

ADDENDUM NO. TWO

REQUEST FOR PROPOSAL

POST TRAINING AND QUARTERMASTER SOFTWARE

PROJECT NO. 385-24

CITY OF THORNTON, CO

TO: Prospective Proposing Firms and all others concerned

DATE: December 11, 2024

PURPOSE: To provide additional information and clarification to the solicitation documents for the above-referenced Project.

1. The following questions and answers are provided for additional clarification to the RFP. All answers from Thornton in response to Vendor submitted questions have been provided in **bold** text.

Question # 1: Are the “Additional Features” in the POST Software and Field Training Software Scopes of Work optional?

Answer # 1: Yes, they are optional though we are interested in systems that have these capabilities or the ability to add them.

Question # 2: Is Thornton looking for content to be included in any of the SOW items?

Answer # 2: Please include any and all pertinent information that you feel is necessary.

Question # 3: Should the RTM be answered in the Excel spreadsheet or in a document format?

Answer # 3: Yes. The matrix contains a column titled “Requirement Compliance” with drop downs, which the proposing Vendor is to answer how their solution meets each requirement, with options including, cannot meet, future release, out-of-the box, with configurations, or with custom programming. There is an additional column within the matrix titled “Product/Module” for the Vendor to enter in if the requirement is found within a particular module of their solution.

Question # 4: Can the City of Thornton extend the proposal due date to be a minimum of two weeks after the dates when Thornton publishes answers to all Vendor questions?

Answer # 4: Thornton does not anticipate extending the proposal due date at this time.

Question # 5: Due to the volume of information required can a Vendor submit more than 75 pages?

Answer # 5: Please refer to section E.6 note that this is a request and not a requirement.

Question # 6: Is the proposal page limit of 75 pages for each of the four software products? Or is the 75 page limit for all four software products?

Answer # 6: The page limit of 75 pages for the proposal, in its entirety is a request not a requirement.

Question # 7: Is the initial/base year budget of \$100,000 for all four requested software solutions? Or is it \$100,000 for each of the requested solutions?

Answer # 7: This is the budget for all four (4) solutions.

Question # 8: Does the City of Thornton intend for Proposing Vendors who are proposing in all four software categories to answer the Appendix No. 1 Proposal Questions all in one document, or in four separate Appendix No. 1 Documents?

Answer # 8: All in one (1) document.

Question # 9: Regarding Appendix No. 2 Requirements Traceability Matrix (RTM) does Thornton want vendor-supplied, built-in, virtual-reality style video scenarios in the Field Training Software and the POST Software? Can Thornton please elaborate on and define the nature of this requirement?

Answer # 9: We are looking for the possibility for us to enter our own agency created training videos into the software.

Question # 10: Regarding the Technology Master Service Agreement can it be accepted that a system that is a part of the FedRAMP program, and is authorized at the FedRAMP-Moderate level, has equivalent security to the various standards listed in Section C?

Answer # 10: Proposing Vendors must send all requested redlines to Thornton's sample Technology Master Service Agreement, as

part of their final proposal submittal.

Question # 11: Regarding the Technology Master Service Agreement can Thornton please provide a more detailed and specific definition and elaborate on the requirement for a "mutually agreed upon NIST... method and standard"? Does encryption that conform to the federal CMVP/FIPS 140-2/3 program qualify as meeting this requirement?

Answer # 11: Please refer to the answer provided for question # 10.

Question # 12: Regarding the Technology Master Service Agreement can Thornton please share all rules/policies/procedures/standards that are issued by Thornton's Technology Services Security Section, since this is listed as a requirement?

Answer # 12: This may be shared with the awarded Vendor, if required.

Question # 13: Regarding the Technology Master Service Agreement does Thornton acknowledge that a "reasonable access security requirement" might be that no access to a SaaS system may be possible outside of audit reports and some limited security documentation?

Answer # 13: Please refer to the answer provided for question # 10.

