



SERVICE AGREEMENT NO. 68227

Emergency Medical and Police Priority Dispatch Call Center System Software

THIS **Emergency Medical and Police Priority Dispatch Call Center System Software Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Priority Dispatch Corp. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Emergency Medical and Police Priority Dispatch Call Center System Software in response to Request for Bid/Proposal No. SS-68227 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide Emergency Medical and Police Priority Dispatch Call Center System Software ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** This Agreement is for six years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so in writing and prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$396,260.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Kathleen Porche
Police Department
Phone: 361-886-2653
email: KathleenP@cctexas.com

5. **Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. **Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. Inspection and Acceptance. City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. Warranty.

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

9. Quality/Quantity Adjustments. Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

10. Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

11. Independent Contractor. Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own

manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

- 12. Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Kathleen Porche
Title: 911 Program Manager
Address: 321 John Sartain St. Corpus Christi, TX 78401
Phone: 361-886-2653
Fax: 361-886-2607

IF TO CONTRACTOR:

Priority Dispatch Corp.

Attn: Chris Murdock

Title: Sales Representative

Address: 110 Regent Street, Suite 500 Salt Lake City, UT 84111

Phone: (800) 363-9127

Fax: N/A

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.


(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the

Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. **Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
20. **Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
21. **Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
 - A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
22. **Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
23. **Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.
24. **Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.

25. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties

CONTRACTOR

Signature:  _____

Printed Name: Brent E. Hawkins

Title: Vice President & General Counsel

Date: 3/22/2019

CITY OF CORPUS CHRISTI

Kim Baker
Assistant Director of Finance – Purchasing Division

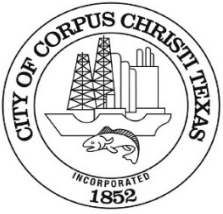
Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. SS-68227
- Exhibit 2: Contractor’s Bid/Proposal Response



ATTACHMENT A – SCOPE OF WORK

General Requirements/Background Information:

The Contractor, Priority Dispatch Corp. (PDC), will provide ongoing support of the Medical Priority Dispatch System (MPDS), Police Priority Dispatch System (PPDS), and assist MetroCom in meeting all the standards necessary for accreditation by the International Academies of Emergency Dispatch (IAED) as an Accredited Center of Excellence (ACE). The Contractor will assist in implementing a self-sustaining quality improvement (QI) and risk management system that will ensure a continuous, safe and effective emergency dispatch operation both now and in the future over the 6-year period of the Contract. The Contractor will guide and assist with the implementation of the standards and processes as noted in Scope of Work.

Index of Abbreviations/References

1. PDC – Priority Dispatch Corporation
2. PDS – Priority Dispatch System
3. CAD – Computer Aided Dispatch
4. MPDS – Medical Priority Dispatch System
5. PPDA – Police Priority Dispatch System
6. ACE – Accredited Center of Excellence
7. DSC -Dispatch Steering Committee
8. DRC – Dispatch Review Committee
9. QIU – Quality Improvement Unit/Committee
10. QI – Quality Improvement
11. QA – Quality Assurance
12. ED-Q – PDC’s Emergency Dispatch software

Project Title – Software Implementation, Training, Certification, Installation, Accreditation and Maintenance

Project Locations – Off-site/Digital and On-Site Training and Installation @ 321 John Sartain St. Corpus Christi, TX 78401.

Project Scope

This is an 9 Phase 6-Year Project. Each Phase will be implemented and provide the following:

A. Phase 1: INITIAL ASSESSMENT

1. Implementation Pre-Planning

- a. The Contractor will perform an assessment to identify specific/unique needs for MetroCom. This phase will include the following in order to successfully complete the project as outlined in the Scope of Work:

- I. Identification of key personnel;
- II. Review of MetroCom's pertinent Policies and Procedures;
- III. Survey Completion;
- IV. Schedule Coordination; and
- V. Will include an on-site visit.

B. Phase 2: IMPLEMENTATION (1 Day Meeting)

1. Management/Stakeholder Orientation

- a. The Contractor will conduct a Stakeholder Orientation to establish committees in order to complete each phase of the project efficiently.
 - I. The orientation will provide an introduction to the philosophy and objectives of the Priority Dispatch System (PDS).
 - II. Committees established will include the:
 - 1) Dispatch Steering Committee (DSC);
 - 2) Dispatch Review Committee (DRC); and
 - 3) Quality Improvement Unit (QI).

