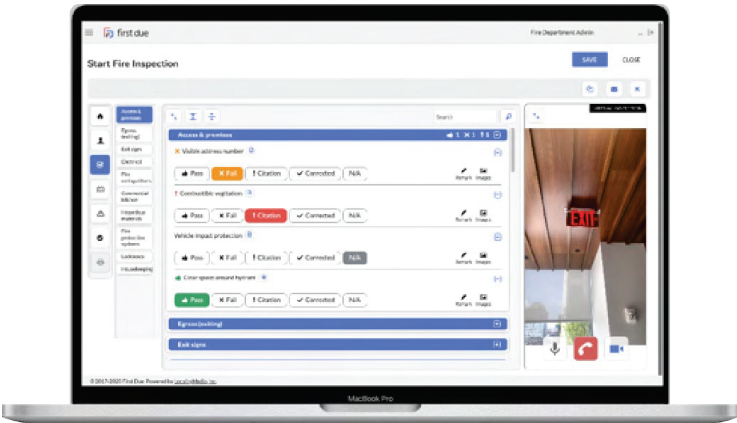


Mobile  
Responsive  
on Any Device

Integrated  
Best-of-Breed  
Pre-Planning

### VIRTUAL COMMUNITY RISK REDUCTION

Do more with less by completing inspections virtually and working directly with business owners and the community to provide critical information, complete applications, and even complete re-inspections.



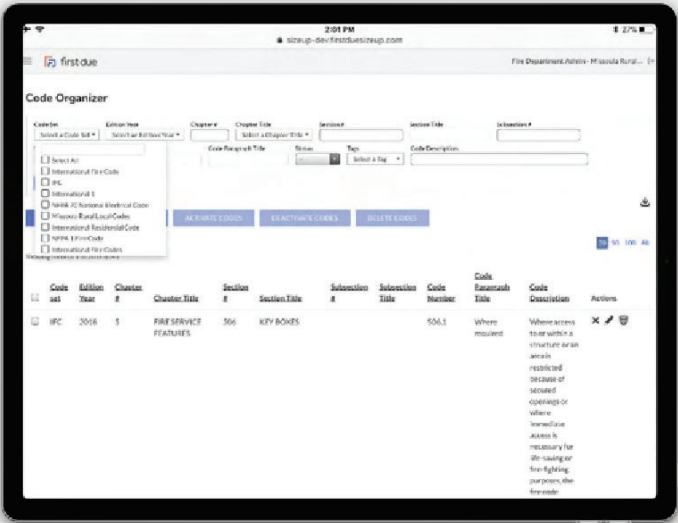
Virtual Inspections

Automated Re-Inspections

Apply for Permits

Collaborate with Businesses and Residents





Code Management Tools

Checklist Configuration

Automated Invoicing

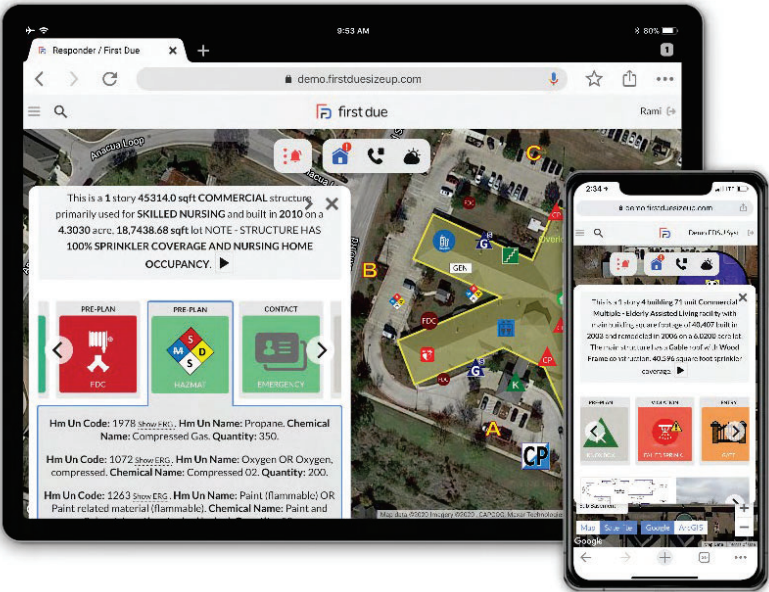
Sophisticated Reporting

ENTERPRISE MANAGEMENT

From small agencies to large enterprises, we've got you covered with code management, checklist customization, and end-to-end invoicing and billing.

RESPONDER FRIENDLY

Bridge the gap between Prevention and Operations by making sure everyone has the critical building and occupant data they need to stay safe.



Data on every structure, including residential

Tied to CAD

Mobile Responder App

Quick-read format with Alert Tiles

# Incident Reporting

Re-imagining  
Records Management

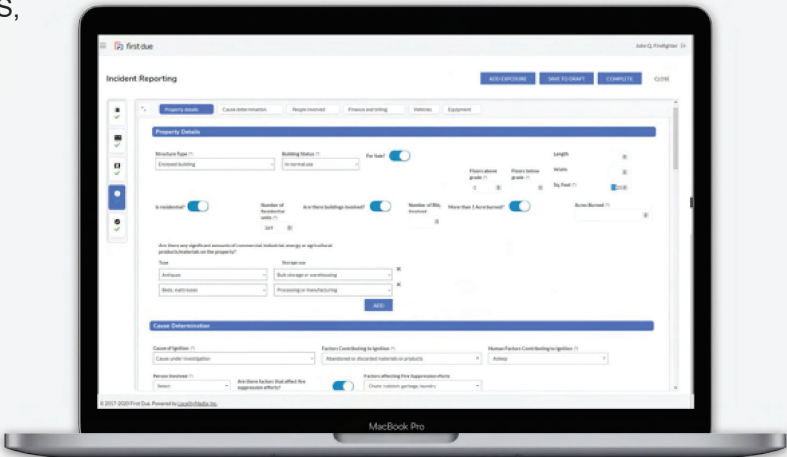


[www.firstdue.com  
/products/incidentreporting](http://www.firstdue.com/products/incidentreporting)