Question # 14: Regarding the Technology Master Service Agreement can Vendors instead describe the components of vendor's existing background checks (commercial and federal Public Trust), and indicate that all staff with production data access are required to pass checks prior to access?

Answer # 14: Please refer to the answer provided for question #10.

Question # 15: Regarding the Technology Master Service Agreement, FedRAMP annual audits include security scans, penetration tests, reviews of policies/procedures/controls. Due to the maintenance of OpSec, vendor cannot share the raw results requested with any entities outside of the FedRAMP-approved 3rd party auditor. Can Thornton accept a FedRAMP Security Assessment Report (SAR) in lieu of the other documents listed?

Answer # 15: Please refer to the answer provided for question #10.

Question # 16: Regarding the Technology Master Service Agreement, NIST standards of remediation are more nuanced than this, based on risk of each individual finding to be remediated. Is Thornton open to a more-nuanced response to this clause?

Answer # 16: Please refer to the answer provided for question #10.

Question # 17: Regarding the Technology Master Service Agreement, how is the "data integrity audit" different from the other audits referenced throughout section C? Can a FedRAMP-authorized 3rd party audit suffice for this purpose?

Answer # 17: Please refer to the answer provided for question #10.

Question # 18: Regarding the Technology Master Service Agreement, can Thornton please provide and/or define "Thornton's data retention policies"?

Answer # 18: The answer to this question would depend on the Proposing Vendors solution. A final determination will be made with the awarded Vendor through a Contract.

Question # 19: Regarding the Technology Master Service Agreement, can Thornton please verify whether the IdM system conforms to SAML 2.0 standards for federated authentication with a SaaS system?

Answer # 19: Please refer to the answer provided for question #10.

Question # 20: Regarding the Technology Master Service Agreement, can Thornton accept Third Party Vendor VPAT reports from a vendor (TestPros) that has been awarded a GSA Multiple Award Schedule (MAS) for a full range of IT requirements?

Answer # 20: Please refer to the answer provided for question #10.

Question # 21: Regarding the Technology Master Service Agreement, in the event of any deficiencies, can the solution be deployed, as long as the Vendor has a remediation roadmap and provides temporary work-arounds?

Answer # 21: Please refer to the answer provided for question #10.

Question # 22: Regarding the Technology Master Service Agreement, can Thornton provide additional time beyond 90 days to the vendor to enhance their solutions to meet the accessibility requirements (Colorado's HB 21-1110, Section 508, WCAG 2.1 AA)?

Answer # 22: Please refer to the answer provided for question #10.

Question # 23: Regarding Software Licensing, what is the projected total number of users for each of the four requested software solutions, for each of the four levels of users stated in the RFP (Administrators, General Users, View Only, and IT)?

Answer # 23: This could be subject to change based on the selected software solution: Training Records Management (400), Quartermaster Management (< 50), Field Training Software (< 100), POST Academy (<100). The current total manpower for the Thornton Police Department is three hundred forty-six (346) employees.

Question # 24: The Proposing Vendor intends to provide its master service agreement (MSA) terms and conditions found at <http://www.abc123.com> along with its proposal. Will the City of Thornton accept these MSA terms and conditions as part of the entire agreement between the parties?

Answer # 24: All Proposing Vendors terms and conditions must be available as an editable copy (e.g., Adobe PDF, Microsoft Word, etc.) of the updated terms and conditions. This will allow our legal team to review the changes and ensure that they align with our compliance requirements. A hyperlink is not acceptable.

Question # 25: Vendor has a standard Service Level Agreement (SLA) that is a reasonable and mutually beneficial standard for SLA response times and resolution targets. Will Thornton accept Vendor's SLA?

Answer # 25: Please refer to the answer provided for question #24.

Question # 26: Vendor invoices for subscriptions to its services on an annual basis at the beginning of each contract year with amounts owed payable Net 30. Are these payment terms acceptable to Thornton?

Answer # 26: Yes.

Question # 27: Will Thornton permit redlining and negotiation of its terms and conditions either during the negotiations phase or post-award?

Answer # 27: Yes, but please also refer to the answer provided for question #10.

