City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal

Dept: City Manager

Subject: RECOMMENDATION TO AWARD A
          CONTRACT TO DESIGN AN AUTOMATED
          FIELD BASED REPORTING SYSTEM FOR
          THE POLICE DEPARTMENT – RFP – S-
          1061

From: Joseph M. Polisar

Dept: Police Department

Date: September 14, 2010

OBJECTIVE

To award a contract to furnish all Labor, Materials, and Training to Design an Automated Field Based Reporting System, to include web-based Citizen Online Reporting and Point-of-Sale Systems for the City of Garden Grove Police Department.

BACKGROUND

The Garden Grove Police Department employs manual processes to prepare reports generated by Department personnel. This includes patrol, investigations, and civilian report writing workforce. In the last three years, the Police Department's first responders have generated an average of 19,658 incident reports per year. Many of these reports involve multiple officers and multiple documents per incident.

The Department's current process is predominately-handwritten reports and/or MS-Word generated reports and narratives, which are subsequently manually key-entered into the Police Records Management System. Data is then electronically transferred for analysis purposes. Reports are duplicated for dissemination to authorized personnel for further investigation, court filing, or in response to subpoenas and Public Records Act requests. All documents are physically stored within a secure area of the Police Department and are retained according to state and federal mandates.

For the past decade, the Department has looked towards an automated system that would streamline the process from creation to retention. The need for real time data streams as well as real time crime trend analysis has become paramount in 21st century law enforcement. Challenges with dwindling budgets have also caused leaders to look at ways to increase efficiencies with alternative funding sources.

In June 2007, a committee of Department stakeholders was established to identify means to increase both internal and external efficiencies. A major component included the implementation of an Automated Field Based Reporting System. The committee determined that providing a web-based Citizen Online Reporting System would allow a high level of customer service without diminishing the Department's

effectiveness. Reports that involve insurance related reporting would allow citizens to file reports without coming to the Police Department. This module would also allow the Department to collect reportable data for statistical analysis. Many law enforcement agencies across the nation currently use this type of process with success.

The web-based Point-of-Sale module is also a component of this suggested vendor and would enable customers, including but not limited to citizens, attorneys, and insurance companies, to purchase select reports or services online. These types of processes have been implemented and have been very well received at many different police agencies of similar size and demographics.

Implementation of the Automated Field Based Reporting System, Citizen Online Reporting System, and Point of Sale System will eliminate the need for storage, retention, and distribution of hardcopy documents through the introduction of digital storage of all documentation. This will increase efficiency, provide greater customer service and reduce the need for on and off site storage to maintain paper copies.

To maximize efficiency and as a cost savings measure, the City of Garden Grove Information Technology staff have agreed to develop an intermediary component that will allow the transfer of data between current third party vendors and internal systems. Existing Police Department stand alone systems such as Computer Aided Dispatch, Jail Booking, and Evidence Tracker will require upgrades through those companies however will import and export data through a process established by the City's Information Technology staff. Internal systems such as the City of Garden Grove Police Records Management System (RMS) will allow importing and exporting of data to improve efficiency.

Additional budgeted grant funds will be used for software upgrades to the third party vendors to ensure a user friendly and efficient Field Based Reporting System application. Due to the complexity and technological knowledge required for this project, it is expected that a project manager will be hired to ensure a seamless transition and that the contracted time frames are achieved. Grant funding is also in place for this expenditure.

ANALYSIS

RFP No. S-1061 was advertised on April 28, 2010, and re-advertised on May 5, 2010. The proposal document was posted on the City's website on April 28, 2010, via the Planet Bids online bidding system. A mandatory pre-proposal meeting was held on May 12, 2010, with three (3) companies in attendance. Three addendums were issued to answer questions regarding the RFP.

Two (2) proposals were received and opened on June 1, 2010. The Source Selection Committee (SSC) review scores were completed on July 22, 2010. The analysis below indicate the SSC scores, proposal pricing, and final SSC scores:

COMPANY	Final Pricing	SSC SCORES 6/22/10	Final SSC SCORES 8/24/10
Presynct Technologies, Inc. San Francisco, CA	$249.447.00	3,160	3,280
Advanced Public Safety (APS) Deerfield Beach, FL	$431,125.50	2,806	2,289

All proposals received were reviewed and found to be responsive.

The initial scores were completed on June 22, 2010, and the competitive range was set at 2,370, which kept both proposers in the RFP process for further consideration. The SSC agreed that it was necessary to meet with both vendors for a demonstration of their proposed systems. The SSC also agreed that it would be useful to visit other public agencies using the proposed systems to see the system in use and obtain feedback. Letters were also sent to both vendors on June 23, 2010, to ask additional questions regarding their proposals, to obtain clarification on items within their proposals, and to set up appointments for the demonstrations of their proposed systems.

On June 29, 2010, the SSC completed a site visitation to the San Bernardino Sheriff's Department (SBSD), Yucaipa Station. All comments by the SBSD staff regarding the Field Based Reporting System (FBR), and specifically Presynct Technologies were extremely positive.

A representative from the Riverside Police Department was contacted for a review of the Field Based Reporting System from APS that they are currently using. The representative provided information regarding their experience with APS, which was positive, but could only speak on the APS citation application.

On July 7, 2010, the SSC met with representatives from Presynct Technologies, Inc, for a demonstration of their application, including a question and answer session. The SSC agreed that Presynct Technologies met or exceeded the proposal requirements.

On July 7, 2010, the SSC participated in a WEBEX Conference with representatives from APS of their Field Based Reporting System, which included a question and answer session. The SSC agreed that Advanced Public Safety met the proposal requirements.

On July 22, 2010, the SSC Scores were re-established based on the demonstrations conducted and the final scores were completed. The SSC unanimously voted for

Presynct Technologies, Inc., which demonstrated an understanding of the project that exceeded their competition. They also offered a work plan that best fit the needs of the City, received positive references and offered pricing that was more competitive than their competition.
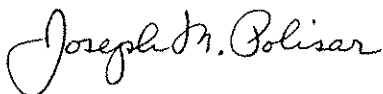
FINANCIAL IMPACT

The Police Department has secured funding through grants for this project. The following is an itemized list of the funding sources for this portion of the project:

- 171-6901   COPS Tech 2008 Grant $ 93,530
- 226-6901   SLESF 2008-09 Allocation $ 165,802
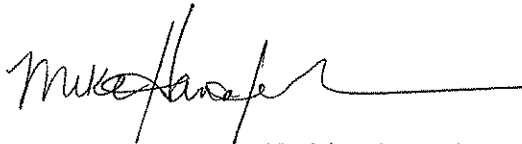- 171-6902   COPS Tech 2009 Grant $ 15,060

RECOMMENDATION

It is recommended that City Council:

- Award a contract to Presynct Technologies, Inc., in the firm fixed price amount of $274,392, to include design and maintenance for the first three years.

- Authorize the City Manager to execute this agreement on behalf of the City.

