

City of Vancouver Agreement # _____
A Technology Agreement for Software as a Service
By and Between City of Vancouver and Mark43, Inc.
for a Police Records Management and
Report Writing System

This Agreement is made and entered into this ____ day of _____, 2019, by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington (hereinafter referred to as “City”), and Mark43, Inc., a Delaware corporation licensed to do business in the State of Washington (hereinafter referred to as “Contractor”), whose address is 28 East 28th, 12th Floor, New York, NY 10016. The City and the Contractor are referred to collectively as the “Parties”.

WHEREAS, the City desires to engage Contractor to provide cloud software applications and/or professional services for a Police Records Management and Report Writing System, and Contractor has agreed to offer its cloud software applications and/or professional services to perform said work; and

WHEREAS, the Contractor has represented by entering into this Agreement and by its response to City of Vancouver Request for Proposal # 17-18 that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner to the standards required by City,

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the Work set forth herein, and as attached and made a part hereof, the City and Contractor mutually agree as follows:

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ii. DEFINITIONS:

“Affiliate” means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity.

The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

“Applications” means the Contractor software applications as described in Exhibit A (“Technical Specifications and Schedule of Services”).

“Authorized Persons” means (1) authorized Contractor employees; and (2) authorized Subcontractors, in each case, who have a legitimate need to know or otherwise access the City Data to enable Contractor to perform its obligations under this Agreement, and who are bound in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Agreement.

“Authorized User” means an employee or independent contractor of the Vancouver Police Department (solely to the extent such contractor is providing services to the City of Vancouver), who has been authorized by the City to use the “Cloud Software Service for Law Enforcement” including sworn and civilian staff, authorized volunteers and authorized members of joint task force operations.

“Certificate of Completion” means a written certificate, signed by authorized representatives of City and Contractor, stating that (1) the RMS and all required interfaces have been completely delivered, assembled, installed, and tested at the City work site in accordance with the requirements

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of this Agreement; (2) as so assembled and installed, the RMS satisfies the acceptance tests reasonably required by the City; and (3) the RMS conforms to the specifications required under this Agreement.

“City” means the City of Vancouver, and any departments and subdivisions thereof, including without limitation, the Vancouver Police Department.

“City Agreement Administrator” means the director level authority for making changes to the Agreement or managing aspects of the Agreement.

“City Data” means all data, information, content and other materials stored or transmitted by City and any Authorized User through the Cloud Software Service for Law Enforcement (i) in their user accounts, and (ii) on any Third Party Application, excluding any Third Party Data and any Contractor Data.

“Cloud Software Service for Law Enforcement” or **“SaaS Services”** or **“RMS”** means the hosting, maintenance, and/or support services for the Applications, application program interfaces, Software, modules, graphical user interfaces, and related software-as-a-service provided by the Contractor under this Agreement, including any related remote access reasonably needed for use by the City, including any Documentation thereto.

“Confidential Information” means:

(1) with respect to Contractor, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding Contractor’s legal or business affairs, financing, customers, properties or data, and

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(2) with respect to City, any non-public information or material regarding City's legal or business affairs, financing, customers, properties, computer infrastructure or data.

Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "**Receiving Party**"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "**Contractor Data**" means data, information, content, and other materials provided, stored or transmitted through the "Cloud Software Service for Law Enforcement", which are the property of Contractor, including without limitation, Documentation and standard forms.

"Defect" means any failure of the RMS to operate in conformity with the specifications and other requirements set forth in this Agreement.

"Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party. **"Documentation"** means the user guides and user manuals for the "Cloud Software Service for Law Enforcement" that Contractor provides to the City.

"Intellectual Property Rights" means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (1) all patent rights, including any rights in pending patent applications and any related rights; (2) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (3)

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all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor, (4) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (5) all other rights covering industrial or intellectual property recognized in any jurisdiction.

“Launch Date” means the date of cutover to the “Cloud Software Service for Law Enforcement”.

“Malicious Code” shall mean (1) any code, program, or sub-program whose knowing or intended purpose is to damage or interfere with the operation of the computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of the Software, code, program, or sub-program, itself, or (2) any code, program or sub-program that permits any unauthorized person to circumvent the normal security of the Software or the system containing the code. This could include, but is not limited to “viruses,” “worms,” “backdoor entries,” “time bombs,” “Trojan horses,” “lockout devices,” and other disruptive technologies.

“Mark 43 Data Lake” means a Microsoft SQL Server (MSSQL) database that can be provided to City to access City Data directly via SQL. This database is a near-real time replica of the live Mark 43 database and has no limits on storage size for data pulled from the RMS application. The Mark 43 Data Lake runs on shared hardware, but City Data is fully isolated from that of other subscribers.

“Personal Information” means the City Data provided to Contractor by or at the direction of the City, or to which access was provided to Contractor by or at the direction of the City, in the course of Contractor’s performance under this Agreement that: (1) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail

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addresses and other unique identifiers); or (2) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).

“Production and Non-Production Environments” “Production” environment means the environment used by the City for mission critical operational work supporting 24x7x365 law enforcement functions. “Non-production” environment is any environment that is not Production.

“Professional Services” means the evaluation, consultation, implementation, configuration and other services offered by Contractor in connection with the “Cloud Software Service for Law Enforcement”, as set out in Exhibit A “Technical Specifications and Schedule of Services” along with corresponding pricing, as applicable, but not including any “Cloud Software Service for Law Enforcement”.

“Regular Use Period” means the period of time during the Term of this Agreement following date of cutover to the Cloud Software Service for Law Enforcement.

“RMS” (Records Management System). *See* “Cloud Software Service for Law Enforcement”.

“Security Breach” means (1) any act or omission that compromises either the security, confidentiality, or integrity of Personal Information, or (2) any mishandling or loss of the City Data, the physical, technical, administrative or organizational safeguards put in place by the Contractor, City, or any Authorized Persons that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (3) any act or omission that results in any corruption or loss of the City’s Data.

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“Services” means the Professional Services and the SaaS Services.

“Software” means the object code version of Contractor’s computer software and all updates made available by Contractor to the City under this Agreement.

“Subcontractor” means any third-party vendor, manufacturer, service provider, or other entity that is not the named Contractor in this Agreement that is or may be engaged by the Contractor and approved by the City in writing for performance of the Work under this Agreement.

“Term” means the Initial Term, any Renewal Term Option Period(s), and Renewal Term(s) (if any).

“Third Party Application” means a third-party service by a Third Party Provider(s) selected by City and approved by Contractor, to which the City and any Authorized User facilitates Contractor’s access to, and use of, the “Cloud Software Service for Law Enforcement”, via an application programming interface or other means.

“Third Party Data” means any data owned by a third party that the City accesses via the “Cloud Software Service for Law Enforcement”.

“Third Party Providers” means third parties, including other contractors, state agencies and local agencies, that control products and/or databases, including Third Party Applications, with which Contractor’s “Cloud Software Service for Law Enforcement” are to be interfaced, but for the avoidance of doubt, shall not include any Third Party Suppliers.

“Third Party-Supplied Components” means any component supplied by a Third Party Supplier.

“Third Party Suppliers” means any party who provides products and/or services that contribute to the overall “Cloud Software Service for Law Enforcement” provided to the City by the Contractor, including, without limitation, Amazon Web Services, Google and CommSys.

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“Transition Assistance” means the process by which the Contractor assists the City prior to, or upon, termination.

“Updates” means any and all new releases, new versions, patches and other updates for the “Cloud Software Service for Law Enforcement” that Contractor makes generally available without additional charge to its other customers of the “Cloud Software Service for Law Enforcement”.

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1. Software and Services Provided.

A. Work. Contractor agrees to provide the Services set forth in Exhibit A “Technical Specifications and Schedule of Services”, and as further described within Contractor’s Statement of Work; within the time frames and milestones specified herein. Exhibit A “Technical Specifications and Schedule of Services” is hereby incorporated into this Agreement by this reference (Contractor’s delivery of the RMS called for within Exhibit A on a subscription fee basis, together with performance of the Professional Services called for under this Agreement shall be collectively termed “Work”). Given the current requirements set out in this Agreement, payment for Contractor’s Work during the Initial Term shall not exceed the sum of one million, two hundred seventy-eight thousand, one hundred and sixteen dollars (\$1,278,116.00) in the amounts specified within Exhibit B (“Compensation”) unless authorized in writing by the City, as specified within Section 14 of this Agreement.

B. Inspection. City may inspect the components of the RMS when delivered and reject upon notification to Contractor any and all components of the RMS which do not conform to the specifications or other requirements contained in this Agreement. Components of the RMS which are rejected shall be promptly corrected, repaired, or replaced by Contractor in accordance with Contractor’s warranty obligations under this Agreement, such that the RMS conforms to the specifications and the other requirements of this Agreement. If City receives components of the RMS with one or more Defects not reasonably apparent on inspection, then City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor’s warranty obligations under this Agreement following the discovery of such Defect(s). As the Parties

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agree that the RMS is to be hosted off-site, City has the right to inspect and audit all facilities, infrastructure, policies and procedures, personnel, equipment, and documentation involved with operating the RMS and under Contractor's control to ensure compliance with the terms of this Agreement.

C. Acceptance. Payment for any part or parts of the RMS, or inspection or testing thereof by City, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City shall be deemed to have accepted the RMS and Contractor's Work only upon City's execution and delivery of a Certificate of Completion. Acceptance of the RMS does not waive any warranty or other rights provided in this Agreement for the balance of Contractor's Work required under this Agreement. City will have a minimum of thirty (30) days after the Launch Date of each phase to test the system in full production use and to identify non-conforming elements to be corrected. The Certificate of Completion will be executed once all non-conforming elements have been corrected by Contractor, except for minor or inconsequential errors.

D. Problems. Contractor agrees to promptly notify City of any factor, occurrence, or event coming to its attention that may affect Contractor's ability to meet the requirements of this Agreement, or that is likely to occasion any delay in completion of the Work contemplated by this Agreement. Such notice shall be given in the event of any loss or reassignment of any of Contractor's Key Personnel identified by name within this Agreement, threat of strike, or major equipment failure or other force majeure event.

E. Alterations and Changes. City reserves the right, without impairing Contractor, to require additional subscriptions or services, to omit, cancel or eliminate Agreement items, to alter

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details of implementation or installation, and to make other changes and alterations as necessary or desirable, in City's judgment, to satisfactorily complete the project contemplated by this Agreement. Contractor shall perform such changed, additional, increased, decreased, varied or altered obligations upon the mutual written agreement of the Parties. Compensation for such alterations or changes will be made on such basis as may have been agreed to by the Parties. Except as may be otherwise provided in this Agreement, no payment for extras will be made unless such extras and the compensation to be paid therefore have been authorized in writing in compliance with Section 14 of this Agreement.

F. Audit Rights. Contractor shall provide such employees and independent auditors and inspectors as City may designate with reasonable access to all sites from which Work is performed for the purposes of performing audits or inspections of Contractor's operations to ensure compliance with this Agreement, in all cases upon advance notice to Contractor, not more than once per calendar year and during normal business hours at a time convenient to Contractor. Contractor shall provide such auditors and inspectors any reasonable assistance that they may require. Such audits shall be conducted in such a way so that the services to any other customer of Contractor are not impacted adversely. Contractor shall provide City with all information reasonably requested by City to assess the overall financial stability and strength of the Contractor and Contractor's ability to fully perform its obligations under this Agreement. The Parties anticipate that City's audit needs can be achieved by annual receipt of requested financial reports, a security compliance audit report (e.g., SOC-2 TYPE-2), and reasonable cooperation with any CJIS audit conducted or required by the Federal Bureau of Investigations.

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2. Relation of Parties.

The Contractor, its Subcontractors, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its Subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, pension, insurance, bonding or any other benefits afforded to City employees. The Contractor, Subcontractors, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

3. Duration.

This Agreement shall be effective as of the date specified on Page 1 of this Agreement (the “Effective Date”) and shall continue for five (5) years (the “Initial Term”). The City shall have the option to renew for two additional five (5) year periods (the “Renewal Term Option Period(s)”) upon notice to Contractor prior to the expiration of the Initial Term (or prior to the expiration of the first Renewal Term Option Period in the event that a second Renewal Term Option Period is elected by the City). Continuous one (1) year extensions shall continue thereafter, or following the Initial Term in the event the Renewal Term Option Period is not elected (each, including the Renewal Term Option Period(s), a “Renewal Term”). Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew at least thirty (30) days prior to the otherwise automatic renewal date.

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4. Time of Performance.

The Work required of the Contractor is to commence as soon as practicable after the execution of this Agreement. It is agreed services hereunder shall be completed according to the schedule set forth in Exhibit A.II. (“Schedule of Services”) and Exhibit B.II. (“Support Services and Service Levels”). Time is of the essence as to the terms of this Agreement.

5. Delays and Extensions of Time.

A. Delays. Contractor shall use commercially reasonable efforts to meet the projected Launch Date and avoid unreasonable delays in the delivery of all Professional Services required prior to the Launch Date unless excused by an Extension of Time. The City shall also make best efforts to meet the projected Launch Date and avoid unreasonable delays in assisting Contractor as reasonably necessary in connection with the Professional Services. Following the Launch Date, interruptions in the delivery of the Cloud Software Service for Law Enforcement shall be handled as set forth in Exhibit B.II.

B. Extensions of Time. If the Contractor is delayed at any time in the progress of providing Professional Services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement, with such approval by City not to be unreasonably withheld. Any request for an extension of time shall be made in writing to City.

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6. Compensation and Schedule of Payments.

A. General. City shall pay the Contractor at the rates and schedule indicated in Exhibit B (“Compensation”) for Work performed under this Agreement. Exhibit B “Compensation” is hereby incorporated into this Agreement by this reference. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed Amendment. Such payment shall be full compensation for Work provided and for all labor, materials, supplies, equipment, travel and incidentals necessary to complete the project as set forth herein. The Contractor shall submit invoices to City covering agreed upon payments for Work and authorized project expenses, if any. Payments to Contractor shall be made within thirty (30) days from submission of each invoice. The City’s Agreement Number must be referenced on any invoice submitted for payment.

B. Increases in Pricing. Pricing for the “Cloud Software Service for Law Enforcement” provided under this Agreement shall not increase except as provided herein. Fees and charges for any new Services or add-ons of a material nature shall be established by written amendment to this Agreement.

C. Payment Corrections. The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the Agreement.

D. Contractor’s Personnel. Contractor shall provide for and pay the compensation of Contractor personnel and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers’ compensation benefits) which an employer is required to pay relating to the employment of

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employees. City shall not be liable to Contractor or to any Contractor personnel for Contractor's failure to perform its compensation, benefit, or tax obligations. Contractor will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

E. Taxes. The City will pay (via Contractor) applicable taxes, including sales, use, excise, required by law, as well as other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed with respect to the transactions and payments under this Agreement ("Indirect Taxes"). All fees are exclusive of Indirect Taxes. If any such taxes are required to be withheld on any payment, the City will pay such additional amounts as are necessary so that the net amount received by Contractor is equal to the amount then due and payable under this Agreement. Contractor will include a line item for such Indirect Taxes on its invoices to the City, provided that City shall be responsible for ensuring that the percentage to be withheld is in compliance with applicable laws. City agrees to furnish Contractor with an exemption certificate where appropriate or a direct payment permit certificate. The Parties will use commercially reasonable efforts to cooperate with each other to enable each to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible. The City reserves the right to review all tax charges and, in no event, will be responsible to pay more than is appropriate or actually paid under applicable law. Contractor will pass on to the City any tax refunds received with respect to the City's previous payment or reimbursement of applicable taxes hereunder. Each party shall provide and make available to the other any resale certificates, information regarding out-of-state or out-of-country sales or use of equipment, materials or services, and other exemption

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certificates or information reasonably requested by either Party. The Parties recognize and agree that the City is not responsible for:

- i. Taxes based upon the net worth, gross income or net income of the Contactor's taxes based upon the franchise of the Contractor;
- ii. Taxes based upon the equipment or software, except to the extent specifically provided in this Agreement;
- iii. Taxes paid by or for any employee of Contractor.

F. Withholding of Payment. City shall pay undisputed charges when such payments are due under this Agreement. However, City may withhold payment of charges that City disputes in good faith. If City in good faith disputes any charges under this Agreement, City shall notify Contractor of such disputed amount and the basis for City's dispute together with any appropriate information supporting City's position. If City withholds any disputed charges, City shall pay the undisputed portion of charges when due. Neither the failure to dispute any charges or amounts prior to payment nor the failure to withhold any amount shall constitute, shall operate or be construed as a waiver of any right City may otherwise have to dispute any charge or amount or recover any amount previously paid in error.

7. Termination.

A. For Cause.

Either party may terminate this Agreement for material breach upon written notice to the other party that the other party has breached a material term of this Agreement if such breach

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remains uncured for the time reasonably specified for cure in the notice, which time shall not exceed thirty (30) days after the other party's receipt of such notice. Notwithstanding the foregoing, if the nature of the breach is such that it cannot be cured within thirty (30) days, this Agreement shall not be terminated if the breaching party begins to remedy the breach within thirty days and thereafter diligently pursues the cure to completion.

B. For City's Convenience.

The City may terminate this Agreement at any time, without cause and for any reason including the City's convenience, upon ninety (90) days' prior written notice to the Contractor.

C. Non-appropriation of Funds.

The City may terminate this Agreement at any time effective upon written notice, if due to nonappropriation of funds by the Vancouver City Council, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.

D. Acts of Insolvency.

The City may terminate this Agreement by written notice to Contractor if the Contractor makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise except, in the case of involuntary proceedings, the City shall not have any such right to terminate unless such proceeding is not resolved within ninety days.

E. Termination for Gratuities and/or Conflict of Interest.

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The City may terminate this Agreement by written notice to Contractor if the City finds that a conflict of interest exists in violation of applicable ethics rules, or that any gratuity in the form of entertainment, a gift, or otherwise, was offered to or given by the Contractor or any agent therefore to any City official, officer or employee.

F. Notice.

If the City provides Contractor notice of termination, then subject to the City's continued compliance with the terms and conditions of the Agreement (including payment), the Contractor shall continue to provide products and services until the effective date provided in the termination notice.

G. Actions Upon Termination.

In the event of termination or expiration of this Agreement, the following shall apply:

- i. City will pay Contractor all amounts payable hereunder as of the effective termination date.
- ii. All rights and licenses granted hereunder to the City (as well as all rights granted to any Authorized Users) will immediately cease after the successful Termination Transition has completed, including but not limited to all use of the "Cloud Software Service for Law Enforcement".
- iii. The City will, upon written request of Contractor, either return to Contractor or provide Contractor with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of Contractor that are in the City's possession or control.

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H. Termination Prior to Regular Use Period.

Contractor agrees to destroy any copies of City Data collected in the “Cloud Software Service for Law Enforcement” in compliance with applicable laws if the termination occurs prior to the Regular Use Period.

I. Termination Transition.

Upon termination of the Agreement for any reason, and subject to all amounts due being paid in full, Contractor will assist the City with an orderly termination transition, and extraction of all City Data as set forth below:

i. Preparation.

- a. The City will provide the desired cutoff date of the SaaS Services (the “Cutoff Date”), at which time all existing user accounts will be terminated.
- b. Contractor will provide one (1) account for the City to access a web-based storage platform to retrieve all City Data (the “Transition Account”). The Transition Account will be available to the City for thirty (30) days prior to the Cutoff Date, and access will continue for at least 90 days after the Cutoff Date.

ii. Content.

- a. Contractor shall ensure the City Data available via the Transition Account is accessible in a Microsoft SQL Server database format, in

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the standard Mark43 table structure. The City shall extract the City Data in a Microsoft SQL Server database format.

- b. Contractor will return City Data consisting of images or attachments to records within the RMS separately in their native format, and not bundled together with other records and data.
- c. Contractor will return City Data in a non-proprietary format, without technical restrictions or need for de-coding, suitable for reproduction and reuse without the assistance of Contractor or any third-party software that places restrictions on access to the records and data in any way.
- d. Contractor will provide entity relationship diagrams, data dictionaries, and complete data documentation which comprises the design specifications, file types and formats, and all other material necessary to allow a reasonably skilled programmer or analyst to maintain and reuse the City Data extracted from Contractor.

iii. Support.

- a. Contractor will assist the City to resolve any issues either party deems to be the result of errors in the Contractor's platform or export process for a period of six (6) months after the Cutoff Date.
- b. No less than one (1) year after the Cutoff Date, and promptly thereafter, Contractor will delete City Data from all of Contractor's

online systems (e.g. primary database, replica databases, search databases, application caches, etc.) other than database backups, audit logs and server system logs.

- c. Within six (6) months from the date of deletion of City Data from all Contractor's online systems, all City Data will be erased from database backups.
- d. Notwithstanding the foregoing, Contractor reserves the right to retain City Data on audit logs and server system logs and in support tickets, support requests and direct communications with Contractor.

Transition Assistance as outlined within this section is included in the amount charged to City for Services under this Agreement. In the event that any undisputed amounts have not been paid as required in this Agreement, Contractor may decline to provide the support outlined in this section until such amounts are paid in full.

8. E-Verify.

Contractor represents that it has registered and entered into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program. Contractor shall ensure all Contractor employees assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

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9. Compliance with Laws and Rules.

A. Equal Employment. During the performance of this Agreement, Contractor agrees that Contractor personnel performing Work in the United States must be United States citizens or lawfully admitted in the United States for permanent residence or lawfully admitted in the United States holding a visa authorizing the performance of Services on behalf of Contractor.

Contractor shall not discriminate against any Contractor personnel, applicant for employment, or any member of the public because of race, color, religion, sex, sexual orientation, national origin or any other class protected by federal, state or local employment discrimination laws. Contractor shall ensure that Contractor personnel are treated equally during employment, without regard to their race, color, religion, sex, sexual orientation, national origin or any other class protected by federal, state or local employment discrimination laws. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

B. OSHA/WISHA. Contractor certifies that it is in compliance with the conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health act of 1973 (WISHA), and the standards and regulations issued thereunder and certifies that all items furnished or purchased under this Agreement will conform to and comply with said standards and regulations.

C. Compliance with Rules. While at the City facilities, Contractor's personnel shall (i) comply with the rules and regulations that City sets regarding personal and professional conduct

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(including compliance with City's dress code, the wearing of an identification badge provided by City, and adherence to City's regulations and general safety practices and procedures) generally applicable to such City facilities, (ii) comply with reasonable requests of City personnel pertaining to personal and professional conduct, and (iii) otherwise conduct themselves in a businesslike manner. Upon receipt of a written request from the City, Contractor shall remove or reassign any Contractor personnel who it has reasonable cause to believe has violated any law or City conduct policy (e.g., harassment prevention, non-discrimination) while working at or upon City-owned premises.

10. Permits, Certifications and City Business License.

A. General Obligations. The Contractor shall at its own expense secure any and all licenses, permits or certificates that may be required by any federal, state or local law for the performance of Contractor's obligations under this Agreement. Contractor shall also comply with the provisions of all applicable laws in Contractor's performance under this Agreement. At Contractor's own expense and at no cost to City, Contractor shall make any change, alteration or modification that may be necessary which arise out of Contractor's failure to comply with any law.

B. City Business License. In most cases, contractors will be required to get a business license when contracting with the City of Vancouver, unless applicable exemptions apply. Contractor shall contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

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11. Liability and Hold Harmless.

A. Indemnification by Contractor. Contractor will defend, indemnify and hold harmless the City and its elected officials, directors, and employees from any and all claims, liabilities, costs and expenses of any kind (including reasonable attorney's fees and expert and consulting fees) arising from any third party claim arising after the Effective Date that (i) "Cloud Software Service for Law Enforcement" used in accordance with this Agreement infringes or misappropriates the intellectual property rights of a third party, or (ii) for Contractor's gross negligence or intentional misconduct in the performance of the obligations required under this Agreement. The foregoing obligations shall be subject to the City (a) promptly notifying Contractor of the claim, (b) providing Contractor with reasonable cooperation in the defense of the claim when the City becomes aware, and (c) providing Contractor with sole control over the defense and negotiations for a settlement or compromise. Notwithstanding the foregoing, Contractor shall not enter into any settlement without the City's prior written consent, which consent will not be unreasonably withheld. Additionally, if the City determines that a claim raises any issue of public interest or significance, the City shall be permitted to participate in the defense and settlement of any such claim, at its own expense, with counsel of its choosing. Notwithstanding the foregoing, Contractor shall have no obligation with respect to a third-party claim to the extent the third party claim arises from: (r) Contractor's compliance with the City's unique written specifications if the specifications included an infringing item; (s) claims arising out of acts or omissions of the City, its employees or contractors, or any of the City's Authorized Users of the "Cloud Software Service for Law Enforcement"; (t) claims brought by the

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City or its employees or contractors or any user of the “Cloud Software Service for Law Enforcement”; (v) claims arising from the use of any City Data (excluding Contractor Security Breach with respect to City Data); (w) claims arising from the use of any Third Party Applications, Third Party-Supplied Components or Third Party Data; (x) claims arising from the use of the “Cloud Software Service for Law Enforcement” in combination with modules, apparatus, hardware, software, or services not authorized by Contractor or not specified in the Documentation for use with the “Cloud Software Service for Law Enforcement”; (y) the alteration or modification of the “Cloud Software Service for Law Enforcement” by a party other than Contractor, unless such alterations and modifications were authorized by Contractor or specified in the Documentation for use with the “Cloud Software Service for Law Enforcement”; (z) use of the SaaS Services in a manner that is not in accordance with this Agreement or the Documentation; claims arising from the use of old versions software after receipt of modified or updated versions of software; or claims arising from any data, product specifications, information or materials provided by the City hereunder, when used in connection with the “Cloud Software Service for Law Enforcement” or any customization or configuration made to the “Cloud Software Service for Law Enforcement” proposed by or provided by the City under a Statement of Work.

B. Indemnification by the City. The City will defend, indemnify and hold harmless Contractor and its affiliates, and each of their respective officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney’s fees) arising from any third party claim arising after the Effective Date, to the extent resulting from (i) the City’s negligence, or that of its employees, (ii) the City’s breach of the

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Agreement, or the City's breach of any law; or (iii) any allegation that any data, product specifications, information or materials provided by the City hereunder, including, without limitation, the City Data and Third Party Applications, when used in connection with the "Cloud Software Service for Law Enforcement" or any customization or configuration made to the "Cloud Software Service for Law Enforcement" proposed by or provided by the City under a Statement of Work: (a) infringes or misappropriates any Intellectual Property Rights of a third party, or (b) violates any applicable laws. The foregoing obligations shall be subject to Contractor (a) notifying the City of the claim in a reasonable time period following the Contractor's actual awareness of the claim, (b) providing the City with reasonable cooperation in the defense of the claim and (c) providing the City with sole control over the defense and negotiations for a settlement or compromise; provided, however, that the City shall not enter into any such settlement without Contractor's prior written consent, which consent will not be unreasonably withheld, and that Contractor shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing.

C. Limitations of Liability.

i. Liability Exclusion. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE OF, OR FAILURE OF, THE "CLOUD SOFTWARE SERVICE FOR LAW ENFORCEMENT", THE THIRD PARTY-SUPPLIED COMPONENTS OR THE THIRD PARTY DATA PROVIDED UNDER THIS

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AGREEMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, ENVIRONMENTAL DAMAGE, LOSS OF PROFITS, REVENUES, ANTICIPATED SAVINGS, CUSTOMERS, OPPORTUNITIES, DAMAGE TO PRIVACY, REPUTATION OR GOODWILL OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

ii. Limitation of Damages. CONTRACTOR'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO CONTRACTOR BY THE CITY DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES, OR ANY AVAILABLE INSURANCE PROCEEDS REQUIRED OR AVAILABLE UNDER THE TERMS OF THIS AGREEMENT, WHICHEVER IS GREATER.

iii. Exceptions. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATION UNDER SUBSECTIONS 11.A OR 11.B; NOR FOR BREACH OF THE LICENSES GRANTED; NOR FOR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

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12. Insurance.

Contractor agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance during the term of this Agreement:

A. Workers' Compensation and Employer's Liability Insurance: (i) Statutory Worker's Compensation including occupational disease in accordance with law. The limits and aggregates noted above must apply to the Stop Gap Coverage as well. This must be indicated on the certificate of insurance; (ii) Employer's Liability Insurance with minimum limits of \$100,000.00 per employee by accident/\$100,000.00 per employee by disease/\$500,000.00 policy limit by disease.

B. Commercial General Liability Insurance (including contractual liability insurance) providing coverage for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000.00) each occurrence / Two Million Dollars (\$2,000,000.00) products/completed operations aggregate.

C. Commercial Business Automobile Liability Insurance including coverage for all owned, non-owned, leased, and hired vehicles providing coverage for bodily injury and property damage liability with a combined single limit of not less than One Million Dollars (\$1,000,000.00) combined single limit. General and Automobile Liability insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims-made policies will be accepted for Professional and Cyber Liability and for Employee Dishonesty Bonds or other means of coverage only. If these policies are claims-made, they must have retro dates prior to the start of the Agreement, and coverage must remain in force for six (6) years after completion of the service. If not, a six (6) year tail must be purchased.

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D. Technology Errors and Omissions Insurance covering acts, errors and omissions arising out of Contractor's operations or services in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence/aggregate.

E. Intentionally Deleted.

F. Network Security / Cyber Liability (Cyber Protection) with minimum limits Fifteen Million Dollars (\$15,000,000.00) each wrongful act. Sublimit for Notification Costs of Two Million Dollars (\$2,000,000.00) each wrongful act.

G. All such insurance shall be procured with such insurance companies of good standing, permitted to do business in the country, state or territory where Contractor has operations. Contractor shall provide City with certificates of insurance evidencing compliance with this Section. Contractor's insurance policies as required under Sections (b), (c) and (e) shall include City and all of its elected officials, representatives, servants, volunteers, contractors, and employees as Additional Insured for any and all liability arising at any time in connection with Contractor's performance under this Agreement by endorsement ISO Form CG 2010 or its equivalent (such as a blanket additional insured endorsement) in favor of the City which must be attached to the certificate and, to the extent required by its audit obligations or self-insurance requirements, copies of applicable policies shall be furnished to the City upon the City's written request. Contractor shall provide the City and all Additional Insureds with written notice of any policy cancellation, within two (2) business days of their receipt of such notice. Such insurance afforded to City shall be primary and non-contributory insurance and any other valid insurance existing for City's benefit shall be excess of such primary insurance. Contractor agrees to have its respective insurance carriers

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waive any right to subrogation. Except for coverages under subsections D and F above, Contractor shall take such actions with regard to its policy or policies of insurance as are necessary to cause the policy or policies to comply with the requirements stated herein. The obligation of Contractor to provide the insurance specified herein shall not limit in any way any obligation or liability of Contractor provided elsewhere in this Agreement.

13. Ownership and Rights to City Data.

A. The City retains all title, right, interests and ownership to all City Data. In the event of a termination of this Agreement for any reason, the Contractor shall return all City Data to the City in the Contractor's possession, including all records and data maintained in the RMS. The records and data maintained in the system shall be returned to the City in a non-proprietary format, without technical restrictions or need for de-coding, suitable for reproduction and use by computer and photocopy equipment, and shall consist of a full language statement comprising the City Code and complete data documentation which comprises the design specifications, file types and formats, and all other material necessary to allow a reasonably skilled programmer or analyst to maintain and reuse the records and data without the assistance of Contractor or third-party software that places restrictions on access to the records and data in any way. The Contractor agrees no service charge or cost will be assessed to the City for return of City Data or deletion of City Data. City Data which is deemed to be images or attachments to records within the RMS shall be returned separately in their native format and not bundled together with other records and data. All data maintained in the RMS shall be provided as text files in a CSV (Comma Separated Value) format.

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B. Return of City Data in event of Bankruptcy. The Parties expressly agree and acknowledge that City Data is, and shall remain, the sole property of the City, and that Contractor has no ownership interest in City Data. City Data is being held by Contractor as a Bailor. In the event that Bankruptcy proceedings are initiated by Contractor, City Data shall not be deemed to be subject to an automatic stay, but rather, all City Data shall be promptly returned to City pursuant to Section 7 of this Agreement, either by Contractor or its Bankruptcy Trustee.

C. Notwithstanding anything to the contrary contained herein, City hereby grants to Contractor an irrevocable, worldwide, royalty free, non-exclusive, transferable, sublicensable license to use the City Data to: provide the SaaS Services to City and other subscribers of Contractor; analyze the City Data in anonymized and/or aggregate form in order to operate, maintain, manage, and improve the SaaS Services, create new products and services, and share and/or license this anonymized aggregate data to Affiliates, agents, business partners, and other third parties; for Mark43's internal purposes to improve the Applications, Software, and related services, and any other uses arising out of this Agreement.

14. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Contractor and shall be incorporated in written amendments to this Agreement. The City Manager is hereby authorized to execute amendments on behalf of the City, including changes of compensation up to ten (10) percent of the original value.

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15. Confidentiality.

A. Use and Disclosure of Confidential Information. The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date:

(i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement or as authorized within this Agreement; (ii) restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and (iii) except as provided within this Agreement, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.

B. Protection of Confidential Information. The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).

C. Employee and Independent Contractor Compliance. The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.

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16. Representations and Warranties.

A. General. Each party represents and warrants that (a) it has all necessary rights, licenses and approvals required to provide the Work required under this Agreement and to provide the other with the rights to utilize the RMS in the manner indicated within City RFP 17-18 and that City shall be entitled to use the RMS without disturbance; (b) all obligations owed to the third parties with respect to the activities contemplated to be undertaken by the parties pursuant to this Agreement, are or will be, fully satisfied so that the parties will not have any obligations (other than obligations set forth in this Agreement) with respect thereto; (c) the parties' obligations under the this Agreement are not in conflict with any of their other obligations; (d) each party will comply with all applicable Laws in the performance of its obligations under this Agreement; and (e) the parties' arrangements with any Subcontractors who provide services in connection with the performance of the Work required under this Agreement shall be in compliance with the terms and conditions of this Agreement.

B. Defects. Contractor represents and warrants that, while this Agreement is in effect, the RMS and all components thereof shall comply with the specifications contained in this Agreement, be free from errors in operation and performance and be free from Defects.