Question # 28: Vendor is offering its Cloud hosted commercial-off-the-shelf SaaS solutions and content to Thornton. The Vendor requires that it maintains ownership over this pre-existing intellectual property (IP). Is this acceptable to Thornton?

Answer # 28: Yes, but please also refer to the answer provided for question #10.

Question # 29: Any changes made to the Vendor's pre-existing intellectual property (IP) become immediately, inextricably intertwined with the pre-existing IP and cannot be logically separated and maintain functionality. Accordingly, will Thornton agree that any changes, enhancements, improvements, and the like made to the Vendor's pre-existing intellectual property shall remain the sole and exclusive property of the Vendor?

Answer # 29: Yes, but please also refer to the answer provided for question #10.

Question # 30: The RFP's General Indemnification section transfers unlimited amounts of risk to Vendor. Would Thornton be willing to accept a cap as follows?

"With the exception of claims related to intellectual property infringement, fraud, gross negligence, willful conduct, property damage, personal injury and death, the Vendor shall not be required to spend more than three times (3X) the amount paid to the Vendor in the preceding twelve (12) months pursuant to Section VI.A., including without limitation on attorneys' fees, court costs, settlements, judgments, and reimbursement of costs."

Answer # 30: Yes, but please also refer to the answer provided for question #10.

Question # 31: The Indemnification section of Thornton's Technology Master Service Agreement is ambiguous concerning the Vendor's right to control the defense over any claim for which it is required to indemnify Thornton. Will Thornton please confirm that the Vendor shall be given sole control over the defense for any claim for which Thornton seeks indemnification, excluding settlement which shall not be entered without the advance consent of Thornton?

Answer # 31: Please refer to the answer provided for question #10.

Question # 32: Thornton's Technology Master Service Agreement provides for immediate termination without cause. Termination without cause causes revenue recognition issues for the Vendor and makes it difficult to budget and allocate resources to the project. Will Thornton waive termination without cause? Or, in the alternative, will Thornton recognize and agree that Vendor bills for subscriptions to its services on an annual basis at the beginning of each contract year and that Vendor's fees are earned upon being invoiced and non-refundable when paid unless the Agreement is terminated for cause as a result of the Vendor's breach?

Answer # 32: Please refer to the answer provided for question #10.

Question # 33: Regarding Appendix 1, RFP Proposal Questions; Section F, Product Support, Incident Responses, and Licensing Agreements, paragraph 1) a) (page 6) asks to "provide the following information technology support services for the security management service option that you have proposed on." Does Thornton intend this to read: "POST Training and Quartermaster Software options," instead of "security management service option"?

Answer # 33: Yes, this was a typo, it should read POST Training and Quartermaster Software.

Question # 34: Regarding Appendix 1, RFP Proposal Questions; Section G. Training; paragraph (a) (page 8). Section G, paragraph (a) asks "What amount of training is offered by your firm to your client's personnel when new products are installed at a client's location (existing buildings and new construction buildings)? As cloud-hosted, SaaS solutions, our software products are not physically installed at client locations. Can Thornton please clarify what information is being requested by this question?"

Answer # 34: Please provide the amount of training is offered by your firm to your clients personnel.

Question # 35: Should Proposing Vendors only include pricing in the provided Excel spreadsheet, Appendix 3 Pricing Form, or do we also need to include it in the "additional technical information" document required in RFP section E.5 (page 18).

Answer # 35: All prices quoted shall be firm and fixed for the award and initial purchase. The pricing form for this RFP will be in a Microsoft Excel format, with a free-type ability for the Vendor to complete the form. The form is under separate cover and is entitled "385-24 RFP Appendix No. 3 Pricing Form."

Question # 36: Is Thornton open to adding additional modules to existing services you have in place today, which are funded by Colorado POST, or are you looking for a separate software solution? Ex. CO POST provides all agencies in Colorado with PoliceOne Academy, which does not come standard with the inventory management module; however, it can be added at an additional cost, preventing TPD from having to manage multiple systems.