2. Kickoff

- a. The Contractor will conduct a kickoff meeting that will include a introduction to the implementation plan and process as well as an opportunity to provide a general overview of the protocols, the system/process, and the infrastructure that supports it.
- b. The Kickoff meeting will be concurrent with IT Consult and Initial Evaluation

3. IT Consult and Initial Tech Evaluation

- a. Concurrent with the Kickoff meeting, Contractor staff will conduct an initial IT Tech Evaluation.
- b. During this Initial Consultation and Tech Evaluation, considering the ProQA/CAD (CAD-Computer Aided Dispatch) interface has been installed, the Contractor shall:
 - I. Ensure the MetroCom workstation, network, and CAD are ready for the ProQA and AQUA software.
 - II. Evaluate the network, identifying where the server-based software will be located and the specific OS of the server.
 - III. Install ProQA software on one machine and tested against the CAD interface, allowing a preliminary CAD signoff to be done. This important step assists to identify what options of the software

MetroCom wants configured, and to verify that the information sent by ProQA is received and displayed accurately by the CAD.

- IV. Discuss the specific options that Medical Control (Medical Director), Fire Administration, and or Law Enforcement Administration may authorize and how to configure it in ProQA vs. manual cardsets. This includes a demonstration of how the Response Configuration is setup.
- V. Identify and verify all client machines that will have the ProQA and/or AQUA software installed.
- VI. Discuss maintenance requirements, as well as any questions regarding installation and support.

4. Conduct First Joint DRC and DSC Meeting – ACE Point 5, 12, 18 (Exhibit A)

- a. The Contractor shall conduct the first joint DRC AND DSC Meeting. The attendees at this first joint meeting of the two essential combined committees should include those persons selected for those committees as well as the MetroCom project manager, and the Contractor project manager. The topics discussed at this initial meeting will include:
 - I. Roles and responsibilities of all combined committee members as well as the MetroCom and PDC project manager will be clarified and discussed. These roles and responsibilities will be defined both during the implementation project and to accreditation, and into the future.
 - II. The PDC Statement of Work/Project Plan will be reviewed with the combined committee. Elements of the implementation that are the direct and shared responsibility of the Contractor will be reviewed and discussed.
 - III. The PDC project manager will supply the combined committee with a proposed implementation schedule and timeline. The combined committee will be asked to discuss this timeline and begin the process of assigning tentative dates for the various elements of the implementation. The tentative system start-up (Go-Live) date should be one of the initial dates assigned.
 - IV. The role and responsibility of the Medical Director will be discussed, and the combined committee will be given a Medical Director check-list, approval, and sign-off document. The document will allow the Medical Director to review the elements of the Medical Protocol that require Medical Director approval and provide a method for the Medical Director to record that approval via signature. **ACE Points 12 & 18 (Exhibit A)**

- V. The combined committee will be given approval and sign-off documents that allow Police authorities to review, define, and authorize local Special Definitions pertinent to Police operations within the parameters of the respective Protocols. **ACE Points 12 & 18 (Exhibit A)**
- VI. The integral PDS QA/QI processes will be discussed and its crucial role in system performance and Accreditation explained. The steps to build the structure and communication necessary to allow the process of continuous improvement to occur will be explained as well.
- VII. The Accreditation process, and its benefits for the MetroCom, will be discussed and the 20 Points of Accreditation will be reviewed. A document detailing the 20 Points of Accreditation will be reviewed with the combined committee and assignments are made with completion timeframes.
- VIII. The PDC project manager will provide the combined committee with a complete range of policy and procedures regarding the use of and compliance to the PDS and the QI process. These policies and procedures will be provided in a template MS Word format to allow the MetroCom to tailor them to local use and need. The combined committee will be asked to review and discuss these policies and procedures and, if necessary, amend them prior to their adoption. **ACE Point 12 (Exhibit A)**
- IX. The PDC project manager will conduct a review of the process of establishing response configurations, both in a spreadsheet provided by PDC, and in the ProQA Response Configuration Utility. The PDC project manager will also describe the importance that no field response plan changes are made within the implementation of the response configuration review process or at Go-Live. Once protocol compliance and accreditation standards are achieved this component becomes an important benefit of the PDS. Other upcoming system administration tasks will also be reviewed. The details of accomplishing these tasks will be covered later in a System Administration training day taught by PDC Software Support staff.
- X. Any IT/CAD issues that were not addressed in the initial IT Consult/Tech Evaluation, or that warrant more discussion or review from the combined committee, will be discussed.
- XI. The PDC project manager will provide template materials and discuss the need for, and then benefits of a public education program prior to PDS implementation.