JOSEPH M. POLISAR
Chief of Police

BY: Mike Handfield - Captain
       Support Services Commander

Attachment: Agreement

Recommended for Approval

Matthew Fertal
City Manager

PRESYNCT TECHNOLOGIES, INC
PRESYNCT SOFTWARE
LICENSE AGREEMENT

Date: 14 September 2010

Contract No.: GGPD-091410-001

Between

Presynct Technologies, INC. ("PRESYNCT")
605 Market Street Ste 401
San Francisco, CA 94105-3206

Principal Contact: Timothy J. Pakes

Email address: tpakes@presynct.com

Telephone Number: 415-230-5751 / 866-773-6962

And

Customer Name: City of Garden Grove   ("Customer")

Address: 11222 Acacia Parkway, Garden Grove, CA 92840

Principal Contact: Nancy McFaul

Email address: nancym@ci.garden-grove.ca.us

Telephone Number: 714-741-5715

This Agreement consists of (1) the Presynct Software Terms and Conditions; (2) Appendix A which specifies, among other things, the implementation schedule, payment schedule and location where the Presynct Software to be licensed by PRESYNCT to Customer will be used; (3) Appendix B which contains the Maintenance and Support Terms and Conditions for Presynct Software, (4) Attachment A which contains the Project Scope ("RFP No. S-1061 City of Garden Grove, California Scope of Services"), and (5) Attachment B which contains the Proposal ("Presynct Technologies, Inc. Final Pricing Proposal_3, Page 1")

Additional PRESYNCT products and/or authorized users of existing licensed PRESYNCT products may be added from time to time after the date of this Agreement, and will become part of this Agreement, if both Customer and PRESYNCT sign an amendment to this Agreement (and such amendment will be treated as having been attached to this Agreement at the time of such signing by Customer and PRESYNCT and incorporated herein for all purposes).

BY SIGNING BELOW, CUSTOMER AND PRESYNCT AGREE THAT THIS AGREEMENT, INCLUDING THE ACCOMPANYING TERMS AND CONDITIONS, THE ATTACHED APPENDICES (AND ANY ATTACHED ADDENDA TO THOSE APPENDICES), AND ANY ATTACHED AMENDMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDE ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES CONCERNING THE LICENSE AND USE OF PRESYNCT SOFTWARE.
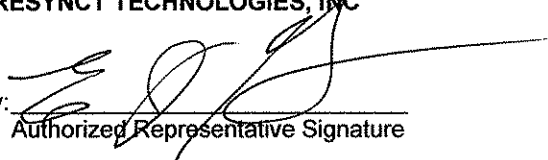
NO PURCHASE ORDER OR OTHER ORDERING DOCUMENT OR ANY OTHER WRITTEN DOCUMENT WHICH PURPORTS TO MODIFY OR SUPPLEMENT THIS AGREEMENT WILL BE EFFECTIVE UNLESS SIGNED BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. FURTHERMORE, PRESYNCT HEREBY OBJECTS TO ANY AND ALL PREPRINTED, DIFFERENT, CONFLICTING OR ADDITIONAL TERMS ON ANY ORDERING DOCUMENT SUBMITTED TO PRESYNCT BY CUSTOMER AND CUSTOMER ACKNOWLEDGES RECEIPT OF THE FOREGOING OBJECTION FOR ALL PURPOSES. NO TERM OR CONDITION MAY BE AMENDED OR ADDED TO THIS AGREEMENT BY CONDUCT OF THE PARTIES OR OPERATION OF LAW UNLESS THERE HAS BEEN STRICT COMPLIANCE WITH THE REQUIREMENTS CONTAINED IN SECTION 16 OF THE PRESYNCT SOFTWARE TERMS AND CONDITIONS.

CITY OF GARDEN GROVE

By: _____
     Authorized Representative Signature

_____
Print Name and Title

PRESYNCT TECHNOLOGIES, INC

By: _____
     Authorized Representative Signature

Evelyn J. Graham, President
Print Name and Title

APPROVED AS TO FORM
By: _____
Presynct Technologies # GGPD-091410-001
Date: 9/8/10   City Attorney

PRESYNCT SOFTWARE

Terms and Conditions

1.   Definitions. The following defined terms will apply to this Agreement:

"Confidential Information" means the Software, Documentation, and all information that (i) is marked as confidential or proprietary, (ii) is disclosed verbally and identified as confidential or proprietary at the time of disclosure, or (iii) because of its subject matter or nature reasonably should be considered to be treated as confidential or proprietary.

"Designated Location(s)" means the address or addresses described in Appendix A.

"Documentation" shall mean the written manuals included with the Software that describes the Software's features and use and any on-line help files.

"Software" shall mean a machine executable copy of the object code of the Presynct Software licensed to Customer under this Agreement as described in Appendix A, including any corrections, modifications, enhancements or updates to such product provided to Customer by PRESYNCT under Appendix B and any and all Templates listed in the attached Appendix A.

2.   License Rights.

2.1   Subject to the terms and conditions of this Agreement, including receipt of maintenance and support payments when and if due, and all fees and charges due in accordance with paragraph 8.1 below, PRESYNCT grants to Customer a perpetual, personal, nonexclusive, nontransferable, non-sublicensable license to use the authorized number of copies of the Software on the computers located at the Designated Location(s) as specified in Appendix A, for Customer's internal purposes only and only in accordance with Appendix A. Customer may use and make copies of the Documentation solely for Customer's internal use at the Designated Location(s) solely to support Customer's authorized use of the Software. All rights not expressly granted herein to you shall be retained by PRESYNCT. .

2.2   Customer may make up to two copies of the Software in machine-readable, object code form, for nonproductive back-up purposes only, provided that Customer reproduces and includes PRESYNCT's copyright notices and proprietary legends on each back-up copy. Each back-up copy must be stored in a safe and secure location. All copies of the Software and Documentation must be accounted for upon PRESYNCT's request.

3.   License Exclusions. Customer will not cause or permit any:

(i)   modification of the Software except as expressly authorized by PRESYNCT in writing;

(ii)   reverse engineering, decompilation, translation, disassembly, or discovery of the source code of all or any portion of the Software;

(iii)   distribution, disclosure, marketing, rental, leasing or transfer to any third party of the Software or the Documentation, or use of the Software for any dial-up, remote access, interactive, time-sharing, service bureau or other on-line service provided by Customer or any affiliate, or any agent or subcontractor of Customer or an affiliate;

(iv)   disclosure of the results of Software performance benchmarks to any third party without PRESYNCT's prior written consent; or

(v)   transfer of the Software in violation of U.S. laws and regulations, including the Export Control Act.

4.   Customer Responsibilities. Customer will be responsible for the following: (i) determining whether the Software will achieve the results Customer desires; (ii) procuring, installing, maintaining and operating the computers, including the operating systems and other application programs, to run the Software; (iii) providing a proper operating environment and utilities for the computers on which the Software will operate; (iv) selecting and, with PRESYNCT's assistance as provided in Appendix A, training Customer's personnel to operate the Software; and (v) establishing back-up policies and procedures in the event of a defect or malfunction that renders the Software or the computer systems on which they run non-operational. Customer may not install the Software anywhere but the Designated Location(s) for use by the Group specified in Appendix A without PRESYNCT's prior written consent, provided that Customer may transfer the Software to another location temporarily in the event of an interruption of computer operations at the Designated Location(s). Customer hereby authorizes PRESYNCT to enter Customer's premises upon reasonable advance notice to inspect copies of the Software and Documentation in Customer's possession or under Customer's control during regular business hours to verify compliance with the terms of this Agreement. Furthermore, Customer shall use the Software only as authorized herein, and instruct its employees, contractors, consultants and agents having access to the Software to act in conformity with Customer's obligations under this Agreement.