C. Malicious Code. Contractor represents and warrants that it shall use its best efforts to prevent the introduction and proliferation of any Malicious Code into the RMS or City's information technology environment. Without limiting Contractor's other obligations under this Agreement, Contractor covenants that, in the event any Malicious Code is found in the RMS or City information technology environment, if such Malicious Code originated in the equipment, Software, interfaces or

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other resources provided by Contractor under this Agreement, Contractor shall remove such Malicious Code at its expense.

D. Disabling Code. Contractor represents and warrants that Contractor shall not insert into the RMS any code which could be invoked to disable or otherwise shut down all or any portion of the RMS except as required in the event of the termination or expiration of this Agreement or as otherwise contemplated by this Agreement. Contractor further represents and warrants that no portion of the RMS contains any “back door,” “time bomb,” “Trojan horse,” “worm,” “virus,” or other computer software routines or hardware components designed to (a) permit access or use of either the RMS or City’s computer systems by Contractor or a third party not authorized by this Agreement, (b) disable, damage or erase the RMS or any information or data stored therein, in each case other than as contemplated by this Agreement. For purposes of this provision, code that serves the function of ensuring software license compliance (including passwords) or the provision by Contractor of services under this Agreement shall not be deemed disabling code.

17. License for Use.

A. General. Subject to the terms and conditions set forth in this Agreement, including payment of the subscription fees by City to Contractor, Contractor hereby grants to City, for use by its Authorized Users, a non-exclusive, non-transferable, non-sublicensable license to access the “Cloud Software Service for Law Enforcement” through Contractor’s Website during the Term of this Agreement solely for the City’s internal business purposes (and not for resale or access by third-parties or other commercial purposes), and in accordance with the terms and conditions of this

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Agreement as well as any Documentation and training materials. The City will be responsible to Contractor for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.

B. Restrictions on Use. The City and its Authorized Users will not (and will not permit any third party to): (i) share the City's or any Authorized User's login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the "Cloud Software Service for Law Enforcement" or of any files contained in or generated by the "Cloud Software Service for Law Enforcement"; (iii) copy, modify, adapt, translate or make derivative works of the "Cloud Software Service for Law Enforcement", Third Party Data or Third Party-Supplied Components, or otherwise use, resell, distribute or sublicense the "Cloud Software Service for Law Enforcement", Third Party Data or Third Party-Supplied Components other than in connection with this Agreement; (iv) make the "Cloud Software Service for Law Enforcement" available on a "service bureau" basis or allow any third parties to use the "Cloud Software Service for Law Enforcement" except as expressly authorized by this Agreement; (v) disclose the "Cloud Software Service for Law Enforcement" or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the "Cloud Software Service for Law Enforcement", Third Party Data or Third Party-Supplied Components; (vii) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list for use in an implementation that is not connected to the "Cloud Software Service for Law Enforcement"; (viii) use the "Cloud Software Service for Law Enforcement", Third Party Data or Third Party-

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Supplied Components in violation of any applicable law; (ix) introduce into the “Cloud Software Service for Law Enforcement” any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (x) use the “Cloud Software Service for Law Enforcement” to post advertising or listings; (xi) use the “Cloud Software Service for Law Enforcement” to defame, abuse, harass, stalk, or threaten others; (xii) permit access or use of the Services by any individual outside the United States; (xiii) hide or obscure any Authorized User’s location; (xiv) permit access or use of the RMS, for any activities other than to enhance the City’s own services, where reliance solely on, or failure to use, the “Cloud Software Service for Law Enforcement” could lead to death, personal injury, or property damages. The City and its Authorized Users will not access the “Cloud Software Service for Law Enforcement” if in direct competition with Contractor, and will not allow access to the “Cloud Software Service for Law Enforcement” by any party who is in direct competition with Contractor, except with Contractor’s prior written consent. The City shall comply with additional restrictions on use of the “Cloud Software Service for Law Enforcement” as set forth below:

Google: Users are bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy), available by following these links:

Google Maps Terms: http://maps.google.com/help/terms_maps.html

Google Privacy Policy: <https://policies.google.com/privacy?hl=en&gl=us>

Acceptable Use: https://enterprise.google.com/maps/terms/universal_aup.html

Amazon:

Universal Service Terms: <https://aws.amazon.com/service-terms/>

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Acceptable Use: <https://aws.amazon.com/aup/>

CommSys:

The City shall comply with all required CommSys Terms of Use upon receipt of written notice of the same from Contractor.

18. Data and Security.

A. Contractor represents and warrants that, subject to the City's and its Authorized User's compliance with their obligations hereunder, Contractor's collection, access, use, storage, disposal and disclosure of Data and Personal Information does and will comply with all applicable federal, state, and local privacy and data protection laws, as well as any other applicable regulations and directives in both Production and Non-production Environments.

B. Without limiting Contractor's obligations in this Agreement, Contractor shall implement administrative, physical, and technical safeguards to protect the City's Data that are no less rigorous than legal and regulatory requirements, including Criminal Justice Information Security Policy (CJIS), and accepted industry practices, such as the International Organization for Standardization's standards: ISO/IEC 27001:2005 - Information Security Management Systems - Requirements, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards, Advanced Authentication practices for two factor authentication, and/or other applicable industry standards for information security. To the extent that encryption is used in the performance of this Agreement, expected acceptable encryption

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standards include National Institute of Standards and Technology's (NIST) Federal Information Processing Standards (FIPS) 140-2 (Security Requirements for Cryptographic Modules). Contractor shall ensure that all such safeguards, including the manner in which Data and Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

C. At a minimum, Contractor's safeguards for the protection of the City Data and Personal Information shall include: (i) limiting access of Data and Personal Information to Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security (including vulnerability management); (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Data and Personal Information stored on any mobile media; (vii) encrypting sensitive Data and Personal Information transmitted over public or wireless networks; (viii) except as required for a multi-tenant environment, segregating City Data from information of Contractor or its other customers so that the City Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Contractor's personnel.

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D. During the term of each Authorized Person's employment or other relationship with Contractor, Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Agreement. Contractor further agrees that it maintains a disciplinary and notification process to address, and to notify all affected persons and entities of, any unauthorized access, use, or disclosure of the City Data by any of Contractor's officers, partners, principals, employees, agents, or subcontractors.

E. Upon City's written request, Contractor shall provide City with access and an opportunity to review a network diagram that outlines Contractor's information technology network infrastructure and all equipment used in relation to fulfilling of its obligations under this Agreement, including, without limitation: (i) connectivity to the City and all parties not subject to this Agreement who may access Contractor's network to the extent the network contains City Data and Personal Information; (ii) all network connections including remote access services and wireless connectivity; (iii) all access control devices (e.g., firewall, packet filters, intrusion detection systems, and access-list routers); (iv) all back-up or redundant servers; and (v) permitted access through each network connection.

F. The City agrees it and its Authorized Users shall securely manage their respective password(s) for access to the "Cloud Software Service for Law Enforcement". The City agrees it shall notify the Contractor promptly in the event it becomes aware of any unauthorized access or use of the "Cloud Software Service for Law Enforcement", or of any of its or its Authorized Users' passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User. The City is responsible for all

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activities conducted within User accounts in use of the “Cloud Software Service for Law Enforcement”. The City shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the “Cloud Software Service for Law Enforcement”, including all those related to information security, privacy, and the transmission of technical or personal data.

G. The City agrees to (i) provide true, accurate, current and complete registration data for each account it creates via the “Cloud Software Service for Law Enforcement”, and (ii) maintain and promptly update the registration data to keep it true, accurate, current and complete.

H. Security Breach.

i. Contractor shall: (a) provide the City with the name and contact information for an employee of Contractor who shall serve as the City’s primary security contact and shall be available to assist, facilitate, and provide resources for the City twenty-four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year as a contact in resolving obligations associated with a Security Breach; (b) notify the City of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Contractor becomes aware of a suspected or actual Security Breach; and (c) notify the City of any Security Breaches by telephone at the following number: 360.487.8888 (after hours, follow the prompt to be connected to an on-call employee); e-mailing the City with a read receipt at Help.Desk@cityofvancouver.us and with a copy by E-mail to Contractor’s primary Agreement contact within the City and as specified in this Agreement.

ii. Immediately following Contractor’s notification to the City of a suspected or actual Security Breach, the Parties shall coordinate with each other to contain, mitigate, investigate,

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and respond to the Security Breach. Contractor agrees to fully cooperate with the City in the City's handling of the matter, subject to Contractor's compliance with applicable laws.

iii. Contractor shall take commercially reasonable steps to immediately remedy any Security Breach and prevent any further Security Breach at Contractor's expense in accordance with this Agreement and any applicable privacy rights, laws, regulations, and standards.

iv. Except as required under applicable laws, Contractor agrees that it shall not inform any subject of Personal Information compromised in any Security Breach without first obtaining the City's prior written consent, other than to inform a complainant that the matter has been forwarded to the City's legal counsel. Further, subject to the City's obligation to provide such notification as required by applicable law, Contractor agrees to consult the City on: (a) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in the City's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

v. Contractor agrees to fully cooperate at its own expense with the City in any litigation or other formal action deemed necessary by the City to protect its rights relating to the use, disclosure, protection and maintenance of the City Data and Personal Information. Notwithstanding any other provisions in this Agreement, Contractor shall be liable for all damages, fines, and/or corrective action arising from a Security Breach to the extent caused by any failure or breach of Contractor's data security obligations or confidentiality obligations.

I. Assurance.

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i. Upon the City's written request, to confirm Contractor's compliance with this Agreement, as well as any applicable laws, regulations and industry standards, Contractor grants the City or, upon the City's election, a third party on the City's behalf, permission to perform an assessment, audit, examination, or review of Contractor's internal controls and environment in relation to all City Data and Personal Information being handled and/or services being provided to the City pursuant to this Agreement. Contractor shall fully cooperate with such assurance activities by providing access to knowledgeable personnel, physical premises under Contractor control, documentation, infrastructure and application software that processes, stores, or transports City Data and/or Personal Information for the City pursuant to this Agreement.

ii. Upon the City's written request, to confirm compliance with this Agreement, as well as any applicable laws and specific industry standards identified by the City, Contractor shall promptly and accurately complete a written information security questionnaire provided by the City or a third party on the City's behalf regarding Contractor's business practices and information technology controls and environment in relation to all the City Data and Personal Information being handled and/or services being provided by Contractor to the City pursuant to this Agreement. Contractor shall fully cooperate with such inquiries.

iii. In addition, upon the City's written request, Contractor shall provide the City with the reports and results of any audit by or on behalf of Contractor performed that assesses the effectiveness of Contractor's information security program as relevant to the security and confidentiality of City Data and Personal Information handled or shared arising out of this Agreement. Examples of acceptable audit reports include: (a) a Service Organization Control (SOC)

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2 Type 2 audit performed at least one time each year addressing applicable security, availability, processing integrity, confidentiality, and privacy controls applicable to the Contractor's, and any Subcontractor's, performance of Work required under this Agreement performed in accordance with American Institute of Certified Public Accountants (AICPA) standards; and, for any third party data center and hosting arrangements, and if such third party consents to disclosure, (b) a SOC 3 audit performed at least one time each year addressing all applicable security, availability, processing integrity, confidentiality, and privacy controls applicable to the performance of this Agreement and performed in accordance with AICPA standards.

iv. With the consent of its Third Party Suppliers, as applicable, at least once per year, Contractor shall conduct site audits and test the security of the information technology and information security controls for all facilities used in complying with its obligations under this Agreement, including, but not limited to, a network-level vulnerability assessment and internal and external penetration test performed by a qualified security firm that is not employed by the Contractor based on the recognized industry best practices. Upon the City's written request, Subcontractor(s) and, to the extent permitted by its Third Party Suppliers, Contractor shall make the report available to the City for review and inspection

v. In the event any issues and/or exceptions are identified through the performance of such assessments, the Contractor will provide timely and appropriate corrective action, and will validate the effectiveness of the corrective action(s), and will report progress and results to the City, as requested.

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vi. Any third party assurance provisions intended to assess the security and compliance of the Contractor's (and any Subcontractor's) internal controls, such as for SOC 2 Type 2 audits and security vulnerability and penetration testing, shall be at the expense of the Contractor. Any corrective actions taken by the Contractor as a result of any issues and/or exceptions identified through the performance of assurance activities and assessments shall also be at the sole expense of the Contractor.

vii. The Contractor shall provide SOC 2 Type 2 Audit Report yearly or upon the City's request.

viii. The Contractor shall continue use of "Token Based SAML 2.0 Authentication (for secure single sign-on)".

J. CJIS Audits

i. The Contractor acts on behalf of any Subcontractor(s) and shall be compliant with the Criminal Justice Information Security (CJIS) Policy (<https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>) with its current version and its future versions.

ii. No Work under this Agreement shall begin or continue until the following are deemed satisfactory by the City: (a) Contractor shall provide fingerprint cards to the City or other authorized agency within Washington State designated by the City, for every Contractor employee or Subcontractor(s) accessing the City's Data so that the City or other authorized agency within Washington State designated by the City may conduct the fingerprint based background checks; and (b) the Contractor shall provide a signed CJIS Security Addendum (see Exhibit A, Addendum 1) for every Contractor employee or Subcontractor who will have access to the City's Data; and (c) the

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Contractor shall complete the Federal Bureau of Investigation CJIS Security Awareness Training (Level 4) via CJIS Online (<https://www.cjisonline.com/>) every two (2) years for every Contractor employee or Subcontractor(s) accessing the City's data.

iii. Upon the City's request, the Contractor agrees to participate in CJIS Security Audits as defined in the "CJIS Security Policy" including audits conducted by Washington State Patrol and the Federal Bureau of Investigation. As part of this audit, the City will review and request attestations ensuring all CJIS Security Policy requirements are met. The Contractor agrees to participate in such audits on its behalf and the behalf of its Subcontractor(s). The Contractor agrees to remedy issues that arise from the CJIS Security Audit by responding within 30 (thirty) days with an immediate remedy or a plan for the remediation.

K. Security Questionnaire.

i. The Contractor shall promptly, truthfully and accurately complete any Security Questionnaire requested by City and/or called for under this Agreement.

ii. Prior to the use of any Subcontractor under this Agreement, Contractor shall notify the City of the Subcontractor(s) that are intended to be involved in providing any of the Work called for under this Agreement to the City, and Contractor must obtain the City's written consent in advance. Upon request, the Contractor shall provide written lists of Subcontractors effective at the time of this Agreement signing.

iii. In the event that Contractor terminates its agreement with a City-approved Subcontractor, Contractor shall first allow the City the option to assume any applicable rights and obligations of the Contractor under this Agreement and to transfer any subcontracting agreement to

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the City, provided there shall be no changes in the “Cloud Software Service for Law Enforcement”. Contractor shall provide the City with advance written notice of its intent to terminate any subcontracting agreement and at least thirty (30) days to respond and indicate whether the City wishes to assume the rights and obligations under such agreement.

19. Optional Purchase of SaaS Protection.

The Parties recognize that City’s ability to adequately utilize the RMS may be materially jeopardized if Contractor fails to maintain or support such RMS, absent a means for ensuring continuity of operation of Contractor’s cloud-based software and related Documentation for City’s RMS needs (“SaaS Protection”). The Parties anticipate that SaaS Protection could include services offering continuous, automated online backup where a virtual copy of the “Cloud Software Service for Law Enforcement” and City Data are stored, and where access to this redundant system would only be available in the event that Contractor fails to maintain full functionality of the RMS during the term of this Agreement. The Parties have evaluated the cost and feasibility of securing SaaS Protection and found that as of the signing of this Agreement, doing so is unreasonably cost prohibitive. However, recognizing that market conditions will likely increase the commercial availability of SaaS Protection during the Term of this Agreement, the Parties agree that they may elect to secure SaaS Protection at a future date subject to the following provisions:

A. Upon the mutual written agreement of the parties, Contractor will coordinate with a mutually agreeable SaaS Protection service to allow backup of the most current version of the Contractor’s software in use by City.

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B. City shall pay all fees of SaaS Protection services provided, UNLESS Contractor should enter into an escrow agreement for SaaS Protection of Contractor's Software for the benefit of one or more other customers of Contractor during the term of this Agreement, in which case Contractor shall provide to City a current copy of such SaaS Protection agreement within ten (10) days of City's request and if such existing SaaS Protection agreement is acceptable to City, Contractor shall include City as a third party beneficiary of such escrow agreement at a pro-rated rate to City.

20. Major Emergencies or Disasters.

The City may undergo an emergency or disaster that may require the Contractor to either increase or decrease quantities from normal deliveries, or that may disrupt the Contractor's ability to provide normal performance. Such events may include, but are not limited to, a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above.

In such events, noting the need for information contained in an RMS system, the Contractor shall devote commercially reasonable efforts to provide the requested goods and/or services to the City in as complete and timely manner as possible. Such efforts by the Contractor are not to be diminished as a result of Contractor providing service to other customers.

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21. Force Majeure.

This section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as defined herein. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Force Majeure under this Section shall only apply to the extent that performance is rendered not possible by either party or its agents. Should either party be unable to perform the obligations of this Agreement as the result of a Force Majeure event, such party shall give notice to the other party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

22. Public Disclosure Compliance. The parties acknowledge that the City of Vancouver is an “agency” within the meaning of the Washington Public Records Act, Ch. 42.56 RCW (the “PRA”), and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for Confidential Information of the Contractor, the City shall notify Contractor of such request(s) within

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2 business days of receipt of the request, inform Contractor which records it intends to disclose and provide Contractor with at least twenty-one (21) days' notice before disclosing any such records.

If a party is requested to disclose any of the other party's Confidential Information pursuant to any judicial or governmental order, that party will not disclose the Confidential Information without first giving the other party written notice of the request and sufficient opportunity to contest the order, to the extent such notice and opportunity to contest may be lawfully given. If one party is nonetheless legally compelled to disclose Confidential Information, such party may, without liability hereunder, disclose only that portion of the Confidential Information which such counsel advises is legally required to be disclosed, provided that such party shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other party to allow adequate time to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal.

23. Media Releases. Except for any announcement intended solely for internal distribution by Contractor or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Contractor, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by Contractor or its employees or agents relating to this Agreement or its subject matter, or including the name, trade mark, or symbol of City, shall be coordinated with and approved in writing by City prior to the release thereof. Notwithstanding the foregoing, to the extent permitted by Law, City agrees that Contractor may use City's name and logo in lists of customers, on promotional and marketing materials and on its

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website. City will use reasonable efforts to provide reference calls to prospective customers, testimonials for use in web/online promotions and marketing collateral, and participate in a case study (all testimonials or excerpts related to City to be approved by City).

24. Assignment. Neither party may assign this Agreement or any rights or duties hereunder, by operation of law or otherwise, without the prior written consent of the other party; provided, however, that Contractor may, without the consent of the City, assign or otherwise transfer all, or substantially all, of its assets and obligations (to include those arising out of this Agreement, along with those arising out of all other substantially similar, then-existing contracts with law enforcement agencies) to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

25. Complete Agreement.

This Agreement consists of these General Terms and Conditions together with Exhibit A “Technical Specifications and Schedule of Services”, Exhibit B “Compensation”, any duly executed Amendments, Contractor’s “Software License and Services Agreement” together with Schedule C “Technical Requirements”, Contractor’s Statement of Work, Contractor’s RFP Response to City RFP 17-18, and City of Vancouver RFP 17-18; each of the foregoing are hereby incorporated by this

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reference as if set forth fully herein. In the event of a conflict between any of the terms, rights or obligations of this Agreement the following order of priority shall apply:

- A. Applicable federal, state and municipal law;
- B. Any Amendments to this Agreement;
- C. These General Terms and Conditions (this document) together with Exhibit A (Technical Specifications and Schedule of Services), and Exhibit B (Compensation);
- D. Contractor's "Software License and Services Agreement" together with Schedule C "Technical Requirements";
- E. Contractor's Statement of Work;
- F. Contractor's Response to City RFP 17-18;
- G. City of Vancouver RFP 17-18.

This Agreement incorporates all the understandings, agreements, and covenants between the parties hereto and they are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

26. Severability

If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

27. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

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28. Governing Law/Venue.

This Agreement is, and shall be deemed to have been, executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

29. Notices and Representatives.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City Agreement Administrator:

Chief James McElvain
Vancouver Police Department
605 E. Evergreen Blvd.
Vancouver WA 98661

Contractor:

Mark43, Inc.
28 E. 28th Street
12th Floor
New York, NY 10016
Attn: David Jochim
Email: dave@mark43.com

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Copy to:

Mark43, Inc.
28 E. 28th Street
12th Floor
New York, NY 10016
Attn: General Counsel
Email: contractnotices@mark43.com

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By their signatures below, the following individuals represent that they are legally authorized to bind their respective Parties to the terms of this Agreement as of the date set forth on Page 1 of this Agreement:

CITY OF VANCOUVER, a municipal corporation

Mark43, Inc., Contractor

By: _____
Eric Holmes, City Manager

By: _____

Name: _____

Attest:

Title: _____

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

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EXHIBIT A
TECHNICAL SPECIFICATIONS AND SCHEDULE OF SERVICES
To:
City of Vancouver Agreement # _____
A Technology Agreement for Software as a Service
By and Between City of Vancouver and Mark43, Inc.
for a Police Records Management and
Report Writing System

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I. Technical Specifications

- A. Mark43 shall deliver to the City the “Cloud Software Service for Law Enforcement” with capabilities meeting or exceeding the technical specifications listed in Table I.A. below:

**Exhibit A - Table I.A.
(City RFP 17-18 Response)**

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
1.0	System Administration		
1.1.1	The agency system administrator can manage the following functionality settings without assistance from the Contractor or other support personnel:		
1.1.2	Offense tables	Fully Capable	
1.1.3	Arrest tables	Fully Capable	
1.1.4	NIBRS data tables	Fully Capable	
1.1.5	Case management related tables	Fully Capable	
1.1.6	All tables listing physical descriptors of persons/vehicles/property	Fully Capable	
1.1.7	Individual user access rights	Fully Capable	
1.1.8	User group access rights	Fully Capable	
1.1.9	Adding, updating and removing or inactivating users	Fully Capable	
1.1.10	Routing of records	Fully Capable	
1.1.11	Report review and approval queues/workflows	Fully Capable	
1.1.12	Create pre-formatted narratives that can be used in various types of reports	Fully Capable	
1.1.13	Data fields throughout the system can be made mandatory or optional	Fully Capable	
1.1.14	Assign default values to specified data fields	Fully Capable	
1.1.15	Create customized user-defined data fields or free text fields throughout the system	Fully Capable	See Section VIII. Attachments for list of configurable fields.

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1.1.16	The system provides textual descriptions of how each system administration feature operates and will display to the user how changing settings will impact the system and users. Provide screenshots.	Fully Capable	See Section VIII. Attachments for system administrator screenshots.
1.1.17	The system has an online or in-application help feature that lists all available options for system configuration.	Fully Capable	
1.1.18	System configuration/administration changes can be made when system is live without having to shut it down or restart it.	Fully Capable	
1.1.19	The system will include a master user index with the following features:		
1.1.20	A system administrator can assign user rights levels including add, delete, modify to every user.	Fully Capable	
1.1.21	A system administrator can create user groups (patrol, investigations, etc.) and can assign users to each group.	Fully Capable	
1.1.22	A system administrator can create shifts and assign users to a shift (day shift, night shift, etc.).	Partially Capable	While users in Mark43 RMS are not assigned to shifts, supervisors and administrators can easily sort between reports written by time of day.
1.1.23	Administrators can add employment history to users including date hired, promotion dates, employment status, etc.	Fully Capable	
1.1.24	Users can enter information regarding equipment assigned to an employee.	Partially Capable	Mark43 RMS supports a mobile GPS device identifier.
1.1.25	Users can enter information regarding a employee's certifications (DUI certified, etc).	Fully Capable	
1.1.26	Users can search for records per user and the system will provide a listing of all records created by the user during a certain time period (user-defined time period).	Fully Capable	
1.1.27	Administrators can add contact information to a user/employee master record including phone, address, email, and emergency contact information.	Fully Capable	
1.1.28	Users can enter an employee's training history including course information.	Fully Capable	
1.1.29	The system will include standard NCIC codes for information entered into and managed by the system including persons, property, and vehicle descriptions.	Fully Capable	
1.1.30	The system is capable of continuous operation without degradation while files are backed up.	Fully Capable	
1.1.31	The system includes OCR capability allowing for attachments to be keyword searchable.	Partially Capable	Mark43 RMS supports text indexed PDFs.

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2.0 Security and Auditing			
2.1.1	The system includes a full audit trail which logs all transactions including user access, searches, edits, record creation, modification, deletion, and system configuration changes as follows:		
2.1.2	Name and identifier of person conducting the transaction	Fully Capable	
2.1.3	Name of the computer where the transaction was initiated	Fully Capable	
2.1.4	Date and time of the transaction	Fully Capable	
2.1.5	The type of transaction	Fully Capable	
2.1.6	The results of the transaction	Fully Capable	
2.1.7	Pre- and post values for all edits to existing records	Fully Capable	
2.1.8	All log transactions can be searched and statistical reports can be generated utilizing a combination of the following:		
2.1.9	Date and time range	Fully Capable	
2.1.10	Record type	Fully Capable	
2.1.11	Transaction type	Fully Capable	
2.1.12	Data fields selected by user	Fully Capable	
2.1.13	User name	Fully Capable	
2.1.14	User groups	Fully Capable	
2.1.15	Computer name		
2.1.16	The user's query parameters	Fully Capable	
2.1.17	Permissions can be set to only allow certain user groups to view certain types of records.	Fully Capable	
2.1.18	The system will automatically capture, for every record created, the user's name, identification number, time and date of the record and the name of the computer used at the time of creating the record.	Fully Capable	
2.1.19	The system's mobile capability meets the most current CJIS standards.	Fully Capable	
2.1.20	System records can be secured or "locked down" so that the record is only visible to a designated user or group of users.	Fully Capable	

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2.1.21	Confidential records are not visible to users outside the allowed group, even when viewing a related Master Index record. (i.e. when viewing a vehicle that was involved in a confidential incident, the secured incident will not show up on the vehicle's list of related cases)	Fully Capable	
2.1.22	Details of confidential records will not show on system, statistical, or ad hoc reports generated by users outside the allowed group.	Fully Capable	
2.1.23	Confidential case information is counted appropriately for NIBRS reporting.	Fully Capable	
2.1.24	The system utilizes unique User IDs and passwords to control access and privileges within the system.	Fully Capable	
2.1.25	System users are able to change their own passwords, complying with CJIS password requirements as specified in the CJIS Security Manual.	Fully Capable	
2.1.26	System Administrators are able to reset user passwords.	Fully Capable	
2.1.27	System Administrators are able to define a system-wide parameter that "locks out" a user after a defined number of failed logon attempts and/or other types of security breach attempts have occurred.	Fully Capable	
2.1.28	System Administrators are able to remotely reactivate a user that has been "locked-out" due to the applicable number of failed logon and/or other type of security breach attempts.	Fully Capable	
2.1.29	The system is able to track and maintain user sign-on and sign off times indefinitely.	Fully Capable	
2.1.30	System Administrators are able to immediately disable a user account, a user group, or all users (except system admins) such that the user(s) is not able to log on to the system.	Fully Capable	
2.1.31	System Administrators are able to immediately disable a user account such that if a user is already logged on, they are immediately disconnected from the system.	Fully Capable	
2.1.32	The system maintains a history of de-activated user IDs.	Fully Capable	
2.1.33	The system does not allow de-activated user IDs to be re-used, except through the explicit designation of an Administrator with the authority to re-use de-activated user IDs.	Fully Capable	
2.1.34	Authenticated system users are able to initiate all system modules and externally interfaced systems that they are authorized to access through a single login process.	Fully Capable	

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2.1.35	System users do not have to log in multiple times to access different system modules or interfaces on the same device or workstation.	Fully Capable	
2.1.36	The deletion of user profile records only disables the records and does not delete them from the system thereby enabling historical analysis of the activities completed by those individuals and profiles in the system.	Fully Capable	
2.1.37	The system login screen displays a logon message, with configurable text by the system administrator.	Fully Capable	
2.1.38	In the event that there is a failure in the transaction auditing process, the system has a method of notifying system administrators there is a problem.	Fully Capable	
2.1.39	System administrators can manage both user and workstation security profiles from a central location.	Fully Capable	
2.1.40	The system will operate within the Microsoft security environment allowing the System Administrator to manage access through Group Policy, NTFS and Share permissions.	Fully Capable	
3.0 Searching for Records			
3.1.1	The system includes a global search field which allows users to enter keywords, partial words, partial records information (i.e. partial license plate, etc) and the system will return any and all records containing records related to the search.	Fully Capable	
3.1.2	When conducting searches, users can specify search parameters in data fields including "greater than", "less than", "equal to" and "not equal to."	Fully Capable	
3.1.3	The system will list in one centralized screen the results from queries in a way that doesn't require the user to manually navigate to a different screen.	Fully Capable	
3.1.4	The results from user searches include links that will open the related record(s) in way that doesn't require the user to navigate to a different screen.	Fully Capable	
3.1.5	The results from user searches can be sorted according to the user's preference and exported to Microsoft Office documents such as Excel and Word.	Fully Capable	
3.1.6	The system includes shortcuts that enable users to click a button to instantly return recently created records (i.e. the last 50 reports).	Fully Capable	
3.1.7	The system enables users to conduct free-text searches of report narratives.	Fully Capable	
3.1.8	When conducting searches for data contained in fields which are table driven, users can enter plain text which will display the most appropriate option in the table.	Fully Capable	

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3.1.9	Users can conduct searches on a map by selecting a geographical area to identify any records that are related to the geographical area.	Fully Capable	
3.1.10	Users can search for records utilizing GIS layers including, for example, patrol beats or zones.	Fully Capable	
3.1.11	The system enables searches for records and activities (i.e. number of reports, arrests, citations) per user (officer) during a user-defined time period.	Fully Capable	
3.1.12	The system includes a feature to conduct research into how long it takes users to write reports.	Fully Capable	
3.1.13	The system will allow multiple users to view the same record at any give time, based on agency security privileges.	Fully Capable	
3.1.14	The system contains a "SOUNDEX" feature that recognizes records similar to those queried, and presents those results to the user along with exact matches.	Fully Capable	Mark43 utilizes Fuzzy Matching which includes Soundex search.
3.1.15	Users can search for, and within, reports which are not yet complete or not yet approved so that such draft reports are searchable. Data within such unfinished or draft reports can be queried by any user.	Fully Capable	
3.1.16	When data searches are conducted, the data in unfinished and unapproved reports will be included in the results.	Fully Capable	
4.0 Report Writing			
<i>Several of the specifications in this section require the interface described in Section 21.6. Please ensure to reconcile your responses in this section to the requirements in Section 21.6.</i>			
4.1.1	When writing reports, upon the user completing a data field the system will automatically advance the user to the next field so the user does not have to manually navigate through each one.	Fully Capable	
4.1.2	The system enables users to switch from writing a report to searching the system without having to log-out or switch applications/systems.	Fully Capable	
4.1.3	Users can conduct state and national criminal history queries on persons from within the report writing application while writing a report.	Fully Capable	Mark43 is capable of providing this functionality through interfacing with a third party message switch provider. See Technical Specifications B for NCIC related development.
4.1.4	Users can query driver's licenses from within the report writing application for insertion of the license data into reports	Fully Capable	Mark43 is capable of providing this functionality through interfacing with a third party message switch

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			provider. See Technical Specifications B for NCIC related development.
4.1.5	Users can conduct state and national queries on vehicles from within the report writing application while writing a report, and prefill queried vehicle registration information.	Fully Capable	Mark43 is capable of providing this functionality through interfacing with a third party message switch provider. See Technical Specifications B for NCIC related development.
4.1.6	As users are writing reports, if there are historical records related to the information being entered by the user, the system will display all historical involvements in a sortable list without having to switch screens or applications.	Fully Capable	
4.1.7	As users are writing reports, if there are historical reports related to the information being entered by the user, the user can click a link to immediately view the report(s).	Fully Capable	
4.1.8	The system will automatically display wanted person or wanted vehicle messages to the user when the user enters a person or vehicle that is wanted.	Fully Capable	
4.1.9	Users can indicate in a report that it requires further follow-up investigation and when this option is selected, the system will automatically notify a pre-defined user(s).	Fully Capable	
4.1.10	Users have the option to manually route reports to user-selected recipients.	Fully Capable	
4.1.11	Users can run a search for records which have not been routed or the system has a queue displaying a list of records which have not been routed.	Fully Capable	
4.1.12	The system does <i>not</i> require users to input whether a crime is a felony or misdemeanor.	Fully Capable	
4.1.13	The system automatically time/date stamps reports when submitted as well as the user's name and ID number.	Fully Capable	
4.1.14	The system can be configured to require supervisory approval of reports prior to routing them.	Fully Capable	
4.1.15	Users can duplicate a report but with a different case number when necessary to write separate reports for incidents that are related.	Fully Capable	
4.1.16	Users can enter/write live "URL" links in the narrative of reports.	Not Capable	
4.1.17	The system will automatically insert links to the name, vehicle or property records that users refer to in the narrative of reports.	Fully Capable	

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4.1.18	The system will automatically notify users via email when their report has not yet been written (case number has been generated but user forgot to write or submit report).	Fully Capable	
4.1.19	The system will automatically notify supervisors when reports have not been written that should have been, based on a case number being generated or other determining factor.	Fully Capable	
4.1.20	When writing reports, users have the option to select data in drop down lists by scrolling or entering key words or characters.	Fully Capable	
4.1.21	The system provides the option for users to dictate reports.	Partially Capable	The system will make use of mobile dictation if RMS mobile app is deployed.
4.1.22	The system will prompt users when there is a NIBRS error and provide textual guidance regarding how to fix the error.	Fully Capable	
4.1.23	The system will prompt users when more than one report should be written because the case involves a separation of Time and Place (as per NIBRS), including at least reminding officers of this requirement.	Fully Capable	
4.1.24	The system will notify users when writing reports involving more than one offense and more than one offender that more than one report should be written if the offenders were not acting in concert as per the "multiple offenders acting in concert rule" in NIBRS.	Fully Capable	
4.1.25	The system will notify users when burglaries at hotels and motels should be written as one report per NIBRS.	Fully Capable	
4.1.26	Users can enter all NIBRS data required for the "Law Enforcement Officers Killed or Assaulted" NIBRS report.	Fully Capable	
4.1.27	Users can enter all NIBRS data required for Hate Crime reports.	Fully Capable	
4.1.28	The system includes a specific module to document K9 related activities.	Not Capable	
4.1.29	The system includes a specific module where users can enter and manage records regarding confidential informants into a specific area of the system designed for confidential informant records.	Not Capable	
4.1.30	The system includes an intelligence module, where users can enter and manage specific records related to criminal intelligence gathering and criminal intelligence information into a specific area of the system designed for criminal intelligence operations which is accessible to designated personnel only.	Fully Capable	
4.1.31	The system supports and utilizes a standard Windows functionality including:		