## NEXT-GEN INCIDENT REPORTING

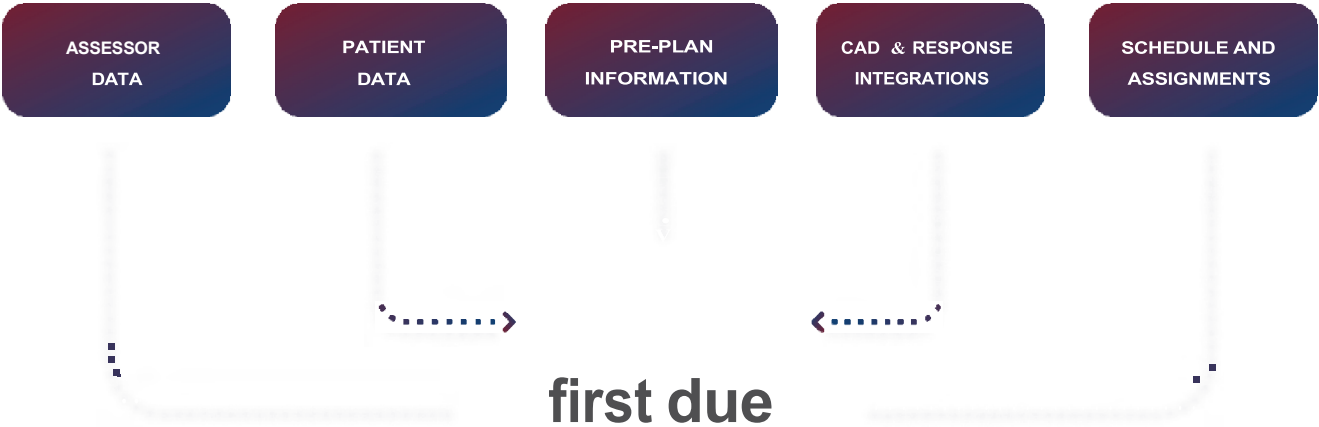
Document Fire & EMS responses with fully scalable, NFIRS, NFORS and ePCR compliant reporting system designed for ease of use by field responders.

- Intuitive responder-focused workflow
- Mobile responsive on any device
- Fully scalable for all incident sizes
- Fully Integrated single report across ePCR and NFIRS



## AUTOMATION

Incident documentation that requires a fraction of the time with automatically prefilled property, patient, dispatch, asset, personnel, and open data.



# COMPLIANCE

Fullfill your Incident Reporting requirements at the state and federal level with automated uploads to necessary regulatory agencies.



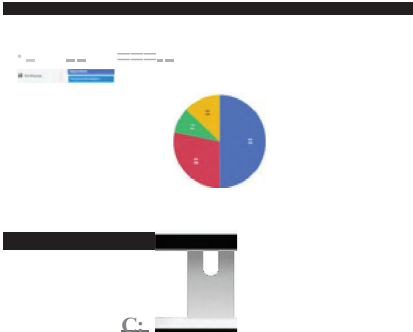
• AND MORE

# SOPHISTICATED REPORTING

Sophisticated reporting to see every high level and granular detail within your organization, ensuring compliance for accreditation & ISO standards.



Detailed compliance breakdown



Comprehensive incident type analysis



m Analyze user activity across functions



# Scheduling & Personnel

## Re-imagining Staff Management



[www.firstdue.com  
/products/schedulingpersonnel](http://www.firstdue.com/products/schedulingpersonnel)

### IMPROVED SCHEDULING

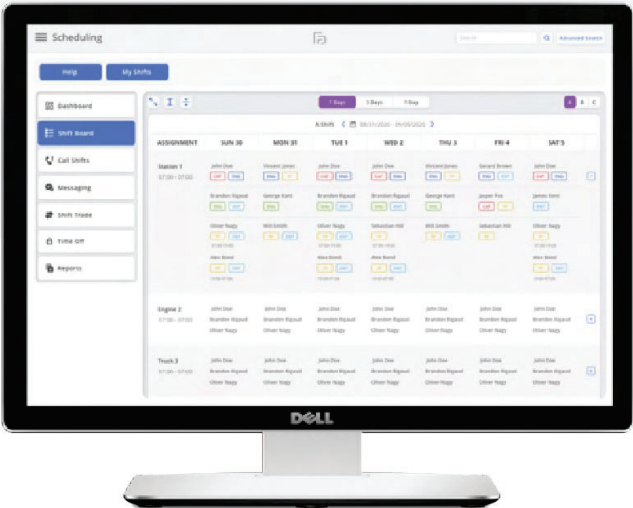
Schedule personnel with a single drag & drop, utilizing a best-of-breed scheduling platform.

 Flexible Shift Board

 Trades

Apparatus Staffing  
Levels

Time off  
and overtime



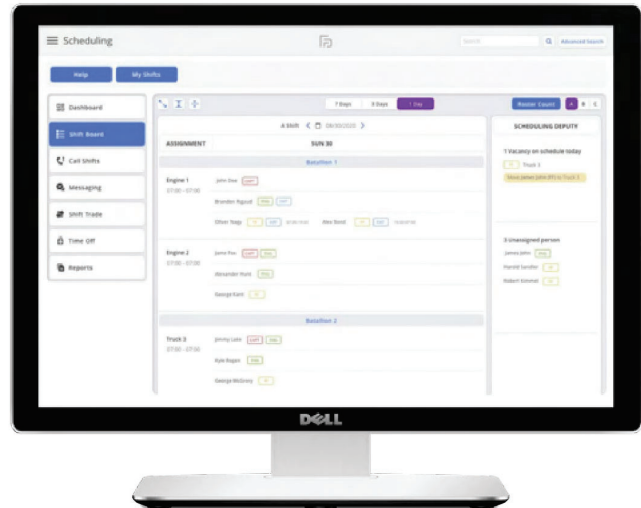
### AUTOMATION

The Scheduling Deputy will recognize vacancies and other required movements to maintain minimum staffing levels.