XII. An agenda for the next meeting will be determined with assistance from the PDC project manager and a date set for that meeting.

5. **The Contractor will conduct a Follow-Up Teleconference with Medical Director and MetroCom Administration**

C. **PHASE 3 – The Contractor will provide the following Training/Certification Courses:**

1. **Management/Stakeholder Certification Course**

2. **Emergency Dispatch Certification Course(s) – ACE Point 3 (Exhibit A)**

a. All PDC Emergency Dispatch (ED) Certification courses are developed and approved by the IAED's Boards of Curriculum and meet or exceed all national criteria set by A.S.T.M., U.S Department of Transportation, the National Association of EMS Physicians, National Institutes of Health, and other recognized sanctioning bodies.

b. IAED-certified instructors will provide instruction for MetroCom staff in the use of the Priority Dispatch System and other aspects of emergency dispatch and call-taking during these courses.

c. All MetroCom Dispatchers will be required to certify in both Medical and Police Dispatcher courses.

I. The courses will train participants through instructor-led lecture, discussion, audio-video segments, hands-on practice, and role-playing. The dual coursework, which is **taught over five days, will offer participants 48 hours of classroom time** with ample opportunities to learn and practice with the protocols.

3. **ProQA Software Training Course**

a. ProQA software training is an **eight-hour** (both disciplines) hands-on course where each participant will learn, through demonstration and practice, to proficiently and confidently navigate through the ProQA software. By the completion of this course, MetroCom staff members will be able to process any type of call using the ProQA software in place of the manual protocol cardsets.

4. **The Emergency Dispatch Quality Assurance (QA) Software, ED-Q, Certification Course – ACE Points 4 & 7 (Exhibit A)**

a. ED-Q certification for Quality Assurance Personnel ONLY

I. This intensive **16-hour** training program provides MetroCom QI staff with the knowledge base to measure effective performance metrics and assists with the implementation of a quality management records system and develop continuing dispatch education process that addresses identified performance problems.

5. AQUA Software Training Course

- a. AQUA QA/QI software training is an **eight-hour**, hands-on course where each attendee will learn through demonstration and practice to proficiently and confidently navigate through the software.

6. System Administration Training

- a. City IT Staff, in-house CAD, select Supervisors, and the Communications Administrator will attend a **four-to-six hour**, hands on training session with a PDC IT/System Implementation Specialist Participants will learn through discussion and practice to proficiently navigate through the administrative features of the ProQA software.

- I. System Administration Training is detailed in this document as included in the Training Phase of the implementation, however, it can only occur after the PDS software installation is completed.

7. Field Orientation/Distribution of Field Responder Guides – ACE Point 11 (Exhibit A)

- a. All field responder personnel in the service area affected by the implementation will receive a tutorial on the purpose of the PDS and its anticipated impact on field operations/response.

8. Field Responder Training – ACE Point 11 (Exhibit A)

- a. With new implementations, a brief multi-media training session will be provided specifically targeting the field responders (no additional cost).

9. Secondary Emergency Notification of Dispatch (SEND) Card Orientation – ACE Point 14 (Exhibit A)

- a. As an integral part of both Medical and Police implementations, PDC will provide credit-card size individual protocols to be issued to co-responding personnel and associated entities (no additional cost). These cards detail the minimum information necessary when either police officers request EMS response or EMS requests police response from MetroCom. Involved agencies and personnel will be provided with a short training session when these cards are issued specifically detailing their purpose. This training session is available in a CD-ROM format and will typically be facilitated through the existing training organization(s) with the assistance of the PDC project manager.

10. Active Assailant Training Course Access

- a. This 4-hour course gives 9-1-1 dispatchers/call-takers an in-depth understanding of how to use the International Academies of Emergency Dispatch Active Assailant (Shooter) Protocol 136 to gather crucial information and rapidly deploy responders.