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4.1.32	Drag and drop	Fully Capable	
4.1.33	Right-click shortcut menus	Not Capable	
4.1.34	Maximize, minimize, and resize windows	Fully Capable	
4.1.35	Display of multiple windows	Fully Capable	
4.1.36	Keyboard shortcuts	Fully Capable	
4.1.37	Users are able to quickly identify the number of narratives and reports contained in a case.	Fully Capable	
4.1.38	The system will hide or disable unnecessary fields based on configurable workflows (i.e. unless the user is entering a crime against persons, he/she shouldn't be prompted to add the Victim/Offender relationship, that field should be disabled or hidden to minimize data entry).	Fully Capable	
4.1.39	Data being entered into the system will not be impacted by using multiple applications at once.	Fully Capable	
4.1.40	The system allows user-level customization of some program features:		
4.1.41	System has a night mode, where users can choose screen colors to minimize glare when working in limited lighting.	Fully Capable	
4.1.42	System allows users to sort lists based on their preferences.	Fully Capable	
4.1.43	Text size can be adjusted for easier viewing.	Fully Capable	
4.1.44	The system will prevent users from modifying a record while it is being modified by another user and will notify the user why they can't modify the record at the moment.	Partially Capable	Two users may work concurrently on the same report in Mark43 RMS to facilitate cooperation and efficiency. The Other Viewers feature allow end-users to be notified when other agency personnel are working on the same report.
5.0 Names			
5.1.1	Users can enter an unlimited amount of names in reports and assign standard name types to each (victim, witness, suspect, arrestee, offender, other, etc.).	Fully Capable	
5.1.2	All names in the system are assigned a unique, non-reusable system generated number.	Fully Capable	Names in Mark43 RMS are organized by Master Entity Profiles. All data associated with a name in the system is

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			contained within their unique Master Profile.
5.1.3	The system has a name validation tool that allows an administrator to review possible duplicate names that have been entered into records and to accept new names or to select an existing master name record which may be a match to the user-entered name.	Fully Capable	
5.1.4	The system will notify users if there is a conflict or error involving the correct number of related victims and/or suspects/offenders in reports.	Fully Capable	
5.1.5	Users can enter "suspects" into a separate "suspect" portion of the report when the suspect is unknown and the officer only has limited information about the person.	Fully Capable	
5.1.6	Users can attach photos of unknown persons from surveillance cameras or other sources into the suspect portion of the report (or other location in the system) and enter physical descriptors of the suspect allowing users to search for these attachments by description of the person.	Fully Capable	
5.1.7	Photos of unknown persons from surveillance cameras or other sources can be uploaded to the system and searched by users one by one.	Fully Capable	
5.1.8	Users can enter person's name and all personal identifying information including full name, date of birth, address, SSN, phone number	Fully Capable	
5.1.9	Users can enter the person's alias or nickname	Fully Capable	
5.1.10	Users can enter the person's physical description via individual data fields for each physical characteristic via menu-driven options.	Fully Capable	
5.1.11	Users can enter the person's email address.	Fully Capable	
5.1.12	The system will prevent users from creating "unknown person" entries in the name section of reports and direct them to enter information about unknown persons in a suspect field/module.	Fully Capable	
5.1.13	Users can place agency-defined flags and/or alerts on persons when writing reports (violent person, wanted for questioning, gang member).	Fully Capable	
5.1.14	The system will automatically notify the user who entered an alert on a person when another user searches for or enters the person/name record with the alert into a report.	Not Capable	
5.1.15	The system enables users to enter physical descriptors of persons utilizing plain English which will activate a drop-down menu with corresponding options.	Fully Capable	

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5.1.16	The system enables users to enter contact information for names, including social media accounts.	Fully Capable	
5.1.17	The system will automatically recognize juvenile names in reports based on the birthdate and flag such persons as a juvenile.	Fully Capable	
5.1.18	The system enables users to enter business names as victims, or other roles, in reports.	Fully Capable	
5.1.19	The system enables users to enter aliases or AKAs for persons.	Fully Capable	
5.1.20	Users can enter known associates in a report.	Fully Capable	
5.1.21	Users can enter employment information on persons entered in a report.	Fully Capable	
5.1.22	Users can enter school information on persons entered in a report.	Fully Capable	
5.1.23	Name records will automatically display the person's photograph (mugshot) that is associated with the name.	Fully Capable	
5.1.24	Photographs in the system can be searched by physical descriptors.	Fully Capable	
5.1.25	Users can enter agency-defined modus operandi descriptions on name records.	Fully Capable	
6.0	Vehicles		
6.1.1	Users can enter an unlimited amount of vehicles in reports and assign standard vehicle status types to each (stolen, recovered, towed, etc.).	Fully Capable	
6.1.2	All vehicles in the system are assigned a unique, non-reusable system generated number.	Fully Capable	
6.1.3	Users can enter the make, model, year, color, tag, VIN and other descriptors utilizing plain English which will activate a drop-down menu with corresponding options.	Fully Capable	
6.1.4	The system includes standard NCIC vehicle codes.	Fully Capable	
6.1.5	The system has a feature to prevent users from entering duplicate vehicles (vehicles that are already in the system).	Fully Capable	
6.1.6	Users can enter agency-defined alerts on vehicles (i.e. "wanted vehicle", "known gang vehicle", etc.).	Fully Capable	
6.1.7	The system will automatically notify the user who entered an alert on a vehicle when another user searches for the vehicle or enters the vehicle with the alert into a report.	Fully Capable	
6.1.8	When users update/edit a vehicle record that is already in the system, the historical information is retained and is searchable.	Fully Capable	

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7.0	Supplemental Reports		
7.1.1	Users can write and submit supplemental reports even though the incident report for the same case has not yet been submitted and approved.	Fully Capable	
7.1.2	Users can create a supplemental report even when the original report has not yet been started.	Fully Capable	
7.1.3	When appropriate, the system will notify the user who is submitting a supplement when the supplement may cause a NIBRS error.	Fully Capable	
7.1.4	Supplemental reports can be assigned for investigation.	Fully Capable	
7.1.5	Users can enter additional persons involved in a case via a supplemental report.	Fully Capable	
7.1.6	Users can enter additional vehicles involved in a case via a supplemental report.	Fully Capable	
7.1.7	Users can enter additional property items involved in a case via a supplemental report.	Fully Capable	
7.1.8	Users can select pre-formatted narratives/templates to use in supplements based on supplement type.	Fully Capable	
7.1.9	Users can open an incident report in the records management system and click a button to add a supplemental report to the case.	Fully Capable	
7.1.10	Supplemental reports can be assigned a type by the user based on a menu-driven list of supplemental types (i.e. investigative supplement, report correction, etc).	Fully Capable	
7.1.11	When a supplement is written to an existing case, the user assigned to the case will be automatically notified a supplemental report has been written.	Fully Capable	
8.0	Arrest Reports		
<p><i>Currently, when an officer documents an arrest, the arrest information is entered into an online Clark County Sheriff's Office (CCSO) "pre-book" form. This information is uploaded to the CCSO RMS and JMS. There is no interface between this system and the current Vancouver RMS. Proposers are encouraged to propose arrest reporting functionality that will enable officers to complete an arrest and booking report one-time which enables the data to populate both the new RMS and Clark County's booking system. See Appendix I. for additional information regarding options for this interface as well as Section 21.4 in this document for further specifications.</i></p>			
8.1.1	Users can write and submit arrest reports.	Fully Capable	
8.1.2	The arrest report will include and submit required NIBRS data	Fully Capable	
8.1.3	Arrests can be reviewed, rejected if necessary, and approved by a supervisor	Fully Capable	

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8.1.4	Arrests for wanted persons will trigger a notification to the user assigned to the case that describes the basis for the warrant.	Fully Capable	
9.0 Field Interview Reports			
<i>Field interviews are situations when a police officer encounters a person who they want to document as having been contacted or interviewed. The person may be a suspect in a crime or engaging in suspicious behavior but is not arrested. The officer needs to be able to document who the person was, what the circumstances of the encounter were, their physical description, the time/date of the encounter, the vehicle the person was using at the time, and miscellaneous notes about the encounter.</i>			
9.1.1	Field interviews are assigned a unique, non-reusable system generated number.	Fully Capable	
9.1.2	Users can enter the following information into a Field Interview record:		
9.1.3	The time, date, and address of the encounter	Fully Capable	
9.1.4	Names	Fully Capable	
9.1.5	Vehicles	Fully Capable	
9.1.6	Property	Fully Capable	
9.1.7	Miscellaneous notes	Fully Capable	
9.1.8	A case number if related to a case	Fully Capable	
9.1.9	A photograph of the person can be attached to the record	Fully Capable	
9.1.10	Users can attach other photos and records to the field interview	Fully Capable	
9.1.11	The reason for the encounter via a menu-driven data field (i.e. suspicious activity, vandalism, etc.)	Fully Capable	
10.0 Review and Approval of Reports and Quality Control			
10.1.1	The system enables users to electronically submit reports to a supervisor for review and approval.	Fully Capable	
10.1.2	The system includes a feature enabling users to submit incident, supplemental, and arrest reports to supervisors for review, approval or rejection.	Fully Capable	
10.1.3	There is a report approval queue which lists reports that are pending review and approval, and this queue can be set to show either all reports or just those reports in the reviewer's user/work group.	Fully Capable	
10.1.4	The system can automatically notify a supervisor when a report is submitted for review.	Fully Capable	

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10.1.5	The system can automatically notify a user via email when a report has been rejected for correction which includes the comments from the user who rejected the report.	Fully Capable	
10.1.6	The report approval queue will display the following in one screen:		
10.1.7	Title of report	Fully Capable	
10.1.8	Case number	Fully Capable	
10.1.9	Status (submitted, pending review, rejected)	Fully Capable	
10.1.10	Date of report	Fully Capable	
10.1.11	Date report submitted	Fully Capable	
10.1.12	When a supervisor rejects a report, they can add comments to the report itself describing what needs correction.	Fully Capable	
10.1.13	Users can write comments back to the reviewing supervisor who rejected the report.	Fully Capable	
10.1.14	The system enables supervisors the ability to use drawing tools to highlight errors in the report.	Partially Capable	Feature moved to future version (deployed as part of subscription)
10.1.15	The system can be configured to allow supervisors to make certain agency-defined corrections to reports during the review process.	Fully Capable	
10.1.16	Review and approval levels can be configured allowing more than one type of reviewer to review and reject reports (i.e. both a sergeant and a records technician).	Fully Capable	
10.1.17	The system has a feature which can calculate per-user reporting error-rates (i.e. the number of user's reports which contained mistakes out of the total number of reports written during a time period).	Fully Capable	
10.1.18	The system will capture the date and time reports are reviewed, approved and by which users.	Fully Capable	
10.1.19	The system has the capability of tracking the time period ("turn-around time") between when an officer started a report, submitted a report for review, and when the report was final approved by the last reviewer. An administrator can run queries to determine the average turn-around time during a given time period.	Fully Capable	
11.0	Text Processing/Formatting		
11.1.1	The system provides basic word processing capabilities for completing narrative and other text data entry fields, which at a		

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	minimum include:		
11.1.2	Cut and paste	Fully Capable	
11.1.3	Find	Fully Capable	
11.1.4	Search and replace	Fully Capable	
11.1.5	Capitalization	Fully Capable	
11.1.6	Paragraph definition	Fully Capable	
11.1.7	Table definition	Fully Capable	
11.1.8	Font selection	Fully Capable	
11.1.9	Font size selection	Fully Capable	
11.1.10	Font color and highlighting	Fully Capable	
11.1.11	Text formatting (e.g., underline, bold, italic, etc.)	Fully Capable	
11.1.12	Tabs	Fully Capable	
11.1.13	Bullets	Fully Capable	
11.1.14	Word wrap	Fully Capable	
11.1.15	Images or diagrams	Fully Capable	
11.1.16	The system's text formatting capabilities do not compromise text search capabilities.	Fully Capable	
11.1.17	The system's spell-checking capabilities include, at a minimum, the following options and functions:		
11.1.18	Find misspelled words	Fully Capable	
11.1.19	Find grammatical errors	Fully Capable	
11.1.20	Find duplicated words	Fully Capable	
11.1.21	Ignoring capitalized words	Fully Capable	
11.1.22	Ignoring often used abbreviations	Fully Capable	
11.1.23	Allow users to customize their spelling dictionary on a central profile, that can be accessed from any workstation	Fully Capable	

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11.1.24	Spelling errors and grammatical mistakes are flagged while the user types, in addition to an executable spell check function.	Fully Capable	
12.0 Property and Evidence			
<p><i>An integrated property and evidence management component is desired to replace the current 3rd party evidence management system. This function of the RMS should enable officers and property/evidence staff to document, impound, track, release and manage all aspects of property items that come into the care or custody of the agency. Vancouver police have five locations at which officers can impound property. Property is placed in secure lockers and is documented by officers entering the impounded item(s) via the current system. Evidence personnel monitor the current system's queue each day for new items that have been impounded. All property items are barcoded and stored in containers with alphanumeric identifiers which assist with tracking their location.</i></p>			
12.1.1	Users can enter an unlimited number of property items into incident reports and assign standard status types (stolen, recovered, impounded, seized, etc).	Fully Capable	
12.1.2	All property items in the system are assigned a unique, non-reusable, system generated number.	Fully Capable	
12.1.3	The system enables users to document the impounding of property and will track the chain of custody for each change in status or custody, and can do so with bar-coding via wireless handheld devices.	Fully Capable	
12.1.4	Users can reconcile the current evidence inventory with items that have been entered into the system via a wireless handheld device.	Fully Capable	
12.1.5	Users can print the barcodes associated with property items.	Fully Capable	
12.1.6	Users can assign location numbers (i.e. locker or bin number) to property items.	Fully Capable	
12.1.7	Users can enter the names and identifiers of persons owning or who are associated with the property item.	Fully Capable	
12.1.8	Users can indicate via the system that an item of property was related to a seizure or forfeiture.	Fully Capable	
12.1.9	Users can enter descriptions of property including standard data fields of make, model, colors, size, weight, caliber, type, description, etc.	Fully Capable	
12.1.10	When users input the type of property/evidence being impounded (i.e. currency, narcotics, firearms), the system will prompt them to fill in fields specific to the type of item impounded (i.e. for firearms: caliber, type, etc).	Fully Capable	
12.1.11	Users can associate the type of incident involved to all property items that were impounded utilizing a standard drop-down list.	Fully Capable	

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12.1.12	Users can select a reason for which property was impounded from a standard drop-down list.	Fully Capable	
12.1.13	Users can enter serial numbers or owner applied numbers for property items.	Fully Capable	
12.1.14	Users can enter a dollar value for property items.	Fully Capable	
12.1.15	Users can conduct searches for property items utilizing various search criteria including a person's name, user name, case number, property description, or a barcode search.	Fully Capable	
12.1.16	Users who are property/evidence management personnel can indicate when items have been rejected due to improper impounding procedure. The rejection notice will be automatically sent to the appropriate user.	Fully Capable	
12.1.17	The system will have a property/evidence dashboard displaying the user's activity with regards to property they have submitted, entered and/or which has been rejected by other users (i.e. property/evidence technicians) and the reasons for rejection.	Fully Capable	
12.1.18	Users can enter the weights and dimensions of property items.	Fully Capable	
12.1.19	Users can enter details regarding the disposition of property including that the release or destruction of a property item has been authorized and by whom.	Fully Capable	
12.1.20	Users can enter the name and contact information of persons to whom property was released.	Fully Capable	
12.1.21	Users can enter different court case numbers (i.e. District Court and Superior Court case numbers) associated with property items.	Fully Capable	
12.1.22	The system has a feature to assist with conducting a comprehensive inventory of all property items.	Fully Capable	
12.1.23	The system has a feature which enables users to conduct a random audit of property/evidence to confirm the accuracy of the records, status of and location of the items.	Fully Capable	
12.1.24	Users can enter firearms specific data including make, model, caliber, and barrel length.	Fully Capable	
12.1.25	Users can enter firearms specific requests for ATF traces, Brady queries and IBIS testing.	Fully Capable	Mark43 can offer this functionality through interface development with third party systems.
12.1.26	Users can enter vehicle-specific information including make, model, color, registration information, and whether the vehicle was seized, has a hold, and if keys are available.	Fully Capable	

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12.1.27	Users can attach scanned documents or electronic files to property entries in the system.	Fully Capable	
12.1.28	The system has a property/evidence chain of custody screen listing all changes in status of property/evidence items, which is searchable.	Fully Capable	
12.1.29	Users can enter notes throughout the property component of the system to indicate miscellaneous information.	Fully Capable	
12.1.30	The system can assist with the tracking and identification/location of property items by printing out adhesive labels which display a system generated identifier and barcode, and the property description, owner information, officer information, etc.	Fully Capable	
12.1.31	The system can automatically send a notification letter via email to the owner of property which has been located, impounded, or recovered by the agency.	Fully Capable	
12.1.32	Users can request the system to generate an automated letter to print and send to property owners via mail when property has been located, impounded, recovered, is eligible for sale, etc.	Fully Capable	
12.1.33	Digital images of property can be uploaded, indexed and managed by the system.	Fully Capable	
12.1.34	Property items can be automatically queried in local, state, and national databases for stolen status before release, as well as periodically while in custody.	Fully Capable	See Technical Specifications B for NCIC related development.
12.1.35	The system will automatically notify designated users that property is due for return or destruction after a pre-designated time period.	Fully Capable	
12.1.36	Users can browse through property items in a "browse" screen and sort the records according to location, barcode, item number, user name, case number or item description.	Fully Capable	
12.1.37	Users can run "reports" for information regarding property and evidence including the following:		
12.1.38	Active property items	Fully Capable	
12.1.39	Active case numbers by date range	Fully Capable	
12.1.40	All bikes in custody	Fully Capable	
12.1.41	Arson cases by time period	Fully Capable	
12.1.42	ATF traces by time period	Fully Capable	
12.1.43	Audits conducted by time period	Fully Capable	
12.1.44	Barcode report	Fully	

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		Capable	
12.1.45	Property available for disposal	Fully Capable	
12.1.46	Users can create and save user-defined/customized reports related to property/evidence information.	Fully Capable	
12.1.47	Users can customize property/evidence related tables and create new table items.	Fully Capable	
12.1.48	Users can change the case number and persons associated with a property/evidence item to a new case number.	Fully Capable	
12.1.49	The system can manage digital evidence including digital photos, audio, video, and document files.	Fully Capable	
12.1.50	The system can store the associated metadata available from images, photographs, video and audio files.	Fully Capable	
12.1.51	Digital images can be enhanced utilizing the system (contrast, hue, etc).	Not Capable	
12.1.52	The system will auto-populate persons' names from the incident report which was written for the property being impounded into the property portion of the system.	Fully Capable	
12.1.53	The system will prevent users from using the same item number for other property items in order to prevent tampering.	Fully Capable	
12.1.54	The system can generate a property/evidence report detailing information about the item(s) in .PDF format.	Fully Capable	
12.1.55	The system includes standard NCIC property description codes.	Fully Capable	
12.1.56	The system includes a feature that automatically identifies stolen property that has been recovered in another incident.	Fully Capable	
12.1.57	The system allows users to clear property for disposition both by individual item and in batch processing mode.	Fully Capable	
12.1.58	The system allows the system administrator to print out to an audit log detailing whenever evidentiary digital media is accessed or printed.	Fully Capable	
12.1.59	The system allows records personnel to link to and export property detail information recorded in a report directly to an NCIC stolen article, boat, gun or securities screen to avoid redundant data entry.	Fully Capable	See Technical Specifications B for NCIC related development.
12.1.60	The system enables the capture of digital signatures via a wireless handheld device	Fully Capable	
12.1.61	The system enables the capture of digital signatures via a wireless signature pad	Fully Capable	

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12.1.62	The system enables users to conduct global changes to evidence records (i.e. change multiple location values in one transaction)	Fully Capable	
12.1.63	The system enables users to edit digital photographs	Not Capable	
12.1.64	The system enables users to burn images and other digital evidence to a CD or DVD	Fully Capable	
13.0 Case Management			
<i>The case management function enables users to assign, track, review and update the status and progress of criminal investigations, and obtain notifications about deadlines, due dates and updates regarding cases. This function is what enables cases to be assigned to a user and/or user group.</i>			
13.1.1	Users can obtain a list of reports from the system which are missing (i.e. a case number has been issued but a report was not started or submitted) and where the reports are (i.e. in an officer's queue, supervisor queue or otherwise).	Fully Capable	
13.1.2	The system requires that all records within each reporting component (incident reports, vehicles, persons, property, supplements, etc.) will have a status as selected by the user from a menu-driven data field (open, closed, inactive, etc.).	Fully Capable	
13.1.3	Users can assign a report to another user for follow-up action.	Fully Capable	
13.1.4	Users can assign a supervisory user to a case.	Fully Capable	
13.1.5	The case management function links all case activity (changes in status, arrest made, information added to a case) to the initial incident report and all supplemental reports.	Fully Capable	
13.1.6	Users can designate other users to receive notifications when there is a change in status to an investigation or report.	Fully Capable	
13.1.7	Users can designate other users to receive notifications when there is a change in assigned user/investigator.	Fully Capable	
13.1.8	Users can assign due dates for case activities such as contacting witnesses or submitting supplements, and when the due date is not met, the system will notify designated users.	Fully Capable	
13.1.9	The system can track the time spent on an investigation as a performance metric.	Fully Capable	
13.1.10	The system can track the time spent on case specific activity (i.e. surveillance, writing reports, conducting interviews).	Fully Capable	
13.1.11	The system has an investigator's dashboard displaying a listing of their assigned cases, case statuses, and type of case/incident/crime.	Fully Capable	

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13.1.12	The investigator dashboard can display case involvements including persons, vehicles, and property items.	Fully Capable	
13.1.13	The system can generate automated letters on behalf of users with pre-written content from letter templates.	Not Capable	
13.1.14	The system can email the letters described above.	Not Capable	
13.1.15	The system has a feature to assist with determining a crime's solvability factor.	Not Capable	
13.1.16	The system enables supervisory users to research the progress and timeliness of investigations.	Fully Capable	
13.1.17	The system enables users to update the status of numerous cases all at once.	Not Capable	
13.1.18	The system enables users to indicate which cases are related or linked due to the circumstances involved in each incident.	Fully Capable	
13.1.19	The system will automatically notify users when cases are related or linked because they involve the same persons, vehicles or property items.	Fully Capable	
13.1.20	Users can choose to see only cases assigned to them or to their user group or unit in their dashboard or queue.	Fully Capable	
13.1.21	The case management function includes a case summary which visually summarizes and textually describes a summarization of a case so users do not have to read or search for information on a case-by-case basis, unless they desire to.	Fully Capable	
13.1.22	The case management function can produce the following internal performance reports:		
13.1.23	Number of assigned cases per user	Fully Capable	
13.1.24	Number of assigned cases per user-group/unit	Fully Capable	
13.1.25	Per user case clearance rate	Fully Capable	
13.1.26	Per user group or unit clearance rate	Fully Capable	
13.1.27	Assigned case aging summary	Fully Capable	
13.1.28	Non-assigned cases summary	Fully Capable	
13.1.29	Case summary by due date	Fully Capable	

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13.1.30	The system will prompt users who select a case clearance of "exceptionally cleared/cleared by exception" to indicate the four NIBRS required elements of this status have been met before being able to select it (an offender has been identified, there is enough information for an arrest/prosecution, the location of the offender is known, there is some reason beyond the control of the user preventing an arrest).	Fully Capable	
13.1.31	Users can enter case specific notes into the case management feature.	Fully Capable	
13.1.32	Users can enter, via a menu-driven field, when certain activity has occurred in an investigation (i.e. victim contacted, surveillance conducted, etc.). The system will indicate who the user was, date and time of the activity, and this information is searchable.	Fully Capable	
13.1.33	Users can write case notes/comments to other users from within the system and the system will notify the other user(s) of these notes, and they can respond with comments.	Fully Capable	
13.1.34	Cases which are unfounded are automatically not scored for NIBRS purposes (users do not have to manually unscore the report in a separate component of the system).	Fully Capable	
13.1.35	The system allows users to merge two or more cases into a single case number.	Partially Capable	
13.1.36	The system allows users to batch export the digital files associated with a report, including documents, images, video, and audio files, from the RMS to a storage device.	Fully Capable	
14.0 Data Analysis			
14.1.1	The system allows users to aggregate, compare and determine volume of crime according to the following parameters or combination thereof (please describe any limitations to producing data using any of these parameters):		
14.1.2	Crime type by address	Fully Capable	
14.1.3	Crime type and beat/zone/district	Fully Capable	
14.1.4	Crime type and time, date and day of week	Fully Capable	
14.1.5	Crime type and case status	Fully Capable	
14.1.6	Crime type and location type	Fully Capable	
14.1.7	Crime type and modus operandi	Fully Capable	
14.1.8	Crime type and suspect description (any physical	Fully	

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	descriptor)	Capable	
14.1.9	Crime type and vehicle description	Fully Capable	
14.1.10	Crime type and person's name	Fully Capable	
14.1.11	NIBRS code	Fully Capable	
14.1.12	The system can display correlations between persons, vehicles, locations and crime types regardless of where this data resides in the system. In other words, users are not required to navigate to different screens/modules to conduct these types of crime analysis searches.	Fully Capable	
14.1.13	Users can produce histograms based on user-defined search criteria.	Fully Capable	
14.1.14	Users can pin map the results from user-defined searches for records.	Fully Capable	
14.1.15	Users can create heat maps based on user-defined searches for records.	Fully Capable	
14.1.16	Crime analysis search results can be exported to third-party off-the-shelf applications and formats including Word, Excel, .CSV, .PDF, JPEG.	Fully Capable	
14.1.17	Crime analysis search results can be exported to third-party mapping/GIS applications.	Fully Capable	
14.1.18	The system enables link analysis in which relationships between persons, vehicles, locations, phone numbers or other identifiers can be visually connected, displayed and printed.	Fully Capable	
14.1.19	The system can export relationships produced in link analysis charts to a tabular relationship specification file.	Fully Capable	
14.1.20	Designated users will be able to access and query look-up tables that contain any data stored as codes, and see the database tables and file names associated with corresponding controls in the system.	Fully Capable	
14.1.21	Metadata contained in the system will be available to users as an online or network resource in an easily searchable format.	Fully Capable	
14.1.22	The system provides safeguards and application design patterns used in order to ensure that a single RMS request does not consume a disproportionate level of server-side resources.	Fully Capable	
14.1.23	The system allows users to obtain a list of recent stolen vehicles via a "hot sheet."	Fully Capable	
14.1.24	The system allows users to display crime analysis data in graphical format: bar charts, pie charts and maps.	Fully Capable	

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14.1.25	The system allows users to output statistical information in a dashboard using various formats (e.g., numerical, graphical).	Fully Capable	
15.0	Location/Address/Geo/Mapping		
15.1.1	The system will geo-verify user entered locations/addresses and assist users with selecting the correct address.	Fully Capable	
15.1.2	The system will enable users to force the acceptance of unverifiable addresses. However, the system will send an automated notification to the system administrator when this happens.	Fully Capable	
15.1.3	Users can enter block addresses (i.e. 100 block of...)	Fully Capable	
15.1.4	Users can enter cross-street locations (Smith Street and Round Way) and the system includes a feature which ensures intersections are always entered and can be searched in alphabetical order to ensure consistency with these locations.	Fully Capable	
15.1.5	The system is capable of importing geographic boundary information (e.g. station boundaries, jurisdictional boundaries, reporting districts, response zones, neighborhoods, precincts) from GIS and other geographic data sources.	Fully Capable	
15.1.6	The system is capable of importing topologically-structured street networks and other linear features (e.g. rivers, streams, utility right of ways, bus routes) from GIS and other geographic data sources.	Fully Capable	
15.1.7	The system is capable of importing point data (e.g. landmarks, parcel address points, business locations, retail store address points) from GIS and other geographic data sources.	Fully Capable	
15.1.8	The system supports multiple layers of information. For example, the system allows the storage of building footprints, aerial photographs and other images (i.e. pictures of specific buildings) that are associated with specific areas and addresses.	Fully Capable	
15.1.9	The system's geofile can be updated while the system is live and operational without any adverse impact to the experience of the users of the system.	Fully Capable	
15.1.10	The system includes the capability of manually editing and entering any geographic data required by, or imported into, the system's GIS (given the appropriate user permissions).	Fully Capable	
15.1.11	Users can enter alerts on locations and the system will automatically notify the user who entered the alert when records are created involving the location.	Fully Capable	
15.1.12	The system captures geo-coordinates for all addresses in the system.	Fully Capable	

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15.1.13	The system has composite geocoders that use multiple layers including online resources.	Fully Capable	
15.1.14	The system allows for incidents to have multiple address points, such as with pursuits or transitory crime.	Fully Capable	
15.1.15	The system has a bypass function with which users can add a point on the map.	Fully Capable	
15.1.16	The system enables re-geocoding of data if the agency receives updated reference files.	Fully Capable	
15.1.17	The system provides a mechanism for live synchronization with an ESRI ArcGIS spatial database without Contractor intervention.	Fully Capable	
16.0	Mobile Capability		
16.1.1	The system can be used on mobile computers, phones, and/or tablets, including devices using Windows, Apple, and Android operating systems.	Fully Capable	
16.1.2	The system enables the wireless attachment of photos from mobile phones/devices to the system.	Fully Capable	
16.1.3	The system enables users to utilize a barcode scanner or other digital device to scan or swipe driver's licenses to query persons and for insertion of the license data into reports.	Partially Capable	
16.1.4	The system is touch screen capable for mobile devices that support touch screens.	Fully Capable	
16.1.5	The system allows users to work in real time over the Verizon Wireless Network in the City of Vancouver.	Fully Capable	
16.1.6	The system allows users to access all data and records in the system from mobile computers.	Fully Capable	
16.1.7	The system allows users to work offline, in the event of no or low connectivity in the field, and automatically uploads recorded actions to the system once the connection is re-established.	Partially Capable	Mark43 RMS operates with a card-based layout that allows users to easily save their progress as they work. The platform requires connectivity to operate. When users lose connectivity, unsaved progress during report writing may be lost.
16.1.8	The system allows users to automatically import their current location as the incident location in a report or field interview.	Partially Capable	This is supported with RMS mobile app deployment.
16.1.9	The system allows users to print from mobile devices, if a mobile printer is available.	Fully Capable	
17.0	Records		

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17.1.1	The system includes a feature to electronically redact text from records (third party-application or built-in redaction tool).	Fully Capable	Partial workflow in RMS depending on use-case, partial workflow in third party system.
17.1.2	The system includes a feature which allows users to mark/indicate in the system that a particular person's name is not disclosable to the public (for public records purposes).	Fully Capable	
17.1.3	The system includes the ability for users to print reports with certain information redacted or protected from disclosure/printing based on a user-selected criteria (i.e. print without victim's or juvenile name).	Fully Capable	
17.1.4	The system enables users to print reports which are considered a draft or are not yet completed, and those reports are printed with the word "draft" marked on the report or are otherwise easily identified as incomplete documents.	Fully Capable	
17.1.5	The system has an integrated email feature enabling records to be sent via email from within the system.	Partially Capable	Mark43 records are exportable to pdfs which may then be downloaded and emailed.
17.1.6	The system has a feature enabling users to create photo line-ups utilizing images of persons contained in the system or images uploaded for this purpose.	Not Capable	This feature is on the product roadmap.
17.1.7	The system includes a records retention and scheduling feature which enables users to set time periods and notifications when records should be destroyed per a retention schedule.	Fully Capable	
17.1.8	The system includes a visual indicator to easily identify juvenile records.	Fully Capable	
17.1.9	The system includes the ability to easily remove cases (batch removal) that are no longer required for business to comply with state requirements.	Fully Capable	
17.1.10	The system will include the technical and functional features, currently referred to as "masks" by Vancouver Police, that are necessary to enable Records personnel to conduct various WACIC/NCIC related activities from within the RMS user interface as follows (see 26.1 herein):		See Technical Specifications B for detailed roll-out plan WA.
17.1.10.1	Articles	Fully Capable	
17.1.10.2	Query	Fully Capable	
17.1.10.3	Entry	Fully Capable	
17.1.10.4	Modify	Fully Capable	
17.1.10.5	Cancel	Fully Capable	

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17.1.10.6	Locate	Fully Capable	
17.1.10.7	Clear	Fully Capable	
17.1.10.8	Boats	Fully Capable	
17.1.10.9	Query	Fully Capable	
17.1.10.10	Entry	Fully Capable	
17.1.10.11	Modify	Fully Capable	
17.1.10.12	Cancel	Fully Capable	
17.1.10.13	Locate	Fully Capable	
17.1.10.14	Clear	Fully Capable	
17.1.10.15	Guns	Fully Capable	
17.1.10.16	Query	Fully Capable	
17.1.10.17	Entry	Fully Capable	
17.1.10.18	Modify	Fully Capable	
17.1.10.19	Cancel	Fully Capable	
17.1.10.20	Locate	Fully Capable	
17.1.10.21	Clear	Fully Capable	
17.1.10.22	Plates	Fully Capable	
17.1.10.23	Query	Fully Capable	
17.1.10.24	Entry	Fully Capable	
17.1.10.25	Modify	Fully Capable	
17.1.10.26	Cancel	Fully Capable	
17.1.10.27	Locate	Fully Capable	
17.1.10.28	Clear	Fully Capable	
17.1.10.29	Vehicles	Fully Capable	