Vacancies

Recommend actions

Show unassigned personnel



## Time off and Trade monitors

Automation and integration  
with CAD, Incident Reporting,  
and more.



# Assets & Inventory Management

## Re-imagining Vehicle & Equipment Management

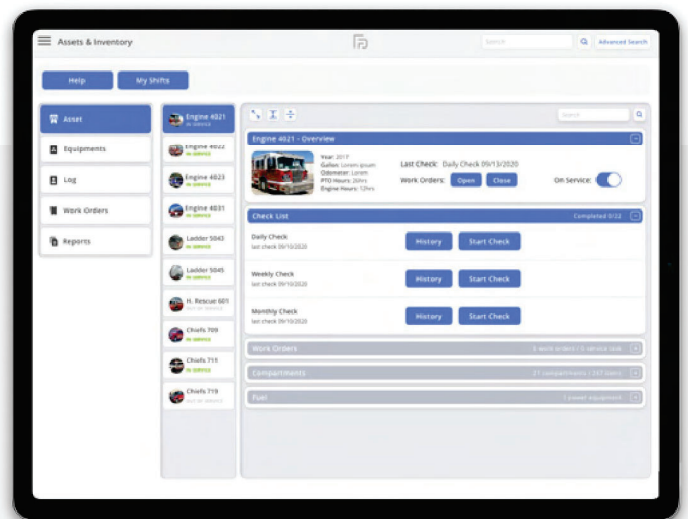


www.firstdue.com  
/products/assetsinventory

### ENHANCED ASSET MANAGEMENT

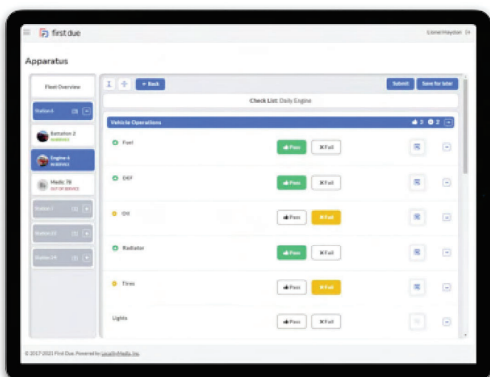
Next-level asset management to accurately understand and assign apparatus, equipment and inventory.

- Heads-up Dashboard
- Live Fleet Management
- System Logging
- 0 Seamlessly Integrated



### NEXT-GEN ASSET CHECKS

Use powerfully intuitive customizations to bridge the gap in vehicle checks.