D. PHASE 4 – The Contractor shall provide the following installation/Configuration/Accreditation tasks:

1. ProQA Software/XLerator Server Installation Configuration with MetroCom CAD

- a. A PDC IT/Implementation Specialist will install and configure the ProQA software on MetroCom’s dispatch consoles. The interface with CAD will be tested and connections and security settings will be verified. When the software installation is completed, test cases will be created, run and the results documented. If software training has been scheduled but not completed yet, the software will also be installed on training machines during the installation day.
- b. The PDC IT/Implementation Specialist will assist City IT staff with a review of local response configurations and CAD codes and their input and configuration in CAD.
- c. XLerator Server will be installed and configured on MetroCom’s server and its connectivity with ProQA tested.
- d. After the ProQA software has been installed, and the CAD interface has been verified and tested, all communication center personnel, with responsibility for processing calls, will be given ample opportunity to process test calls with the PDS system in conjunction with the fully functioning CAD interface. These test calls will be processed in a test environment - not in live CAD, if possible.

2. AQUA Software Installation

- a. The AQUA software will be installed and configured on the MetroCom-designated location/workstation(s) and its connectivity with the XLerator Server will be tested.
- b. The PDC IT/Implementation Specialist will train City IT staff on the aspects of inputting MetroCom’s specific information.

3. CAD Response Code Table Development – ACE Point 15 (Exhibit A)

- a. The PDC project manager will assist MetroCom’s administrative and IT staff with the development and configuration of CAD tables to record the PDC alphanumeric determinant codes.

4. Accreditation

- a. The PDC project manager will assist in completing any remaining items that must be completed at this point of the implementation. Deadlines will be set for the remaining points of accreditation.

E. PHASE 5 – The Contractor will perform the following System Startup/Go-Live meetings and activities:

1. Pre-Go-Live DRC/QIU Meeting

- a. The PDC project manager will attend this meeting on site or via teleconference.

- b. Topics discussed and items acted on during that meeting will include the following:
 - I. Review progress of the full implementation plan and make corrections as necessary to accommodate Go-Live date.
 - II. Review proposed draft system policies and approve or modify as necessary, setting final approval, and by the Dispatch Steering Committee, the implementation the date prior to Go-Live. **ACE Point 12 continued (Exhibit A)**
 - III. Review plan for, and schedule, field responder orientation. **ACE Point 15 continued (Exhibit A)**
 - IV. Review plans and monitor progress and/or schedule dates for community-wide public education activities in the service area affected by the PDS implementation. PDC can provide materials and assistance to facilitate an effective public education program.
 - V. Verify that the CAD/ProQA interface is running and functioning as expected through the completion of the CAD Interface sign-off process.
 - VI. Verify that all communication center personnel with responsibility for processing calls have been given ample opportunity to process test calls with the PDS system in conjunction with the fully functioning CAD interface.
- 2. **Go-Live/Initiate Use of the Priority Dispatch System**
 - a. On the selected Go-Live date and time, MetroCom will start using the system to process 9-1-1 calls.
 - b. The PDC project manager, a PDC IT/Implementation Specialist, and any required discipline specific consultants, will be on site for the Go-Live to provide support, guidance, and IT troubleshooting if needed. PDC staff time on site will be driven by the size of the implementation but will always be no less than a minimum of one day.
- 3. **Go-Live On-Line Training**
 - a. In the initial stages of the implementation, the role of the members of the QIU will be to act as on-line trainers, providing support to the communications center staff using the system.
 - b. This on-line training support by the members of the QIU should be constant for the first four weeks of the implementation but should be continued on an on-going basis as needed.
- 4. **Initial Quality Improvement Case Review**
 - a. At the end of the initial twenty-four hour Go-Live period, the evaluation of randomly selected calls by the QIU will commence.

- I. The PDC project manager will provide guidance and feedback on this process.
 - b. The members of the QIU will review and provide feedback on individual cases to the dispatch staff supervisors, who will then provide feedback to the communication center staff that processed the calls.
 - I. If necessary, remedial training activities may start to be scheduled at this time to address any identified issues immediately (no additional cost).
- F. PHASE 6 – The Contractor will provide on-going quality improvement processes as follows to ensure a successful system:**
- 1. Ongoing Case Review – ACE Point 9 (Exhibit A)**

 - a. The QIU through the DRC will schedule its activities to commence full case review and feedback on the numbers of calls required by IAED Accreditation standards.
 - b. These requirements are:
 - I. Agencies whose call volume is above 500,000 will be required to audit 1% of their cases.
 - II. Agencies whose call volume is between 43,333 and 500,000 will be required to audit a percentage ranging between 3% and 1% based on the Academy sliding scale calculator (available on the IAED website).
 - 1) The AQUA software will assist the QIU in providing compliance reports which can be measured against Accreditation requirements.
 - 2) The PDC project manager will provide assistance and support to the QIU and DRC in the interpretation of the results from data gathered during the QI process.
 - 2. Continuing Dispatch Education (CDE) Program – ACE Point 13 (Exhibit A)**