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17.1.10.30	Query	Fully Capable	
17.1.10.31	Entry	Fully Capable	
17.1.10.32	Modify	Fully Capable	
17.1.10.33	Cancel	Fully Capable	
17.1.10.34	Locate	Fully Capable	
17.1.10.35	Clear	Fully Capable	
17.1.10.36	Missing Persons	Fully Capable	
17.1.10.37	Query	Fully Capable	
17.1.10.38	Query dental data	Fully Capable	
17.1.10.39	Entry	Fully Capable	
17.1.10.40	Supplemental entry	Fully Capable	
17.1.10.41	Supplemental cancel	Fully Capable	
17.1.10.42	Modify	Fully Capable	
17.1.10.43	Cancel	Fully Capable	
17.1.10.44	Locate	Fully Capable	
17.1.10.45	Clear	Fully Capable	
17.1.10.46	Unidentified Person File	Fully Capable	
17.1.10.47	Query unidentified person	Fully Capable	
17.1.10.48	Query dental data	Fully Capable	
17.1.10.49	Query NCIC ORI file	Fully Capable	
17.1.10.50	Query NLETS ORION file	Fully Capable	
17.1.10.51	Hit Confirmation	Fully Capable	
17.1.10.52	Hit confirmation request	Fully Capable	
17.1.10.53	Hit confirmation response	Fully Capable	

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17.1.10.54	Criminal Histories	Fully Capable	
17.1.10.55	Query criminal history and WACIC person file	Fully Capable	
17.1.10.56	Query criminal history	Fully Capable	
17.1.10.57	Query NCIC criminal history record	Fully Capable	
17.1.10.58	NLETS	Fully Capable	
17.1.10.59	Query NLETS criminal history index	Fully Capable	
17.1.10.60	Query NLETS criminal history record	Fully Capable	
17.1.10.61	Query NLETS concealed weapon permit	Fully Capable	
17.1.10.62	Query NLETS immigration	Fully Capable	
17.1.10.63	Free-form mask	Fully Capable	
17.1.10.64	Wanted Persons	Fully Capable	
17.1.10.65	Query	Fully Capable	
17.1.10.66	Entry	Fully Capable	
17.1.10.67	Supplemental entry	Fully Capable	
17.1.10.68	Supplemental cancel	Fully Capable	
17.1.10.69	Modify	Fully Capable	
17.1.10.70	Cancel	Fully Capable	
17.1.10.71	Locate	Fully Capable	
17.1.10.72	Detainer entry	Fully Capable	
17.1.10.73	Detainer Modify	Fully Capable	
17.1.10.74	Detainer cancel	Fully Capable	
17.1.10.75	Clear	Fully Capable	
17.1.10.76	Protection Orders	Fully Capable	
17.1.10.77	Query	Fully Capable	

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17.1.10.78	Entry	Fully Capable	
17.1.10.79	Supplemental entry	Fully Capable	
17.1.10.80	Supplemental cancel	Fully Capable	
17.1.10.81	Modify	Fully Capable	
17.1.10.82	Service entry	Fully Capable	
17.1.10.83	Cancel	Fully Capable	
17.1.10.84	Locate	Fully Capable	
17.1.10.85	Clear	Fully Capable	
17.1.10.86	Multiple Queries	Fully Capable	
17.1.10.87	Wanted/DOL/PO person	Fully Capable	
17.1.10.88	Wanted/DOL/Stolen/Impound vehicle	Fully Capable	
17.1.10.89	DOL Queries	Fully Capable	
17.1.10.90	WA driver license check	Fully Capable	
17.1.10.91	WA driver license history	Fully Capable	
17.1.10.92	Out of state driver license check	Fully Capable	
17.1.10.93	Out of state driver license history	Fully Capable	
17.1.10.94	Weapon/Concealed pistol license file	Fully Capable	
17.1.10.95	WA Registration query	Fully Capable	
17.1.10.96	Out of state registration by license or VIN	Fully Capable	
17.1.10.97	Out of state registration by name	Fully Capable	
17.1.10.98	NICS	Fully Capable	
17.1.10.99	Query NICS denied transaction files	Fully Capable	
17.1.10.100	Query NICS record including all protection orders	Fully Capable	
17.1.10.101	Query NICS record	Fully Capable	

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17.1.10.102	NICS delay notification	Fully Capable	
17.1.10.103	NICS denial notification	Fully Capable	
17.1.10.104	NICS proceed notification	Fully Capable	
17.1.10.105	NICS denied overturn notification	Fully Capable	
17.1.10.106	Query NICS index record	Fully Capable	
17.1.10.107	Enter NICS index record	Fully Capable	
17.1.10.108	Supplemental NICS index record	Fully Capable	
17.1.10.109	ORI/Agency maintenance	Fully Capable	
18.0 Warrants			
18.1.1	The system automatically generates a unique file number for each warrant entered.	Fully Capable	
18.1.2	The system's warrant module stores information on wanted persons, including:		
18.1.3	Name	Fully Capable	
18.1.4	Date of birth	Fully Capable	
18.1.5	Address	Fully Capable	
18.1.6	Charge	Fully Capable	
18.1.7	Bail amount	Fully Capable	
18.1.8	Warrant number	Fully Capable	
18.1.9	Agency	Fully Capable	
18.1.10	Type of warrant	Fully Capable	
18.1.11	Status of warrant	Fully Capable	
18.1.12	Extradition terms	Fully Capable	
18.1.13	The system allows users to enter narrative information for warrants.	Fully Capable	
18.1.14	The system provides a visual alert if there is an active warrant for a person whenever a user accesses a name record for a wanted person.	Fully Capable	

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18.1.15	The system allows users the ability to produce warrant reports by geographical area (e.g., all active warrants for a particular district or beat), charges and bail information.	Fully Capable	
18.1.16	The system allows users to input multiple active warrants per person and multiple offenses per warrant.	Fully Capable	
18.1.17	The system allows users to make changes to a warrant (e.g., enter, modify, clear or cancel, enter/view state messages) so that the changes are made in both the RMS and WACIC/NCIC from a single entry.	Fully Capable	See Technical Specifications B for NCIC related development.
18.1.18	The system allows users to send/receive administrative messages from within the RMS to WACIC.	Fully Capable	See Technical Specifications B for NCIC related development.
18.1.19	The system allows users to attach a scanned copy of the warrant to the warrant record.	Fully Capable	
18.1.20	The system allows users to query warrants by both name and type of charge.	Fully Capable	
19.0 Protection Orders			
19.1.1	The system contains a mechanism to enter and maintain protection orders including the following information:		
19.1.2	Court order number (to be able to have alphabet letters in that field)	Not Capable	
19.1.3	Status (active, expired, rescinded)	Not Capable	
19.1.4	Date received	Not Capable	
19.1.5	Order type (there are eight different types)	Not Capable	
19.1.6	Served (Yes/No)	Not Capable	
19.1.7	Date of Service	Not Capable	
19.1.8	Firearm prohibitor	Not Capable	
19.1.9	Petitioner/Respondent (names, DOB, address)	Not Capable	
19.1.10	Attachments	Not Capable	
19.1.11	Validations notations	Not Capable	
20.0 Training			
20.1.1	The system provides a training and test system that does not degrade the performance of the production RMS system.	Fully Capable	
20.1.2	The system's testing environment is as extensive as the system's production environment in order to enable new system configurations and system updates to be fully tested before implementing the changes in the training and/or production environments.	Fully Capable	

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20.1.3	The system's training environment closely, if not exactly resembles (mirrors) the production system environment including pick lists, menu options, data entry forms, address validation procedures, etc.	Fully Capable	
20.1.4	The system's training environment is configurable to the same level as the production environment.	Fully Capable	
21.0 Interfaces			
21.1 Hexagon CAD			
<i>Vancouver police personnel are dispatched to calls for service through Clark Regional Emergency Services Agency (CRESA). The new system must interface with the CRESA CAD system which is a Hexagon product. The Contractor has indicated an interfacing tool is available to assist with the interface. Access to this information should be coordinated by contacting the purchasing contact listed in the RFP. Proposers are to briefly include comments describing their approach to building the interface including if any portions of the interface are built in conformance with the National Information Exchange Model standards and available data exchanges. Data from CAD will need to be sent automatically to the new system so that reports written by officers are automatically pre-populated with the following information:</i>			
21.1.1	The proposer will provide the required connectivity between the RMS and the CAD system described above.	Fully Capable	
21.1.2	When writing reports, the system will auto-populate the below listed information from CAD. Please indicate your response to this interface requirement. The below listed data fields are expected to be included in the interface and are provided for information only.	Fully Capable	
21.1.3	Call date		
21.1.4	Call time		
21.1.5	Call location/address		
21.1.6	Caller name		
21.1.7	Caller phone number		
21.1.8	Vehicle information		
21.1.9	Case number		
21.1.10	Call notes, with the option to import into the report		
21.1.11	Queried driver's license information and vehicle registration information		
21.1.12	Users can edit the information from CAD as needed.		
21.2 LInX Northwest			

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<i>The Law Enforcement Information Exchange Northwest is a system maintained by Northrop Grumman, used by numerous agencies to share criminal justice records. Participating agencies police reports are searchable via this system. The new RMS must interface with LInX NW to ensure continuity of this data sharing. Contact PublicSafety@ngc.com to obtain interfacing requirements to the LInX Northwest system.</i>			
21.2.1	The system will interface with LInX NW. Please indicate your response to this requirement.	Fully Capable	
21.2.2	The system will enable a system administrator to select which fields/data sets in police reports are shared with LInX	Fully Capable	
21.2.3	This interface can be built to enable the automatic deletion of reports from LInX NW which have been deleted from the RMS.	Not Capable	
21.3 City Attorney's Case Tracking System			
<i>The Vancouver City Attorney's Office and the Clark County Prosecutors Office both utilize case tracking systems. The City Attorney's office prosecutes misdemeanor crimes, traffic violations and ordinance violations. The County office prosecutes felony cases. This legacy system was built by Tiburon and is no longer supported. Limited information is available regarding this system's technical specifications. The County has indicated that their replacement vendor will most likely be Journal Technologies. The City's replacement vendor will most likely be Prosecution by Karpel. Prosecutors will manage their assigned cases in these systems. A Legal Assistant reviews each case as they come in and assigns them to an attorney. Data from police incident reports and CCSO booking forms are imported. Proposers are to include brief comments that describe their approach to building this interface including if any portions of the interface are built in conformance with the National Information Exchange Model standards and available data exchanges. The following data from police reports in the new system will need to be sent automatically to the case management system as follows:</i>			
21.3.1	The proposer will provide an interface between the RMS and the Prosecutors Case Tracking System.	Fully Capable	
21.3.2	Designated personnel in the prosecutor's office will receive an automated notification when new cases occur.	Partially Capable	Mark43 can provide this functionality through interfacing with the agency's Case Tracking System of choice.
21.3.3	Designated personnel in the prosecutor's office must receive an automated notification anytime an existing case is updated with a supplemental report.	Partially Capable	Mark43 can provide this functionality through interfacing with the agency's Case Tracking System of choice.
21.3.4	Designated personnel in the prosecutor's office must receive an automated notification anytime a file is attached to an existing case in the new RMS.	Partially Capable	Mark43 can provide this functionality through interfacing with the agency's Case Tracking System of choice.

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			choice.
21.3.5	A .PDF of the police report should be made available via the case tracking system.	Partially Capable	Mark43 can provide this functionality through interfacing with the agency's Case Tracking System of choice.
21.3.6	A .PDF of the Probable Cause statement should be made available via the case tracking system	Partially Capable	Mark43 can provide this functionality through interfacing with the agency's Case Tracking System of choice.
21.3.7	A .PDF of the traffic citation should be made available via the case management system	Partially Capable	Mark43 can provide this functionality through interfacing with the agency's Case Tracking System of choice.
21.3.8	The following data would be included in the interface and is provided for information only.		
21.3.9	Police case number		
21.3.10	The date of the report		
21.3.11	The date of the incident		
21.3.12	The time of the incident		
21.3.13	The date of arrest		
21.3.14	The time of arrest		
21.3.15	The location of the arrest		
21.3.16	The names of all persons listed in the police report		
21.3.17	The addresses of all persons listed in the police report		
21.3.18	The type of involvement each person has in the police report (i.e. victim, witness, defendant, etc.).		
21.3.19	The phone numbers of all persons listed in the police report		
21.3.20	The email of all persons in the report		
21.3.21	The name of the officer who wrote the report		
21.3.22	The ID number of the officer who wrote the report		
21.3.23	The statute number(s) of the crime/traffic violation/ordinance violation for which the defendant was arrested		
21.3.24	The textual description of the crime/traffic violation/ordinance violation		
21.3.25	The citation number		
21.4 Clark County EIS System (Booking)			

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<p><i>The new RMS should interface with Clark County Sheriff's Office RMS/JMS system. See 8.0 herein for further information. See Appendix I. for options regarding this process. Vancouver Police Officers complete a web based data form prior to booking an inmate into the jail. This form includes the name and descriptive information about the inmate, charge information, and a probable cause statement. A system interface should include a mechanism to transfer arrest report data into the appropriate fields of the jail system data form, satisfying the booking information requirements. Further, after the booking process, an interface will retrieve the booking photo of the arrested person and insert the photo into the appropriate name record in the RMS.</i></p>			
21.4.1	The proposer will provide an interface between the RMS and the EIS system to provide the above described functionality. The below listed data fields are expected to be included in the interface and are provided for information only.	Fully Capable	
21.4.2	Case number		
21.4.3	ORI		
21.4.4	Agency ("VPD")		
21.4.5	Arrestee name		
21.4.6	Arrestee personal identifiers (DOB, SSN, License)		
21.4.7	Arrestee physical descriptors		
21.4.8	Arrestee AKA		
21.4.9	Arrestee address		
21.4.10	Arrestee contact information		
21.4.11	Comments/notes		
21.4.12	Arrest location/address		
21.4.13	Incident location/address		
21.4.14	Arresting officer name and ID number		
21.4.15	Transport officer name and ID number		
21.4.16	Date of arrest		
21.4.17	State statute number and violation description/title		
21.4.18	Intake triage questions as follows:		
21.4.19	Does arrestee have any observable medical problems		
21.4.20	Does arrestee have any observable mental health problems		
21.4.21	Does arrestee show any signs of suicidal behavior		
21.4.22	Has the arrestee shown any escape potential or violence propensity behaviors		
21.4.23	Does the transporting officer have any information which we need to know concerning the arrestee		

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21.4.24	Did the subject resist arrest and was force used for approximately 3 minutes or longer		
21.4.25	Did it take more than one officer to restrain the subject		
21.4.26	Did the subject demonstrate extraordinary strength or stamina		
21.4.27	Has the subject been completely conscious and aware of person, place, time and event, and responding appropriately to questions		
21.4.28	Does the subject appear flushed and/or did they sweat profusely before, during or since arrest		
21.4.29	If EMS personnel obtained vital signs, were those signs reported to you as significantly abnormal		
21.4.30	Are you aware of any indication that the subject has recently ingested drugs and/or has a history of mental illness		
21.5 SECTOR			
<i>Officers write citations and traffic collisions in the state's SECTOR system. An interface will be required to enable information from collision reports and citations to be imported into the RMS via the Electronic Traffic Information Processing (eTRIP) system.</i>			
21.5.1	The proposer will provide an interface between the RMS and the eTRIP system that will enable collision report data to be imported into the RMS from SECTOR.	Fully Capable	
21.5.2	The proposer will provide an interface between the RMS and the eTRIP system that will enable traffic citation data to be imported into the RMS from SECTOR.	Fully Capable	
21.5.3	The below listed citation data fields are expected to be included in the interface and are provided for information only.		
21.5.4	Case number		
21.5.5	Witnesses (Y or N field)		
21.5.6	Plaintiff		
21.5.7	Court jurisdiction		
21.5.8	Date		
21.5.9	Location		
21.5.10	Speeding (Y or N field)		
21.5.11	Speed		
21.5.12	Posted speed		
21.5.13	Measuring method		

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21.5.14	Vehicle information (Y or N field)		
21.5.15	Work Zone (Y or N field)		
21.5.16	School Zone (Y or N field)		
21.5.17	In car video (Y or N field)		
21.5.18	Special program (Y or N field)		
21.5.19	Misc Information (Y or N field)		
21.5.20	Interpreter needed (Y or N field)		
21.5.21	Violator name		
21.5.22	Violator address		
21.5.23	Violator driver's license number		
21.5.24	Violator phone number		
21.5.25	Violator physical descriptors		
21.5.26	Violators emplotment information (name of business)		
21.5.27	Vehicle information		
21.5.28	Trailer information		
21.5.29	State statute violation number, title, penalty amount		
21.5.30	Notes		
21.5.31	Traffic condition		
21.5.32	Weather condition		
21.5.33	Street condition		
21.5.34	Light condition		
21.5.35	Witness information		
21.5.36	Officer name, ID number		
21.5.37	Voided citation information (reason for void)		
21.5.38	The below listed collisions data fields are expected to be included in the interface and are provided for information only.		
21.5.39	Number of vehicles involved		
21.5.40	Number of bicycles involved		
21.5.41	Number of pedestrians involved		
21.5.42	Special circumstances involved (hit and run, Fire, Witness Y or N questions)		
21.5.43	Commercial vehicle involved (Y or N field)		
21.5.44	Address/location information		
21.5.45	Intersection information		
21.5.46	Vehicle information		
21.5.47	Persons involved information		

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21.5.48	Vehicle safety equipment information		
21.5.49	Contributing causes		
21.5.50	Driver's license information		
21.5.51	Traffic condition		
21.5.52	Weather condition		
21.5.53	Street condition		
21.5.54	Light condition		
21.5.55	Case number		
21.5.56	Date/time of collision		
21.5.57	Date/time of dispatch		
21.5.58	Date/time of arrival		
21.5.59	Officer name, ID number		
21.5.60	Supervisor name, ID number		
21.5.61	Property damaged information		
21.5.62	Trailer information		
21.6 ACCESS/WACIC			
<i>The RMS must interface with ACCESS, as described on p. 7 of the RFP. Also see section 4.0 and 17.1.10 in this document for specifications related to this interface.</i>			
21.6.1	The system will interface with ACCESS. Please include comments describing your approach to enabling this interface.	Fully Capable	Mark43 is capable of interfacing with ACCESS through its open API.
21.7 Accurint Crime Analysis			
<i>The RMS must interface with the Accurint Crime Analysis application. Data translation tables and schema are available upon request.</i>			
21.7.1	The system will interface with the Accurint Crime Analysis application	Fully Capable	

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I. Technical Specifications (cont'd.)

B. As further specified and agreed.

In addition to the capabilities identified above, the Parties hereby agree that Contractor shall deliver to the City the “Cloud Software Service for Law Enforcement” including the following further technical specifications:

On or about Launch (Date: Identified in Contract/Assumption is Jan 1, 2020)

- Ability to delete property items with proper privileges
- Enhance release tracking abilities - for supplemental releases, the system should identify new reports rather than the releaser needing to review old releases to see what was included in prior releases.
- Enhance release tracking abilities - enable the ability to select individual attachments for release or not (example, we may not release photos).
- Ensure NCIC/WACIC capability captures the necessary information to pass Washington’s “CJIS Security Compliance (NCIC/WACIC)” audit with no exceptions.
- REMOVED: Prosecution by Karpel is removed from Technical Specifications (this list) and added to existing list of required interfaces. The interface/development fee for Prosecution By Karpel and/or Journal Technologies is \$25,000.00.
- Create the ability to scan current barcodes and migrate all data from Quetel system to appropriate fields in the new Mark43 property/evidence system. Similar to Clackamas County Sheriff Office.

Year: 2020

- Create ability to directly name and add notes to attachments (Q1).
- Formatting bar should remain visible when typing a long text document. Currently, bold/underline/etc. disappears as the screen scrolls to accommodate additional lines of text. (Q2).
- Create the ability for an item to be transferred back into the system. If an item has been transferred out for disposition, it cannot be transferred back into the system (returned to owner, transferred to the FBI or ATF, etc.). The item has to be recreated and entered as a new item. (Q2).
- Create the ability to change incorrect case number on property, to maintain the chain of custody. (Q2).
- Create a denomination counting ability for currency that is submitted to the property room. (Q3).
- Enhance the quick search feature - when searching for a license plate “123ABC,” we found that a search of “123” returned records including the license plate. However, a search of “23A” did not return the license plate. A similar search involving social security numbers

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and other similar data did not have the same flaw. Correct the logic to return license plate records when partial license plates are searched. Wildcard searches would be ideal. (Q4).

- Create the ability to sort a property list by location. Currently, pulling evidence from a large case would be time consuming because of the inability to sort by location in the warehouse (Q4).

Year: 2021

- Create the ability to print letters with the case number, name, items(s) and have the retention date auto populated - notation in chain of custody that a letter was sent, and each letter needs a configurable date.
- Create the ability to apply different retention schedules to items within the same case. Currently, the system applies the same retention schedule to all items, and it is a five step process to disposition a piece of found or safekeeping property if those items are contained within a case that has evidence items.
- Enhance the way the system prompts an evidence technician to make corrections to an item if it is inventoried in the wrong location. The alerts are not loud enough and do not remain on the screen.
- Create the ability to add an item to an inventory if it is found at a later time. Currently, a technician has to rescan the entire location during inventory if a missing item is found at a later time.
- Create the ability for the system to generate a report to track evidence functions per employee. There is currently not a way for management to see what a specific employee is doing as far as dispositions or evidence intake.
- Enable report to display more information when in “view only” mode. For example, the person profile should show name, date of births, address, and phone number. Vehicle profile should show vehicle year, make, model, color, and license plate (including state).
- Create the ability for records to add “records notes” to a report without triggering the approval process.
- Create the ability to privatize attachments.
- Create the ability to duplicate all information from one offense to an additional offense without having to re-enter the information. Currently, there is too much duplicated effort. Or, create the ability to add multiple offenses under one batch of header information when the happen at one time and at one location.
- Create the ability for a lead detective to organize a case file including re-ordering supplemental reports.

Mark43 Data Lake:

- A. With the basic tier of Mark43 Data Lake, City would receive a standard, read-only replica, access for six (6) users; no customization is included. Upgraded tiers can be purchased for additional fees.

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- B. If City elects to purchase Mark43 Data Lake, the Parties agree to evaluate the requirements together and agree on a time frame for completion. City understands and agrees that third party service providers may impose additional license, warranty and other terms on City. City agrees to enter into additional agreements as reasonably required by such third parties and Contractor, which may include a different warranty/SLA addressing uptime and maintenance.
- C. Contractor shall provide City Data through an interface suitable to the needs of City and allow City to develop additional applications using such data. To allow for the functioning of any applications using data through the API, Contractor will notify City in advance of any changes in the formatting of the API no later than seven (7) days prior to the change. Nothing in the Agreement shall preclude City from retrieving City Data from the Mark43 Data Lake using the retrieval methods commercially available through Amazon Web Service (AWS) as provided by Mark43.

Scheduled Download of Attachments:

Throughout the Term of this Agreement, Contractor shall permit and provide reasonable assistance for the City to download all attachments to police reports for backup purposes. Complete downloads of all City attachments shall occur one (1) time every four (4) months at no additional cost to the City. Additional downloads, beyond one (1) download every four (4) months, can be produced for an additional cost of \$5,000.00 per complete download.

WACIC/NCIC:

- 2019: Warrants Entries, Protection Order Entries (Ready at Launch)
- 2020: Stand Alone Inquiries in RMS (Person, Vehicle, Article, Boat, Gun, Warrants, PO's)
- 2021: Missing Person Entries
- 2022 - Property Entries, Vehicles Entries, Gun Entries

Additional entries will be completed after the build schedule listed above.

CommSys will supplement this functionality. Updated training will be provided as new features are released. The Services will include:

1. 237 user licenses for inquiries to WACIC and NCIC
2. 79 device licenses for full WACIC and NCIC transaction ability

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Addendum 1 – CJIS Security Addendum

(Attached.)

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**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

II. Schedule of Services

A. Project Timeline:

Task Name	Duration	Start	Finish
Phase 1: Planning	66d	06/17/19	09/16/19
Project Kickoff	33d	06/17/19	07/31/19
Contract Signing	1d	06/17/19	06/17/19
Schedule Project Kickoff Meeting	5d	06/18/19	06/24/19
Hold Project Kickoff Meeting	1d	07/04/19	07/04/19
Send Pre-Department Assessment Questionnaires	1d	07/08/19	07/08/19
Review Pre-Department Assessment Questionnaires	10d	07/18/19	07/31/19
RMS Implementation	42d	07/19/19	09/16/19
Project Management	34d	07/19/19	09/04/19
Submit Background Check Information	3d	07/19/19	07/23/19
Confirm Priority Employees are Cleared	1d	09/04/19	09/04/19
RMS - Requirements & Scoping	39d	07/24/19	09/16/19
Department Assessment	37d	07/26/19	09/16/19
Schedule Department Assessment	3d	07/26/19	07/30/19
Send Department Assessment Agenda	3d	08/05/19	08/07/19
Conduct Department Assessment	3d	08/15/19	08/19/19
Confirm Assessment Findings	10d	09/03/19	09/16/19
Interfaces Kickoff	11d	07/24/19	08/07/19
Determine Interface List	3d	07/24/19	07/26/19
Assign Priority for Each Interface	2d	07/29/19	07/30/19
Finalize Interface Priority List	1d	08/07/19	08/07/19
Data Migration Kickoff	3d	07/29/19	07/31/19
Fill out Data Migration Assessment Form	3d	07/29/19	07/31/19
Phase 2: Develop & Implement	174d	09/12/19	05/12/20
RMS Configuration	85d	10/01/19	01/27/20
Configure Users and Roles	10d	10/08/19	10/21/19
Report Types	20d	10/08/19	11/04/19
Configure Offense / Incident Report	20d	10/08/19	11/04/19
Configure Arrest Report	20d	10/08/19	11/04/19
Configure Citation Report	20d	10/08/19	11/04/19
Configure Field Contact Report	20d	10/08/19	11/04/19

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Configure Missing Persons Report	20d	10/08/19	11/04/19
Configure Supplement Report	20d	10/08/19	11/04/19
Configure Use of Force Report	20d	10/08/19	11/04/19
Configure Additional Information Report(s)	20d	10/08/19	11/04/19
Configure Community Information Report	20d	10/08/19	11/04/19
Configure Impound Report	20d	10/08/19	11/04/19
Configure Tow Vehicle Report	20d	10/08/19	11/04/19
Configure Traffic Crash Report	20d	10/08/19	11/04/19
Case Management	15d	11/19/19	12/09/19
Configure Case Types	15d	11/19/19	12/09/19
Evidence	30d	12/17/19	01/27/20
Configure Evidence Label	5d	12/17/19	12/23/19
Configure Signature & Notification Settings	5d	12/17/19	12/23/19
Begin Printer Setup	20d	12/17/19	01/13/20
Determine if vehicles should be included in evidence	3d	12/17/19	12/19/19
Map Evidence Locations	30d	12/17/19	01/27/20
Configure Retention Policies	20d	12/17/19	01/13/20
Configure Disposition Setting Approvals	20d	12/17/19	01/13/20
Configure Evidence Receipts	20d	12/17/19	01/13/20
Confirm Evidence Hardware setup is complete	20d	12/17/19	01/13/20
Offense Codes	33d	10/01/19	11/14/19
Obtain State Statutes	5d	10/01/19	10/07/19
Obtain Municipal Codes	3d	10/08/19	10/10/19
Configure Offense Codes	10d	10/11/19	10/24/19
Review & Validate Offense Codes	10d	11/01/19	11/14/19
IT Configuration	10d	11/29/19	12/12/19
Upload Department Shapefiles	7d	11/29/19	12/09/19
Configure Department Profile	2d	11/29/19	12/02/19
Add Department Locations	2d	11/29/19	12/02/19
Whitelist IP Addresses	5d	11/29/19	12/05/19
Update Department login photo	1d	11/29/19	11/29/19
Configure Location Aliases	10d	11/29/19	12/12/19
Data Migration	120d	09/12/19	02/26/20
VPN Access	5d	09/12/19	09/18/19
Database Access	30d	10/03/19	11/13/19
Data Migration Tenant	5d	11/19/19	11/25/19
Attribute Mapping	15d	12/12/19	01/01/20

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User Migration	5d	01/16/20	01/22/20
Reports Migration	30d	01/16/20	02/26/20
Locations Migration	15d	01/16/20	02/05/20
Person Migration	20d	01/16/20	02/12/20
Case Migration	20d	01/16/20	02/12/20
Evidence Migration	20d	01/16/20	02/12/20
Attachment Migration	30d	01/16/20	02/26/20
Interface Development	88d	10/01/19	01/30/20
Draft ICD	10d	10/01/19	10/14/19
Approve ICD	5d	10/22/19	10/28/19
Develop Interface	30d	11/12/19	12/23/19
Interface Testing and Validation	15d	12/31/19	01/20/20
Interface Sign-off and Approval	3d	01/28/20	01/30/20
User Acceptance Testing	70d	11/19/19	02/24/20
Test Patrol Workflows	10d	11/19/19	12/02/19
Test Records Workflows	10d	11/19/19	12/02/19
Test Evidence Workflows	10d	02/11/20	02/24/20
Test Detective Workflows	10d	12/24/19	01/06/20
Policy & Change Management	46d	03/10/20	05/12/20
Draft General Orders and Policy Changes	20d	03/10/20	04/06/20
Review / Approve Policy Changes	10d	04/10/20	04/23/20
Publish / Disseminate Policy Changes	10d	04/29/20	05/12/20
Phase 3: Deploy	149d	02/04/20	08/28/20
Training	95d	02/04/20	06/15/20
Schedule Train-the-Trainer	5d	02/04/20	02/10/20
Develop Training Materials	30d	02/11/20	03/23/20
Conduct Train-the-Trainer	15d	03/31/20	04/20/20
Post Train-the-Trainer Follow up	4d	04/28/20	05/01/20
Schedule Department Training	10d	04/24/20	05/07/20
Conduct Department Training	30d	05/05/20	06/15/20
Cutover	64d	03/10/20	06/05/20
Draft Cutover Plan	20d	03/10/20	04/06/20
Review / Approve Cutover Plan	10d	04/14/20	04/27/20
Draft Sustainment & Support Plan	10d	03/10/20	03/23/20
Review / Approve Sustainment & Support Plan	10d	04/07/20	04/20/20
Schedule Onsite Support	10d	03/17/20	03/30/20
Review / Approve Onsite Support Plan	3d	04/03/20	04/07/20

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Launch	5d	06/01/20	06/05/20
Implementation Review & Closure	50d	06/22/20	08/28/20
Schedule Post-Launch Follow up meeting	5d	06/22/20	06/26/20
Hold Post-Launch Follow up Meeting	1d	07/20/20	07/20/20
Customer Success Transition	30d	07/20/20	08/28/20
Schedule Recurring Meeting Cadence	3d	07/27/20	07/29/20

B. Contractor's Key Personnel

As identified in Contractor's Response to City RFP 18-17, the Contractor's project implementation team will consist of the following personnel, each of whom is hereby agreed to be Key Personnel:

- Matthew Neal, Implementation Manager
- Mark Natividad, Implementation Associate
- Kevin Fray, Senior Solutions Engineer

Contractor will notify the City's Agreement Representative of substitute team assignment(s) per the terms of this Agreement.

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EXHIBIT B
COMPENSATION
To:
City of Vancouver Agreement # _____
A Technology Agreement for Software as a Service
By and Between City of Vancouver and Mark43, Inc.
for a Police Records Management and
Report Writing System

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I. A. Payment Structure

The following table reflects the pricing for the onetime Professional Services and the annual RMS subscription fee.

Prosecution Interface(s) Karpel and/or Journal Technologies (one time)	\$25,000.00
RFP Interfaces (one time)	\$61,500.00
Data Migration (one time)	\$25,000.00
WACIC PM (one time)	\$3,360.00
RMS Subscription (annual)	\$217,651.20
200 Read Only Licenses for Clark County (annual)	\$15,000.00
CommSys Licenses	Included for no additional charge for Initial Term. Thereafter: \$16,500.00 per year.

Notes on Pricing:

1. *Mark43 will discount the RMS subscription fee (\$217,651.20) for the first Renewal Term Option Period by 10% (Adjusted annual total: \$195,886.08), should such Renewal Term Option Period be elected. Subscription fees for the Second Renewal Term Option Period, if elected, will be increased from \$195,886.08 by 4.5% on a year over year basis in years 11-14, with no increase in year 15. By way of example: Cost in year 11 (first year of the second Renewal Term Option Period: \$204,701.08 [$\$195,886.08 + \$8815 (4.5\%) = 204,701.08$].*
2. *Mark43 Data Lake will be offered at no cost to the City during the Initial Term; Mark43 Data Lake fee will be \$8,000.00 annually during the first Renewal Term Option Period and \$10,000 annually during the Second Renewal Term Option Period, should such a Renewal Term Option Period be elected.*
3. *Mark43 will include items listed on Section B of the Technical Specifications list at no additional cost to the City provided that for CommSys licenses additional charges are required for any periods beyond the Initial Term as set forth in the table above.*

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Contractor will notify the City of any changes to the fees for a Renewal Term (other than a Renewal Term Option Period) at least forty-five (45) days prior to the start of the Renewal Term.