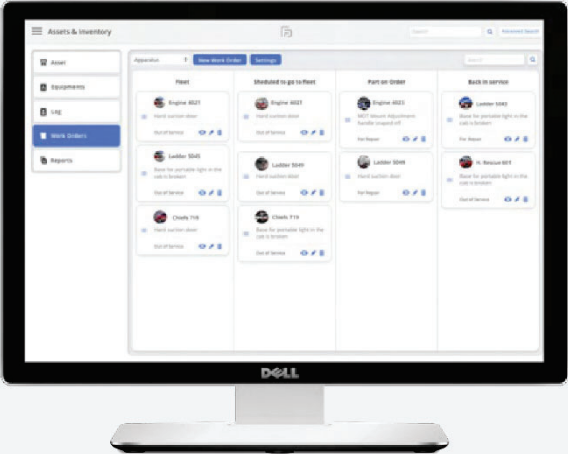


User  
configurable  
asset checks

Realtime  
status updates  
& notifications

Reporting  
& Metrics

Co Available on  
any device



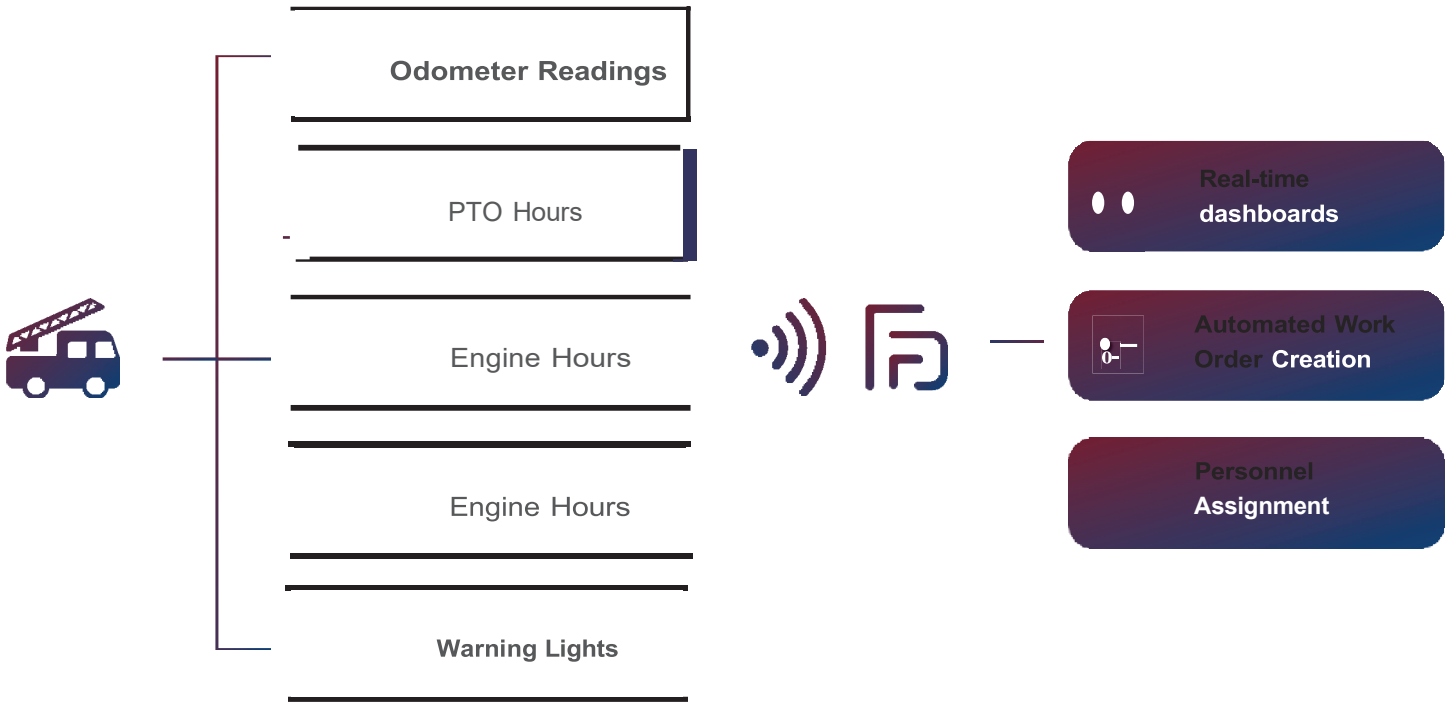
## WORK ORDER MANAGEMENT

Easy drag-and-drop Work Order Management to stay on top of statuses & progress.

-  Kanban Style Work-Order Management
-  Configurable Work-Order Flows
-  Detailed Work-Order Histories
-  On-the-Fly Work Order Creation

## CONNECTED VEHICLE AUTOMATION

emerging IT capabilities in your apparatuses to automate critical areas of the vehicle management process. Have apparatuses communicate automatically with First Due to monitor status, health, and hazards.



# Mobile Responder


Re-imagining Information  
at the Time of Dispatch




[www.firstdue.com  
/products/mobileresponder](http://www.firstdue.com/products/mobileresponder)


## RESPOND

Complete mobile response functionality allows you to be notified, status, and route to an incident.


 Notifications

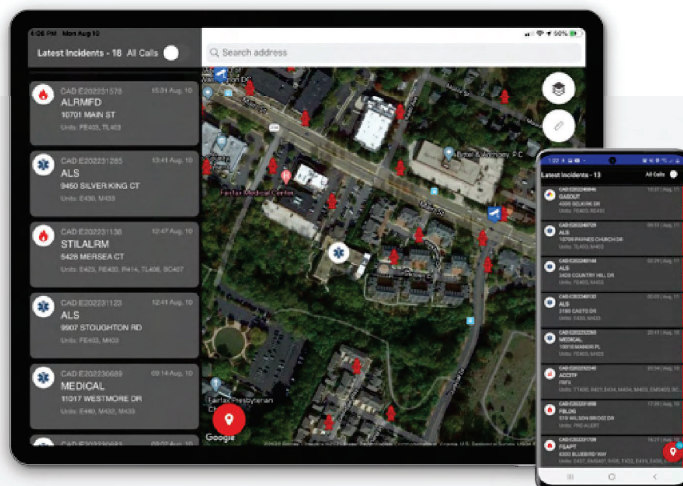
 Routing

 Statusing

 Live Unit Tracking

 Live Chat

 Flexible Maps



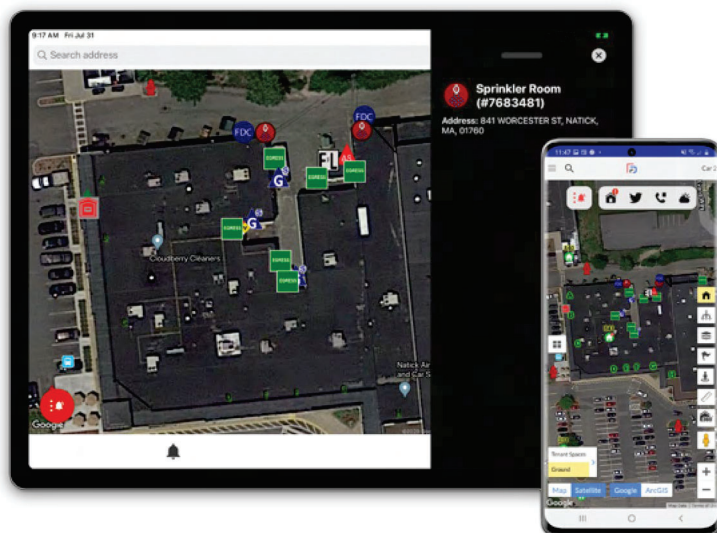
## ACCESS

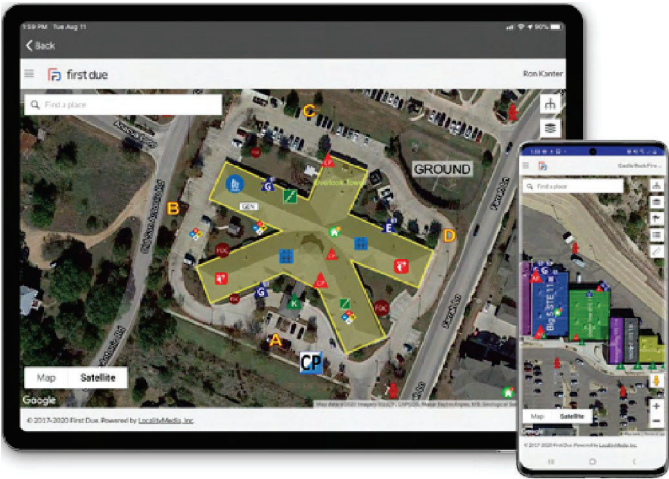
Access critical information on every building at the time of dispatch. From map markers to alert tiles, data is easy to consume quickly.