5.   Delivery and Installation.

5.1   Delivery by Electronic Transfer. Unless otherwise agreed upon by the parties, PRESYNCT shall use commercially reasonable efforts to deliver copies of the Software by electronic software transfer ("EST"). EST shall be available only to the Customer at the Designated Locations. Upon the Customer satisfying all prerequisites contained in this Agreement, PRESYNCT shall make available to the Customer electronically, copies of the Software and Documentation by access to PRESYNCT's designated FTP Server. The Customer's site administrator and/or the receiving department will be notified electronically that Customer's order has been fulfilled and is available on the FTP Server. Customer acknowledges and agrees that, unless otherwise agreed upon in writing, PRESYNCT will only deliver the Software to the Customer electronically and will not deliver the Software on tangible media Customer agrees that upon successful transfer of the Software and/or Documentation from the FTP Server to Customer's server, PRESYNCT will have fulfilled its obligation to deliver the Software and/or Documentation to the Customer and all applicable payments, if any, will then be due and payable in accordance with Section 6 of this Agreement. If for any reason the EST fails, then PRESYNCT shall provide Customer with a tangible media version of the Software.

5.2   Installation by PRESYNCT. If Customer engages PRESYNCT to install the Software, PRESYNCT will use its commercially reasonable efforts to deliver and install (or cause to be delivered and installed) the Software in accordance with the Implementation Schedule provided in Appendix A.   PRESYNCT will not be responsible for delays caused by events or circumstances beyond its reasonable control. Customer will be responsible for obtaining computers and operating systems compatible with the Software, as described in the technical specifications for the Software. Installation shall be complete when the Software has been installed on Customer's computer system at the Designated Location(s) and the installed Software operates in compliance with the Documentation.

6.   License Fees. Customer agrees to pay the License Fee(s) for the license and use of the Software and the Documentation as provided in Appendix A.

7.   Other Charges. License Fees do not include travel and living expenses for implementation meetings, installation and training, file conversion costs, optional products and services, professional and/or other consulting services requested by Customer, shipping charges, or the costs of any recommended hardware. Customer agrees to pay such other fees and costs that are approved in advance by Customer, when and as the services are rendered and the expenses incurred, as invoiced by PRESYNCT. PRESYNCT reserves the right to require prepayment or advance deposit for services or expenses in some instances. Customer also will be responsible for any sales or use, state or local property, excise and similar taxes associated with Customer's licensing, possession, or use of copies of the Software and/or the Documentation. Customer also agrees to pay promptly to PRESYNCT an amount equal to any such taxes actually paid by PRESYNCT, or required to be collected or paid by PRESYNCT. If Customer does not pay any amount due PRESYNCT within 30 days after the invoice date, PRESYNCT may charge interest at a rate of one percent per month (or 12% per annum) or, if less, the highest rate allowed by applicable law, from the invoice date until such amount is paid in full, and Customer agrees to pay any such late charges.

8.   Maintenance and Support. PRESYNCT will maintain and support the Software as described in Appendix B as long as Customer remains current in paying the annual maintenance and support charges. At any time prior to the annual renewal of the maintenance and support for the Software, PRESYNCT may change the level of maintenance or support described in Appendix B and the annual maintenance and support charges by written notice to Customer so long as any such changes are generally applicable to all Customers of the Software.

8.1   If Customer fails to subscribe to and pay for said offerings, then Presynct will provide support and maintenance on a fee-for-service basis subject to the following: a) Customer agrees to upgrade at its expense to the current version **AND** (i) pay the annual maintenance fee in advance, or (ii) pay for services on an hourly basis plus travel expense as incurred; **AND** (b) Presynct will charge customer according to its then-current pricing schedule and hourly rates; and (c) If Customer chooses to pay for services on an hourly basis, an amount equal to 60% (sixty percent) of the then-current annual maintenance fee will be paid on deposit; and (d) Customer agrees to pay when incurred hourly charges and travel expense amounts in excess of the 60% deposit amount; and (e) Upon completion of the work, Customer will pay any and all remaining charges within 15 days of date of invoice for charges. As a reference point of information only, it is noted that Presynct's *current* hourly rate for services without an annual maintenance and support agreement is $425.00 with a minimum charge of 15 minutes per service and/or call.

9.   Proprietary Rights Protection. PRESYNCT shall have sole and exclusive ownership of all right, title, and interest in and to the Software, the Documentation, and any other PRESYNCT intellectual property, including PRESYNCT templates, disclosed to Customer in connection with the license, installation, training and/or use of the Software, and all copies thereof, and all modifications and enhancements thereto (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the right and license expressly granted to Customer in this Agreement. This Agreement does not provide Customer with title or ownership of the Software, the Documentation, or any other PRESYNCT intellectual property, including PRESYNCT templates, or any copies, modifications, or enhancements thereof, but only a right of limited use as expressly set forth in this Agreement.

10.   Data. Customer acknowledges that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. PRESYNCT shall not be liable for any such errors, omissions, delays, or losses. Customer is responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. Customer is also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data.

11.   Warranty. PRESYNCT warrants, for Customer's benefit alone and for a period of 180 days only, that the Software, when operated with the equipment configuration and in the operating environment specified by PRESYNCT, will perform substantially in accordance with the Documentation. PRESYNCT does not warrant that the Software will be error-free in all circumstances. In the event of any defect or error covered by such warranty, Customer agrees to provide PRESYNCT with sufficient detail to allow PRESYNCT to reproduce the defect or error. As Customer's exclusive remedy for any defect or error in the Software covered by such warranty, and as PRESYNCT's entire liability in contract, tort, or otherwise, PRESYNCT will correct such error or defect at PRESYNCT's facility by issuing corrected instructions, a restriction, or a bypass. However, PRESYNCT is not responsible for any defect or error not reported or any defect or error in the Software that Customer has modified, misused, or damaged. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, THE SOFTWARE IS PROVIDED "AS-IS" AND PRESYNCT MAKES AND CUSTOMER IS RECEIVING NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR IN ANY OTHER COMMUNICATION BETWEEN CUSTOMER AND PRESYNCT CONCERNING THE SOFTWARE OR THE DOCUMENTATION; AND PRESYNCT SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE AND THE DOCUMENTATION.