I. B. Payment Schedule: Subscriber will pay the foregoing fees on the following schedule:

Initial Term: Fees will be paid on the following schedule:

Year 1	Effective Date	\$0
	Delivery of High-Level Project Plan and Department Assessment Complete High-Level Project Plan <ul style="list-style-type: none"> ● Schedule and Hold Project Kickoff Meeting ● Kickoff Meeting Notes Delivered ● Pre-Department Assessment Questionnaires Sent and Reviewed ● High-level Integrated Master Schedule of all project tasks created and adjusted to accommodate Department needs and available resources. ● Project Schedule Review meeting scheduled and held ● Mutually agreed upon Project Governance Plan & Risk Mediation Approach Developed Department Assessment <ul style="list-style-type: none"> ● Review and Validation of City Hardware and Software Requirements ● List of Required Hardware and/or Software Delivered ● Department Assessment Materials Developed ● On Site Department Assessment Sessions Conducted ● WACIC/NCIC Needs Assessment Completed ● WACIC/NCIC Requirements and Scoping ● Initial RegJIN/Versaterm Data Conversion Assessment and Scoping ● Data Migration Kickoff ● Interfaces Kickoff ● Interface Priority List Finalized ● Draft Implementation Plan Delivered and Reviewed ● Agency Comments and Needs Incorporated into Implementation Plan ● Final Implementation Plan Delivered 	\$113,549.28
	Tenant Provisioning (Test Environment) <ul style="list-style-type: none"> ● Baseline guide to share primary Mark43 workflow best practices ● Agency configurable sandbox environment 	\$141,936.60
	Interface Development Completed <ul style="list-style-type: none"> ● Interfaces developed per the approved Interface Control Documents, which will include the interfaces listed in the RFP: 	\$141,936.60

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	<ul style="list-style-type: none"> ○ GIS/ESRI ○ WACIC ○ SECTOR ○ NIBRS Reporting ○ CAD ○ County Attorney's Case Tracking System Prosecution by Karpel and/or Journal Technologies ○ Crime Analysis – Lexis/Nexis Accurint and LInX Northwest ○ Clark County Sheriff's Office EIS RMS/JMS ○ City Attorney's Case Tracking System – Prosecution by Karpel Interface software deployed in the Production tenant for testing 	
	<p>Launch</p> <ul style="list-style-type: none"> ● Completion of all prior projects tasks ● System Configuration Completed ● Data Conversion Completed ● Training Completed ● Product Documentation Delivered ● Functional Testing Completed ● Completion and acceptance of the Mark43 Cutover Plan ● Completion of Readiness Review meeting ● Completion of changes to Policy, Administrative, Directives, General Orders, and Standard Operating Procedures 	\$185,323.92
Year 2	1st Anniversary of Launch	\$173,842.40
Year 3	2nd Anniversary of Launch	\$173,842.40
Year 4	3rd Anniversary of Launch	\$173,842.40
Year 5	4th Anniversary of Launch	\$173,842.40
	Total	\$1,278,116.00

Renewal Terms: Fees for the Renewal Term Option Periods shall be paid annually commencing on the first day of such Renewal Term Option Period. Fees for any other Renewal Term will be paid in full in advance on the first day of the Renewal Term.

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II. Service Level Agreement and Payment Offsets

1. **Support Services.** As part of the SaaS Services, Contractor shall establish, sufficiently staff and maintain the organization and processes necessary to provide telephone and/or email based technical support, troubleshooting, error identification, isolation and remediation, and other assistance directly to City and its Authorized Users to support City's use, deployment and validation of the SaaS Services on a 24x7 basis, and after normal business hours and on holidays, as necessary to support Contractor's obligations under this Agreement. The contact information for Contractor's technical support organization is support@mark43.com and Contractor will notify City in writing of any changes no less than 5 days in advance. Contractor shall provide City with online access to its knowledge database and any other resource containing information that will aid in problem and error resolution and correction, as well as any other technical resources made electronically available to any of Contractor's other customers. **Service Levels.** Contractor shall provide the Applications in accordance with the following services levels.

- a. **Service Levels for the RMS.**

- i. **RMS Availability.** During any calendar month of a Regular Usage Period, the RMS shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the RMS ("RMS

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Scheduled Downtime”); provided, however, that Contractor is not responsible for any downtime of the RMS caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein; provided, further, that Contractor shall be responsible for any downtime of RMS caused by Integrated Third Party Software (as defined below) solely to the extent specified in Section (c) below (“Service Levels for Integrated Third Party Software”). Contractor shall provide City with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime (defined below) of the RMS, as well as continual periodic updates during the unscheduled downtime regarding Contractor’s progress in remedying the unavailability and the estimated time at which the RMS shall be available.

- ii. **RMS Service Credits.** In the event that Contractor fails to make the RMS available at least 99.9% of the time in any given month during the Regular Usage Period due to RMS Unavailability (as defined below), Contractor will credit the City’s account for the unavailable RMS as follows:

RMS Availability (Monthly)	Credit Percentage
Above 99.9%	0%

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99.8 – 99.0%	10%
98.9 – 98.0%	20%
Below 97.9%	30%

“RMS Unavailability” is defined as the percentage of minutes per month in which the RMS is completely and generally unavailable for City’s use (but not the use of any one Authorized User), provided that RMS Unavailability does not include any unavailability attributable to: (a) RMS Scheduled Downtime for maintenance (whether by Contractor, by a vendor, or by City); (b) acts or omissions of City or any City user of the RMS; (c) server downtime related to connectivity issues resulting from Third Party-managed VPN access to hosted server or City internal network problems; (d) defects or bugs in the Applications or Software caused by City, any Authorized User, or any Affiliate, employee, agent or independent contractor of City; or (e) any other cause(s) beyond Contractor’s reasonable control, including but not limited to those caused by Third Party Data services (*e.g.* Department of Motor Vehicles license plate database), Third Party Components, overall internet congestion or a force majeure. City will be responsible for immediately notifying Contractor of all Third Party-managed VPN access and internal or external (*e.g.* internet service provider) network problems that arise.

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“Credit Percentage” means the applicable percentage of the portion of the fees attributable to Services in the calendar month in which the RMS Unavailability occurs. For example, if City has paid Contractor \$1,000 for one year of a Regular Usage Period, and the RMS Availability falls to 99.5% during any calendar month in that year, then Contractor will owe City a 10% credit on that month’s portion of the Fee, or: $\$1,000/12 = \83.33 per month, and 10% of $\$83.33 = \8.33 . In this example, Contractor would owe City \$8.33 in credit for the month in which RMS Availability fell to 99.5%.

In order to receive this credit, City must notify Contractor in writing within fifteen (15) days following the end of the month the RMS Unavailability occurred. All claims are subject to review and verification by Contractor prior to any credits being granted. Contractor will acknowledge credit requests within fifteen (15) business days of receipt and will inform City whether such claim request is approved or denied. The issuance of RMS Service Credit by Contractor hereunder is City’s sole and exclusive remedy for any failure by Contractor to satisfy the service levels set forth in this Section C(1)(a).

- b. **Service Levels for Integrated Third Party Software.** Notwithstanding anything else to the contrary contained herein, Contractor shall be responsible for

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any downtime of or related to the Applications or Integrated Third Party Software (as defined below) that is caused by Integrated Third Party Software solely to the extent specified in this Section (c). Credit Percentages Service Credits referenced elsewhere in this Contract shall not apply to downtime caused by Integrated Third Party Software or the integrations or connections to Integrated Third Party Software.

- i. **Availability of Third Party Applications.** This Agreement identifies specific Third Party Application integrations (the “**Integrated Third Party Software**”) to be performed by Contractor prior to Launch, and the City’s and Contractor’s respective rights regarding acceptance of those Services. During the Regular Usage Period, the Integrated Third Party Software shall be operational no less than 99.9% of the time on a 24x7 basis, excluding any scheduled maintenance of the Integrated Third Party Software (whether scheduled by Contractor or by the third party provider, the “**Integration Scheduled Downtime**”); provided, however, that Contractor shall not be responsible for downtime caused by upgrades or updates to Integrated Third Party Software of which Contractor does not receive the requisite advance notice, and such downtime will not count against the service levels promised herein. Contractor agrees that it shall schedule any Integration Scheduled Downtime on minimal traffic days whenever possible. The Parties further

agree that Contractor shall not schedule in excess of 90 minutes of Integration Scheduled Downtime during any 30-day period. Contractor shall provide City with immediate telephone notification to the point of contact set forth in Section 18.H. of the General Terms of the Agreement as soon as it becomes aware of any actual or potential unavailability of an Integration other than Integration Scheduled Downtime (“**Integration Unscheduled Downtime**”), as well as continual periodic updates during the Integration Unscheduled Downtime regarding Contractor’s progress in remedying the unavailability and the estimated time at which the Integration shall be available.

ii. **Responsibilities for Planned Updates.** City shall provide Contractor with prompt notice, and in no case fewer than forty-five (45) days’ advance notice, of any update by the Third Party provider of Integrated Third Party Software. Contractor shall undertake commercially reasonable efforts to patch, repair or update the Software in order to integrate it with the updated Integrated Third Party Software.

iii. **Responsibilities for Planned Upgrades.** City shall provide Contractor with prompt notice, and in no case fewer than ninety (90) days’ advance notice, of any planned upgrade by the Third Party provider of Integrated Third Party Software. Contractor shall evaluate the time and resources required to

patch, repair or update the Software in order to integrate it with the upgraded Integrated Third Party Software. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price) on which Contractor would develop a patch, repair, update or Upgrade to integrate the Software with the Integrated Third Party Software.

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SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (this “**Agreement**”) is effective as of the date of the City of Vancouver Agreement # _____ (the “**Effective Date**”) by and between Mark43, Inc. (“**Mark43**”), with a place of business at 28 E. 28th 12th Floor, New York, NY 10016, and the City of Vancouver, a municipal corporation under the laws of the State of Washington (“**Subscriber**”), into which this Agreement is incorporated (the “**Master Agreement**”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

- 1.1 **Defined Terms.** Defined terms have the meanings set forth in this Article 1 (Definitions) and elsewhere in this Agreement when capitalized, and may be read in singular, plural or an alternative tense as the context requires.
- 1.2 “**Affiliate**” means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
- 1.3 “**Applicable Law**” means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
- 1.4 “**Applications**” means the Records Management System and other applications as described in Schedule A.
- 1.5 “**Authorized User**” means an Affiliate, employee or independent contractor of Subscriber (solely to the extent such contractor is providing services to Subscriber), who has been authorized by Subscriber to use the SaaS Services.
- 1.6 “**Documentation**” means the user guides and user manuals for the SaaS Services that Mark43 provides to Subscriber.
- 1.7 “**Go Live**” means the date of cutover to each respective Mark43 Application.
- 1.8 “**Integration Control Document**” means the agreement, if applicable, governing any integrations with Third Party Applications.
- 1.9 “**Intellectual Property Rights**” means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.
- 1.10 “**Professional Services**” means the evaluation, consultation, implementation, customization, configuration and other services offered by Mark43 in connection with the SaaS Services.
- 1.11 “**Regular Usage Period**” for any Application commences upon the occurrence of Go Live for that Application.
- 1.12 “**SaaS Services**” means the Applications, Software, and related software-as-a-service, hosting, maintenance and/or support services made available by Mark43 for remote access and use by Subscriber, including any Documentation thereto.
- 1.13 “**Services**” means the services provided or required to be provided by or through Mark43, including without limitation, SaaS Services and Professional Services.
- 1.14 “**Software**” means the object code version of Mark43’s computer software and all Updates made available by Mark43 to Subscriber under this Agreement.

- 1.15 “**Statement of Work**” means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.
- 1.16 “**Subscriber Data**” means all data, information, content and other materials stored or transmitted by Subscriber and any Authorized User through the SaaS Services (i) in their user accounts; and (ii) on any Third Party Application, excluding any Third Party Data and any Mark43 Data.
- 1.17 “**Term**” means the Initial Term and any Renewal Term.
- 1.18 “**Third Party Application**” means a third-party service **approved by Mark43** to which Subscriber and any Authorized User facilitates Mark43’s access to, and use, of the SaaS Services, via an application programming interface or other means.
- 1.19 “**Third Party Components**” means any components of the SaaS Service from time to time that are provided by third parties (e.g., Google Maps).
- 1.20 “**Third Party Data**” means any data owned by a third party that Mark43 provides to Subscriber via the SaaS Service.
- 1.21 “**Third Party Provider**” means third parties, including other vendors, state agencies and local agencies, that control products and/or databases with which Mark43 SaaS Services are to be interfaced.
- 1.22 “**Updates**” means any and all new releases, new versions, patches and other updates for the SaaS Services that Mark43 makes generally available without additional charge to its other subscribers of the SaaS Services.
- 1.23 “**Vendors**” means third parties with whom Mark43 contracts to provide components of the SaaS Services, and includes without limitation, Amazon Web Services (for platform hosting) and Google (for Google Maps).
- 1.24 “**Website**” means any Internet website through which Mark43 provides the SaaS Services under this Agreement.

2. SERVICES.

- 2.1 **SaaS Services.** Subject to the terms of this Agreement, and during the Term, Mark43 hereby grants a non-exclusive, non-transferable, non-sublicensable license to Subscriber and its Authorized Users to access and use the SaaS Services through the Website for Subscriber’s internal purposes and in accordance with the terms and conditions of this Agreement. Mark43 will be responsible for hosting the Website, and Subscriber and its Authorized Users will be responsible for obtaining internet connections and other third party software, hardware and services necessary for it to access the Website through the Internet, including without limitation as set forth in **Schedule C, “Technical Requirements.”** Subscriber will be responsible to Mark43 for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.
- 2.2 **Professional Services.** Mark43 offers Professional Services in connection with the SaaS Services as further described in Schedule A. To the extent any Professional Services involve the development of any customization or configuration to the SaaS Services, all Intellectual Property Rights to such customization or configuration will be solely owned by Mark43 and will be deemed to be included in the definition of SaaS Services and licensed to Subscriber on the terms set forth herein.
- 2.3 **Access to Documentation.** Mark43 will provide Subscriber via the Website or other means with access to the Documentation, as may be updated from time to time. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.
- 2.4 **Support Services.** Mark43 will provide a telephone-based help desk through which it will respond to inquiries about the SaaS Services from Subscriber via telephone from 7 AM to 7 PM (Eastern Time), Mondays through Fridays (excluding U.S. Federal holidays). Mark43 also provides a 24/7 email based help desk for the SaaS Services as set forth in Schedule A.
- 2.5 **Restrictions on Use.** Subscriber and its Authorized Users will not (and will not permit any third party to): (i) share Subscriber’s or any Authorized User’s login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the SaaS Services or of any files contained in or

generated by the SaaS Services; (iii) copy, modify, adapt or translate the SaaS Services or the Third Party Data, or otherwise make any use, resell, distribute or sublicense the SaaS Services or the Third Party Data other than in connection with this Agreement; (iv) make the SaaS Services available on a “service bureau” basis or allow any third parties to use the SaaS Services; (v) disclose the SaaS Services or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services or the Third Party Data; (vii) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (viii) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (x) introduce into the Services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (xi) use the Services to post advertising or listings; (xii) use the Services to defame, abuse, harass, stalk, or threaten others; (xiii) permit access or use of the Services by any individual outside the United States; (xiv) hide or obscure any Authorized User’s location; (xv) permit access or use of the Services, for any activities other than to enhance Subscriber’s own services, where reliance solely on, or failure to use, the Services could lead to death, personal injury, or property damages. Subscriber and its Authorized Users will not access the SaaS Services if in direct competition with Mark 43, and will not allow access to the SaaS Services by any party who is in direct competition with Mark43, except with Mark43’s prior written consent. Subscriber shall comply with additional restrictions on use of the Services in Additional Terms, as defined in Section 2.10 below.

- 2.6 Security Obligations.** Subscriber agrees it and its Authorized Users shall securely manage their respective password(s) for access to the SaaS Service. Subscriber agrees it shall notify Mark43 promptly in the event it becomes aware of any unauthorized access or use of the SaaS Service, or of any of its or its Authorized Users passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User. [In addition, Authorized Users may log into the SaaS Service from only one location at any given time – concurrent usage (or sign in) under a single username is prohibited.] Subscriber is responsible for all activities conducted within User accounts in use of the SaaS Service. Subscriber shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the SaaS Service, including all those related to data privacy and the transmission of technical or personal data. Subscriber agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Service, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.
- 2.7 Title.** As between Mark43 and Subscriber, Mark43 retains title to and ownership of the SaaS Services, including all copyrights and other Intellectual Property Rights relating thereto. Mark43’s licensors retain title to and ownership of the Third Party Data and the Third Party Components, including all copyrights and other intellectual property rights relating thereto. Subscriber will have no rights with respect to the SaaS Services, the Third Party Data or the Third Party Components other than those expressly granted under this Agreement. Any suggestions for changes or improvements to Services that Subscriber provides to Mark43, whether solicited by Mark43 or not, shall be owned by Mark43 and Subscriber hereby irrevocably assigns, and shall assign, to Mark43 all right, title, and interest in and to such suggestions. Mark43 shall have no obligation to incorporate such suggestion into its products or Services.
- 2.8 Subscriber Data.** As between Mark43 and Subscriber, Subscriber owns and shall retain all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the Subscriber Data. Subscriber shall have the sole responsibility for the accuracy, quality, and legality of the Subscriber Data, including obtaining all rights and consents necessary to share the Subscriber Data with Mark43 as set forth in this Agreement. Notwithstanding anything to the contrary contained herein, Subscriber hereby grants to Mark43 an irrevocable, worldwide, royalty free, non-exclusive, transferable, sublicensable license to use the Subscriber Data to: provide the SaaS Services to Subscriber and other Mark43 subscribers; analyze the Subscriber Data in anonymized and/or aggregate form in order to operate, maintain, manage, and improve the SaaS Services, create new products and services, and share and/or license this aggregate data to Affiliates, agents, business partners, and other third parties; for Mark43’s internal purposes to improve the Applications, Software, and related services, and any other uses disclosed in or related to performance under the Agreement or any statement of work.
- 2.9 Third Party Applications.** If Subscriber installs or enables a Third Party Application for use with the SaaS Services, Subscriber grants (and will cause the applicable third party to grant) Mark43 permission to access Subscriber Data stored on that Third Party Application as required for the

interoperation of that Third Party Application with the SaaS Services. In no event will Mark43 be responsible for any Third Party Application, or for any failure of a Third Party Application to properly interoperate with the SaaS Services. If Mark43 receives information that a Third Party Application may violate any Applicable Laws or Third Party rights, Subscriber will, promptly upon receiving notice of the foregoing from Mark43, disable any connection between such Third Party Application and the SaaS Services to resolve the potential violation (and if Subscriber fails to promptly disable such connection, Mark43 shall have the right to do so). In addition, in the event that Subscriber fails to properly obtain the grant of rights to Mark43 to access and use Third-Party Data as required for the interoperation of that Third-Party Application, Subscriber shall defend, indemnify, and hold harmless Mark43 from any and all claims based on Mark43's use of such Third-Party Application.

2.10 Third Party Components.

- (a) **Use of Third-Party Components.** Mark43 may use Vendors to subcontract the performance of its duties and obligations hereunder and to provide certain functions of the Services, including without limitation, hosting and data analysis. Certain Vendor policies and terms and conditions of service shall apply to the Services. Such terms, or URL locator addresses for such terms, will be provided on **Schedule D** or in writing from time to time, "**Additional Terms.**" If any of the Vendors and/or licensors of the Third-Party Components require Mark43 to flow down any Additional Terms Subscriber, Subscriber's use of such Third-Party Components, as incorporated into the SaaS Service, shall be subject to such Additional Terms. In the event of any inconsistency or conflict between the Additional Terms and the terms of this Agreement, such Additional Terms shall govern with respect to Subscriber's use of the applicable Third Party Component.
- (b) **DISCLAIMER REGARDING THIRD PARTY COMPONENTS.** MARK43, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY COMPONENTS, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

2.11 Third Party Data. Subscriber shall access and use the Third Party Data in accordance with the terms and conditions of the agreement between the Subscriber and the provider of such Third Party Data. MARK43, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY DATA, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY DATA AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

2.12 Agreements with Third Party Providers. Subscriber, and not Mark43, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers in connection with the interfaces, and for paying all fees, costs and expenses of Third Party Providers.

2.13 Changes to Services. Mark43 may make changes and Updates to its Services, provided that it does not materially derogate the overall quality of the Services. Mark43 does not guarantee that the Services are or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for, any software or equipment of Subscriber that Mark43 determines are incompatible with the operation of the Services.

3. FEES AND PAYMENT TERMS.

3.1 Fees for Mark43 Services. Subscriber will pay Mark43 fees as stated on **Schedule A** (the "**Fees**") attached hereto in accordance with the payment schedule set forth on **Schedule A**. All payments of Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. Unless prohibited by local law, overdue payments will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowable interest under Applicable Law, from due date until paid. Subscriber will pay any sales, use or other tax related to the license and services provided hereunder, exclusive of income taxes and payroll taxes relating to Mark43's employees. Subscriber agrees that its use of and payment for Services constitutes its inspection and acceptance of such Service.

3.2 Third-Party Data and Third-Party Components. Additional fees may apply to the use of certain Third-Party Data and Third-Party Components, which if provided by Mark43, such fee may be included within the Fees. Mark43 may pass through any increase in such fees for Third Party Components or Third Party Data, relating to any existing Services, by giving Subscriber thirty (30) days' advance notice.

- 3.3 Taxes.** Subscriber will pay all taxes, including sales, use, excise, and other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed on Subscriber or Mark43 with respect to the transactions and payments under this Agreement (excluding taxes based on Mark43's income or employment) ("**Indirect Taxes**"). All Fees are exclusive of Indirect Taxes. If any such taxes are required to be withheld on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by Mark43 is equal to the amount then due and payable under this Agreement.

4. TERM AND TERMINATION.

4.1 Term.

- (a) **Initial Term.** The initial term of this Agreement begins on the Effective Date and will continue for the period set forth on Schedule A, unless and until terminated in accordance with Section 4.2 (the "**Initial Term**").
- (b) **Renewal Terms.** Upon expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for successive periods as set forth on Schedule A (each, a "**Renewal Term**") at the rates set forth on Schedule A, unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

4.2 Temporary Suspension and Termination.

- (a) Either party may terminate this Agreement upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.
- (b) If Mark43 reasonably determines that Subscriber's use of the Services either: (i) fails to comply with the Restrictions on Use in Section 2.5; (ii) poses a security risk to the Services or any third party, (iii) creates or is likely to create an adverse impact on Mark43's systems, the Services, or the systems or content of any other subscriber; or (iv) subjects Mark43 or its Affiliates to possible liability, then Mark43 may immediately upon notice temporarily suspend Subscriber's and any Authorized User's right to access any portion or all of the Services, pending remedial action by Subscriber, or after a period of 30 days, terminate the Services.

4.3 Effect of Termination. In the event of any termination or expiration of this Agreement,

- (a) Subscriber will pay Mark43 all amounts payable hereunder as of the termination or expiration date;
- (b) all rights and licenses granted hereunder to Subscriber (as well as all rights granted to any Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the SaaS Services; and
- (c) Mark43 will provide records to Subscriber in accordance with its transition assistance services ("**Transition Assistance**") as set forth in Schedule B.
- (d) Subscriber will, upon written request of Mark43, either return to Mark43 or provide Mark43 with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of Mark43 that are in Subscriber's possession or control.

4.4 Survival. The following provisions will survive any termination or expiration of this Agreement: Section 2.7 ("Subscriber Data"), Section 2.9 ("Third Party Components"), Section 2.10 ("Third Party Data"), Section 4.3 ("Effect of Termination"), Section 5 ("Confidentiality"), Section 6.2 ("Disclaimer"), Section 7 ("Limitation of Liability"), Section 8 ("Indemnification"), Section 9 ("Miscellaneous Provisions"), Schedule B ("Transition Assistance") and this Section 4.4 ("Survival").

5. CONFIDENTIALITY.

- 5.1 Definition of Confidential Information.** For the purposes of this Agreement, "**Confidential Information**" means: (a) with respect to Mark43, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding Mark43's legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber, any non-public information or material regarding Subscriber's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the

“**Receiving Party**”); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the “**Disclosing Party**”); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.

- 5.2 Use and Disclosure of Confidential Information.** The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party’s performance of this Agreement; (ii) subject to [Section 5.4](#) below, restrict disclosure of such Confidential Information within the Receiving Party’s organization to only those of the Receiving Party’s employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party’s performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.
- 5.3 Protection of Confidential Information.** The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).
- 5.4 Employee and Independent Contractor Compliance.** The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party’s obligations hereunder with respect to such Confidential Information.
- 5.5 Required Disclosures.** If a party is requested to disclose any of the other party’s Confidential Information pursuant to any judicial or governmental order, that party will not disclose the Confidential Information without first giving the other party written notice of the request and sufficient opportunity to contest the order, to the extent such notice and opportunity to contest may be lawfully given. If one party is nonetheless legally compelled to disclose Confidential Information, such party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such party shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal. Without limiting the foregoing, Subscriber shall notify Mark43 of any requests for records relating to Mark43 (including, without limitation, user guides or Documentation, or documents submitted by Mark43 in response to the RFP) within 24 hours of receipt of the request and provide Mark43 with at least twenty-one (21) days’ notice before disclosing any such records. Without limiting the foregoing, and unless prohibited by law, Subscriber further agrees to indemnify and hold harmless Mark43, its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from all claims, liabilities, costs and expenses (including without limitation, reasonable attorneys’ fees and expert and consulting fees), incurred or expended by Mark43 in connection with a request for the disclosure of Confidential Information of Mark43 or Subscriber Data.
- 5.6 Information Collected Through SaaS Services.** Subscriber is solely responsible for compliance with applicable laws related to the manner in which Subscriber chooses to use the Services, including Subscriber’s transfer and processing of Subscriber Data. Subscriber understands and agrees that when it uses certain features of the SaaS Services, certain information and data may be collected from Authorized Users, including monitoring and recording activity, and tracking physical location, which may include personal identifying information. Subscriber agrees that Mark43 may use such information to (i) provide more effective Services, (ii) to develop and test its Services, (iii) to aggregate such information and combine it with that of other Users, and (iv) to use anonymous aggregate data to improve the Services or for marketing, research or other business purposes. Provision of Services may involve the disclosure of such information to Vendors or Affiliates on the condition that they agree to treat such information in a manner substantially in accordance with this Agreement. Subscriber may revoke its consent to Mark43’s collecting and using such data at any time by written notice to Mark43; provided, however, that Subscriber agrees that such revocation of consent may impair or render impossible the Subscriber’s use of the SaaS Services.
- 5.7 CJIS Standards; Employee Background Checks.**

- (a) Subscriber understands and agrees that Mark43 utilizes third party vendors (“Hosting Providers”) to host the SaaS Services. As of the Effective Date of this Agreement, Mark43 utilizes Amazon Web Services (AWS) as its Hosting Provider for the SaaS Services. Subscriber may request reasonable records from Mark43 from time to time to assess Mark43’s adherence to requirements of the applicable CJIS Security Policy promulgated by the FBI. For the avoidance of doubt, Subscriber may need the consent of Hosting Provider to obtain any records or information from Hosting Provider.
- (b) Subscriber will have the opportunity to run background checks on Mark43 employees that will have direct access to Subscriber Data in the production environment (such employees, the “Covered Employees”), provided that Mark43 may assume that a Covered Employee has been cleared by Subscriber if Mark43 does not receive an adverse response from Subscriber within two (2) weeks of a submission of a background check request.

6. REPRESENTATIONS AND WARRANTIES.

- 6.1 **Power and Authority.** Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Subscriber represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations, during the Term of this Agreement. Subscriber further represents that it has not received federal funding in connection with procurement under this Agreement.
- 6.2 **No Other Warranties.** Use of the SaaS Services is not intended to be a substitute for the professional judgment of dispatchers, law enforcement officers, or first responders. The SaaS Services do not provide legal advice. Subscriber shall be responsible for all its own actions or failure to act in connection with the SaaS Services. Mark43 cannot guarantee that every error in the SaaS Services or problem raised by Subscriber will be resolved. THE SERVICES, THE THIRD PARTY COMPONENTS, AND THE THIRD PARTY DATA ARE PROVIDED “AS IS.” MARK43 ASSUMES NO RESPONSIBILITY OR RISK FOR SUBSCRIBER’S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED THROUGH THE SAAS SERVICES. MARK43 MAKES NO WARRANTY THAT THE SERVICES WILL BE COMPLIANT WITH ANY REQUIREMENTS OF CJIS (CRIMINAL JUSTICE INFORMATION SERVICES) OR CLETS (CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM) OR ANY EQUIVALENT. DUE TO THE NATURE OF SOFTWARE AND THE INTERNET, MARK43 CANNOT GUARANTEE THAT EVERY ERROR IN THE SAAS SERVICES OR PROBLEM RAISED BY SUBSCRIBER WILL BE RESOLVED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6 NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SERVICES, THE THIRD PARTY COMPONENTS, THE THIRD PARTY DATA OR THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION OR THAT THE SERVICES, THIRD-PARTY COMPONENTS AND THIRD-PARTY DATA ARE UP TO DATE, ACCURATE OR COMPLETE, SECURE FROM LOSS OR DAMAGE, OR FREE OF HARMFUL COMPONENTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. To the extent that a party may not as a matter of Applicable Law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

7. LIMITATION OF LIABILITY.

- 7.1 **Liability Exclusion.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE, OR FAILURE OF, OF THE SERVICES, THE THIRD PARTY COMPONENTS OR THE THIRD PARTY DATA PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, ENVIRONMENTAL DAMAGE, LOSS OF PROFITS, REVENUES, ANTICIPATED SAVINGS, CUSTOMERS, OPPORTUNITIES, DAMAGE TO PRIVACY, REPUTATION OR GOODWILL OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

- 7.2 Limitation of Damages.** MARK43'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO MARK43 BY SUBSCRIBER DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES. MARK43 SHALL HAVE NO LIABILITY ARISING OUT OF OR RELATING TO THE THIRD-PARTY COMPONENTS OR THE THIRD-PARTY DATA.
- 7.3 Exceptions.** NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 7.1 AND SECTION 7.2 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. INDEMNIFICATION.

- 8.1 Indemnification by Mark43.** Mark43 will defend, indemnify and hold harmless Subscriber and its Authorized Users, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and expert and consulting fees) in connection with any third party claim arising after the Effective Date that the use of the SaaS Services (excluding any open source software) in accordance with this Agreement infringes or misappropriates the United States intellectual property rights of third party; provided, however, that the foregoing obligations shall be subject to Subscriber (a) promptly notifying Mark43 of the claim, (b) providing Mark43 with reasonable cooperation in the defense of the claim when Subscriber becomes aware and (c) providing Mark43 with sole control over the defense and negotiations for a settlement or compromise; provided, however, that Mark43 shall not enter into any such settlement without Subscriber's prior written consent, which consent will not be unreasonably withheld, and that Subscriber shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing. Notwithstanding the foregoing, Mark43 shall have no obligation with respect to a third party claim to the extent the third party claim arises from: (s) claims arising out of acts or omissions of Subscriber or its users, employees or contractors; (t) claims brought by Subscriber or its Affiliates or Authorized Users; (u) claims arising from the use of old versions software after receipt of modified or updated versions of software; (v) claims arising from the use of Third Party Applications, Third Party Components or Third Party Data; (w) claims arising from any data, product specifications, information or materials provided by Subscriber hereunder, when used in connection with the SaaS Services or any customization or configuration made to the SaaS Service proposed by or provided by Subscriber under a Statement of Work; (x) use of the SaaS Services in combination with modules, apparatus, hardware, software, or services not authorized by Mark43 or specified in the Documentation for use with the SaaS Services; (y) use of the SaaS Services in a manner that is not in accordance with this Agreement or the Documentation; (z) the alteration or modification of the SaaS Services by a party other than Mark43, unless such alterations and modifications were authorized by Mark43 or specified in the Documentation for use with the SaaS Services.
- 8.2 Indemnification by Subscriber.** Except where prohibited by law, Subscriber will defend, indemnify and hold harmless Mark43 and its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and expert and consulting fees) in connection with (I) any third party claim arising from or relating to (i) any allegation that any data, product specifications, information or materials provided by Subscriber hereunder, including, without limitation, the Subscriber Data and Third Party Applications, when used in connection with the SaaS Services or any customization or configuration made to the SaaS Service proposed by or provided by Subscriber under a Statement of Work: (a) infringes or misappropriates any Intellectual Property Rights of a third party, or (b) violates any Applicable Laws; (ii) the actual or alleged violation of Applicable Law by Subscriber, any Authorized User, or any Affiliate, employee, agent or independent contractor of Subscriber; or (iii) Subscriber's breach of this Agreement; provided, however, that the foregoing obligations shall be subject to Mark43 (x) promptly notifying Subscriber of the claim, (y) providing Subscriber with reasonable cooperation in the defense of the claim and (z) providing Subscriber with sole control over the defense and negotiations for a settlement or compromise; provided, however, that Subscriber shall not enter into any such settlement without Mark43's prior written consent, which consent will not be unreasonably withheld, and that Mark43 shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing; (II) disabling a connection to a Third Party Application at Subscriber's request; (III) Subscriber's actions or failure to act, resulting in any third-party claim for personal injury or death, damage to personal property or reputation, environmental damage, interference with contract or

employment, or violation of privacy; (IV) any request pursuant to a judicial or governmental order or other similar process, including but not limited to a subpoena or FOIA request or discovery request, seeking the disclosure of any Subscriber Data or other information collected or maintained by Mark43 in connection with the SaaS Services. For the avoidance of doubt, and without limiting the foregoing, Subscriber hereby acknowledges that Mark43 shall have no implicit or explicit obligation to challenge, oppose or defend against any request described in Clause (IV) of this subsection unless and until Subscriber reaffirms that it will honor its indemnification obligations as provided herein.

9. MISCELLANEOUS.

- 9.1 Notices.** Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below or such other addresses as the respective parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first:

If to Mark43:

Mark43, Inc.
28 E. 28th Street
12th Floor
New York, NY 10016
Attn: David Jochim
Email: dave@mark43.com

Copy to:
Mark43, Inc.
28 E. 28th Street
12th Floor
New York, NY 10016
Attn: General Counsel
Email: contractnotices@mark43.com

If to Subscriber:

See the Master Agreement.

Copy to:

See the Master Agreement.

- 9.2 Assignment.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the consent of the other party, assign or otherwise transfer this Agreement to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.
- 9.3 Dispute Resolution.** In the event of a dispute arising under or relating to this Agreement, the parties agree to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act ("FAA"). All disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (AAA) then in effect, which is available at the AAA website www.adr.org. If those rules conflict with this provision, this provision shall control. The arbitration shall be conducted before a panel of one or more arbitrators. The arbitrator(s) shall be selected from the AAA's National Roster of Arbitrators pursuant to agreement between the parties or through selection procedures administered by the AAA. The arbitration may be conducted in person, through the submission of documents, by phone or online. If conducted in person, the arbitration shall take place in New York, New York. The arbitrator(s) shall determine the matters in dispute strictly in accordance with the terms of this Agreement and the substantive law of the State of New York, excluding its principles of conflicts of laws, except that the interpretation and enforcement of this arbitration provision shall be governed by the FAA. The parties agree that New York, New York, USA is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision herein is found to be unenforceable.