 Pre-plan maps

 Responder Dashboard

 Data on every structure





SHARE

Ensure all of your mutual aid agencies, police, and OEM are all operating from the same playbook with easy sharing of pre-plans.

- « Share Pre-plan data
- ,i Cross-agency collaboration
- £ Live tactical mapping


ANYWHERE


Respond and access critical information on any device in seconds.




- ti iOS
- iii Android
- I;J Web


LINK DIRECTLY TO DISPATCH


CENTRAL SQUARE

HEXAGON


MOTOROLA SOLUTIONS

INTERGRAPH

spillman  
technologies, inc.

TRITECH  
SOFTWARE SYSTEMS

tyler  
technologies

0 AND MORE



# Community Connect

End-to-End Community  
Engagement for Public Safety

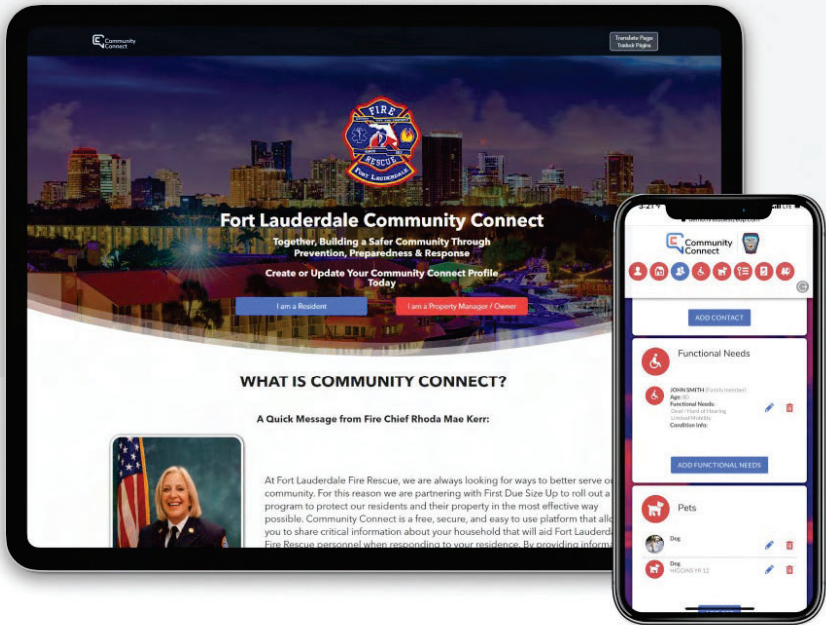


[www.firstdue.com  
/products/communityconnect](https://www.firstdue.com/products/communityconnect)

## ENGAGE RESIDENTS

Give residents & business Owners a  
Powerful Online Portal to Build Life Safety  
Profiles and an out-of-the-box online  
marketing presence to get them there.

Resident-Built Life Safety Profiles  
- Engage with your Community



Occupants & Contacts

Access & Functional Needs

Access and Utilities

Pets & Livestock

Critical Building Information

COVID-19 Self-Reporting

## FAST AND

Five minutes to a complete  
Community Connect profile  
from start to finish.

Turn on or off Information  
collection buckets  
for your specific needs.

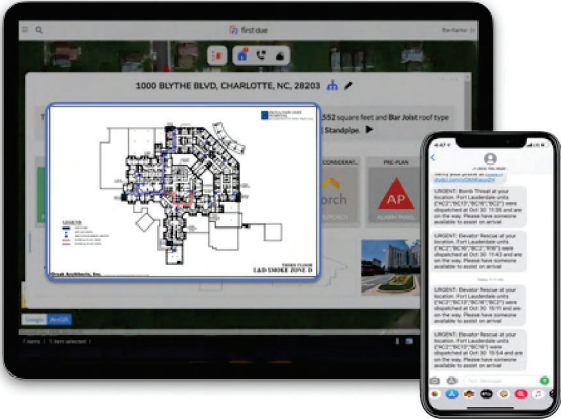
## COMPLIANT &

Safe & secured with bank-  
level encryption & HIPAA  
compliance.

## LAUNCH ON DAY

Your own print & media assets.  
1:1 help from Community  
Connect Experts.





## ENGAGE BUSINESSES

Engage directly with your commercial buildings, schools, universities, and other target hazards. Enable them to provide critical emergency-related information and collaborate with your agency before, during, and after an incident.

- Emergency Plans
- Contact Information
- Fire Systems
- Hazardous Material
- Access and Utilities
- Critical Building Information
- Vulnerable Staff/Employees/Residents

## AUTOMATE WORKFLOWS

Take your paper-based and manual processes and completely automate them by allowing residents and businesses to apply, be notified and pay for services directly through the Community Connect Portal.

1, BURN  
../ PERMITTING



SMOKE  
DETECTOR  
INSTALLS



KNOX  
BOX

RE-  
INSPECTIONS



AND  
MORE

## INFORMATION WHEN IT MATTERS

Respond with Community Connect information during an emergency & use data for analysis during a major event.



### DASHBOARD

Instant visual dashboard at the time of dispatch.

### RESPONSE

Routing to the scene, notifications, and, statusing.

### ANALYSIS

Compatible with Esri ArcGIS for a top-down view of your residents.