12.   Limitation of Liability; Exclusion of Consequential Damages. Customer agrees that its remedies for any breach by PRESYNCT of its obligations concerning this Agreement and the warranty as provided above are limited as provided in the immediately preceding paragraph. IN ADDITION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR DAMAGES. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

13.   Default; Termination. Should Customer fail to pay any fees or charges due hereunder,or fail to perform any other obligation under this Agreement or any other agreement with PRESYNCT, PRESYNCT may, at its option, in addition to other available remedies, terminate all of Customer's rights to use the Software and Documentation, provided that it gives Customer fifteen days' prior written notice in order to permit Customer to cure its default during such fifteen-day cure period. Upon termination of Customer's rights to use the Software and Documentation as a result of Customer's default, Customer immediately shall return or destroy, as requested by PRESYNCT, all copies of the Software and Documentation in Customer's possession (whether modified or unmodified), and any other

materials pertaining to PRESYNCT intellectual property, including any templates. Customer agrees to certify its compliance with such requirement promptly upon PRESYNCT's request. Furthermore, Customer agrees to provide access, at Presynct's option and with 24 hours' advance notice, to the software system for the purpose of verifying Customer's compliance. Any termination of Customer's rights under this paragraph will not release Customer from its obligations to pay the License Fee(s) in full as provided in Appendix A.

14. **License Transfer.** Customer's license may not be transferred, leased, assigned, or sublicensed without PRESYNCT's prior written consent. PRESYNCT may transfer this Agreement at any time.

15. **Governing Law; Venue; Interpretation.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California that are applicable to contracts made and performed in such state, and in no event will this Agreement be governed by the U.N. Convention on Contracts for the International Sale of Goods. If any provision of this Agreement is or becomes or is found to be invalid or void by any court or tribunal of competent jurisdiction, such provision(s) will be null and void and deemed severed from this Agreement and all of the remaining provisions will remain in full force and effect.

16. **Modifications and Waivers.** This Agreement may not be modified except in writing signed by both parties, and no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement. A waiver by either party of its rights hereunder shall not be binding unless in writing signed by an authorized representative of such party. The non-enforcement or waiver of any provision on one occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing.

17. **Equitable Remedies.** Customer acknowledges that any use of copies of the Software and/or Documentation contrary to the terms and conditions of this Agreement will cause PRESYNCT irreparable harm for which damages would be an inadequate remedy. In the event of any such breach of this Agreement, in addition to its rights and remedies otherwise available at law, PRESYNCT shall be entitled to equitable and injunctive relief, including a temporary restraining order. Customer hereby waives any requirement for the posting of a bond or other security in the event that PRESYNCT seeks such an injunction or temporary restraining order.

18. **Legal Expenses.** In the event of litigation or arbitration between the parties arising out of or relating to this Agreement, the prevailing party will be entitled to recover court or arbitration costs and reasonable fees of attorneys, accountants and expert witnesses incurred by such party in connection with the action or arbitration, as well as such costs and fees incurred by the prevailing party in enforcing any award or judgment, whether through an appeal or otherwise.

19. **Insurance Requirements**

19.1 COMMENCEMENT OF WORK. CONTRACTOR/CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

19.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

19.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in an amount of $1,000,000.00 per occurrence (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

(b) Automobile liability in an amount of $1,000,000.00 combined single limit (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(c) Professional liability in an amount not less than $1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage.

19.4 An On-Going and Completed Operations Additional Insured Endorsement for the policy under section 19.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

19.5 An Additional Insured Endorsement for the policy under section 19.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

19.6 For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects 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 the CONTRACTOR's insurance and shall not contribute with it.

20. **U.S. Government Restricted Rights.** If Customer is an agency, department or entity of the United States government, Customer understands and agrees, that (i) use, reproduction, release, modification or disclosure of the

Software, or any part thereof, including technical data, is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies, (ii) the Software is a commercial product, which was developed at private expense, and (iii) use of the Software by any United States government agency, department or other agency of the government is further restricted as set forth in this Agreement.

PRESYNCT SOFTWARE

Appendix A:

Name of Software product: Presynct Report Network ("AFR"), Version 3.0

            CopLogic Citizen On-Line Report Retrieval System ("COR")

            CopLogic DeskOfficer On-Line Reporting System ("POS")

Number and types of Templates: See Attachment B

Number of authorized users: See Attachment B

Description of Group permitted to use <u>Presynct </u>Software hereunder: All authorized personnel employed by the City of Garden Grove Police Department

Implementation Schedule: To be mutually agreed

Implementation Services: See Attachment B

Training: See Attachment B

Designated Location(s):   A physical address to be determined by City of Garden Grove

Summary of Fees – See Attachment B

License Fees	$		
Standard Maintenance & Support for first year	$	Level: [Standard] Extended Premium (circle one)	
Implementation Services	$		
Total (excluding sales and use tax)	$		

  Payment Terms: Net 30

    25% upon execution of contract

    15% upon installation of Software

    25% upon final acceptance of Software

    15% upon installation of Interfaces

    20% upon final acceptance of Interfaces

    Travel Expense as incurred

PRESYNCT SOFTWARE

Appendix B: Maintenance and Support Terms and Conditions

1. General

1.1 All defined terms used in this attachment to the Presynct Software License Agreement (the "Agreement") will have the same meanings as set forth in the Agreement unless otherwise expressly provided below.

1.2 During the term of the license granted under the Agreement and provided that Customer is current in paying the maintenance and support charges for the Software, PRESYNCT will provide Customer with the maintenance and support services set forth below for the Software operating at the Designated Location(s) described in Appendix A to the Agreement.

1.3 In no case will PRESYNCT's maintenance and support obligations extend to any hardware systems, vendor operating systems or other system software, software developed by Customer, or any third-party software. In addition, PRESYNCT will not be responsible for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of any Software if Customer makes any change to the system hardware/software configuration of any third party or other programs, which change affects the performance of the Software and is made without the prior written approval of PRESYNCT. PRESYNCT also will not be responsible for the operation or performance of any third-party application or any application developed by Customer.

2. Standard Support Services

2.1 Service Requests. PRESYNCT will make available to Customer a telephone number and e-mail address for the "Customer Assistance Center" for Customer to call or email requesting support services. The Customer Assistance Center will operate during business hours, 6:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, excluding legal holidays. Customer must use the Customer Assistance Center to notify PRESYNCT of problems associated with the Software or the Documentation that require remedial support from PRESYNCT.

2.2 Remedial Support. Upon receipt by PRESYNCT of a call or email from Customer through the Customer Assistance Center, to report an error, defect, malfunction or nonconformity (a "Problem") in the Software, PRESYNCT shall respond as provided below depending on the level of the Problem:

Severity 1: The reported Problem produces an emergency situation in which the Software is inoperable.

RESPONSE: PRESYNCT will provide an initial response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem within the time set forth in Table A under the "Standard" level of service (unless Customer has selected either the "Extended" or "Premium" support level as provided below). PRESYNCT will exercise reasonable commercial efforts to resolve Severity 1 problems within three days. PRESYNCT will continue to provide reasonable commercial efforts to resolve the Severity 1 problem, and the resolution will be delivered to Customer as a work-around or as an emergency software fix. If PRESYNCT delivers a mutually acceptable work-around, the severity classification will drop to a Severity 3.

Severity 2: The reported Problem produces a detrimental situation in which performance (throughput or response) of the Software degrades substantially under reasonable loads, such that there is a severe impact on use; the Software is usable, but materially incomplete; one or more mainline functions or commands is/are inoperable; or the use of the Software is otherwise significantly and adversely affected.