 - a. Based on information gathered during the QI, process, the provision of CDE classes will commence no later than one month after implementation of the PDS.
 - I. In partial fulfillment of the minimum IAED recertification requirement of 24 hours of CDE per two years, PDC recommends that you provide all communication center staff with a minimum of one hour of classroom-based CDE per month.
 - b. The PDC project manager will consult with the QIU staff to develop pertinent and timely topics for CDE as needed.
 - c. Implementation of the EMD Advancement Series for medical users will be implemented at this time.

G. PHASE 7 – POST GO-LIVE FOLLOW-UP: As part of the service, the Contractor will conduct the following teleconference and series of follow-up visits after the system has gone live to assess the progress and effectiveness of both the QIU program and the overall system implementation as well as to identify system performance issues and set benchmarks:

1. 30-Day Follow-Up

- a. Thirty-days post Go-Live, the PDC project manager will conduct a teleconference (onsite optional if requested at no additional cost) with the QIU and members of the DRC to assess the progress and effectiveness of both the QI program, and the over-all system implementation.
- b. The PDC project manager will review ProQA, AQUA, and CAD data to assess for system performance issues and benchmarks.
- c. Over-all System Implementation
 - I. The PDC project manager will assess the progress of the implementation and its over-all impact on the communication center.
 - II. The PDC project manager will offer solutions for operational and administrative issues encountered, and review policies and procedures pertinent to the implementation.
- d. Accreditation III
 - I. The PDC project manager will schedule an appointment to review completed accreditation points 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 outlined in Exhibit A.
 - II. The PDC project manager will assist in completing any remaining items that must be completed at this point of the implementation. Deadlines will be set for the remaining points of accreditation.

2. 60-Day Follow-Up – ACE Point 16 (Exhibit A):

- a. Sixty-days post Go-Live; the PDC project manager will conduct a site visit and meet with the QIU and the combined committee.
- b. The topics discussed and acted on at those meetings will include the following:
 - I. The QI issues assessed during the 30-day post Go-Live teleconference will be revisited, and feedback and further solutions offered as necessary.
 - II. The PDC project manager will review additional QI data to include overall communications center performance and make recommendations for corrections or enhancements as necessary.

- III. The PDC project manager will review a statistically significant amount of MetroCom's calls for a comparison of on-site QI staff performance to IAED ED-Q performance standards. Any significant differential encountered will be addressed with specific training and policy solutions.
 - IV. The PDC project manager will review ProQA, AQUA, and CAD data to assess for system performance issues and benchmarks. Any issues or problems noted will be addressed with specific training and policy solutions.
 - V. The PDC project manager will assist the combined committee with starting the planning process for modifying response assignment plans (configurations and modes) if so desired. The potential modifications would include considerations for:
 - 1) Multi-tier vs. single tier response (MetroCom agencies or outside resources)
 - 2) Emergency (HOT) vs. non-emergency (COLD) response (lights-and-siren)
 - 3) Fine tuning resource allocation
 - VI. The PDC project manager will assist the combined committee with analyzing the prior 60 days of ProQA, AQUA and CAD data with the focus on resource utilization, community, and system needs.
 - VII. The PDC project manager will advise and assist the combined Committee as needed with a plan to inform/train field response personnel with respect to the modified response plan.
- 3. 90-Day Follow-Up:**
- a. Ninety-days post Go-Live; the PDC project manager will conduct a site visit and meet with the combined committee.
 - b. The PDC project manager will review ProQA, AQUA, and CAD data to assess for system performance issues and benchmarks.
 - c. The over-all implementation project will be reviewed, to include; call-taking processes, the technical installation and function, QI processes, results and compliance scores.
 - d. Any outstanding issues noted will be documented and corrective action taken.
- 4. Evaluate Modified Response Plan – the Contractor shall evaluate any modified response plans after the 90 Follow up.**
- 5. Follow-Up Visits/Assessment**
- a. The PDC project manager will work with MetroCom to schedule and conduct two site visits a year (no additional cost).