The award of the arbitrator(s) shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues or accountings presented or pled to the arbitrators, provided that THE ARBITRATOR(S) SHALL HAVE NO AUTHORITY TO AWARD EITHER PARTY ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS), OR ATTORNEYS' FEES OR COSTS. The parties may litigate in court and shall submit to the personal jurisdiction of the federal and state courts located in New York, New York, USA, for any action to do the following: (i) to compel arbitration; (ii) to stay proceeding pending arbitration; (iii) seek injunctive or other equitable relief to prevent the actual or threatened infringement, misappropriation or violation of a its copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, including any provisional relief required to prevent irreparable harm; (iv) to protect or defend the ownership, validity or enforcement of any intellectual property rights; (v) or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. The parties agree that New York, NY USA is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision herein is found to be unenforceable.

The arbitration award and record, and any Confidential Information that is used at or in connection with the arbitration shall not be disclosed to third parties by the arbitrator(s) or the parties without the prior written consent of both parties. Neither the fact that the arbitration occurred nor the result of the arbitration shall be admissible in evidence in a subsequent proceeding brought on the same claims that were presented at the arbitration.

- 9.4 Force Majeure.** Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
- 9.5 No Waiver.** The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.
- 9.6 Amendment.** No modification, change or amendment to this Agreement shall be effective unless in writing signed by Subscriber and Mark43. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document in connection with this Agreement will be effective unless expressly stated otherwise in a separate writing signed by Subscriber and Mark43.
- 9.7 Relationship of the Parties.** The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.
- 9.8 Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.
- 9.9 Headings.** The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.
- 9.10 Counterparts.** This Agreement may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original signatures.
- 9.11 Cumulative Remedies.** All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- 9.12 Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.
- 9.13 Compliance with Laws.** Each party shall comply with all Applicable Laws relating or pertaining to the use of the Services. Subscriber shall ensure that its use of all Subscriber Data complies with all Applicable Laws relating to the privacy of third parties or the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the End User Data covered by this Agreement. “**Applicable Laws**” means all applicable provisions of all (x) constitutions, treaties, statutes, laws (including the common law), rules, directives, regulations, ordinances, codes or orders of any governmental authority and (y) orders, decisions, injunctions, judgments, awards and decrees and consents of or agreements with any such entity. Each party shall comply with local anti-bribery laws as well as the U.S. Foreign Corrupt Practices Act, as well as any other applicable laws and regulations. In connection with its performance under the Agreement, neither party shall directly or indirectly: (A) offer, pay, promise to pay, or authorize the payment of any money, gift or other thing of value to any person who is an official, agent, employee, or representative of any government or instrumentality thereof or to any candidate for political or political party office, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing of value will be offered, given, or promised, directly or indirectly, to any such official, agent, employee, or representative of any government or political party, political party official or candidate; (B) offer, promise or give any person working for, or engaged by, the other party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; or (C) request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement. Each party represents and warrants that it shall be responsible for compliance with this provision by all third parties engaged by it to perform services related to this Agreement and shall require that such third parties agree to comply with all legal requirements required of such party under this Agreement.
- 9.14 Certain Waivers Unenforceable.** Subscriber agrees that it will not ask Mark43, or any Mark43 employee or contractor, to sign a document that waives liability for property damage, injury, or death that occurs on Subscriber's real property or property (such as vehicles) that is owned or controlled by Subscriber, or in the course of performing a ride-along or comparable activity with Subscriber's personnel. Subscriber further agrees that any waiver signed by a Mark43 employee or contractor is null, void, and unenforceable against Mark43 and its employees and contractors.
- 9.15 Entire Agreement.** This Agreement supersedes all previous understandings, agreements and representations between the parties, written or oral and constitutes the entire agreement and understanding between the parties with respect to the subject matter thereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.
- 9.16 Supporting Documents.**

The following documents are, by this reference, expressly incorporated into this Agreement and are collectively referred to herein as the “Supporting Documents:”

- Schedule A: Services Schedule
- Schedule B: Transition Assistance
- Schedule C: Technical Requirements
- Schedule D: Additional License Terms
- Schedule E: Data Processing Addendum

This Agreement and the Supporting Documents shall be construed to be mutually complimentary and supplementary whenever possible. In the event of a conflict that cannot be resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the Supporting Documents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MARK43, INC.

CITY OF VANCOUVER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

Services Schedule

Intentionally Omitted. See the Master Agreement.

SCHEDULE B
Transition Assistance

Intentionally Omitted. See the Master Agreement.

SCHEDULE C

Technical Requirements

This Schedule lists the minimum technical requirements required for Mark43's RMS, CAD, Evidence Management and Data Exchange applications. This also describes the requirements for Mark43 interface servers. Third Party Providers and subcontractors may have additional requirements that are not listed here.

1. MARK43 RMS

1.1 RMS Workstation Requirements

Item	Minimum	Recommended
Operating System	Windows 7+, Apple OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core processor	1x dual-core processor or greater
Architecture	x64 / x86	x64
Memory	4 GB	6 GB+
Network Card	1x 2Mbps+ NIC	1x 10Mbps+ NIC
Display(s)	1x 1024x768	1 x 1920x1080
Hard Drive	1 GB available space	5 GB available space
Graphics Card	N/A	N/A
Bandwidth	2 Mbps	5+ Mbps

1.2 RMS Workstation Site Internet Requirements

The Mark43 platform operates as a single-page application where most of the heavy download load is needed only on initial page load for each user. Mark43 recommends for the RMS application an overall internet bandwidth connection of 1+ Mbps per concurrent user using that connection. Actual performance and usage may vary greatly depending on user usage of other internet-connected applications and your ISP.

1.3 RMS Browser Requirements

Mark43 RMS is web-based and requires a modern web browser to access the system. Mark43 RMS supports all versions of Microsoft Internet Explorer and Google Chrome that receive technical support and security updates from the browser vendor.

- Google Chrome (latest)
- Microsoft Internet Explorer: All versions of Microsoft Internet Explorer that receive technical support and browser updates. (As of 1/1/2019 this is IE 11+, Microsoft Edge)

1.4 RMS Mobile Data Terminal Requirements

Item	Minimum	Recommended
Operating System	Windows 7+, Mac OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core processor	1x dual-core processor or greater
Architecture	x64 / x86	x64
Memory	2 GB	4 GB+
Network Card	2 Mbps (4G LTE)	5+ Mbps (4G LTE)
Display(s)	1x 1024x768	1x 1024x768+
Hard Drive	1 GB available space	5 GB available space
Graphics Card	N/A	N/A

2. MARK43 CAD

2.1 CAD Call Taker / Dispatcher Workstations

Mark43 recommends solely using the Mark43 CAD installed windows application for CAD call takers and dispatchers. The installed application allows for multi-window functionality and a more seamless user experience for power-users of the CAD application.

Item	Minimum	Recommended
Operating System	Windows 7+, Mac OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core processor	1x quad-core processor or greater
Architecture	x64	x64
Memory	4 GB	8 GB+
Network Card	1x 2Mbps+ NIC	1x 10 Mbps+ NIC
Display(s)	1 x 1024x768 monitor	2x+ 1920x1080 monitors
Hard Drive	1 GB available space	5 GB available space
Graphics Card	128 MB of video memory	2x 512MB NVIDIA Quadro NVS 310, 4 MON
Bandwidth	2 Mbps	10+ Mbps

2.2 CAD Call Taker / Dispatcher Workstation Site Internet Requirements

The Mark43 platform operates as a single-page application where most of the heavy download load is needed only on initial page load for each user. Mark43 highly recommends for the CAD application an overall internet bandwidth connection of 2+ Mbps per concurrent user using that connection and a backup ISP connection with automatic failover. Actual performance and usage may vary greatly depending on user usage of other internet-connected applications and your ISP.

2.3 CAD First Responder Mobile Data Terminal Requirements

Item	Minimum	Recommended
Operating System	Windows 7+, Mac OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core Processor	1x dual-core processor or greater
Architecture	x64	x64
Memory	2 GB	4 GB+
Network Card	2 Mbps+ (4G LTE)	5 Mbps+ (4G LTE)
Display(s)	1 x 1024x768	1 x 1024 x 768
Hard Drive	1 GB available space	5 GB available space
Graphics Card	128 MB of video memory	N/A
Bandwidth	2 Mbps+ (4G LTE)	5 Mbps+ (4G LTE)

2.4 Mark43 CAD Web Application (First Responder & Dispatch)

Mark43 CAD is also web-based and requires a modern web browser to access the system. Mark43 CAD is only supported for the latest version of Google Chrome. All other users are recommended to use the installed version of the application.

2.5 GPS Pinger

Item	Minimum	Recommended
Operating System	Windows 7+	Windows 10
Architecture	x32	x64
Network Card	2 Mbps+ (4G LTE)	5 Mbps+ (4G LTE)

Other requirements:

- Powershell that is installed with Windows 7+
- .Net Framework v.2.0.50727 or v.4.0
- Java jre 8u162
- To support legacy passthrough, com0com driver required and dedicated COM ports set up
- Admin access is required for installation
- Service account set up with "Log in as service" permissions
- Verified Hardware:
 - * Getac machines with internal GPS (BAUD rate of 96k)
 - * BU-353S4 receivers that plug in
- Supported:
 - * GPS Receiver using NMEA standard (that is to say \$GPxxx messages) with a dedicated COM port
- External Antenna strongly recommended

3. MARK43 EVIDENCE MANAGEMENT

3.1 Evidence Workstation Requirements

Evidence workstation requirements mirror the RMS workstation requirements, as evidence is loaded as a module of the RMS.

3.2 Evidence Smartphone Mobile Application

- **Platforms:**
 - Android version 5+
- **Recommended Device:**
 - Samsung Galaxy S7+

3.3 Evidence Barcode Printer Requirements

Mark43 Evidence product requires a barcode printer to optimize the evidence management process. Mark43 integrates seamlessly with Zebra barcode printing hardware and requires the following printer:

- ZD420 model number ZD42043-C01E00EZ
- 2000T label
- 5095 Premium Resin ribbon (05095CT11007)
 - Ribbon roll-only (05095GS11007)

3.4 Evidence Printer Server Requirements

The complexity with barcode printing stems from making our website communicate with physical hardware on premises with our clients. We cannot rely on Chrome/Internet Explorer's built in printing functionality because they do not support the Zebra printing language we use for labels. In order to communicate with the barcode printers we will need an intermediate server to route printing requests. This machine can be the same machine as the Interface Servers specified below or standalone in which case it will need the following specifications:

- 2 GB RAM
- 32 GB HDD Storage
- 2 x 2.0+ GHz Processors

4. MARK43 DATA EXCHANGE

The Mark43 Data exchange functionality is enabled through either the RMS or CAD applications. Additional interface servers may be required to support Mark43 Data Exchange data flows, depending on the department's size and complexity.

5. MARK43 INTERFACE SERVERS

If 3rd party integrations are required, interface server(s) may be installed on site. The requirements of an interface server are as follows. The recommended number of interface servers needed depends on the interface requirements of the agency as well as the number of users supported by the data exchange product.

Item	Minimum	Recommended
Operating System	CentOS 7	CentOS 7
Processor speed & quantity	4x CPUs	8x+ CPUs
Architecture	x64 / x86	x64 / x86
Memory	8 GB	16+ GB
Network Card	1x 100 Mbps NIC	2x 1Gbps NICs
Display(s)	N/A	N/A
Hard Drive	250 GB	500 GB
Graphics Card	N/A	N/A

SCHEDULE D

Additional Terms

Intentionally Omitted. See the Master Agreement.

SCHEDULE E

Mark43 Data Processing Addendum

Intentionally Omitted. See the Master Agreement.

Police Department

STATEMENT OF WORK

mark43

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Introduction

This statement of work (hereinafter “SOW”) which is attached to the Agreement as Exhibit A, details the effort necessary by Mark43 (hereinafter “Contractor”) to implement for its Records Management System (RMS) and Evidence applications, along with interfaces to third party software as specified herein (hereinafter “System”) for the City (or “Agency”).

The Parties understand and agree that the System is intended to serve the City. Contractor agrees to work cooperatively with the City through each project task to ensure the System meets requirements. The Contractor will be responsible for all project tasks specified in the SOW, including building interfaces, data conversion/migration, testing, implementing, document provision, training, go-live and maintenance support. Notwithstanding the foregoing, or anything to the contrary in the Agreement, this SOW, or any other agreement, the Agency agrees and understands that it, and not the Contractor, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers in connection with the interfaces, and for paying all fees, costs and expenses of Third Party Providers.

The SOW guides the primary activities and responsibilities for implementation of the System. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party and identifies the criteria by which a task will be considered complete.

The SOW includes the following Attachments:

- **Attachment A – Initial Project Schedule** (to be finalized after Project Kickoff Meeting)
- **Attachment B – Training Methodology** (to be finalized by Contractor and the Agency during implementation)

Project Team Structure

The Contractor’s project implementation team will consist of the following personnel:

ROLE	RESPONSIBILITIES	POC(s)
Project Executive Sponsor	Escalation point for issues that arise beyond the project level	Dave Jochim <i>Chief Customer Officer</i> Allan Machiewicz <i>Director of Implementation</i>
Project Team	The Mark43 Project Team will work closely with Agency Project Manager, Workflow Decision Makers, and Superusers through the implementation	Matt Neal <i>Implementation Manager</i>

	<p>process. The Implementation Manager will be the Agency’s primary point of contact. This team will assist Agency Personnel in creating analytics which require Contractor systems. During the Department Assessment Mark43 will work with the Agency to identify core workflows and processes. Following the Department Assessment, the Mark43 Project Team will propose workflows as part of the Future State Analysis.</p>	<p>Joni Fleischer <i>Implementation Lead</i></p>
<p>Technical Services Team</p>	<p>The Contractor’s Technical Services Team is responsible for determine the scope of data migrations and any technical integrations between Contractor systems and other Third Party Vendor systems. This team will work closely with Agency IT personnel to ensure integration and data migration timelines are met.</p>	<p>Karen Xiao <i>Technical Services Engineer</i></p>
<p>Operational Support Team</p>	<p>The Contractor Operational Support Team is responsible for training Agency personnel and developing Agency training documentation in accordance with Contractor’s training methodology. The Contractor Operational Support Team representatives will also be responsible for providing user support during and after cutover to Contractor systems.</p>	<p>Greer Davis <i>Director of Operational Support</i></p>

The Agency’s Project Team should consist of designated personnel agency with the various skill sets, knowledge and backgrounds required to implement the new systems. The following list identifies the recommended Project Team roles and corresponding responsibilities

ROLE	RESPONSIBILITIES	POC(s)
<p>Executive Sponsor</p>	<p>Executive sponsors and escalation point in the Agency for issues that arise beyond the project level. Responsible for making decisions on recommended business process changes and other related items</p>	

Project Manager	Contractor’s primary point of contact in the Agency during the implementation process. Responsible for the day-to-day coordination of project activities with the Agency Project Team and with the Contractor Implementation Manager	
Working Group Leaders	Leaders from various functional groups within the Agency who have the expertise to opine on workflows and the authority to make decisions on changes to workflows at launch. These Working Group Leaders will serve as the lead Agency representative for their respective working groups (see below).	

Throughout the implementation, Working Groups that include representatives from the Contractor and the Agency will be responsible for supporting, informing, and making decisions on the various tasks required for launch. The Working Group Leaders will be empowered with the authority to act as the final decision-maker for changes in System-related workflows, as needed.

Working Groups should include individuals who are able to answer specific questions about their area of responsibility. Additional Working Groups may be required based on the unique needs of the Agency.

WORKING GROUP	RESPONSIBILITIES	POC
Patrol (Officers and Supervisors)	Review and sign off on business processes related to first responder, patrol, and patrol supervisor workflows in Contractor systems based on expert knowledge of department policies	
Investigations (Detectives & Supervisors)	Review and sign off on business processes related to investigations and case management, to include detective and detective supervisor workflows in Contractor systems based on expert knowledge of department policies	
Records	Review and sign off on business processes related to records workflows, to include answering public information requests and expungements.	
Property & Evidence	Review and sign off on business processes related to property room	

	workflows, to include logging and tracking evidence in Contractor systems based on expert knowledge of department policies	
Booking	Review and sign off on business processes related to the booking and processing of arrestees in Contractor systems based on expert knowledge of department policies	
UCR/NIBRS	Review and sign off on business processes related to monthly UCR or NIBRS reporting based on expert knowledge of department policies	
Crime Analysis	Review and sign off on business processes related to statistical analysis of data in Contractor systems based on expert knowledge of department policies and needs.	
GIS	Responsible for providing the Contractor Implementation Manager with shapefiles prior to cutover (Mark43 will provide shapefile format and example). Post-cutover, agency IT is responsible for maintaining shapefiles	
NTECC Communications & Dispatch	Review and approve on business processes relation to Communications, call-taker, and dispatcher workflows in Contractor systems based on expert knowledge of Agency policies	
Technology	<ul style="list-style-type: none"> ● Identify scope and provide documentation for any data migration ● Identify scope and provide documentation for any interfaces ● Identify technical gaps between existing systems and Contractor systems ● Define technical standards ● Introduce Third Party Vendors or other technical experts as needed to facilitate project goals 	

	<ul style="list-style-type: none"> ● Perform data conversion and migration ● Develop interfaces to and from RMS 	
Policy & Change Management	<ul style="list-style-type: none"> ● Review business processes with the Agency and external agencies ● Identify areas of improvement in conjunction with the cutover to the Mark43 RMS ● Draft policy, Administrative Directive, General Order, or Standard Operating Procedure changes for approval by Agency Sponsor(s) ● Define report approval processes ● Implement new policy, Administrative Directives, General Orders or Standard Operating Procedures at launch 	
Communication	<ul style="list-style-type: none"> ● Establish communication matrix ● Work with Contractor utilizing multiple vehicles to market new tools and processes, including, but not limited to: <ul style="list-style-type: none"> ○ Newsletters ○ Formal presentations ○ Surveys ○ Web page updates ○ Informal small group meetings ○ Brown bag lunch workshops 	
Training	<ul style="list-style-type: none"> ● Develop training plan and training material for end users, Trainers, and system administrators ● Schedule training sessions for all user groups ● Track and report training progress to the Contractor Project Team and Agency Project Manager 	

Support	<ul style="list-style-type: none"> ● Define support model for Contractor systems ● Establish connections to existing Agency IT support (e.g. Help Desk) 	
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Project Management Guidelines

Project management occurs throughout the project and is a component of every task. Overall project management activities for both Contractor and the Agency are listed here for reference.

The Contractor’s project management responsibilities include the following:

- Maintaining project communications with the Agency Project Manager
- Managing the efforts of the Contractor Project Team and coordinating Contractor’s activities with the Agency Project Manager
- Managing the efforts of subcontractors (if any) used by Contractor in the performance of the project
- Conducting monthly on-site status meeting with the Agency Project Manager
- Conducting weekly project review meetings with the Agency Project Manager via web conference.
- Responding to project management etiquette issues raised by the Agency Project Manager within five (5) calendar days
- Explore hosting a communications application that facilitates asynchronous communication and project tasking
- Maintaining a list of project risks
- Preparing and submitting monthly status reports which include: the accomplishments of the previous month; planned activities; and any updates to the project schedule
- Ensuring Contractor personnel have ample time, resources, and expertise to carry out their respective tasks and responsibilities

Agency project management responsibilities include the following:

- Maintaining project communications with the Contractor Implementation Manager
- Managing the efforts of Agency personnel and coordinating Agency activities with the Contractor Implementation Manager

- Ensuring that Agency personnel have ample time, resources and expertise to carry out their respective tasks and responsibilities
- Participating in status meeting with the Contractor Implementation Manager on a monthly basis, or as may otherwise be reasonably required, to discuss project status
- Participating in weekly project review meeting with the Contractor Implementation Manager via web conference calls
- Providing responses to issues raised by the Contractor Implementation Manager via web conference calls
- Providing workspace for Contractor personnel, as reasonably requested

Statement of Work Task Format

Each task identified in the SOW includes the following:

- Task Description
- Contractor/Agency Participants
- Prerequisites
- Deliverables
- Contractor/Agency Responsibilities
- Completion Criteria

The tasks defined in the SOW may not be listed chronologically, and the actual project implementation tasks and timelines will follow the mutually agreed to Project Schedule, unless otherwise noted.

Initial Project Tasks

The following tasks must occur prior to the start of the project and include the Contractor and Agency Project Teams.

Project Kick-Off Meeting

The objective of this task is to ensure that all project assumptions are valid and all requirements understood prior to beginning any significant work. A meeting for project kick-off will be held onsite after the Contract has been executed. During this meeting, the following topics will be covered:

- Logistics
 - Facilities tour, conducted by the Agency Project Manager
 - CJIS Compliance Training and Documentation which will include signing a Vendor Agreement Addendum and reviewing a training slide deck.
 - Facilities access and security requirements (during and after normal business hours)
 - Work space requirements for Contractor personnel while onsite will be provided to Agency two weeks in advance.
- Project Organization, Roles, and Responsibilities
 - Project team members and contact information
 - Communication Plan
 - Project overview (high level review of the SOW and its Attachments, and the Master Services Agreement and its Exhibits)
 - High level review of product and project deliverables
- Known project risks

Contractor Team Participation

- Project Executive Sponsor
- Project Team Representative(s)
- Technical Services Team Representative(s)

Agency Team Participation

- Executive Sponsor
- Agency Project Manager

- All Working Group Leaders

Prerequisites

- Contract signed
- SOW distributed to relevant Project Team members

Deliverables

- Project kick-off meeting notes

Contractor Responsibilities

- Review the project organization, roles, and responsibilities with the Agency
- Conduct a project overview including a review of the SOW to answer any outstanding questions and verify all aspects of the Project approach, per the topics listed above
- Work with the Agency to identify and document any potential project risks
- Provide communication plan proposal and manage any resources required
- Provide meeting minutes, documented risks, and action items outlining anything that may affect project schedule, resources, and/or SOW
- Inform Agency of VPN requirements for project implementation and continued system maintenance

Agency Responsibilities

- Review the SOW and work with the Contractor to verify the project approach
- Provide location and logistical support for project planning meeting
- Provide a complete list of stakeholders, to include Working Group Leaders and Working Group POCs, and any other resources as recommended by the Agency and the Contractor Implementation Team

Completion Criteria

This task is considered complete after the on-site Project Kick-off Meeting with Contractor representatives in attendance; and upon delivery of the meeting minutes to the Agency and a mutually agreeable draft schedule has been prepared for the completion of the Project Schedule Review.

Project Schedule Review

The initial Project Schedule is Attachment A to this SOW. The Project Schedule identifies all tasks to be completed by the Contractor and the Agency during the lifecycle of the project, the responsible party for each task and the project milestones.

During this task, the Contractor and Agency Project Manager, as well as the Agency Executive Sponsors, and other Agency and/or Contractor personnel who can assist in scheduling decisions, will meet to review the schedule. The Contractor and Agency will verify the availability of resources to complete scheduled tasks and adjust the schedule by mutual agreement to accommodate any known variations in availability. The Contractor Implementation Manager will update the project schedule. The Contractor will deliver a final project schedule for Agency review within seven (7) calendar days of completing the Project Schedule Review meeting.

The Project Schedule will be updated weekly by the Contractor, throughout the course of the Project. All changes to the schedule will be mutually agreeable. Any schedule changes that occur will be a part of the weekly Project Status Report provided by the Contractor Implementation Manager.

Contractor Team Participation

- Project Team Representative(s)

Agency Team Participation

- Executive Sponsor
- Agency Project Manager

Prerequisites

- Project Kick-off meeting

Deliverables

- Completed Project Schedule

Contractor Responsibilities

- Present and discuss Project Schedule
- Update Project Schedule with Agency and make changes and/or corrections that are mutually agreed
- Administrative Tasks (agenda, meeting minutes, schedules, etc)

Agency Responsibilities

- Provide input to the Project Schedule
- Commit resources to be available when required per the Project Schedule
- Review and approve the final Project Schedule within fourteen (14) calendar days of submittal by the Contractor

Completion Criteria

This task is considered complete upon Agency approval of the Project Schedule resulting from the Project Schedule Review.

System Hardware Review

The objective of this task is to ensure the Agency's hardware and operating system server software can support the System.

As part of this task, the Contractor will facilitate a discussion with the Agency regarding the Agency's hardware and network environment. The Agency will also need to order any hardware and system software for which it is responsible, and which is needed to establish the System's functionality (e.g. Zebra label printers, smartphone for mobile evidence scanner, integration servers). Contractor will identify the quantity of hardware and system software at least 30 days in advance of requirement.

Contractor Team Participation

- Project Team Representative(s)
- Technical Services Team Representative(s)

Agency Team Participation

- Agency Project Manager

- Technology Working Group Leader
- Technology Working Group Representative(s)

Prerequisites

- Project Kick-off Meeting

Deliverables

- Final list of hardware and/or software required for the Agency to establish the System's functionality

Contractor Responsibilities

- Review and validate the specific hardware and software requirements with the Agency
- Administrative Tasks (agenda, meeting minutes, schedules, etc)

Agency Responsibilities

- Order hardware and operating software required to establish the System's functionality

Completion Criteria

This task is considered complete after the Contractor has reviewed and validated the hardware and software requirements, and the Agency has ordered any required System hardware and/or software.

Implementation Tasks

Department Assessment

The Contractor will conduct an onsite Department Assessment early in the project lifecycle with stakeholders from various Agency working groups. The purpose of the Department Assessment is to enable the Contractor to gain an understanding of the current report-writing and records management workflows in place. Additionally, these sessions are designed to help the Contractor and Agency begin to determine the most effective and efficient use of the proposed solution before it is implemented.

Following the conclusion of the Department Assessment, the Contractor will develop an Implementation Plan document. This document will provide a summary of the Agency's RMS business processes, as discussed during the Department Assessment meetings, and provide a plan for the implementation of the

System. The document will also list any decisions and issues identified during the session. The Contractor will provide the Implementation Plan to the Agency for review and incorporate any Agency feedback and comments into the final version.

Contractor Team Participation

- Project Team Representative(s)
- Technical Services Team Representative(s)

Agency Team Participation

- Agency Project Manager
- All Working Group Leaders
- All Working Group Representatives

Prerequisites

- Project Kick-off Meeting
- Project Planning Meeting
- CJIS compliance documented

Deliverables

- On-site visit agenda
- Draft Implementation Plan
- Final Implementation Plan

Contractor Responsibilities

- Develop Department Assessment materials, including an agenda
- Conduct Department Assessments sessions
- Document Department Assessment findings
- Develop draft Implementation Plan
- Incorporate Agency comments and deliver final Implementation Plan document

Agency Responsibilities

- Coordinate Department Assessment sessions with Contractor

- Identify Department Assessment attendees and ensure they attend the session
- Provide meeting room(s) for Department Assessment sessions
- Review and approve the Implementation Plan for completeness and accuracy

Completion Criteria

This task is considered complete when the Agency accepts the final Mark43 Implementation Plan incorporating Agency feedback and comments.

Interface Control Documentation

The goal of this task is to identify products and/or databases with which the Mark43 RMS is to be interfaced, and obtain the specific information needed to configure the interfaces and develop an Interface Control Document (ICD) for each RMS interface. The Agency will introduce the Contractor to third parties – including other vendors, state agencies, and local agencies – that control products and/or databases with which Mark43 products are to be interfaced. The Contractor is responsible for ensuring that the third party points of contact are the appropriate source of information needed to develop the ICDs and for mutually agreeing with Third Party Providers on the operational and technical interface requirements.

The Contractor will speak with the provided points of contact, research interface requirements and gather any available documentation that can clarify data schema, protocols, and query specifications the Contractor needs to develop and test the interfaces. The Contractor will finalize the ICDs and deliver the final documents to the Agency for approval of the functional content of the ICDs. The Contractor is responsible for ensuring the technical accuracy of the ICDs.

Contractor Team Participation

- Project Team Representative(s)
- Technical Services Team Representative(s)

Agency Team Participation

- Agency Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)
- Third Party Provider Integration Stakeholder(s)

Prerequisites

- Project Kick-off Meeting
- Project Planning Meeting
- CJIS Compliance obtained

Deliverables

- Interface Control Documentation for the following integrations:
 - See Schedule A in Software License and Services Agreement

Contractor Responsibilities

- Lead the interface requirements gathering process, tracking outstanding items requiring resolution
- Convene with Agency and third party points of contact to gather information required to develop ICDs
- Ensure that third party points of contacts are appropriate sources of information necessary to develop ICDs
- Mutually agree with the Third Party Providers on the functional and technical interface requirements
- Gather all commercially available interface data detailed schema, protocols, and query specifications, as needed
- Review ICDs with Agency and incorporate feedback
- Finalize ICDs for Agency review and approval of functional content
- Develop, test, and implement interfaces specified in the Phase I interface list in Schedule A.

Agency Responsibilities

- Provide points of contact who are knowledgeable of the workflow and data requirements for each Agency hardware and software component with which the System will interface
- Provide or coordinate with persons who can provide Contractor with schema, protocols, and query specifications for Agency hardware and software components with which the System will interface
- Introduce Contractor to a primary point of contact for third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which the System is to be interfaced

- Respond to Contractor questions and requests for information in a timely manner
- Enter into agreement(s) and/or statement(s) or work with Third Party Providers outlining any responsibilities of each Third Party Provider in connection with the interfaces and agreeing to pay related costs, expenses and fees of Third Party Providers
- Review and approve the content of the final ICDs

Completion Criteria

This task is considered complete when the Agency has reviewed and approved the content of the finalized ICDs.

Data Conversion Study, Data Conversion and Converted Data Validation

The Contractor will analyze legacy RMS databases that are candidates for conversion into the Mark43 RMS and produce an initial mapping of legacy RMS data fields to the corresponding fields in the Mark43 RMS database tables. The Agency will extract and send the data to be converted. The Agency and the Contractor will jointly validate the converted data. The scope of the data conversion is limited to data within the legacy RMS, legacy Evidence and Microsoft Access platforms and databases.

The Contractor will conduct weekly phone calls (total number of sessions to be determined) to gather information about legacy RMS and application database(s) that are candidates for conversion into the Mark43 RMS. During this period, the Contractor will:

- Interview Agency subject matter experts
- View legacy data in the current system(s) to see where it might fit in the Mark43 RMS database
- Examine documentation and sample data from the legacy system(s)

At the conclusion of the analysis, the Contractor will produce a Data Conversion Study document that contains:

- A high-level discussion outlining the conversion of legacy RMS and application data into the Mark43 RMS (i.e. General conversion strategy overview, outline of proposed rounds/phases of RMS conversion to Mark43 RMS, outline of an initial timeline for conversion of legacy RMS and application data to Mark43 RMS)

- Identification of functional areas of the legacy system(s) that are considered good candidates for conversion and those areas that are not considered good candidates, along with reasons why the functional areas are classified as “good” or “not good” candidates for conversion
- The historical timeframe of the data to be converted

Contractor Team Participation

- Project Team Representative(s)
- Technical Services Team Representative(s)

Agency Team Participation

- Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)
- Records Working Group Leader
- Records Working Group Representative(s)

Prerequisites

- Project Planning Meeting
- CJIS compliance obtained

Deliverables

- Mark43 RMS Data Conversion Study
- Agency data to be converted extract
- Validate converted data in the Mark43 database

Contractor Responsibilities

- Remotely gather information necessary to analyze legacy RMS data conversion options.
- Produce the Mark43 RMS Data Conversion Study.
- Convert data provided by Agency and insert into Mark43 database.

Agency Responsibilities

- Supply a subset of data to the Contractor Technical Services Team for use in the analysis and data mapping for data conversion.
- Ensure Working Group Representatives who understand the structure and the use of legacy RMS. data are available to work with the Contractor Technical Services Team for the duration of this task
- Provide additional data or scrubbed data based on feedback from the Contractor Technical Services Team, if requested.
- Extract and send to Mark43 data to be converted and stored in the Mark43 database.

Completion Criteria

This task is considered complete upon the Agency's acceptance of the Mark43 RMS Data Conversion Study and Agency data is converted and stored in the Mark43 database.

- Mark43's process for validating migrations is separated into the following components: 1) Entity Count Validation 2) Field Level Validation 3) Application Functionality Validation 4) NIBRS Validation

System Configuration

The Contractor will setup and configure:

- Users
- Roles (user groups and associated permissions)
- Offense codes and charge codes
- Incident Report Types
- Report Forms
- Analytics
- Shapefiles

The Agency will then have access to the application and can begin informal parallel processing (user acceptance testing). After creation of the Agency tenant, the Contractor will access the application remotely for subsequent implementation tasks, including configuring components, setting up interfaces, conducting testing, and troubleshooting problems.

Contractor Team Participation

- Project Team Representative(s)

- Technical Services Team Representative(s)
- Operational Support Team Representative(s)

Agency Team Participation

- Agency Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)
- Records Working Group Leader
- Records Working Group Representative(s)

Prerequisites

- VPN access is available
- Completion of RMS hardware delivery and installation (if applicable)

Deliverables

- Mark43 RMS tenant for Agency

Contractor Responsibilities

- Create a tenant on the Mark43 platform for Agency with configuration of users, roles, offense codes, shapefiles
- Administrative Tasks (meeting minutes, agenda's, schedules, etc)

Agency Responsibilities

- Provide IT support and personnel, as required
- Provide list of all offense codes, charge codes, report forms and incident type codes to be used in Mark43 RMS in format specified by Contractor (e.g. Excel spreadsheet)
- Provide list of all users and corresponding roles/user groups in format specified by Contractor
- Provide shapefiles for the Agency's geographical jurisdiction

Completion Criteria

This task is considered complete when the Agency verifies that the tenant has been created and is accessible for parallel processing (user acceptance testing).

Interface Development

During this task, the Contractor will develop the Mark43 RMS interfaces outlined in the “Interface Control Documentation” section above. Once the interfaces have passed the Contractor’s internal testing, the interface software will be ready for implementation and testing.