RESPONSE: PRESYNCT will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem within the time set forth in Table A under the "Standard" level of service (unless Customer has selected either the "Extended" or "Premium" support level as provided below). PRESYNCT will exercise reasonable commercial efforts to resolve Severity 2 problems within five days. The resolution will be delivered to Customer in the same format as Severity 1 problems. If PRESYNCT delivers a mutually acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

Severity 3: The reported Problem produces an inconvenient situation in which the Software is usable, but does not provide a function in the most convenient or expeditious manner, and the user in Customer's organization suffers little or no significant impact.

RESPONSE: PRESYNCT will exercise reasonable commercial efforts to resolve Severity 3 problems in the next maintenance release.

3. Software Updates and Enhancements.

3.1 PRESYNCT may, from time to time, issue new release versions of the Software ("Updates"), which may include bug fixes and new functionality. Customer will be entitled to receive Updates for the Software listed in Appendix A attached to the Agreement as long as Customer is then current in paying the maintenance and support charges for that Software.

4. Extended Support

4.1 For an additional monthly charge as set forth under the "Pricing Adder" row of Table A attached to this Appendix B, "Extended" or "Premium" hours of operation of the Customer Assistance Center will be available to Customer. In addition, for such additional monthly charge, the other support benefits as described in Table A will be provided to Customer.

5. On-Site Support

5.1 At Customer's request, and upon reasonable notice and approval by PRESYNCT, and for an additional monthly charge to be mutually agreed upon, PRESYNCT will maintain personnel at any Designated Locations specified by Customer.

5.2 If Customer request's On-Site Support in accordance with 5.1, PRESYNCT will provide Customer with personnel to perform ongoing system administration, monitoring, reconfiguration and tuning, problem diagnosis, and resolution, and interfacing with Customer's personnel on issues, to the extent possible during normal business hours. The PRESYNCT supplied personnel also will be responsible for the installation of Updates and the distribution of updates to the Documentation. In addition, the PRESYNCT supplied personnel will provide training to Customer's personnel on the operation and administration of the Software as time permits.

6. Additional Services.

6.1 As-needed Additional Services can be provided for non-remedial services or non-maintenance related activities to supplement the services provided under this Agreement. Tasks performed under Additional Services may include, but are not limited to, installation of additional hardware, training, and professional or other consulting services for the Software and non-PRESYNCT systems and applications. Customer may request Additional Services at any time provided that all requests will be documented by a Statement of Work signed by Customer in accordance with the following provisions (and PRESYNCT will have the right to accept the Statement of Work, modify its terms with Customer's approval, or decline to provide the requested services):

(a) Response by PRESYNCT will be on a reasonable efforts basis.

(b) Customer agrees to be billed for labor, including travel time, plus reasonable out-of-pocket expenses, required for the performance of the requested services.

7. Non-Support Services

7.1 Services Not Included. PRESYNCT's maintenance and support services under this Appendix B do not include: (1) custom programming or development services, or (2) training for Customer's personnel, except as expressly set forth in Appendix A attached to the Agreement.

7.2 For Non-Software Problems. If the cause of an error, defect, malfunction, or nonconformity experienced by Customer in connection with the operation of the Software is determined by PRESYNCT not to be caused by the Software, PRESYNCT will notify Customer that such problem is a non-Software problem, provide an estimate of the PRESYNCT charges to correct such problem, and if Customer authorizes PRESYNCT to undertake such correction, Customer will pay PRESYNCT for all work performed by PRESYNCT in connection therewith, on a time and materials basis, plus expenses in accordance with the estimate.

8. Customer's Obligations

8.1 PRESYNCT's support and maintenance obligations hereunder are conditioned upon Customer providing to PRESYNCT appropriate access to the system(s) running the Software, including, but not limited to, passwords, system data, file transfer capabilities, and remote log-in-capabilities. PRESYNCT will use all reasonable efforts to maintain the security of Customer's system by complying with Customer's standard security procedures and will use such access only for support and maintenance purposes. Customer also will provide PRESYNCT personnel with an active voice telephone line at each Designated Location specified in Appendix A to the Agreement that will be available continuously when required by PRESYNCT personnel for support or maintenance access.

8.2 To use the services described herein, Customer agrees to refer to the contract number for the Agreement as shown on the first page of the Agreement. All of Customer's reports and requests will be made through the Authorized Individual(s) (up to two per Designated Location), designated by Customer in Appendix A to the Agreement, and who Customer may change from time to time by prior written notice to PRESYNCT.

SUPPORT SERVICES AND FEES

Service	Support and Maintenance Program Level		
	Standard	Extended	Premium
Service Hours	8 Hours/Day 9am-5pm, PST Monday-Friday	11 Hours/Day 7am-6pm, PST Monday-Friday	24 Hours/Day 7 Days/week
Communication	Initial Call/ Email Problem Report/ Phone Escalation	Initial Call/ Email Problem Report/ Phone Escalation	Initial Call/Email Problem Report/ Phone Escalation
Initial Response	Severity 1: 8 Business Hours Severity 2: 16 Business Hours Severity 3: 24 Business Hours	Severity 1: 4 Business Hours Severity 2: 8 Business Hours (within 2 days) Severity 3: 16 Business Hours	Severity 1: 2 Business Hours Severity 2: 4 Business Hours Severity 3: 8 Business Hours
Product Upgrades	Included	Included	Included
Pricing Adder	Included in Standard Maintenance and Support Agreement.	Increase Annual Maintenance and Support Charge by 25%	Increase Annual Maintenance and Support charge by 30%

Rates for Additional Services

The labor rate for Additional Services during regular business hours, Monday through Friday, 9:00 a.m. to 5:00 p.m., PST, will be based on a price quote based on a Statement of Work or PRESYNCT's then current standard hourly rates (after regular business hours, Additional Services will be charged at an additional amount). PRESYNCT's standard rates are subject to change from time to time, in PRESYNCT's sole discretion.

ATTACHMENT A

RFP No. S-1061

CITY OF GARDEN GROVE, CALIFORNIA

SCOPE OF SERVICES TO:

Furnish all Labor, Materials, and Training to Design an Automated Field Based Reporting System for the City of Garden Grove Police Department

The most significant goal of the Garden Grove Police Department's desire to implement an Automated Field Based Reporting System is to automate the manual processes used to prepare reports generated by Department patrol, investigative, and civilian report writing personnel. The Garden Grove Police Department's current process predominately includes handwritten reports and/or MS-Word generated reports and narratives, which are subsequently manually key-entered into the current Records Management System for additional reporting and analysis purposes.

In an effort to increase efficiency and improve services provided to the public, the Garden Grove Police Department is seeking a web-based Citizen Online Reporting System that will allow citizens to submit certain, non-suspect reports while still documenting the incident and collecting reportable data for statistical analysis and to meet both state and federal reporting requirements. Additionally, the Garden Grove Police Department is seeking a web-based Point-of-Sale System, which will enable entitled entities, including, but not limited to citizens, attorneys and insurance companies, to purchase select reports or services online.

Implementation of the Automated Field Based Reporting System, Citizen Online Reporting System, and Point-of-Sale System will eliminate the need for storage, retention and distribution of hardcopy documents through the introduction of digital storage of all documentation, increase efficiency and provide greater customer service.