- I. The purpose of these visits will be to assess the on-going efficiency and effectiveness of the implementation to include the points of accreditation.
- II. Feedback and support will be provided as necessary to assure the highest level of performance for MetroCom's system (at no additional cost).

H. PHASE 8 – 180 Day Follow-up and Accreditation Application Review: - ACE Point 10 (Exhibit A) The Contractor will perform the following tasks:

1. System Assessment and Review

- a. At the end of 6 months, the final Points of the accreditation process to be completed will be 7, 9, 10, and 17.
- b. In addition to supporting you with completing these Points, the PDC project manager will assist you in conducting a pre-Accreditation assessment and review of MetroCom's system, inclusive of all required Accreditation elements.
- c. The PDC project manager will provide full support to assist MetroCom with defining and gathering the final documentation necessary to make a successful application to the International Academies of Emergency Dispatch to achieve becoming an Accredited Center of Excellence.

2. Accreditation Site Visit

- a. Prior to MetroCom's Accreditation application being submitted, an IAED Accreditation representative will conduct a site visit (no additional cost).
 - I. The purpose of that site visit will be to conduct an assessment of MetroCom's fully implemented system with respect to Accreditation items and review MetroCom's Accreditation application.
 - II. Based on the findings of that assessment and application review, the Accreditation representative will either make specific recommendations for items that need to be improved on or recommend immediate submission of the application.

I. PHASE 9 - Program Maintenance and New Hire Training

1. The Contractor (PDC) will provide MetroCom with the following:
 - a. Continuing support and provision of reasonable technical assistance for all aspects of the PDS;
 - b. Continuing review and comment upon MetroCom's suggested modifications to response configurations;
 - c. Provision of the latest improvements to the PDS, to keep MetroCom current for standard-of-care-practice, and medical-legal reasons.

- d. Updates to the *current* version of the PDS will be provided free of charge.
- e. Upgrades to new versions will be charged at a proportion of the original license cost.
- f. Software maintenance is provided for via the maintenance portion of the contract.
 - I. The following will be supported:
 - 1) Provision of MetroCom's currently authorized PDS trainer(s) with timely updates to all PDS and PDC training materials, and assistance in having such trainer(s) meet and keep current with the IAED's then-current PDS trainer certification requirements.
 - II. Assistance in maintaining IAED accreditation as an Accredited Center of Excellence.
 - III. 20 New Hire-Training Certifications per maintenance year are included.

J. Timeline/Summary of Services:

Service will commence and continue over a six-year period during which time the Contractor must provide all software. Hardware, trainers, on-line access and maintenance to complete the aforementioned Scope of Work.

The City of Corpus Christi is responsible for providing a CAD Interface allowing vendors software to integrate with CAD, access to training rooms and employees as needed, server access as needed and approved prior to project initiation.

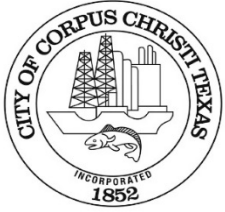


Exhibit A: NAED 20 Points of Accreditation

The following are the standards the MetroCom must meet in order to be eligible for Accreditation by the International Academy of Emergency Dispatch as an Accredited Center of Excellence.

1	Communications Center Overview and Description – Total number of stations and how many are active (call-taking) versus supervisory or standby. Floor Plan. Any current Accreditations.
2	PDS Version and Licensing Confirmation – List all Protocol and software license numbers. Documentation of most recent version of all protocols, software.
3	Current Academy Certification of All Call Processing Personnel – List all ED's to include name, certification date, (re)certification date, & certification number.
4	All Certification Courses by Academy-Certified Instructors and Case Review by Academy-Certified ED-Q's - List all in-house instructors and ED-Q's to include name, certification date, (re)certification date, & certification number.
5	Full Activity of Oversight Committee Processes – Provide copies of agendas and minutes of 3 meetings minimum in 6 months preceding application. List names and titles of all members. List objectives and tasks of committees.
6	IAED Quality Assurance and Improvement Methodology – Provide complete description of methods used to evaluate ED performance in using all elements of the PDS per ED-Q standards; list how cases selected, number of cases reviewed, special case review practices, how performance is tracked, dates when case review started, scores shared and posted.