Contractor Team Participation

- Project Team Representative(s)
- Technical Services Team Representative(s)

Agency Team Participation

- Agency Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)
- Third Party Provider Interface Stakeholder(s)

Prerequisites

- Agency review and approval of the ICDs
- Operation or availability of the external system or Third Party Provider software

Deliverables

- Interfaces developed per the approved ICDs
- Interface software deployed in the Production tenant for testing

Contractor Responsibilities

- Work with the required stakeholders to review interface requirements and design interfaces
- Develop interface software
- Conduct internal interface testing, prior to deployment

- Implement interface software and conduct integration testing
- Identify to the Agency any necessary certifications, and other related issues requiring Agency provided information - at least thirty (30) calendar days prior to scheduled interface installation

Agency Responsibilities

- Provide subject matter expertise to Contractor, as needed
- Provide Contractor with any available technical documentation on third party systems and how data can be accessed (Data dictionaries, entity relationship documents or ICDs for existing interfaces)
- Provide introductions to appropriate points of contacts with Third Party Providers
- Provide VPN accounts to the Contractor Technical Services Team to access the network for interface development, testing and maintenance
- Provide the following values to Contractor:
 - IP addresses for remote databases
 - Socket value for remote systems
 - Operator IDs (ORIs, terminal mnemonics, as needed by remote systems)
- Provide System Administrator support to the Contractor, as needed
- Enter into agreement(s) and/or statement(s) or work with Third Party Providers outlining any responsibilities of each Third Party Provider in connection with the interfaces and agreeing to pay related costs, expenses and fees of Third Party Providers

Completion Criteria

This task is considered complete when each interface (as defined in the ICD) is developed and tested in accordance with the ICDs.

Integration Testing

Once the RMS features and interfaces have been tested internally by the Contractor, the Contractor will make them available for integration and testing by the Agency. This level of testing is performed by the

Contractor, Agency and Third Party Provider interface stakeholders (and assumes that the Third Party Provider will make available any testing environment). The Contractor will perform this task remotely.

Contractor Team Participation

- Project Team Representative(s)
- Technical Services Team Representative(s)

Agency Team Participation

- Agency Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)
- Third Party Vendor Interface Stakeholder(s)

Prerequisites

- Completion of Interface Development

Deliverables

- Test plans for each integration, as mutually agreed on by the Contractor and respective Third Party Provider

Contractor Responsibilities

- Deploy interfaces to the Production tenant
- Conduct integration and testing activities

Agency Responsibilities

- Provide IT support and personnel, as required
- Facilitate introductions between Contractor and Third Party Providers, and assist in obtaining technical documentation and interface points required for the respective integration
- Enter into agreement(s) and/or statement(s) or work with Third Party Providers outlining any responsibilities of each Third Party Provider in connection with the interfaces and agreeing to pay related costs, expenses and fees of Third Party Providers

Completion Criteria

This task is considered complete when the Agency verifies that the Contractor has completed its integration and testing activities and receives notice that the Mark43 RMS is ready for functional testing.

Functional Testing

The Agency and Contractor will conduct functional testing of the System. Agency Working Group representatives will verify the operability of each functional item in test scripts provided by the Contractor. The Contractor and the Agency will jointly document and track the results of each test and the Contractor will have up to five (5) business days to propose a preliminary solution and delivery estimate for any functional item that fails a test. The Agency will re-test Contractor corrections and report the findings until issues are resolved.

Contractor Team Participation

- Project Team Representative(s)

Agency Team Participation

- Agency Project Manager
- Representatives from all Working Groups

Prerequisites

- Creation of a tenant for Agency with configuration of users, roles, incident report types, report forms, offense codes, analytics, and shapefiles
- Agency and Contractor mutual confirmation that the System is ready for testing

Deliverables

- Contractor-created test scripts to verify the operability of System features and workflows
- Documentation of any discrepancies and corrections and/or mutually acceptable workarounds
- Completion of the System Functional Testing

Contractor Responsibilities

- Certify all applicable software, systems and ancillary systems as ready for System functional testing
- Provide on-site assistance during functional testing, as needed
- Document and review any discrepancies identified during the functional testing process
- Correct any functional item that fails a test, provide a mutually acceptable workaround and/or propose a preliminary solution and delivery estimate for any functional item that fails a test

Agency Responsibilities

- Execute functional testing
- Track and document test results
- Retest Contractor corrections and/or mutually acceptable workaround

Completion Criteria

This task is considered complete when the System successfully passes the functional testing, as defined in the test scripts provided by the Contractor, and the Contractor has either provided solution(s) for the failed test(s) or; the Agency has approved a Contractor-provided workaround or plan for correction.

Policy/General Orders Review

The Contractor will assist the Agency in revising Policies, Administrative Directives, Standard Operating Procedures and General Orders for records management field reporting, evidence processing, case management, analytics, and any other duties documented within the Mark43 system. The Contractor will provide suggestions based on RMS product expertise and feedback from Functional Testing. The Contractor will assist the Agency in reviewing any documentation to ensure alignment with system functionality. The Agency is responsible for writing, disseminating and enforcing the new Policies, Administrative Directives, Standard Operating Procedures and General Orders prior to cutover to the System.

Contractor Team Participation

- Project Team Representative(s)

Agency Team Participation

- Agency Project Manager
- Executive Sponsor

- All Working Group Leaders
- Policy & Change Management Working Group Representative(s)

Prerequisites

- Completion of Functional Testing
- Delivery of current for records management field reporting, evidence processing, case management, analytics, and any other duties documented within the Mark43 system Policies, Administrative Directives, Standard Operating Procedures and General Orders to Contractor

Deliverables

- Revised Policies, Administrative Directives, Standard Operating Procedures and General Orders for records management field reporting, evidence processing, case management, analytics, and any other duties documented within the Mark43 system with the System

Contractor Responsibilities

- Review Agency's current Policies, Administrative Directives, Standard Operating Procedures and General Orders for records management field reporting, evidence processing, case management, analytics, and any other duties documented within the Mark43 system and recommended language changes, where applicable, based on product expertise and Functional Testing feedback
- Review draft revised Policies, Administrative Directives, Standard Operating Procedures and General Orders from Agency for product workflow accuracy
- Review final revised Policies, Administrative Directives, Standard Operating Procedures and General Orders from Agency for product workflow accuracy

Agency Responsibilities

- Identify appropriate points of contact for Policies, Administrative Directives, Standard Operating Procedures and General Orders revision, review, approval
- Provide Contractor current Policies, Administrative Directives, Standard Operating Procedures and General Orders for records management field reporting, evidence processing, case management, analytics, and any other duties documented within the Mark43 system
- Draft revised Policies, Administrative Directives, Standard Operating Procedures and General Orders and provide to Contractor for review of product workflow accuracy

- Finalize revised Policies, Administrative Directives, Standard Operating Procedures and General Orders and provide to Contractor for review product workflow accuracy
- Disseminate revised Policies, Administrative Directives, Standard Operating Procedures and General Orders to all users prior to cutover to the System

Completion Criteria

This task is considered complete when the Agency has finalized revised Policies, Administrative Directives, Standard Operating Procedures and General Orders for records management field reporting, evidence processing, case management, analytics, and any other duties documented within the Mark43 system that accurately reflects System workflows, and established the dissemination/effective date for cutover to the System.

Product Documentation

The Contractor will deliver the final technical documentation as listed under the “Deliverables” section below. Documentation will be delivered in electronic copy, which will enable the Agency to distribute copies within the organization as needed to support the System.

Contractor Team Participation

- Project Team Representative(s)

Agency Team Participation

- Agency Project Manager

Prerequisites

- Functional Testing
- Interface Development and Testing

Deliverables

Contractor will deliver the following product documentation in electronic format:

- System Administration/Technical Documentation:
 - Application Programming Interface (API) Technical Manual

- RMS Data Dictionary
- User Documentation
 - System User Guide(s) – User
 - System User Guide – Super User / Administrator
 - Training Manual – Instructor
 - Training Manual - User
 - Quick Reference Guides
 - Hot Key Guides

Contractor Responsibilities

- Create and deliver the draft Mark43 training material listed herein
- Work with Agency personnel to refine the training material
- Revise and submit the final Mark43 training material

Agency Responsibilities

- Review and comment on the draft Mark43 training material
- Work with Contractor personnel to refine the training material
- Review and approve the final Mark43 training material

Completion Criteria

This task is considered complete upon the Agency’s acceptance of the documents listed above under the “Deliverables” section.

Training

The Contractor will provide training per the Training Curriculum in Attachment B. The Training curriculum includes courses designed to prepare Agency personnel for end-user training and Administration courses designed to prepare Agency admin personnel to configure and support the System. Agency and Contractor will mutually agree on training methods during the Department Assessment.

Contractor Team Participation

- Project Team Representative(s)
- Support Team Representative(s)

Agency Team Participation

- Agency Project Manager
- Designated Agency Trainers/POC's

Prerequisites

- Completion of Functional Testing
- Configuration and testing of the System
- Delivery of Product Documentation

Deliverables

- Contractor on-site training services
- Agency training course material
- End user training course material

Contractor Responsibilities

- Provide System training for Agency staff members for all RMS features (i.e. Report writing, evidence, case management, analytics) per a mutually agreed to schedule and as defined by the Training Curriculum in Attachment B
- Provide training materials for classes

Agency Responsibilities

- Identify Agency training support personnel from necessary Working Groups
- Designate and assign personnel to receive training in groups not to exceed the class size listed in the Training Curriculum in Attachment B
- Provide sufficient copies of training documentation to support all students in the training classes
- Provide the necessary classrooms, facilities, and copies of the materials
- Provide one full-function workstation per student, one full-function workstation for the instructor, a projection screen, a whiteboard and connectivity to the server
- Ensure that appropriate Agency personnel are available to actively participate in the entire scheduled training programs

Suggested Training Time

- Police Officers: 4 hours
- Records Administrators: 5 hours
- Detective/Investigator: 5 hours
- Evidence Manager/Staff: 5 hours
- Police Executive Staff/Additional Civilian Staff: 3 hours

In addition to formal training schedules, special groups (Evidence, Records, Investigators) will be trained during implementation to support product roll out. Additionally, a sandbox replication of the live RMS tenant is available to all users (designated by agency) in order to train/test product features upon completion of the Department Assessment and UAT training. A generic sandbox RMS tenant will be made available to all users (designated by the agency) in order to provide exposure and familiarity with the system no longer than one month after completion of the Department Assessment.

The training curriculum also includes an additional 12-hour/two-day onsite follow-up training session as listed in the Training Curriculum in Attachment B.

Completion Criteria

This task is considered complete at the conclusion of all Contractor-provided Trainer training sessions for the System as per the Training Curriculum in Attachment B. Training sessions will be delivered in a format mutually agreed upon by Agency and Contractor.

Cutover Plan

The Contractor and the Agency will jointly develop a Cutover Plan that details the steps necessary to move into live operations. To ensure that the move to live operations goes as smoothly as possible, the Cutover Plan will assign tasks and responsibilities to both Contractor and Agency personnel during the final month before cutover to live operations. The Plan will cover Agency staffing, movement of equipment into final locations, final production database clean out of test events, issue reporting procedures, and planned sequence of events for the cutover day.

The Contractor will provide the initial draft of the Cutover Plan to the Agency for review. The Agency will review the draft and provide feedback to the Contractor to incorporate into a final Cutover Plan.

Contractor Team Participation

- Project Team Representative(s)

Agency Team Participation

- Agency Project Manager
- Executive Sponsor
- All Working Group Leaders

Prerequisites

- None

Deliverables

- Draft Cutover Plan
- Final Cutover Plan

Contractor Responsibilities

- Create a draft Mark43 Cutover Plan
- Work with Agency personnel to refine the Cutover Plan
- Submit a final Mark43 Cutover Plan

Agency Responsibilities

- Review and comment on the draft Mark43 Cutover Plan
- Work with Contractor personnel to refine the Cutover Plan
- Review and approve the final Mark43 Cutover Plan

Completion Criteria

This task is considered complete when the Agency has reviewed and approved the final Mark43 Cutover Plan no less than thirty (30) calendar days prior to the scheduled cutover.

Cutover Readiness Review

The purpose of this meeting between the Contractor and the Agency is to confirm that all preparations for Mark43 Cutover activities have been completed. The Readiness Review verifies that the following has occurred:

- Cutover Plan approval
- Identification and approval of a schedule for cutover activities
- Identification and scheduling of Contractor and Agency resources required for go-live activities
- Notification of planned system cutover to internal and external interface stakeholders supplying systems integral to go-live operations
- Agency analytics complete and approved
- Data conversion audit complete and approved
- Policy/General Orders revisions completed, approved, and scheduled for effective date at cutover
- Post-cutover Support procedures established

Contractor Team Participation

- Project Team Representative(s)
- Technical Services Team Representative(s)
- Support Team Representative(s)

Agency Team Participation

- Project Manager
- Executive Sponsor
- All Working Group Leaders

Prerequisites

- Completion of all end-user training designated by the Agency as being required for “go-live”
- Delivery of all user documentation
- Completion of revised Administrative Directives, Standard Operating Procedures, and General Orders.

Deliverables

- Completion of the Readiness Review Meeting
- Agency final approval for cutover to live operations on the date/time specified in the Cutover Plan

Contractor Responsibilities

- Provide specified personnel to attend Readiness Review meeting

Agency Responsibilities

- Provide specified personnel to attend Readiness Review meeting
- Provide final approval for cutover to live operations on the date/time specified in the Cutover Plan

Completion Criteria

This task is considered complete upon conclusion of the Readiness Review meeting and documentation of Agency approval to commence with Mark43 cutover.

Cutover

Once the Contractor and the Agency have held the Readiness Review meeting, the Contractor will certify the System as operational and ready for cutover. The final decision for cutover to live operations ultimately rests with the Agency. Upon cutover to Mark43, Contractor personnel will assist the Agency in placing the System into production use. Contractor personnel will be on-site at least one (1) day prior to live operations and will provide post-cutover on-site support for four (4) days.

Agency Trainers will be scheduled to provide knowledgeable Agency support to all shifts during the first few days after cutover to live operations in conjunction with the scheduled Contractor staff.

Contractor Team Participation

- Project Team Representative(s)
- Technical Services Team Representative(s)
- Support Team Representative(s)

Agency Team Participation

- Agency Project Manager
- Executive Sponsor
- All Working Group Leaders

Prerequisites

- Completion of all prior projects tasks
- Completion and acceptance of the Mark43 Cutover Plan
- Completion of the Readiness Review meeting
- Completion of changes to Policy, Administrative Directives, General Orders, and Standard Operating Procedures.

Deliverables

- Contractor personnel will be on-site at least one (1) day prior to live operations and will provide post-cutover on-site support for four (4) days.

Contractor Responsibilities

- Assist Agency staff in placing the System into a production status
- Monitor the initial operation of the System and answer any operational questions raised by the Agency
- Assist end users in utilizing the System
- Provide remote support following on-site cutover support

Agency Responsibilities

- Place the System into production and begin operational use in consultation with Contractor and in accordance with the Cutover Schedule
- Provide Trainers to answer end-user questions, in conjunction with the Contractor staff
- Provide a detailed list of questions and issues that still require explanation or resolution by Contractor at the end of each day
- Ensure new Policy/General Orders are in effect and readily available for user reference

Completion Criteria

This task is considered complete after four (4) days from post cutover and on-site Contractor support has ended.

mark43

THE NEW PUBLIC SAFETY PLATFORM



Response to RFP 17-18:

City of Vancouver, Washington

POLICE RECORDS MANAGEMENT AND REPORT WRITING SYSTEM

Due date and time: July 30, 2018 at 3PM

Submitted to:

Procurement Services Manager

City of Vancouver
Customer Service Desk
1st floor lobby
415 W. 6th Street
Vancouver, WA 98660

Submitted by:

David Mihalchik, Chief Growth Officer

Mark43, Inc.
28 E 28th St., 12th Fl.
New York, NY 10016
P: (212) 739-7803
dm@mark43.com
www.mark43.com

MARK43 BUSINESS INFORMATION

Mark43's proposal contains trade secrets as well as confidential commercial and financial information, which is exempt from disclosure under the Freedom of Information Act (FOIA).

The government will provide Mark43 with written notice of a FOIA request that seeks any material (business information) relating to Mark43. The notice shall describe the business information requested or include copies of the requested records containing the information.

The government will allow Mark43 seven working days (excluding Saturdays, Sundays, and legal public holidays) from the date Mark43 receives the government's written notice to provide a statement of any objection to disclosure. If the government decides to disclose Mark43's business information over Mark43's objection, the government will send Mark43 a notice by certified mail, return receipt requested, or similar means, which shall include: (1) A statement of reason(s) why Mark43's objections to disclosure were not sustained; (2) A description of the business information to be disclosed; and (3) A statement that the government intends to disclose the information seven working days from the date Mark43 received the government's notice.

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Section I. – General Information Form (Appendix A.)

A signed, completed General Information Form is available for review on the following page.

Appendix A.

GENERAL INFORMATION FORM

RFP #17-18 Police Records Management and Report Writing System

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. To be considered for this project, the submittals must be completed in accordance with this RFP and this cover sheet must be attached.

Failure to submit this form may result in your proposal being deemed non-responsive.



Authorized Official (Signature)
David Mihalchik

Print Name of Authorized Official
Mark43, Inc.

Company Name
28 E. 28th Street

Address
(212) 739-7803

Phone Number
dm@mark43.com

E-Mail Address

July 25, 2018

Date
Chief Growth Officer

Title of Authorized Official
David Mihalchik

Contact Person
New York, NY 10016

City, State, Zip
(646) 678-3351

Fax Number
46-1256121

Federal Tax ID #

NOTE: It is the sole responsibility of the proposers to learn of Addenda, if any. Such information may be obtained at: <https://vancouver.procureware.com>

Section II. – Company Information Form (Appendix B.)

Proposing Vendor and Software Information	
1. Contact Information	
▪ Company name	Mark43, Inc.
▪ Name, email, phone number and title of contact person	David Mihalchik, Chief Growth Officer P: (212) 739-7803 E: dm@mark43.com
▪ Company website	www.mark43.com
2. Company Information	
▪ Company headquarters city	New York, NY
▪ Software development location	New York, NY Charlotte, NC
▪ Year founded	2012
▪ Private vs. Public (Listing Exchange and Listing Code)	Private
▪ Fiscal year end	December 31
▪ Revenue: current year	\$1.1 M YTD
▪ Revenue: prior year	800k
▪ Parent company (If separate)	Not applicable.
▪ Genealogy of Organization (changing business, name changes, acquisitions/mergers, etc.)	Mark43, Inc. has been doing business under this name since July 18, 2013. Formerly, the company was known as Nucleik Inc., incorporated July 26, 2012. The company went through a name change to better align with branding and messaging to the public safety market.

<ul style="list-style-type: none"> Describe how the company has grown - organically, acquisition, mergers, etc.? 	<p>Mark43, Inc. has grown organically since inception.</p> <p>Mark43 is a venture-backed software company backed by two prominent VC firms, General Catalyst and Spark Capital, as well as several other high-profile investors including General (Ret.) David Petraeus, Amazon CEO, Jeff Bezos, and Google Chairman Eric Schmidt. The company has raised ~\$65M to date. Our largest expenditure is in human capital, the people needed to develop superior software products as well as the people to successfully implement it at departments like the Vancouver Police Department.</p> <table border="1" data-bbox="626 701 1419 1029"> <thead> <tr> <th>YEAR</th> <th>AGENCIES LIVE</th> <th>MARK43 SYSTEMS</th> <th>TEAM SIZE</th> </tr> </thead> <tbody> <tr> <td>2015</td> <td>1</td> <td>1</td> <td>29</td> </tr> <tr> <td>2016</td> <td>2</td> <td>2</td> <td>85</td> </tr> <tr> <td>2017</td> <td>13</td> <td>21</td> <td>136</td> </tr> <tr> <td>2018</td> <td>44 (projected)</td> <td>96 (projected)</td> <td>153 (current)</td> </tr> </tbody> </table>	YEAR	AGENCIES LIVE	MARK43 SYSTEMS	TEAM SIZE	2015	1	1	29	2016	2	2	85	2017	13	21	136	2018	44 (projected)	96 (projected)	153 (current)
YEAR	AGENCIES LIVE	MARK43 SYSTEMS	TEAM SIZE																		
2015	1	1	29																		
2016	2	2	85																		
2017	13	21	136																		
2018	44 (projected)	96 (projected)	153 (current)																		
<p>3. Number of Vendor Employees</p>																					
<ul style="list-style-type: none"> Total worldwide 	153																				
<ul style="list-style-type: none"> Total in U.S. 	153																				
<ul style="list-style-type: none"> Total dedicated to the proposed software 	153																				
<p>4. Number of Law Enforcement Agency (LEA) Customers Using the Proposed Software</p>																					
<ul style="list-style-type: none"> Total LEA customers 	57																				
<ul style="list-style-type: none"> Number of LEA customers in Washington using the proposed software (include names of agencies) 	King County Sheriff (WA) - Live Seattle Police Department (WA) – Pending go-live																				
<p>5. Target customer profile for this software Describe your target customer in terms of size and type</p>																					
<p>Mark43 targets and has clients ranging from small, medium, to large public safety agencies in the US and international market.</p> <p>Generally, Mark43 targets customers with at least 50 sworn officers. Our current base ranges from 40 to 3,600 sworn officers.</p>																					

	<p>RMS – Law enforcement agencies including Municipal Police Departments, County Sheriff Offices, Airport Police, Port Police, State Police, University Police, and School District Police.</p> <p>CAD – PSAPs, dispatch centers, law enforcement agencies, and fire departments.</p>
6. Version Schedule	
<ul style="list-style-type: none"> ▪ Current version and release date 	<p>Mark43 RMS v2018.72.0 Release date - 07/11/2018</p>
<ul style="list-style-type: none"> ▪ Typical release schedule 	<p>Major upgrades – Quarterly Minor updates – Bi-weekly</p>
<ul style="list-style-type: none"> ▪ Typical time to install upgrades 	<p>Not applicable. Mark43 administers upgrades on AWS (Amazon Web Services) GovCloud (US) infrastructure requiring no resources or dependency on part of the agency. The agency has the choice to activate new features included in an upgrade which can be turned on when the agency determines it is ready to do so.</p>
<ul style="list-style-type: none"> ▪ Number of prior versions supported 	<p>Not applicable. Mark43 RMS only runs on one version which is the most recent version released.</p>

7. We require having development, back-up, training, testing and archival copies of the software in addition to the production copy. Is this provided as standard with your software? Please explain.

MARK43 RESPONSE:

Mark43 includes a production, testing, and training environment on AWS (Amazon Web Services) GovCloud (US) infrastructure as part of the proposed solution. As a SaaS provider, Mark43 does not provide copies of Mark43 RMS. Mark43 does offer a data lake VPD where VPD can access data via an API or SQL. This live copy of the data will allow VPD to copy data to non-Mark43 servers.

8. List any agencies that have pre-maturely ended a contract with your company, either prior to completion of implementation or within 3 years of implementation, and the reasons this occurred. Note: this information alone will not exclude proposers from further consideration and is designed to give proposers the opportunity to describe the reasons behind such occurrences.

MARK43 RESPONSE:

COMPANY NAME	Downey Police Department (CA)	
COMPANY ADDRESS (Street, City, State, Zip Code)	10911 Brookshire Ave Downey, CA 90241	
CONTRACT AWARD DATE: March 8, 2016	OPERATIONS START DATE: April 10, 2017	CONTRACT CANCELLATION DATE: August 11, 2017
DESCRIPTION OF SERVICE: Implement and support Mark43 RMS with case management.		
REASON FOR CANCELLATION: There were some product feature gaps, and the department did not want to wait for us to address the gaps. We have subsequently adjusted our department assessment and requirements sign-off process to avoid this for current and future implementations.		

9. Describe any legal action taken against your company including by whom, the date the legal action or claim was made, and the outcome. Also describe all contracts terminated for default during the past five years. If the proposer has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default as used herein is defined as notice to stop performance due to the vendor's non-performance or poor performance. Include the other party's name, address and telephone number. Present the proposer's position on the matter. The City shall evaluate the facts and may, at its sole discretion, reject the proposal if the facts discovered indicate that completion of a contract resulting from the proposal may be jeopardized by selection of the proposing company.

MARK43 RESPONSE:

Not applicable. No legal action has been taken against Mark43.

Proposed Sub-Contractor Information (if any)	
1. Contact Information	
<ul style="list-style-type: none"> ▪ Company name(s) 	CommSys, Inc.
<ul style="list-style-type: none"> ▪ Name, email, phone number, title of contact person(s) 	Jeremiah Jenkins, Channel Manager E: jjenkins@commsys.com P: (937)425-0404
<ul style="list-style-type: none"> ▪ Company address(es) 	3055 Kettering Blvd Suite 415 Dayton, OH 45439
<ul style="list-style-type: none"> ▪ Company website(s) 	www.commsys.com
2. Company Information	
<ul style="list-style-type: none"> ▪ Year founded for each 	1989
<ul style="list-style-type: none"> ▪ Private vs. Public (Listing Exchange and Listing Code) 	Private
<ul style="list-style-type: none"> ▪ Parent company for each (If separate) 	Not applicable

<ul style="list-style-type: none"> ▪ Genealogy of organization (changing business, name changes, acquisitions/mergers, etc.) 	Not applicable
<ul style="list-style-type: none"> ▪ Describe the products and/or services the sub- contractor will be providing 	ConnectCIC - is a middleware solution for public safety solution providers to efficiently deliver, and support, integrated CJIS access to their end users via their application.
<ul style="list-style-type: none"> ▪ How many years of experience does each company have? 	Over 25 years of public safety software and CJIS system experience.
3. Number of Employees	
<ul style="list-style-type: none"> ▪ Total worldwide 	U.S. Based
<ul style="list-style-type: none"> ▪ Total in U.S. 	13
<ul style="list-style-type: none"> ▪ Total dedicated to the proposed software 	Resource requirements will dictate the number dedicated at the time of implementation.
4. Number of Law Enforcement Agency (LEA) Customers	
<ul style="list-style-type: none"> ▪ Total LEA customers overall and in Washington 	CommSys has built and delivered interfaces in more states than any other public safety software company. This translates into over 650 installations servicing over 850 agencies across 48 states. CommSys has 9 customers in the state of Washington.

5. *Software Vendor Relationship and Implementation Model*
Briefly describe your relationship with the sub- contractor(s).

MARK43 RESPONSE:

CommSys will join Mark43 as a subcontractor on this project to enable NCIC searches. CommSys is *fully aligned* with Mark43's mission and core values to deliver the public safety platforms our first responders need and deserve. Solutions to be delivered as part of the VPD's Police Records Management and Report Writing System project.

Mark43 and CommSys are currently partnered to deliver the solutions detailed below:

NO.	AGENCY NAME	MARK43 PROJECT SCOPE	COMMSYS PROJECT SCOPE
1.	South Bay Regional Communications Authority (CA)	Mark43 CAD Mark43 RMS	Interface to JDIC
2.	Richmond Police Department (CA)	Mark43 CAD Mark43 RMS	Interface to Contra Costa County switch
3.	El Cerrito Police Department (CA)	Mark43 CAD Mark43 RMS	Interface to Contra Costa County switch
4.	Placentia Police Department (CA)	Mark43 CAD Mark43 RMS	Interface to Orange County switch
5.	Redondo Police Department (CA)	Mark43 RMS	Interface to JDIC

Section III. – Scope of Work (Appendix C.)

1. BIDDER’S UNDERSTANDING OF THE PROJECT (2 pages maximum)

Briefly describe your understanding of this project and your approach to ensuring a successful project.

MARK43 RESPONSE:

Mark43 has a clear understanding of current challenges faced by the Vancouver Police Department (VPD). To date, we have active partnerships with 10 agencies in Oregon that moved from the current inter-agency agreement providing a Police Records Management and Report Writing System to Mark43 RMS. Through our experience and expansion across Washington and Oregon, we have become well positioned to support a user-friendly and powerful information sharing network across agencies, counties, and states. Mark43 is offering the City of Vancouver an innovative, cost effective opportunity to transition VPD into the future of policing. The Mark43 team has reviewed the requirements outlined in detail and is detailing our understanding of the scope of work expected by The City of Vancouver and Vancouver Police Department (VPD) below:

VANCOUVER POLICE DEPARTMENT – NEW POLICE RECORDS MANAGEMENT SYSTEM	
TECHNICAL REQUIREMENTS	<p>VPD seeks a modern solution that is easily accessible, deployable, and sustainable for years to come through these key features:</p> <ul style="list-style-type: none"> • State of the art, redundant, scalable, and integrative • Increase operational efficiency through auto-population of data, dynamic fields, and automatic progression of workflows • User-friendly • Promote information sharing • Adheres to CJIS Security Policy • Easy to use, flexible, and powerful searching capabilities • Support the City’s needs today and, in the future, as it continues to grow
INTERFACES	<p>These interfaces are required to be built to communicate between the new RMS and these ten (10) third-party systems used by the police department:</p> <ul style="list-style-type: none"> • GIS - ESRI • Criminal history information database search – WACIC • Collision reporting and traffic citations – SECTOR • NIBRS reporting • CAD – Hexagon CAD • City and County attorney’s case tracking system – Tiburon

VANCOUVER POLICE DEPARTMENT – NEW POLICE RECORDS MANAGEMENT SYSTEM	
	<ul style="list-style-type: none"> • Crime analysis – LexisNexis Accurint • Crime analysis – LinX Northwest • Clark County Sheriff’s Office – EIS RMS and JMS
DATA CONVERSION	VPD will need access to historical data in the RMS in use today, the Versaterm RMS Solution and requires the new contractor to: <ul style="list-style-type: none"> • Convert all electronic data including, names, addresses, vehicles, property, and reports
IMPLEMENTATION	The contractor will provide all implementation services including: <ul style="list-style-type: none"> • Go-live during the second quarter of 2019 • Project plan • Dedicated project team • Cutover planning to ensure continuity of the legacy and new RMS • Implementation and configuration of the new RMS
TRAINING	Training services must include: <ul style="list-style-type: none"> • Train-the-trainer program • End-user training program • Online training resource documentation • Training for all system upgrades and enhancements
ONGOING SUPPORT & MAINTENANCE	The City requires a full support service package including: <ul style="list-style-type: none"> • 24x7x365 call center support • Dedicated contact person for the City • Offer ongoing user and technical support for VPD including troubleshooting, workflow design assistance, and software update utilities

Mark43’s Project Guiding Principles

VPD deserves a **partner** who is at the forefront of innovating public safety systems to transform how records and data are managed and shared.

Mark43 understands the business process analysis component of an implementation is highly critical and dedicates an experienced team to shadow end users to deliver a **tailored** solution.

Mark43 will be the partner committed to continued **innovation** and, most importantly, a partner who has **respect** for end users to **simplify processes** while enhancing operations and use of intelligence data.

2. PROJECT MANAGEMENT SERVICES (8 pages maximum)

Proposing companies are expected to provide project management services throughout the project. Briefly describe the following:

- a) *A general description of your Project Plan following standard Project Management methodologies including communications, risk management, change management, etc.*

MARK43 RESPONSE:

The Mark43 team will fully implement a public safety software solution for VPD to meet the requirements specified as part of our police records management and report writing system.

Mark43 includes an extensive project management package including:

IMPLEMENTATION AND PROJECT MANAGEMENT PACKAGE FEATURES	
Dedicated Project Team	Dedicated project manager, implementation specialists, technical services lead, and customer support lead.
Accountability	The assigned project manager will be responsible for Mark43’s project team members’ performance and attendance.
Communication	The assigned project manager will also be responsible for initiating and scheduling all necessary meetings and conference calls to ensure both parties understand requirements and expectations of the Solution. Meetings will be scheduled to discuss project progress, issues, resolutions, and change requests.
Project Planning	The assigned project manager will be responsible for developing a project plan and documenting progress into easy to understand status reports. Our team understands that consistent documentation is key to staying organized and successfully managing a project with the specifications required by the VPD.

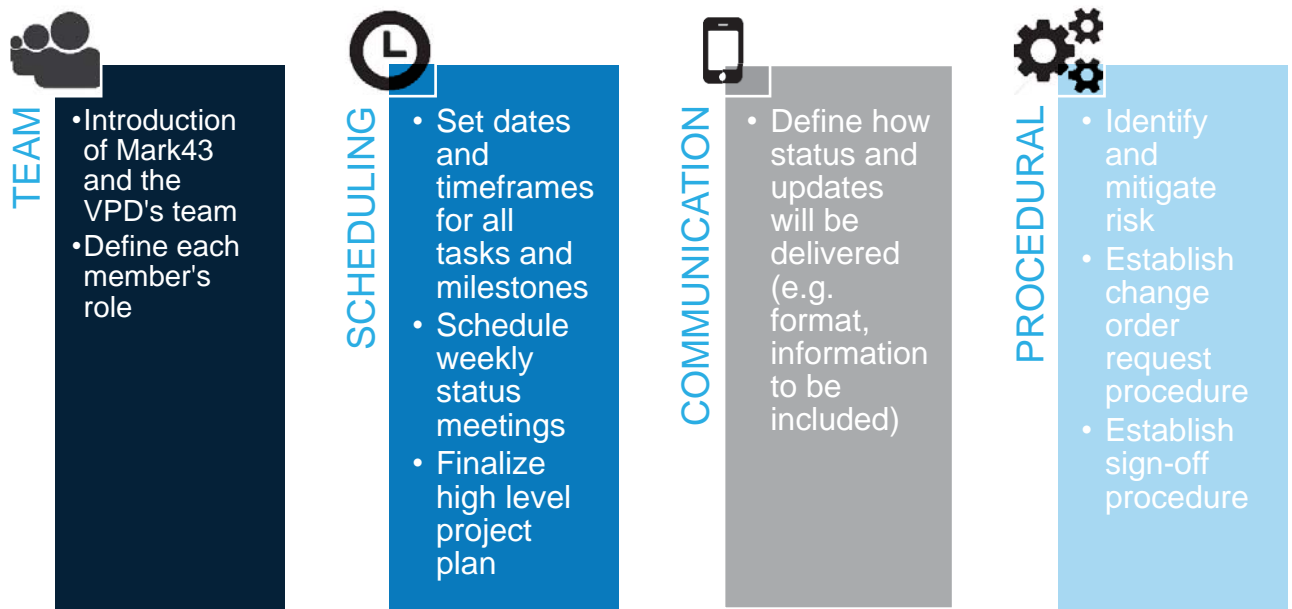
Following contract execution, our team meets with the VPD’s implementation team to review the project plan and to mutually define other key personnel for the term of this project. We work closely with your team to determine how best to work together and limit demands on your time. During this meeting, we also establish a weekly call schedule for regular updates and to make sure all information has been received. We will have a sign-off procedure for the agreed upon specifications. If changes are requested following sign-off, they will be reviewed and discussed with the VPD to determine the impact on the current project plan and timeline.