We are excited to present pricing for the First Due Suite! Please see below detailed breakdown. It is important to note that First Due is a cloud based system, which means all Support, Maintenance, Hosting and Upgrades are ALWAYS INCLUDED.

Included Modules		
<b>First Due Pre-Plan Suite</b>		\$ 21,632.61
<b>Automated Pre-Plans</b> Connection to data sources to provide pre-plans on every structure even residential.	<b>Assessor</b> <b>Building Permits</b> <b>RMS System</b>	
<b>Pre-Planning</b> The ability to create and manage occupancies / pre-incident plans using first due's pre-plan module including geospatial information, general property data contacts, hazmat and images.	<b>Occupancies</b> <b>Pre-Planning</b> <b>Hydrants</b>	
<b>Responder</b>  Access Mobile responder web, iOS and Android applications which includes CADLink, dispatch notifications, routing and incident/layer mapping.		
<b>Community Connect</b> Allows Emergency Response Agencies to communicate with their residents and commercial property owners by providing them portal access to add critical data about their property and its occupants.		
<b>Fire Prevention</b>		\$ 12,500.00
<b>Inspections</b> Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.		
<b>Invoicing</b> Invoice Management, Bulk Mailing, Billing Report and Customizable Fee Schedules.		
<b>Permitting</b> Permit Management, Customizable Permit Types, Plan Review and Permit Fees.		
<b>Implementation &amp; Training</b>		Included
First Due will provide Set-up and Onilne Training (Train the trainer format) of all the modules above.		
<b>First Year</b>	\$	34,132.61
<b>Second Year</b>	\$	35,497.91
<b>Third Year</b>	\$	36,917.83
<b>Fourth Year</b>	\$	38,394.54
<b>Fifth Year</b>	\$	39,930.33
<b>5 Year Grand Total</b>	\$	184,873.23

\*\*4% Annual COLA increase

<b>Optional Modules</b>		
<b>Incident Reporting - NFIRS</b>	\$	8,150.00
NFIRS Incident Documentation, State and Federal Compliance with automated submission.		
<b>Scheduling</b>	\$	6,300.00
Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.		
<b>Personnel Management</b>	\$	1,000.00
Store, Manage and Access Employee Records including demographic data, certifications and employment information.		
<b>Training Records</b>	\$	1,000.00
Assign Training, Record Completions, View Training Logs, and Manage Certifications.		
<b>Events &amp; Activities</b>	\$	1,000.00
Create Events, View Global Activity Log, and Access Global Calendar.		
<b>Assets &amp; Inventory</b>	\$	4,350.00
Assets, equipment and inventory management, assets and equipment checks, and work order management.		
<b>CAD Integration</b>	\$	2,750.00
Automated importing of CAD calls via XML, Database Connector or API.		
<b>Optional Subtotal</b>	<b>\$</b>	<b>24,550.00</b>

<b>First Year w/ all Optional Items</b>	\$	58,682.61
<b>Second Year w/ all Optional Items</b>	\$	61,029.91
<b>Third Year w/ all Optional Items</b>	\$	63,471.11
<b>Fourth Year w/ all Optional Items</b>	\$	66,009.96
<b>Fifth Year w/ all Optional Items</b>	\$	68,650.35
<b>5 Year Grand Total w/ all Optional Items</b>	<b>\$</b>	<b>317,843.94</b>

## **Exhibit C**

### **Statement of Work**

First Due will perform the following services:

1. Onboarding: Contract negotiation and scope definition
2. Discovery: First Due will hold discovery sessions to better plan for implementation for each module. Sessions may include Systems Administrators (Chief Clemo, Captain Nulty, ISD) and End Users (Fire Group as identified by specific module) to understand every need of the group.
3. Data Migration: Data is split into two prioritized categories.
  - a. Basic information needed to configure an account so users can begin to onboard and provide feedback.
  - b. Second tier is data that needs to be migrated but that is not critical to the optimization of the account.
4. Configuration: Configuration begins during onboarding. At this time SMFD will prioritize, review, and test each component of the activated module.
5. Testing: First Due will begin the Acceptance Testing phase as identified by SMFD and agreed upon with First Due.
6. Go Live: First Due will assist in planning and executing a seamless Go-Live for each module's release.

**Exhibit D**  
**Project Schedule**

Item	Completed By
Establish CAD link from PSSI to FDSU	December 15, 2022
Establish Telestaff import	December 15, 2022
Import Station, Apparatus, Personnel	December 15, 2022
Configure & set up of NFIRS module	December 15, 2022
Configure & set up Admin module	December 15, 2022
Acceptance testing of NFIRS & Admin module	December 31, 2022
In-service training on NFIRS & Admin module	December 31, 2022
Go-live of NFIRS & Admin module	January 1, 2023
Data migration of previous NFIRS data from legacy system	January 31, 2023
Import Equipment & Supplies	January 31, 2023
Configure & set up of Assets & Inventory module	January 31, 2023
Acceptance testing of Assets & Inventory module	February 28, 2023
In-service training on Assets & Inventory module	March 31, 2023
Go-live of Assets & Inventory module	April 1, 2023
Configure & set up of Community Connect	April 30, 2023
Connect FDSU to 3 <sup>rd</sup> party billing	April 30, 2023
Acceptance testing of Community Connect	May 31, 2023
Acceptance testing of 3 <sup>rd</sup> party billing integration	May 31, 2023
Go-live of Community Connect	June 1, 2023

**Exhibit E Budget**

First Due Suite is a cloud based system. All Support, Maintenance, Hosting and Upgrades are included in the pricing as indicated below.