7	<p>Consistent Case Evaluation That Meets/Exceeds Academy Minimum Performance Expectations – Numbers of cases reviewed that meets standard based on MetroCom call volume (Numbers as noted in <i>Phase -5 Ongoing Quality Review, A. On-Going Case Review</i> earlier in this document). List total number of calls last 6 months, total number of cases reviewed same time frame.</p>
8	<p>Historical QI Data from Start of Structured QI Process (First QI Summary Report) –</p> <p>Include baseline QI summary report from AQUA or equivalent. Include Determinant Drift report or equivalent.</p>
9	<p>Monthly Case Evaluation Compliance Scores for 6 Months Preceding Application at or Above Accreditation Levels –</p> <p>Include a total of six MetroCom ACE Standard Reports, one for each month preceding the accreditation application. Compliance in the final three MetroCom ACE Standard Reports must be compliant with current accreditation compliance levels. Include Determinant Drift Report showing risk and waste at 5% or less for 3 months preceding application.</p>
10	<p>Verification of Correct Case Evaluation and QI Technique Validated through Independent Academy Review – Provide copies of 25 case review audio files with completed Case Evaluation Records. 22 of these calls selected at random from 1-month period preceding application. State process for random selection of calls. Include 3 cases involving PAI's (first PAI case in each of 3 preceding months). This point is excluded if National Q Services are in place.</p>
11	<p>Implementation/Maintenance of PDC Orientation and Feedback Methodology for All Field Personnel –Describe field personnel orientation process; include copies of any training material used; list the total number of Field responder Guides distributed and dates. Describe field feedback methodology; include copy of feedback form and dates distributed.</p>

12	<p>Verification of Local Policies/Procedures for Implementation and Maintenance of EMD/EPD/EPD. Include All Policies - Include copies of all policies pertinent to specific disciplines; include all policies pertinent to protocol compliance; include policy reference ED's being removed from call-taking positions if certification expires.</p>
13	<p>Continuing Dispatcher Education (CDE) Program Documents – Provide copies of all documents for CDE schedules and topics for preceding 6 months; all ED attendance records; CDE schedule draft for next 6 months.</p>
14	<p>Secondary Emergency Notification of Dispatch (S.E.N.D.) Orientation – Include documentation of the S.E.N.D. implementation and orientation process; Include documentation of agencies trained; attendance records and training materials used.</p>
15	<p>Established Local Response Assignments for Each Determinant Code -- Provide a description of the process for developing response configurations. Include a list of all Determinant Codes and locally assigned response configuration (response plan). Include copies of all Steering Committee meeting minutes with verification that response configurations are approved.</p>
16	<p>Maintenance and Modification Process for Local Response Assignments to PDS Determinant Codes – Provide documentation of how local response assignments are regularly reviewed and changes are approved.</p>
17	<p>Communications Center Numbers of all PDS Codes and Level for 6 Months Preceding Application – Document each Chief Complaint; each Determinant Code and each Determinant Level.</p>
18	<p>Appointment and Involvement of Medical Director to Provide Oversight -- List name, address, license number, and country/state/province (or equivalent) in which the Medical Director is licensed to practice. Include copy of the documentation appointing Medical Director. List approved roles and responsibilities of Medical Director within the dispatch system. Note: with Fire and Police implementations, similar documentation will be required of the Chief Administrator of those systems.</p>

19	<p>Agreement to Share non-confidential data with the Academy – Include written verification signed by MetroCom senior executive, agreeing to above requirement. Include written verification signed by MetroCom senior executive, agreeing to submit semi-annual compliance reports.</p>
20	<p>Agreement to Abide by The Academy’s Code of Ethics and Accredited Center of Excellence Standards –Include written verification signed by MetroCom senior executive, agreeing to above requirement. Provide verification and date of prominent posting of Code of Ethics and location.</p>

Attachment B - Bid/Pricing Schedule

The Following Will be Funded Through a Homeland Security Grant Provided by Nueces County