1.   Introduction

3.1   The City of Garden Grove is soliciting proposals for an Automated Field Based Reporting System (AFR), Citizen Online Reporting System (COR), and Point of Sale (POS) in support of the Garden Grove Police Department (GGPD) requirements

3.2   The City will award a single contract to the successful Proposer (prime Contractor) for this solution. The Contractor may use subcontractors as required to implement the solution that utilizes the existing systems to maximum extent so as to leverage the hardware, system, and network resources already purchased. The City desires to obtain the AFR, COR, and POS systems from a Contractor that is familiar with the

requirements of large, urban law enforcement departments, that has a long-term commitment to the public safety technology market, and that has a proven track record of successful and timely implementations.

3.3   The City has established the design and implementation priorities listed below. These priorities are established as a result of our immediate need to electronically create reports and reduce the impact of a paper-driven system on our already limited workforce.

3.3.1 First Priority: The City's first priority for this project is to deploy a "fully functional" AFR. The AFR should be deployed as soon as practical based upon the urgent need of the City to complete this project no later than nine (9) months after acceptance of a design document. This priority should include critical interfaces with GGPD's RMS, Jail Booking System, Computer-Aided Dispatch (CAD) System and Evidence Tracking System, all of which are described in Section 3.

3.3.1.1   Fully functional AFR refers to the ability of the AFR system to generate reports from the field, validate information based upon UCR reporting requirements, store report data in electronic format in tables developed to interface with the RMS, and integrate scanned documents from sources from within or outside of the GGPD.

3.3.2 Second Priority: The City's second priority for this project is to deploy a COR designed to interface directly with the GGPD RMS and to print formatted reports that are as suitable for filing as those generated by the AFR.

3.3.3 Third Priority: The City's third priority for this project is to deploy a POS designed to enable the public to purchase select reports online, either from a remote location, or from a kiosk located within the GGPD facility

2.   Project Objectives

The object of the project is to implement AFR, COR and POS systems that meet all GGPD unit and bureau business process needs, reduce inefficiencies, increase timeliness and accuracy of information, reduce redundancy in workflows, provide critical data and tools to the users, and enhance customer service delivery. The City seeks to deploy a solution that will work with the existing RMS, CAD, jail booking system and property/evidence system, crime analysis and mapping components and provide electronic document and case management and storage functionality. The AFR component of this procurement will allow field personnel and public desk personnel to submit electronic report information as the foundation for the record that will ultimately be stored in the RMS.

The COR component of this procurement will enable citizens to submit certain, non-suspect reports while still documenting the incident and collecting reportable data for statistical analysis, meeting both state and federal reporting requirements.

The POS component of this procurement will enable entitled individuals or companies to purchase select, GGPD-specified reports online, either from home or office, or at a kiosk located within the public area of the Police Department.

3.1   The specific objectives of the AFR component are as follows:

3.1.1 To design, procure and implement an AFR system that enhances and supports the GGPD's need for collecting, organizing, accessing, searching, querying, analyzing, storing and disseminating information.

3.1.2 Implementation of the project in conjunction with the priorities and timelines that the City has articulated in Section 1.3 above.

3.1.3 Ensure that all information originating from the AFR is available within the RMS to all who need to know and have appropriate access to it in a timely fashion and in support of the 24/7 environment of the GGPD.

3.1.4 Provide dynamic form field expansion

3.1.4.1   Ability to dynamically append reports on demand to accommodate additional information (i.e. persons, vehicles, weapons, stolen and recovered property or narratives)

3.1.5 To fully implement the new system and eliminate the existing use of worksheets and forms

3.1.6 Provide the ability to attach photographs, supporting documents, text and graphics

3.1.7 Employ intelligent forms that auto-recommend and auto-populate with data from external data sources

3.1.7.1   CAD, RMS, Magnetic Stripe Readers, Evidence Tracker System, Jail Booking System, external databases (local, state, federal: CJIS, NCIC, others)

3.1.8 Provide field form synchronization, enabling electronic synchronization of all mobile field reporting forms (updates, changes, new forms) when the user logs onto the system

3.1.9 Provide training and functionality to enable modification of existing forms or development and implementation of new forms

3.1.10 To enhance the ability of officers and report writing personnel to complete reports and supplemental information in a timely fashion.

3.1.10.1 Provide auto-save capabilities for officers and/or report writing personnel whose reporting process may be interrupted due to working conditions or requirements

3.1.11 Provide access by authorized personnel to data for analysis from reports pending approval

3.1.12 Enhance the workflow through electronic approval, review, distribution, and case assignment and management processes.

3.1.13 Provide smart fields, to include field-level validation logic, agency configurable drop-down lists, Master Code Tables, dynamically driven table values, mandatory field validation, and user profile driven field pre-population

3.1.14 Employ mobile code table synchronization to enable re-use of codes across platforms and forms, store forms and code tables separately, and maintain a master code list accessible to all users

3.1.15 Enhance text processing with spell check and importation of text into the report

3.1.16 Generate reports following the format of existing GGPD report forms

3.1.17 Provide the ability to create management reports

3.1.17.1 Able to generate and process an unlimited number of management reports

3.1.17.2 Provide support of pre-defined reports

3.1.17.3 Ability to generate Ad-Hoc "on-the-fly" reports

3.1.18 Require minimal end user training

3.1.19 Provide "Help" functionality within the application

3.1.20 Ability to advise users of data entry or command errors with clear and concise messages

3.1.21 Ability to process dates as MM/DD/CCYY

3.1.22 Ability to log times in a 24-hour format

3.1.23 Provide quick method to navigate (i.e. page forward, back, "go to" or scroll) when multiple screens or forms exist

3.1.24 Ability to timestamp documents

3.1.25 Enable automatic redaction by authorized users within the system, based upon user defined search terms, as well as manual redaction

3.1.26 Support compliance with the California Public Records Act provisions

3.1.27 Non-proprietary database – The GGPD desires that any database related to the project be non-proprietary, based on open architecture

3.1.27.1 Must easily layer on top of and integrate with existing platforms and systems

3.1.28 Capable of interfacing with existing technology

3.1.28.1 Capable of being future proof as new technology platforms are introduced (ie. new CAD/RMS acquisitions)

3.1.29 To employ an information sharing architecture consistent with justice-related standards and open technology that adheres to the City's technology priorities and infrastructure while leveraging state-of-the-art and emerging technologies.

3.1.30 All updates should be server-based

3.1.31 Capable of operating as a standalone application when:

3.1.31.1.1 Other systems are absent (ie. no RMS is present)

3.1.31.1.2 Existing systems are offline (scheduled maintenance or system outages)

3.1.31.1.3 Compliant with standards-based integration (GJXML and/or NIEM) in compliance with grant requirements

3.1.31.1.4 Able to share information to authorized users within and across departmental and jurisdictional boundaries

3.1.32 Option to deliver software and printed materials in electronic format

3.2 The specific objectives of the COR component are as follows:

3.2.1 To design, procure and implement a COR system that enhances and supports the GGPD's need for collecting, organizing, accessing, searching, querying, analyzing and disseminating information.

3.2.2 Implementation of the project in conjunction with the priorities and timelines that the City has articulated in Section 1.3 above.