Initial Modules		
First Due Pre-Plan Suite Automated Pre-Plans Connection to data sources to provide pre-plans on every structure even residential. Pre-Planning The ability to create and manage occupancies / pre-incident plans using first due's pre-plan module including geospatial information, general property data contacts, hazmat and images. Responder Access Mobile responder web, iOS and Android applications which includes CADLink, dispatch notifications, routing and incident/layer mapping. Community Connect Allows Emergency Response Agencies to communicate with their residents and commercial property owners by providing them portal access to add critical data about their property and its	Assessor Building Permits RMS System Occupancies Pre-Planning Hydrants	\$21,633
Fire Prevention Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning. Invoicing Invoice Management, Bulk Mailing, Billing Report and Customizable Fee Schedules. Permitting Permit Management, Customizable Permit Types, Plan Review and Permit Fees		\$12,500
Implementation & Training First Due will provide Set-up and Onilne Training (Train the trainer format) of all the modules above.		Included
First Year First Due Preplan Module		\$34,133
Second Year First Due Preplan Module		\$35,498
Third Year First Due Preplan Module		\$36,918
Fourth Year First Due Preplan Module		\$38,395
Fifth Year First Due Preplan Module		\$39,930
5 Year Preplan Module Total		\$184,873

\*4% Annual CPI increase

Additional Modules to be activated when SMFD approves		
Incident Reporting - NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.		\$8,150
Scheduling Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades		\$6,300
Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information		\$1,000
Training Records Assign Training, Record Completions, View Training Logs, and Manage Certifications.		\$1,000
Events & Activities Create Events, View Global Activity Log, and Access Global Calendar.		\$1,000
Assets & Inventory Assets, equipment and inventory management, assets and equipment checks, and work order management		\$4,350
CAD Integration Automated importing of CAD calls via XML, Database Connector or API.		\$2,750
First Year Annual Cost of All Additional Modules**		\$24,550
Second Year Annual Cost of All Additional Modules**		\$25,532
Third Year Annual Cost of All Additional Modules**		\$26,553
Fourth Year Annual Cost of All Additional Modules**		\$27,615
Fifth Year Annual Cost of All Additional Modules**		\$28,720
5 Year Additional Module(s) Total**		\$132,971

\*4% Annual CPI increase

\*\*Pricing for every module will be prorated based on actual go live date of each module.

First Year Annual Costs Full Implementation		\$58,683
Second Year Annual Costs Full Implementation		\$61,030
Third Year Annual Costs Full Implementation		\$63,471
Fourth Year Annual Costs Full Implementation		\$66,010
Fifth Year Annual Costs Full Implementation		\$68,650
5 Year Grand Total Full Implementation		\$317,844
Contingency		\$22,156
Total Not To Exceed		\$340,000

## **Exhibit F Insurance Requirements**

First Due shall procure and maintain for the duration of the Agreement insurance against claims that may arise from or in connection with the performance of the work hereunder by the First Due, its agents, representatives, employees or subcontractors.

### **Minimum Scope and Limits of Insurance**

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits of no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (Insurance Services Office Form CG 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Workers’ Compensation:** Workers’ Compensation insurance as required by the State of California, with Statutory Limits and Employers’ Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease (see footnote #1).
- 3. Technology Professional Errors and Omissions/Cyber Liability:** Insurance with a limit of not less than \$1,000,000 per occurrence or claim/\$2,000,000 in the annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by First Due in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, invasion of privacy violations, information theft, release of private information, alteration of electronic information, extortion, and network security. The policy shall also provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations. Further, the policy shall include, or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data or information “property” of the City of Santa Monica in the care, custody, and control of First Due.

If First Due maintains broader coverage or higher limits than the minimums shown above, the City of Santa Monica requires and shall be entitled to any broader coverage and higher limits maintained by First Due. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Monica.

### **Other Insurance Provisions**



1. The insurance policies are to contain, or be endorsed to contain, the following provisions:
  - a. **Additional Insured Status:** The City of Santa Monica, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of First Due including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to First Due's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85, or if not available, through the addition of a combination of (1) CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and (2) CG 20 37).
  - b. **Primary Coverage:** For any claims related to this Agreement, First Due's insurance shall be primary coverage at least as broad as Insurance Services Offices Form CG 20 01 04 13 as respects the City of Santa Monica, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees or volunteers shall be in excess of First Due's insurance and shall not contribute with it.
  - c. **Notice of Cancellation:** Each insurance policy required herein shall state that coverage shall not be cancelled except after notice has been given to the City of Santa Monica.
  - d. **Waiver of Subrogation:** First Due hereby grants to the City of Santa Monica a waiver of any right of subrogation which any insurer of said First Due may acquire against the City of Santa Monica by virtue of payment of any loss. First Due agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Santa Monica has received a waiver of subrogation endorsement from the insurer.

#### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City of Santa Monica. The City of Santa Monica may require First Due to purchase coverage with a lower deductible or retention or provide satisfactory proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Santa Monica.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in California with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City of Santa Monica.

### **Claims Made Policies**

1. If the Professional Liability policy provides “claims made” coverage:
  - a. The Retroactive Date must be shown and must be before the date of this Agreement or the start of work.
  - b. The insurance must be maintained, and evidence of insurance must be provided for at least 5 years after completion of work.
  - c. If the policy is cancelled or not renewed, and not replaced with another “claims made” policy form with a Retroactive Date prior to the effective Agreement date, First Due must purchase “extended reporting” coverage for a minimum of 5 years after completion of work.

### **Verification of Coverage**

First Due shall furnish the City of Santa Monica with original certificates and amendatory endorsements (or copies of the applicable policy language effecting coverage provided by this clause). All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. However, failure to obtain required documents prior to the work beginning shall not waive First Due’s obligation to provide them. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

### **Failure to Maintain Insurance Coverage**

If First Due, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of agreement. The City of Santa Monica, at its sole option, may terminate this Agreement and obtain damages from First Due resulting from said breach. Alternatively, the City of Santa Monica may purchase such coverage (but has no special obligation to do so), and without further notice to First Due, the City may deduct from sums due to First Due any premium costs advanced by the City for such insurance.