Line	Product Name : Initial First Year Implementation Pricing	Qty	Unit Price	Amount
1	XLerator Client Server Suite Client server software application suite	1	\$2,500.00	\$2,381.59
2	ProQA Police Software Licenses Automated calltaking software	11	\$3,750.00	\$41,250.00
3	ProQA Medical Training Software Licenses Training, non-live calltaking software	2	\$1,875.00	\$3,750.00
4	ProQA Police Training Software Licenses Training, non-live calltaking software	2	\$1,875.00	\$3,750.00
5	AQUA Case Review Software for EMD Quality Assurance (case review) software base engine and discipline module	1	\$1,500.00	\$1,500.00
6	AQUA Case Review Software for EPD Quality Assurance (case review) software base engine and discipline module	1	\$1,500.00	\$1,500.00
7	MPDS Backup Cardset License Licensed manual protocol set for backup	11	\$495.00	\$5,445.00
8	PPDS Backup Cardset License Licensed manual protocol set for backup	11	\$495.00	\$5,445.00
9	Protocol Training and Certification for EMD (Host) Materials, tuition and certification. Includes day, and night classes.	80	\$340.00	\$27,200.00
10	Protocol Training and Certification for EPD (Host) Materials, tuition and certification. Includes day, and night classes.	80	\$340.00	\$27,200.00
11	ED-Q Training and Certification for EMD (Host) Materials, tuition and certification (2 days, 16 hours)	2	\$500.00	\$1,000.00
12	ED-Q Training and Certification for EPD (Host) Materials, tuition and certification (2 days, 16 hours)	2	\$500.00	\$1,000.00
13	Active Assailant Course Registrations	1	\$99.00	\$0.00

Line	Product Name: Initial First Year Implementation Pricing (Continued)	Qty	Unit Price	Amount
14	ProQA Software Training for EMD/EPD (one 8 hour course) 2 or more disciplines require 8 hours of training	4	\$1,500.00	\$6,000.00
15	AQUA Software Training 8-hour course	1	\$1,500.00	\$1,500.00
16	System Administration Training On-site training (up to 8 hours) for center management detailing program configuration and customization options	1	\$1,500.00	\$1,500.00
17	IAED Accreditation Application Fee EMD IAED fee for accreditation	1	\$2,250.00	\$2,250.00
18	IAED Accreditation Application Fee EPD IAED fee for accreditation	1	\$2,250.00	\$0.00
19	Implementation Support Package for EMD/EPD	1	\$45,000.00	\$30,000.00
20	ProQA ESP (P) M/P	10	\$2,400.00	\$24,000.00
21	Line Item Discount	1	\$0.00	-\$40,000.00
			Discount	\$57,467.41
			Subtotal	\$146,671.59
			Estimated Tax	\$0.00
			Total	\$146,671.59

The Following Will be Funded by The City Through General Funding

Line	Product Name: Initial First Year Implementation Pricing	Qty	Unit Price	Amount
1	Mobile Software Training Lab (Daily Rate) Individual laptop computers and one configured server with the latest versions of ProQA, AQUA and XLerator software programs (short-term use)	5	\$1,500.00	\$7,500.00
2	XLerator Client Server Suite Client server software application suite	1	\$2,500.00	\$118.41

Line	Product Name: Initial First Year Implementation Pricing (Continued)	Qty	Unit Price	Amount
3	ProQA Medical Software Licenses Automated calltaking software	11	\$3,750.00	\$41,250.00
4	PPDS Quality Assurance Guide	8	\$45.00	\$360.00
5	MPDS Quality Assurance Guide	8	\$45.00	\$360.00
Discount				\$2,381.59
Subtotal				\$49,588.41
Estimated Tax				\$0.00
Total				\$49,588.41

The Following Will be Funded Through Future Funding by The City

Product: 5-Year Maintenance Plan	Qty	Unit Price	Amount
Priority Dispatch System ESP (P) M/P System License Renewal, Service & Support. 5 year maintenance plan.	5	\$26,400.00	\$132,000.00
Optional - Protocol Training and Certification for EMD (Host) Materials, tuition and certification - Up to 20 certifications per year for 5 years.	100	\$340.00	\$34,000.00
Optional - Protocol Training and Certification for EPD (Host) Materials, tuition and certification. Up to 20 certifications per year for 5 years.	100	\$340.00	\$34,000.00
Subtotal			\$200,000.00
Estimated Tax			\$0.00
Total			\$200,000.00
Grand Total			\$396,260.00

Attachment C – Insurance and Bond Requirements

I. CONTRACTOR’S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City’s Risk Manager and Contract Administer one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City’s Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
ERRORS & OMISSIONS	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
CYBER LIABILITY	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
WORKERS’S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.
Employers Liability	\$500,000/\$500,000/\$500,000

- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2019 Insurance Requirements

MIS Dept.

IT Software Support, Configuration, Implementation and Maintenance – Hardware Installation

02/11/2019 sw Risk Management

Bond Requirements: No bond requirements necessary for this Service Agreement; Section 5 (B) is null for this Service Agreement.

Attachment D – Warranty Requirements

Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.