3.2.3 Gather information from a member of the general public via a 128 bit encrypted SSL connection.

3.2.4 Issue a temporary report number to the citizen and place the temporary report into a report inbox or queue for review and modification by designated agency personnel.

3.2.5 Automatically generate and send an email to the citizen submitting the report regarding its status of having been received and is pending approval.

3.2.6 Ability for agency designated personnel to login via an encrypted SSL connection to approve reports, send follow-up requests to citizens regarding required modifications or additions, reject the reports, edit the reports electronically prior to import into the RMS or print copies of reports in a PDF format, as needed.

3.2.7 Approve the report, which will automatically issue an official case (DR) number via interface with the CAD system, place it in a queue for export and send an appropriate email to the citizen. The system will have the ability to send a PDF copy of the approved report to the citizen, if necessary.

3.2.8 Receive supplements to existing reports from citizens

3.2.9 Allow citizens to choose from various languages including, but not limited to, English, Spanish, French, Korean, Vietnamese, Chinese, and Arabic, in which to read instructions and submit the reports. The system must also allow the agency to add additional languages of their choosing.

3.2.10 Must be able to fully integrate into the RMS to eliminate the need to for manual entry of report data

3.2.11 Must be highly modifiable to allow authorized GGPD personnel to make incident specific changes to required fields, field labels, instructions, and other working used throughout the system. These changes must be made through the application and not require changes to the programming

3.2.12 Ensure that all information originating from the COR is available within the RMS to all who need to know and have appropriate access to it in a timely fashion and in support of the 24/7 environment of the GGPD.

3.3 The specific objectives of the POS component are as follows:

3.3.1 Provide online purchase of agency-specified reports by agency-determined authorized entities

3.3.2 Provide internal access codes for access by other city departments to obtain necessary reports without payment (i.e. Traffic Enforcement, Finance, Fire Department)

3.3.3 Fully customizable search pages

3.3.4 Financial transactions completed through SSL certificate with VeriSign

3.3.5 Make reports available online within two minutes of agency's upload

3.3.6 A detailed project plan should include milestones and appropriate testing procedures.

4 Current Environment

4.1 The RMS is an inhouse system developed and maintained by the City of Garden Grove Information Technology Department, consisting of several web applications using the open source PostgreSQL database as backend. The GGPD will provide access to RMS data through the database and/or web services. For direct database access, PostgreSQL offers ODBC, JDBC and direct interfaces in all major programming languages. GGPD and the City of Garden Grove Information Technology Department can and will provide assistance and technical help when importing data from a Field Reporting System to the RMS system.

4.2 The "Altaris" CAD system was purchased from Northrop-Grumman. It operates on a local Red Hat Linux machine with an Oracle database. Direct access to a view-only version of the database is available. An alternative means of access through a TCP/IP connection method is also available.

4.3 The Jail Booking was purchased from ImageWare System, Inc. It is a client-server system with the server running Windows 2003 SQL Server on a local machine. Photographs are stored as individual JPG files in the file system and accessed through a network share. The vendor has given GGPD limited access to custom views on the database. An excerpt from their documentation pertaining to the use of these custom views follows:

"To develop client applications around these views, a developer will have to use some type of software development application such as Visual Basic, C++, Power Builder, Crystal Reports or any application that can make use of ODBC drivers or OLE DB drivers and NT File shares. Users of these views will need to make sure they can properly connect to the database from their computer. ImageWare suggests the user load the proper ODBC client drivers for SQL Server and keep them up to date. Each client connection to the database may use a database license so the user of these views is responsible for checking that their database server is properly licensed to handle the expected additional load."

4.4 The evidence tracking system was purchased from Tracker Products. It is a web application with a SQL Server backend running on a local Windows 2003 server. The vendor will give GGPD limited view-only access into the database, but GGPD and the vendor have not yet worked out the details.

5   System Documentation and Manuals

5.1   Documentation must be provided at the level of detail that will allow the City to operate and maintain the system. The documentation deliverables must include all required and agreed-upon functional manuals, maintenance manuals, computer operator manuals, user guides, programmer documentation and any other documentation necessary to provide continued operation with the City and GGPD. Documentation must include necessary schematic drawings, flow charts, illustrations, troubleshooting guides and all procedures required for initial troubleshooting to identify potential sources of a problem and restore operations that may be performed locally.

5.1.1 The GGPD desires an electronic submission of any printed materials, including training manuals, system or other documentation and electronic delivery of software

6   System Management

The following system management functions are required. Offerors must describe all available management functions provided by their systems.

6.1   Table Maintenance

6.1.1 Vendor must provide the ability for the designated personnel to maintain all lookup tables and user-defined data. Use of these maintenance screens must be subject to system security checks. Field contents should be required to pass rigorous data editing to ensure data integrity and validity. Each user modifiable table, particularly edit tables, must be identified by name and function prior to training.

6.2   System Expansion and Enhancement

6.2.1 The system must be capable of accommodating incremental expansion, such as new report types, additional jurisdictions, larger volumes of information, etc. Vendor must specifically identify any limitations on the expansion of the system, including any artificially imposed by licensing and the like.

6.2.2 Vendor must clearly define how forms are edited/added to the system. Details must include all processes and costs involved.

6.3   System Reliability

6.3.1 The system must be designed for 24-hour per day, seven-day per week operation, and must meet the minimum standard of 99.999% uptime.

6.3.2 The system design must account for transaction error conditions that, while not fatal to the processing of the transaction, require correction.

6.4   System Security

6.4.1 The proposed system must establish a list of user names authorized to connect to the system, including unique user passwords. The base software must contain a record of all user log-ins identified by badge/Employee ID number and by name.

6.4.2 All system security should use a combination of User ID, function and password authority at minimum. The system manager should have the ability to specify these parameters in any combination that contains the user ID and password as the minimum

6.4.3 The AFR must provide a password driven security system for each person. This security must provide individual security control by function or separable application module, and security control for add/modify, inquiry, delete, access, and print. Operator displays, menus, etc. must be limited to those functions that the operator is allowed to perform based upon login.

6.4.4 Each user must be able to logon to a system from only one devise at a time. Logging on from a second device while still logged on to the first device should alert the user and automatically log off from the first device.

6.4.5 It is highly preferred that user administration integrates with the City's LDAP service.

6.4.6 The system security must include an audit trail of all transactions including, but not limited to access, approval, modification, additions, printing and distribution.

ATTACHMENT "A"

ADDENDUM No. 1

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: May 11, 2010

Date Effective: May 11, 2010

RFP No.   01-1061

Contract: Furnish all Labor, Materials, and Training to Design an Automated Field Based Reporting System for the City of Garden Grove Police Department

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.

2. Page 2, Address of the Pre-proposal meeting shall be revised as follows:

    A <u>Mandatory</u> Pre-Proposal Conference will be held at 10:00am, May 12, 2010, at City of Garden Grove Community Meeting Center, Constitution Room, located at **11300 Stanford Avenue, Garden Grove, CA.** Any questions may be submitted in writing until May 21, 2010. Only those proposers who attend this meeting <u>and</u> site inspection will be eligible to submit proposals.