### **Subcontractors**

First Due shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. All exceptions must be approved in writing by the Risk Manager.

### **Footnotes**

1. Workers' Compensation insurance coverage is not required if First Due does not have employees. First Due must, however, execute the City's Workers' Compensation Coverage Exemption Declaration Form.

**EXHIBIT C**

**City's Insurance and Indemnity**

## **Exhibit C**

### **INSURANCE REQUIREMENTS**

#### **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability appropriate to cover RECIPIENT'S Scope of Work under this Agreement.

#### **MINIMUM LIMITS OF INSURANCE**

RECIPIENT, or any party the RECIPIENT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
  - (i) \$1,000,000 per occurrence for bodily injury and property damage;
  - (ii) \$1,000,000 per occurrence for personal and advertising injury;
  - (iii) \$2,000,000 aggregate for products and completed operations; and,
  - (iv) \$2,000,000 aggregate aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
  - (i) \$1,000,000 each accident for bodily injury;
  - (ii) \$1,000,000 disease each employee; and,
  - (iii) \$1,000,000 disease policy limit.

5. Professional Liability :
  - (i) \$1,000,000 per claim/occurrence; and,
  - (ii) \$2,000,000 policy aggregate.

#### UMBRELLA OR EXCESS INSURANCE

In the event RECIPIENT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply or be endorsed to apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

#### DEDUCTIBLES AND SELF-INSURED RETENTIONS

RECIPIENT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and RECIPIENT shall also be responsible for payment of any self-insured retentions.

#### OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. RECIPIENT shall establish additional insured status for the City and for all operations by use of ISO Form CG 20 12 04 13 or CG 20 26 04 13 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Forms CG 20 12 04 13 or CG 20 26 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, RECIPIENT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of RECIPIENT'S insurance and shall not contribute with it. RECIPIENT shall establish primary and non-contributory status under the General Liability policy by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non contributory status as broad as that contained in ISO Form CG 20 01 04 13.
4. All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. RECIPIENT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, RECIPIENT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, RECIPIENT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
5. Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

6. All policies of insurance shall contain, or be endorsed to contain, the following provision: RECIPIENT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

#### CLAIMS-MADE POLICIES

If the Professional Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by RECIPIENT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by RECIPIENT, RECIPIENT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

#### VERIFICATION OF COVERAGE

RECIPIENT shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, RECIPIENT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

#### SUBCONTRACTORS

If RECIPIENT subcontracts any or all of the services to be performed under this Agreement, RECIPIENT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no side agreement is required, RECIPIENT shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and RECIPIENT shall ensure that CITY, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with RECIPIENT, and CITY, prior to commencement of any work by the subcontractor.

**EXHIBIT D**

**City and Vendor Renewal Quote**



EXHIBIT D - Fee, Budget and Compensation Schedule



Locality Media, Inc. dba First Due  
107 Seventh St  
Garden City, NY 11530, United States  
Phone: +1 (516) 874-2258  
Website: <https://www.firstdue.com/>

**Renewal Quote**  
ID: 1545132000316851858

**BILL TO:**  
Billy Alcorn  
Fresno City Fire Department  
911 H Street  
Fresno, CA 93721

**Account:** Fresno City Fire Department  
**Renewal Start Date:** November 1, 2024  
**Renewal Term Length:** 36 months  
**Annual Subscription:** \$113,360.00

Product Details	Total
<b>Occupancy Management &amp; Pre-Incident Planning (Renewal)</b> Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.	
<b>Inspections (Renewal)</b> Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.	
<b>Invoicing (Renewal)</b> Invoice Management, Bulk Mailing, Billing Report and Customizable Fee Schedules.	
<b>Permitting (Renewal)</b> Permit Management, Customizable Permit Types, Plan Review and Permit Fees.	
<b>Incident Reporting – NFIRS (Renewal)</b> NFIRS Incident Documentation, State and Federal Compliance with automated submission.	
<b>Incident Reporting – ePCR (Renewal)</b> ePCR Incident Documentation, State and Federal Compliance with automated submission.	
<b>Community Connect (Renewal)</b> Online portal for residents and businesses to input critical occupant and property data that can be made available to Emergency Response Agencies during an incident.	
<b>Automated Pre-Plans</b> Automated data import from assessor, online building department and GIS address points.	
<b>CAD Integration (Other) (Renewal)</b> Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP, XML, or API.	
<b>Scheduling Integration w/ Third Party (CrewSense) (Renewal)</b> Scheduling Integration with CrewSense	
<b>Custom Integrations Services Annual Support and Maintenance (Renewal)</b> Services related to Tyler Munis integration service with the First Due Platform.	
<b>Custom Integrations Services Annual Support and Maintenance (Renewal)</b> ODBC Connector - Updated Daily	
	Subscription Fees Subtotal (11/01/2024-10/31/2025) \$ 113,360.00
	<b>Total Year 1 (11/01/2024-10/31/2025) \$ 113,360.00</b>
	<b>Total Year 2 (11/01/2025-10/31/2026) \$ 117,894.40</b>
	<b>Total Year 3 (11/01/2026-10/31/2027) \$ 122,610.18</b>

**Terms and Conditions**  
The above-listed Total Year 1 (11/01/2024-10/31/2025) will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance on November 1st.  
**Termination for Convenience:** The City of Fresno may terminate the Agreement or any Quote for any reason, in whole or in part, at any time with 30 days written notice to the First Due. In the event of a conflict between this Renewal Quote and Agreement, the terms of this Renewal Quote shall control and take precedence.

**Payment Terms:** Net 30 days