Answer # 36: The Thornton Police Department is a current user of PoliceOne Academy and is open to all options to meet the requested need.

Question # 37: TPD uses a subset of our software pieces today but does not utilize

all of our modules. Similar to the above question, would TPD be open to expanding current solutions in place today to include the requested modules?

Answer # 37: Please refer to the answer provided for question #36

Question # 38: The City of Thornton is an active member of Sourcewell, a government cooperative contract. Our organization is an awardee of a contract and offers all requested solutions through Cooperative contracting. If TPD is open to adding modules to our existing solutions in place, can we utilize Cooperative purchasing to expediate the process for TPD?

Answer # 38: This may be considered during the evaluation process.

Question # 39: Regarding B.8 Training Records Management, Section A Curriculum Management, can you expand on how this will be actively used by your staff and advise if it is a requirement or nice to have?

Answer # 39: This is a requirement. The ability to upload the given training material into the system and/or develop curriculum in the software.

Question # 40: Regarding B.9 Scope of Work Quartermaster Management, section A Procurement, is this section nice to have or requirement?

Answer # 40: This is nice to have.

Question # 41: Regarding B.9 Scope of Work Quartermaster Management, section C Integration and Data Management, is this section nice to have or requirement?

Answer # 41: This is a requirement.

Question # 42: Regarding B.10 Scope of Work Field Training Software, section A Curriculum Management, is this required for Field Training? If so, please explain how this will be actively used by your staff.

Answer # 42: The software should be able to hold all agency required Field Training Curricula, either through our development and upload to the system or the ability to build curriculum in the system.

Question # 43: Regarding B.10 Scope of Work Field Training Software, section A Scenario Builder is this required for Field Training? If so, please explain how this will be actively used by your staff.

- Answer # 43: This is a nice to have, and not required.**
- Question # 44: Regarding B.11 Scope of Work Post Academy Software, section A Curriculum Management is this section nice to have or requirement?
- Answer # 44: This is a requirement.**
- Question # 45: Regarding B.11 Scope of Work Post Academy Software, section B Video Recording Analysis, is this section nice to have or requirement?
- Answer # 45: This is nice to have.**
- Question # 46: Regarding B.12 Software Technology Accessibility Compliance is this section nice to have or requirement?
- Answer # 46: This is a requirement.**
- Question # 47: Does TPD currently use spreadsheets or forms to track assets and training records?
- Answer # 47: Yes.**
- Question # 48: Regarding B. 8 Scope of Work Training Records Management, can Thornton provide more detail on build curriculums, tests, etc?
- Answer # 48: The software should have the ability for administrators to upload entire training curriculums into the system and the ability to write tests, issue tests to students and track testing.**
- Question # 49: Does TPD currently use an online learning platform? If so, what is it?
- Answer # 49: Thornton Police currently utilize both PoliceOne Academy and NeoGov for some of these purposes.**
- Question # 50: Does TPD currently use software for employee performance evaluation? If so, what is it?
- Answer # 50: Thornton Police currently uses NeoGov Perform for performance evaluations.**
- Question # 51: How is meeting or not meeting additional features considered in the evaluation as far as scoring?
- Answer # 51: Please refer to section E.11 Evaluation of Proposals and E.12 Evaluation Criteria.**

Question # 52: Does TPD currently use RFID technology? If so, please provide additional details on the hardware.

Answer # 52: No.

Question # 53: Does TPD currently use bar code scanners? If so, please provide additional details on the hardware.

Answer # 53: No.

Question # 54: In Appendix 1, it says it will be provided in MS Word form to standardize responses. Can we get this in Word form?

Answer # 54: This was accidentally uploaded as a PDF. A Word copy has been uploaded with this Addendum.

2. All other terms and conditions shall remain unchanged except as provided by this Addendum. Proposing firms must acknowledge receipt of this Addendum in their Proposal.

END OF ADDENDUM NO. TWO

Megan deGrood, CPPB
Purchasing Manager

Date