4. The contractor is hereby notified that Addendum No. 1 must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.

    Issued by:

    Sandra Segawa, C.P.M., CPPB
    Purchasing Agent
    City of Garden Grove

S-1061

ADDENDUM No. 2

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: May 20, 2010

Date Effective: May 20, 2010

RFP No.   01-1061

Contract: Furnish all Labor, Materials, and Training to Design an Automated Field
            Based Reporting System for the City of Garden Grove Police
            Department

<u>INTENT</u>

1. This addendum is issued prior to receipt of proposals to provide for modifications
   in plans and/or specifications. Acknowledgment of this addendum shall be made
   and cost for work included in proposer's submittal.

2. The following questions were asked via email and the responses are as follows:

   a) **Question:** 8.0 Evaluation of Proposals, Price – proposal is evaluated
      on whether the pricing fits within the allotted funding – Please advise
      the amount of the allotted funding

      Answer: As discussed at the pre-proposal meeting, there is no
      allocated budget for the project at this time.

   b) **Question:** Are the RFP forms required to be filled out and returned
      with the proposal available in MSWord format?

      Answer: No

   c) **Question:** Can the RFP be provided in MSWord form so that vendor
      can address all of the requirements in table format where appropriate?

      Answer: No

   d) **Question:** Can the RFP be provided in MSWord form so that vendor
      can address all of the requirements in table format where appropriate?

      Answer: No

e) **Question:** Proposal Letter/Certificate of Acceptance – please review 2nd paragraph beginning with "The scope of work will include..."

Answer: Page 11, to be revised as follows:

The Scope of Work will include the implementation of an Automated Field Based Reporting System is to automate the manual processes used to prepare reports generated by Department patrol, investigative, and civilian report writing personnel. The Garden Grove Police Department's current process predominately includes handwritten reports and/or MS-Word generated reports and narratives, which are subsequently manually key-entered into the current Records Management System for additional reporting and analysis purposes.

f) **Question:** Paragraph 2.1.12 describes workflow specifically for "Case assignment and management processes". Is it the desire of GGPD to have a Case Management application as part of Automated Field Reporting?

Answer: No, a case management system exists within the RMS. This relates to the workflow by which specified reports are electronically transmitted to the appropriate Sergeant, who will then, in turn, assign it within the case management file and electronically deliver it to the appropriate detective

g) **Question:** Paragraph 2.1.17.1 describes generating an unlimited number of management reports. Is it the desire of GGPD to have the ability to generate their own reports without limitation?

Answer: Ideally, yes. We would like pre-defined reports which are routinely generated from RMS data, along with the ability to create ad hoc searches from the data to create additional reports, as needed. This is especially important in responding to Public Records Act requests and for Crime Analysis.

h) **Question:** Paragraph 2.1.31.1.3 describes that the system be "compliant with standards-based integration (GJXML and/or NIEM)." Do the existing vendor systems meet those standards? For example, will the ImageWare Systems "views" described in 3.3 be provided in a NEIM/GJXML format? Or does the AFR/COR/POS vendor provide information to third parties in NEIM/GJXML format?

Answer: The systems do not conform to NIEM standard.

i) **Question:** What are the Operating System/specifications on the mobile computers as well as fixed computers (those on the LAN)?

Answer: All PCs run on Windows XP running IE 7x, the mobile computers run IE 6x.

j) Question: Is there a preferred OS for the server (UNIX, Linux, Windows)?

Answer: Linux

k) Question: Are integrations for 3.1, 3.2, 3.3, 3.4 bi-directional? If so, will each vendor be responsible for inserting AFR/COR data into their respective database?

Answer: Garden Grove IT will provide an interface for the AFR vendor to WRITE to our 3rd party apps. The AFR Vendor will need to READ data from those apps directly and will be provided with the appropriate view tables or schemas.

l) Question: Does the RMS contain CAD and Jail Booking data?

Answer: Yes

m)Question: Which forms (reports) would GGPD like to automate at the initial deployment of the AFR Project? For example: Crime Report, Accident Report, Incident Report, etc. Please provide examples of the chosen reports (forms).

Answer: We have most forms in PDF format so it would be easy to start with the forms that are most frequently used. Potential vendors need to problem solve a solution that would auto-full these forms when needed like the turbo tax type solution that puts information into the right places by asking questions because the ease of operation is paramount. This topic is something that will be discussed in more detailed after the RFP's are submitted and will be discussed and resolved with the final proposer(s) during the interview process.

n) Question: 2.1.1 on Page 16 – Please clarify if the City wants the vendor to "design" a custom AFR solution or purchase a commercial-off-the-shelf (COTS) solution that will incorporate GGPD-specific incident forms?

Answer: Either solution will suffice as long as it meets the specifications of the RFP. Regardless of the solution that is proposed, the contractor is ultimately responsible to ensure that the solution functions in the current environment. Please feel free to propose any and all solutions that you, as the experts in this field, believe will meet the City's needs.

ADDENDUM No. 3

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: May 20, 2010

Date Effective: May 20, 2010

RFP No.   01-1061

Contract: Furnish all Labor, Materials, and Training to Design an Automated Field Based Reporting System for the City of Garden Grove Police Department

<u>INTENT</u>

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.

2. The following questions were asked via email and the responses are as follows:

   a) **Question:** Which forms would GGPD like included in the field-reporting portion of the solution? (Citation, Accident, Parking, Incident, Arrest, Field Interview, Tow/Impound, etc.)

      Answer: Crime/Incident, Arrest; all to include data currently captured on existing hardcopy Persons and MO Data forms

   b) **Question:** How many mobile computers would the GGPD like the field reporting solution installed on?

      Answer: 80, including those in Command Posts and Supervisor vehicles

4. The contractor is hereby notified that Addendums No. 1, 2, and 3 must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.

          Issued by:
                    Sandra Segawa, C.P.M., CPPB
                    Purchasing Agent
                    City of Garden Grove

S-1061

4. Please see the attached "Automated Field-Based and Online Citizen Reporting System Process" sheet, which may provide some clarification on the process flow

5. The contractor is hereby notified that Addendums No. 1 and 2 must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.

Issued by:

Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove

		Subtotal	Grand Total
Licensing			
	AFR *		
	COR		
	POS	$ 97,500.00	
Interfaces			
	CAD/RMS		
	Jail		
	Evidence		
	CLETS	$ 45,500.00	
Training			
	Train-the-Trainer	$ 3,626.00	
Implementation Services**			
	Installation	$ 18,816.00	
Maintenance - Year 1			
	AFR		
	COR		
	POS		
	Interfaces	$ 10,000.00	$ 175,442.00

* AFR licensing includes:
> Enterprise Site License (1)
> Unlimited User Licenses
> Forms (25) specified in RFP (Form 1801, Forms Main 1,
> Forms Main Two More, Forms Requiring Signature, and
> Shoplifting Form)

** Travel is billed at cost with no markup
> Estimated 4-6 trips @ $650/trip

Notes:

1. Line Item Prices are considered **PRESYNCT TRADE SECRETS**.

2. Maintenance Year 2 is a total of $36,100: COR $10,000, AFR $17,000, and Interfaces $9,100.

3. Maintenance Year 3 is a total of $37,905.