The City’s assigned Mark43 Project Manager will work closely with you to ensure a successful and seamless conversion. Mark43 will focus on a partnership with your office and dedicate the resources to ensure a smooth and seamless transition from your current environment to our proposed solution. The Mark43 public safety platform is designed to be configured to your specific workflows and environment. This flexibility allows public

safety agencies such as the VPD to have input to create the desired solution and environment that will maximize resources and operational efficiencies.

Mark43 uses industry-proven processes to take an implementation from contract signing to launch to sustained support following cutover. The process is built to ensure continuous, candid communication between parties to regularly review objectives, identify risks, and resolve any potential issues before they negatively impact the project. We maintain a communicative dialogue with our clients, through status reports, goal-oriented meetings, and frequent other methods of communication, to promote transparency and teamwork during the project.

Mark43 Project Kick-Off Meeting Objectives



Mark43 high level project kick-off meeting objectives

Mark43 Goals Throughout Course of Project:

- Limit demands on the VPD resources and not disrupt normal operations
- Monitor and document project progression thoroughly
- Communicate all project progresses, risks, and change orders
- Ease transition process from current system to Mark43 RMS
- Maximize resources and operational efficiencies

Mark43 Project Checkpoints and Monitoring Objectives:

- Confirm interpretation of the project is in line with the VPD's requirements
- Evaluate effectiveness of Mark43 RMS features to the VPD's desired workflow
- Quality verification of data migration including structures
- Quality verification and certification of requested interfaces

- Responsible for verification of the configuration, installation, test, and inclusion of appropriate acceptance criteria
- b) *The names and roles of each **key** project team member and their experience as follows:*
1. *Name and project role*
 2. *Education*
 3. *Certifications*
 4. *Work/employment history*

MARK43 RESPONSE:

MARK43 CORE DELIVERY AND SUSTAINMENT PROJECT TEAM

Due to the importance of this project, Mark43 is assigning a project governance team in addition to the core project team who will be working hand in hand with the City's project team members. We have carefully selected leading talent as part of the Mark43 team. Our selection includes experts with strong backgrounds in project management, application development, operations management, and technology modernization. Most importantly, the Mark43 team is comprised of individuals who have a deep passion to do more to help our community in realizing our company's mission to implement the next generation of law enforcement software nationwide.

Staff assignments are best projections made considering our current implementation queue and assumption this contract is awarded and executed as scheduled. If there is any change in staff assignments, Mark43 will notify the City's project management team on substitute team assignment(s) prior to proceeding with project kick-off.

Mark43 will enter this engagement using a collaborative approach to ensure all project team members are aligned to deliver and support the next generation public safety management system for the City.

PROJECT MANAGER

MATTHEW NEAL
 Implementation
 Manager



Matthew Neal is an Implementation Manager at Mark43 based out of our LA office in Manhattan Beach. He will be the assigned project manager for VPD and will be responsible for managing the entire project from leading the initial department assessment to conducting in-depth training, to product launch. Mr. Neal has helped manage the RMS implementation at the Metropolitan Police Department in Washington, DC.

Most recently he managed the implementation of Mark43's public safety platform throughout agencies in Oregon and California. He also has extensive project management experience working with the Department of Defense and Intelligence Community.

Educational background:

University of Rochester – Bachelor of Arts in Political Science

Previous relevant experience:

- Clackamas County Sheriff (OR)
- Canby Police Department (OR)
- Gladstone Police Department (OR)
- Milwaukie Police Department (OR)
- Molalla Police Department (OR)
- Oregon City Police Department (OR)
- West Linn Police Department (OR)
- Salem Police Department (OR) + 12 participating agencies

IMPLEMENTATION SPECIALIST

MARK NATIVIDAD
 Implementation
 Associate



Mark Natividad is an Implementation Associate at Mark43 based out of our NYC office. He is on the project management team for King County Sheriff's Office in Washington state and assists with product launch and training activities. Mr. Natividad has a background in consulting where he helped conduct project management and process improvement initiatives with clients across various industries including telecommunications, real estate, and insurance.

Educational background:

Rutgers University – Bachelor of Arts in Information Technology and Informatics

Previous relevant experience:

- Worked with various Fortune 100 companies to plan software development projects.
- King County Sheriff (WA)
- Seattle Police Department (WA)

SOLUTION ARCHITECT

KEVIN FRAY
Senior Solutions Engineer



Kevin Fray is a Senior Solutions Engineer at Mark43. He has extensive experience as a solution architect providing custom systems for the public sector. Throughout his career, he has managed business solutions for state and local government entities. He has also worked for consulting powerhouse Deloitte and served in the US Navy.

Educational background:

M. Sci, George Washington University
Engineering Management with a Focus on Technology

Bachelor of Science, United States Naval Academy
Computer Science with a General Engineering & Leadership Core Curriculum

Years of relevant experience

5 years

Previous relevant experience:

- Camden County Police Department
 - Richmond County Police Department
 - Dixon Police Department
 - El Cerrito Police Department
 - Clackamas County Sheriff
- Project manager on various projects for:
- Dept of Homeland Security
 - Transportation Security Authority
 - Dept of State
 - DoD

c) *Provide a project timeline (this may be included as an appendix to your proposal).*

MARK43 RESPONSE:

Please see a draft project plan in Section VIII. Attachments. Please note, Mark43 will deliver and implement Mark43 RMS by the end of Q2 2019. Full interfaces and data migration may take longer than Q2 2019 and extend into Q3 2019.

d) *List the roles and estimated time commitments of each City of Vancouver representative that you expect to be needed for the project (this information will be included in evaluating TCO).*

MARK43 RESPONSE:

Throughout the implementation, Working Groups that include representatives from Mark43 and the department will be responsible for supporting, informing, and making decisions on the various tasks required for launch. The Workflow Decision Makers will serve as a lead department representative for their respective working groups. Working Groups should include individuals who are able to answer specific questions about their area of responsibility. Additional Working Groups may be required based on the unique needs of the department. Any changes to the below scope should be documented in an addendum and tracked in the version history.

VPD resource usage will be highest during department assessment, technical scoping, testing, training, and cutover phases.

WORKING GROUP	KEY RESPONSIBILITIES	VPD STAFF HOURS PER MONTH	DURATION OF TOTAL TIME FOR PROJECT
Technology	<ul style="list-style-type: none"> Identify scope and provide documentation for any data migration Identify scope and provide documentation for any interfaces Identify gaps between existing systems and Mark43 systems Define technical standards Bring outside vendors or other technical experts as needed to facilitate project goals 	40	240
Locations (if applicable)	<ul style="list-style-type: none"> Identify scope and provide documentation for any mapping or GIS hardware and software that will interface with Mark43 systems 	12	160

WORKING GROUP	KEY RESPONSIBILITIES	VPD STAFF HOURS PER MONTH	DURATION OF TOTAL TIME FOR PROJECT
Policy and Change Management	<ul style="list-style-type: none"> Review business processes with the department and external agencies Identify areas of improvement in conjunction with the rollout of Mark43 Draft policy or general order changes for approval by the department Define report approval processes Implement new General Orders at launch 	16	200
Training	<ul style="list-style-type: none"> Develop training plan for end users, super users, and system administrators Schedule training sessions for officers Track and report training progress to Mark43 Implementation Team and Department Project Managers 	40	160
Support	<ul style="list-style-type: none"> Establish connections to existing department IT support (e.g., help desk) 	20	20
Patrol (officers and supervisors)	<ul style="list-style-type: none"> Review and sign off on business processes related to first responder, patrol, and patrol supervisor workflows in Mark43 systems based on expert knowledge of department policies 	16	200
Investigations (detectives and supervisors)	<ul style="list-style-type: none"> Review and sign off on business processes related to investigations and case management, to include detective and detective 	16	200

WORKING GROUP	KEY RESPONSIBILITIES	VPD STAFF HOURS PER MONTH	DURATION OF TOTAL TIME FOR PROJECT
	supervisor workflows in Mark43 systems based on expert knowledge of department policies		
Records	<ul style="list-style-type: none"> Review and sign off on business processes related to records workflows, to include answering public information requests and expungements. 	16	200
Property and Evidence	<ul style="list-style-type: none"> Review and sign off on business processes related to property room workflows, to include logging and tracking evidence in Mark43 RMS based on expert knowledge of department policies 	8	100
NIBRS	<ul style="list-style-type: none"> Review and sign off on business processes related to monthly NIBRS reporting based on expert knowledge of department policies 	8	100
Crime Analysis	<ul style="list-style-type: none"> Review and sign off on business processes related to statistical analysis of data in Mark43 systems based on expert knowledge of department policies and needs 	16	200

3. SYSTEM IMPLEMENTATION, MAINTENANCE AND SUPPORT (10 pages maximum)

Briefly describe how you will deliver the following:

- a) Implementation of the software including methodologies for:
1. Installation
 2. Testing
 3. Data conversion
 4. Interfacing

MARK43 RESPONSE:

The Mark43 Implementation Team follows the Project Management Institute's (PMI) global standards for project management to achieve professional excellence for all client projects. The Team conducts internal product reviews with the Product and Engineering teams, as well as executive project reviews to facilitate high-quality standards.

Upon commencement of a new project, the Mark43 Implementation Team conducts onsite technical scoping sessions with client stakeholders to define and confirm all product requirements. The findings of these sessions are thoroughly reviewed with the Mark43 Product and Engineering teams to determine mitigation strategies for any feature gaps and align project implementation timelines with the Mark43 product roadmap prior to communication with client decision-makers. This internal Mark43 stakeholder review continues throughout the duration of a project with bi-weekly reviews to address client-specific product needs, as well as monthly product roadmap alignment sessions.

MARK43 RMS MAJOR PROJECT TASKS	
NO.	PROJECT TASK
1.	Project Kickoff and Technical Scoping
2.	Configuration and Development
3.	Functional Testing & Acceptance
4.	Training
5.	Parallel Operations
6.	Cutover and Commissioning
7.	Implementation Review & Closure

Mark43 RMS Project Phases



MARK43 IMPLEMENTATION TEAM

A dedicated Implementation Manager and team of Associates create the project plan in collaboration with your agency and manage its execution through launch.

MARK43 TECHNICAL SERVICES TEAM

An in-house team of Engineers initially scopes all technical needs, develops necessary interfaces before launch, and ensures long-term success.

MARK43 OPERATIONAL SUPPORT TEAM

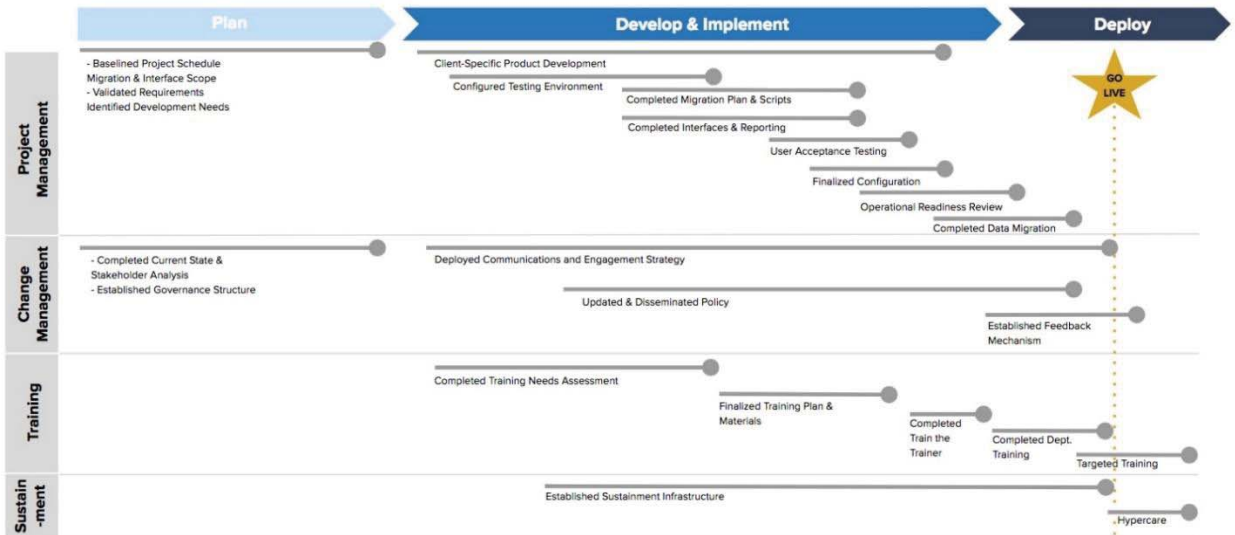
Multiple Trainers and Support Specialists are familiarized with agency processes early on in order to provide tailored training sessions and 24/7/365 support throughout the contract.

MARK43 CUSTOMER SUCCESS TEAM

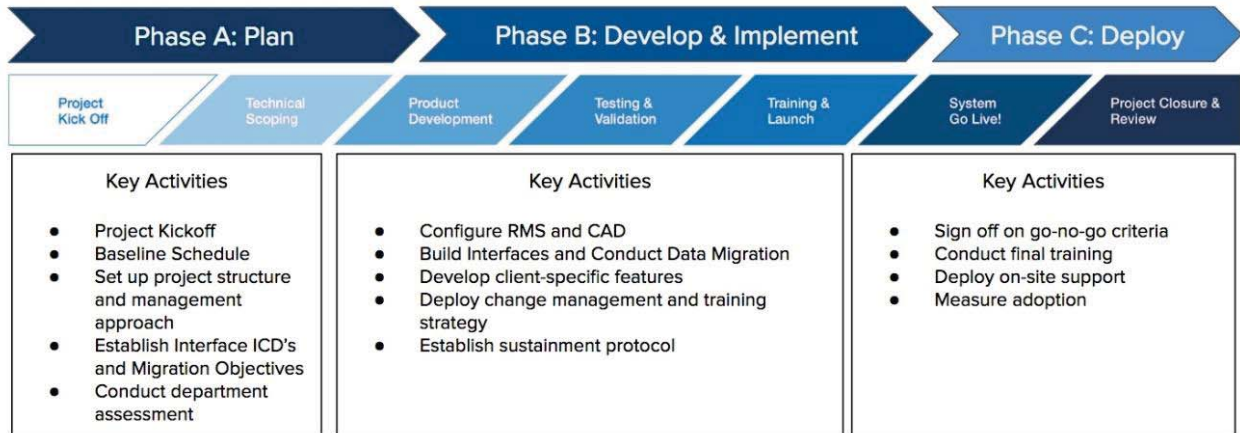
A dedicated Customer Success Manager and team of Associates provide additional onsite support until the official transfer of project ownership from the Implementation team post-launch.

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 This document contains proprietary information

Project Approach



METHODOLOGY



- b) *Software maintenance and support including the following:*
1. *Hours of support*
 2. *Support tiers and services in each*

MARK43 RESPONSE:

After system go-live and acceptance. Mark43's annual SaaS subscription fee includes these services at no additional cost:

- Technical support
 - Live 24/7/365 phone and email support
 - Online knowledge base via self-service portal
 - Dedicated on-site system administrator throughout the duration of the City's subscription to Mark43 RMS
 - Bug fixes, patches, and general trouble-shooting
- Training
 - Ongoing training provided on an as needed basis
- Updates
 - Bi-weekly minor updates
 - Quarterly major upgrades

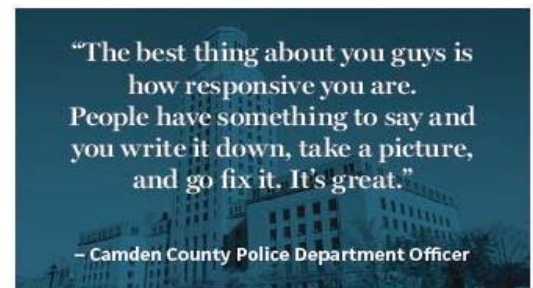
If at any time, your department feels you are not receiving the attention and desired resolution, immediate escalation to the following contacts should be made:

MARK43 SUPPORT ESCALATION CONTACTS	
ESCALATION CONTACT #1: Greer Davis Director of Operational Support	P: (212) 651-9154 x713 E: greer@mark43.com
ESCALATION CONTACT #2: Matthew Portanova Director of Customer Success	P: (202) 580-8859 E: matt.portanova@mark43.com

Mark43 Support Setup and Philosophy

Mark43's Customer Help Desk (CHD) is staffed in-house and is available for product assistance and troubleshooting to all user types, 24/7/365. Our goal is to provide friendly, personal, expedient, and accurate support for all Mark43 products. As such, our team continually evaluates processes, adjusts procedures, and evolves to maintain the most efficient team possible.

As part of the Mark43 team, CHD personnel share the same company mission and values as all team members. We embrace the tools, technology, and techniques that allow us to continue to provide excellent support, while striving to increase support quality at every opportunity.



For the most up-to-date support, we encourage departments to contact Mark43 CHD directly, rather than handling Tier 1 support themselves. This ensures that users receive the most accurate answers, reduces the time to resolution, and provides a better experience for the user.

Support Implementation

The CHD utilizes modern software tools to track customer interactions and metrics, including service desk software that integrates directly with our engineering and product issue tracking system. This allows for broader visibility throughout the company and allows for dynamic and flexible responses to reported issues. CHD leadership continuously evaluates new and existing tools to determine their effectiveness, ROI, and ability to streamline and define the support process.

Other tools currently include, but are not limited to:

- VoIP phone system
- Automation tools
- Customer portal for tracking support issues and accessing online documentation
- Internal task tracking tools
- Mark43 team intranet space focused on knowledge sharing

Future tools for consideration include software for remote support, in-app chat, learning management systems, and others.

Staffing for a 24/7 operation means regularly evaluating our busiest periods and weighting staffing resources properly so all users' needs are effectively met. This also maintains employee morale and prevents turnover. Consistency is key in effective support and ensuring our staff's needs are also met is a value shared among all teams at Mark43.

The Mark43 CHD meets regularly with our Training Team and attends internal product demos to ensure they are properly trained on the most up-to-date product information.

Measuring Support Success

Mark43 tracks a multitude of data points to assist in analyzing standard support metrics including time to first response, time to resolution, call wait time, and call service level. We challenge our agents to maintain high thresholds and improve upon them over time.

If thresholds are not met, evaluations will take place on how to course correct. Actions for internal team members can include hiring additional staff, schedule shifts, retraining, or other staffing changes.

The CHD also keeps metrics on issue details that can help inform us of user training deficiencies or other knowledge gaps that can inform the training and customer success teams of issues to address with the client to mitigate confusion using Mark43's products. It can also help the product team decide if a feature needs to be updated to make it easier / clearer for users.

Future tools for consideration include software for remote support, in-app chat, learning management systems, and others.

c) *Process for system maintenance including delivery of updates and their frequency.*

MARK43 RESPONSE:

Mark43 systems follow this upgrade and maintenance schedule:

MARK43 UPGRADE AND MAINTENANCE SCHEDULE	
Upgrades	Mark43 releases major upgrades on a quarterly basis. Minor upgrades are released monthly. Updates are released on a regular schedule. All clients are notified prior to the release.
Maintenance	Updates and system maintenance is performed in the background. There is no planned system downtime during scheduled maintenance.

Upgrades made to the platform are available to all subscribers as part of the standard Service Level Agreement (SLA). Mark43's solution does not require any intrusive ongoing software maintenance or support services. Additional costs will not be charged to the City for these software upgrades.

4. TRAINING (2 page maximum)

Describe below how you will provide the following including the length, delivery method, and resources to be utilized including staff and training tools (this information will be considered in evaluating TCO):

- a) End-user training for user groups
- b) System administrator training

MARK43 RESPONSE:

Mark43 includes a comprehensive, training, curriculum package as part of the subscription plan. All users will be trained on-site by Mark43's training specialists to ensure effective user adoption of a modern RMS.

Mark43's training program is designed using multiple strategies aimed at addressing different learning styles. The primary objective of the Mark43 Training Team is to help all end-users successfully use the features in Mark43 RMS to perform critical daily functions and streamline processes to facilitate quicker data entry, paired with powerful searching and reporting capabilities giving all first responders a common operating picture.

Through a hands-on approach, end users will have the ability to work directly with RMS modules without any risk of compromising live agency data. We have found the blended approach, utilizing a **Train-the-Trainer** model combined with **Mark43 instructor led training** is the best approach to set the City up for continued success. With this approach, the City will receive expert instruction by our product specialists while simultaneously building a team of designated in-house system administrators who are equipped with the knowledge to act as a first-line of contact for the agency.

MARK43 TRAINING METHODOLOGY

Mark43 recommends and uses the "Train the Trainer" method to prepare all Mark43 RMS users for success.

How will the Train the Trainer method prepare the City to use Mark43 RMS?

- Identifies the prime audience for Train the Trainer training
 - Supervisory and administrator staff at the City who will assume a lead role and instruct other users at the City on how to use Mark43 RMS
- Master Mark43 trainers will provide instructor led training for the City's prime audience
 - City supervisory level staff is trained as a master instructor in their subject matter expertise area
 - Systems staff responsible for administering and maintaining the system are trained in-depth
- Mass City users and Beyond
 - City department trainers will conduct mass training sessions for all agency staff
 - City department trainers will guide the City staff through live or scripted use case scenarios simulating how Mark43 RMS will be used throughout the course of their work day according to their role

Pre-Launch Training Preparation

MARK43 PUBLIC SAFETY PLATFORM TRAINING LAUNCH WEEK AND POST GO-LIVE	
STAGE	MARK43 TRAINING SERVICE DESCRIPTION
Launch Week	<ul style="list-style-type: none"> • Mark43 Implementation Specialists will be on-site to support all City end users. • During “Launch Week”, in conjunction with the Mark43 Customer Help Desk, our trainers will be available via phone to consult and address any questions or issues that arise.
Two Weeks Post Go-Live	<ul style="list-style-type: none"> • Following the official launch and “go-live” of the Mark43 public safety platform, our Help Desk is available to answer any questions or issues that may arise. • As our dedicated commitment to successful user adoption, our trainers will be available to return to the City, if needed, to conduct follow-up trainings two weeks after launching the Mark43 public safety platform. This service is included as part of our subscription service and additional costs will not be charged to the City.
One Month Post Go-Live	<ul style="list-style-type: none"> • At the end of the month the Mark43 public safety platform is launched, trainers will conduct a conference call/video call with Specialty Division personnel to address any questions or issues they may be experiencing. During this time, Mark43 trainers are also available to participate in a conference call/video call with agency trainers or personnel to answer their questions. • One month after launch, Mark43 trainers will be available to return to the agency for on-site training and support to address and gaps or pain points that may have arisen. • Following the first month of using the Mark43 modules, we will provide any documentation, webinars, or conference/video calls mutually deemed necessary to address major changes to the Mark43 modules. Our Customer Help Desk will continue to be available 24/7 to answer any questions or issues that may arise.

5. REPORT WRITING AND RMS INTEGRATION (2 page maximum)

Describe if your system’s report writing feature is included in the core RMS application or if it is a separate application (Do users write reports in RMS or a separate system? Are there separate logins?).

MARK43 RESPONSE:

Yes, report writing is integral to Mark43 RMS. Report writing and searching all occur in one system with one login.

6. SYSTEM SCALABILITY (2 page maximum)

Describe any system limitations related to an increase in users. At a minimum, address the following questions in your response: Is there a maximum number of users and data storage based on the system and pricing you are proposing? Will there be a decrease in system functionality and/or performance as additional users and data are added to the system over time?

MARK43 RESPONSE:

Mark43 RMS is hosted on AWS (Amazon Web Services) GovCloud (US) infrastructure and automatically scales to meet any demands placed on the system. The system is redundant across multiple availability zones. Backup and restore procedures are automatic. Mark43 has designed its platform on the AWS GovCloud infrastructure to adhere to CJIS Security Policy v5.6. All infrastructure needs are supplied by the Mark43 team.

VPD will be responsible for supplying network and internet connectivity required to use Mark43 RMS:

Mark43’s platform connects via internet to Mark43’s AWS GovCloud environment. In the field, Mark43 recommends a 4G LTE connection for best performance. Speeds of as low as 1Mbps have been used with the software.

In office, Mark43 recommends a 1 GB internet connection along with a backup internet service provider line for redundancy purposes.

MARK43 NETWORK REQUIREMENTS	SPECIFICATIONS
Application (Client to Server) bandwidth requirement	10Mbps + 2Mbps per 1,000 users
Application (Client to Server) latency requirement	<100ms

7. TECHNICAL REQUIREMENTS (2 page maximum)

Describe what hardware and software environment will be required to support your current system including any and all required servers, licenses, message switching, bandwidth/connectivity, and redundancy. NOTE: the City requires the following at a minimum:

- **On-prem:** System must operate on a Microsoft Windows Server OS and SQL Server Database. Describe if the system will operate in a VMWare virtual server environment.
- **Cloud:** Data is hosted at secure Tier 4, SOC 2, CJIS certified data center (see #40 herein). Describe location and frequency of back-up systems and disaster recovery testing.

MARK43 RESPONSE:

Mark43 RMS is hosted on AWS GovCloud (US) Region, located in the Northwestern region of the United States. AWS GovCloud (US) is an AWS region designed to allow US government agencies at the federal, state, and local level, along with contractors, educational institutions, and other US customers to run sensitive workloads in the cloud by addressing their specific regulatory and compliance requirements. Beyond the assurance programs applicable to all AWS regions, the AWS GovCloud (US) region allows customers to adhere to U.S. International Traffic in Arms Regulations (ITAR) regulations, the Federal Risk and Authorization Management Program (FedRAMP) High requirements and Department of Defense (DoD) Cloud Computing Security Requirements Guide (SRG) Levels 2 and 4.

Interface servers are required on-site to host the interfaces developed by Mark43 to allow communication between Mark43 RMS and VPD’s desired 3rd party applications.

MARK43 SYSTEM INTERFACE SERVER SPECIFICATIONS		
	MINIMUM	RECOMMENDED
Operating System	Ubuntu Linux (latest LTS)	Ubuntu Linux (latest LTS)
Processor speed and quantity	4x CPUs	8x+ CPUs
Architecture	x64 / x86	x64 / x86
Memory	8 GB	16+ GB
Network Card	1x 100 Mbps NIC	2x 1Gbps NICs
Hard Drive	250 GB	500 GB

Mark43 Data Exchange

The Mark43 Data exchange functionality is enabled through either the RMS or CAD applications. Additional interface servers may be required to support Mark43 Data Exchange data flows, depending on the department’s size and complexity.

MARK43 PUBLIC SAFETY PLATFORM ARCHITECTURE

Cloud provider:	Amazon Web Services (AWS)
Region:	AWS GovCloud Region
Physical security:	<p>AWS operates, manages, and controls the infrastructure components, from the host operating system and virtualization layer down to the physical security of the facilities in which the services operate.</p> <p>AWS makes available these audit and compliance reports:</p> <ol style="list-style-type: none">1. Cloud Computing Compliance Controls Catalogue (C5)2. FedRAMP Partner Package3. Global Financial Services Regulatory Principles4. IRAP Package5. ISO 27001:2013 Certification and Statement of Applicability (SoA)6. ISO 27017:2015 Certification and Statement of Applicability (SoA)7. ISO 27018:2014 Certification and Statement of Applicability (SoA)8. ISO 9001:2015 Certification9. MAS TRM Guidelines Workbook10. PCI DSS Attestation of Compliance (AOC) and Responsibility Summary11. PSN Connection Compliance Certificate (CoCo)12. PSN Service Provision Compliance Certificate13. Quality Management System Overview14. Service Organization Controls (SOC) 1 Report15. Service Organization Controls (SOC) 2 Report16. Service Organization Controls (SOC) 3 Report17. SOC Continued Operations Letter18. APRA CP

8. OPERATING SYSTEM (1 page maximum)

Describe what operating systems your system is compatible with and whether there are any known bugs or problems using your system on any of them, and how you will ensure that your system is compatible with future versions of the operating systems. If the system supports multiple OS, indicate the number of installations you have on each.

MARK43 RESPONSE:

Mark43 RMS is compatible with the following operating systems:

Windows 7+, Mac OS X 10.X	Windows 10, Mac OS 10.X
---------------------------	-------------------------

9. USER INTERFACE (3 page maximum)

Describe if your system utilizes a Windows based user interface that allows users to navigate the system using different approaches such as point-and-click, drag-and-drop, drop-down boxes, etc. Please provide screenshots.

MARK43 RESPONSE:

The Mark43 public safety platform is built and currently developed with usability and design as the core components of a modern platform. Mark43 has dedicated UI (User Interface) and UX (User Experience Design) teams that successfully display a purposefully designed easy to use interface.

Mark43’s award-winning platform has been designed from the ground up by industry-leading designers, using thousands of hours of on-site product research made by many members of the Mark43 team with law enforcement officers in the field. Mark43’s design team works with the knowledge that user understanding of a software system is critical to the success of user adoption and operational efficiencies. We firmly believe well-designed user interfaces increase user adoption and increases speed.

The user interface takes cues from commercial design and enables a quick experience for the officers. In Washington D.C., the Mark43 team trained all over 3,500 MPD officers in 6 weeks. Most officers were able to be trained in under 3 hours at the start of their shifts while avoiding any overtime. In contrast, the previous system took many months of training and days of training per officer.

MARK43 2017 DESIGN AWARD – CONNECTING CATEGORY



Mark43’s design team won the 2017 Interaction Design Association Award in the category of Connecting for the Mark43 RMS among finalists Microsoft, Frontend.com and Novartis and FDB Health. This is the premier international interaction design organization.

THIS PAGE CONTAINS MARK43 PROPRIETARY AND CONFIDENTIAL INFORMATION

10. BROWSERS (2 page maximum)

Describe what browsers your system is compatible with and whether there are any known bugs or problems using your system on any of them, and how you will assure that your system is compatible with future versions of the browsers.

Note: HTML5 client is strongly preferred. If you use Java, Silverlight or other web-based technology with a browser, list all plug-ins required to effectively run the application.

MARK43 RESPONSE:

Mark43 RMS is web-based and requires a modern web browser to access the system. Mark43 RMS supports all versions of Microsoft Internet Explorer and Google Chrome that receive technical support and security updates from the browser vendor.

- Google Chrome (latest)
- Microsoft Internet Explorer: All versions of Microsoft Internet Explorer that receive technical support and browser updates. (As of 10/15/2017 this is IE 11+, Microsoft Edge)

Mark43 RMS does not require plug-ins to run the application.

11. SINGLE DATA ENTRY (2 page maximum)

Describe if your system includes "single-entry" capability wherein users only have to enter data one time and how the data will be utilized throughout the system, as well as if there is any time a user would be required to enter the same data more than once (i.e. within the system, between systems, among systems if interfaced, etc.).

MARK43 RESPONSE:

Yes, Mark43 RMS supports single-entry where relevant data will appear in other modules within the RMS.

Mark43's intuitive interface leveraging modern web design techniques such as robust show/hide logic, nested fields, and minimal free text will streamline field contact creation both reducing time spent on data entry while encouraging more accurate data collection. Mark43's open API can also easily leverage and incorporate historical data from the CAD and RMS in their field contact to include entity profiles, locations, vehicles, and items. Real time bi-directional sync also means that an officer's field contact will be available system-wide as soon as the field contact is created for investigative purposes, data analytics, or situational awareness for other deputies. Mark43's linking feature allows deputies working together to document multiple related field contacts in bulk minimizing redundant data entry making relevant data available across multiple reports in real time.

12. SYSTEM NAVIGATION (3 page maximum)

The system enables users to enter persons, property, and vehicles seamlessly without having to navigate to a different part of the system. Describe your system's style of navigation (if the user interface is tabular, opens up separate windows, etc.). Provide screenshots.

MARK43 RESPONSE:

Mark43 RMS is navigated using a universal toolbar supported by tabular, and side-menu options. All search and entry are performed within one interface, one system, and one user-login.

Mark43 RMS Dashboard

The screenshot displays the Mark43 RMS Dashboard interface. At the top, there is a navigation bar with icons for SEARCH, DASHBOARD, REPORTS, CASES, EVIDENCE, WARRANTS, and NOTIFICATIONS (with a 39 notification badge). A 'TEST' button and a user profile dropdown 'SP' are also visible. Below the navigation bar is a search bar with the text 'Search reports, cases, persons...' and an 'ADVANCED SEARCH' button. A yellow box labeled 'Universal menu' highlights the search bar area.

The main content area is divided into two sections. On the left, under the heading 'Action Required Reports', there is a table with the following data:

Report Title	Date/Time	Action
878787878 Supplement	Mar 21, 2018 20:28	D
878787878 Supplement	Mar 21, 2018 20:26	D
49596077 Community Information Report	Mar 21, 2018 19:59	D
45960792 Citation	Mar 21, 2018 19:52	D
12365479 Citation	Mar 21, 2018 10:55	D
976434567 Use of Force	Mar 21, 2018 09:54	D

A 'Show More ...' button is located below the table. A yellow box labeled 'Tabular menu' highlights the table area.

On the right, under the heading 'RECENT ARRESTS', there is a list of arrests with a 'FILTER' dropdown. Each entry includes a mugshot, name, arrest number, date, and address. A yellow box labeled 'Sidebar menu' highlights the 'RECENT ARRESTS' section.

- Jimmy Johnson**
Arrest #18-000243
07/25/18 00:00
123 MAIN STREET RESTAURANT, 123 MAIN ST, MOUNT DESERT, ME 04662
- Banks Smith**
Arrest #18-000315
07/15/18 03:00
1611 O ST NW, WASHINGTON, DC 20036
- John Doe**
Arrest #18-000309
07/11/18 21:20
500 TX-356, IRVING, TX 75060
- Bon Bon Jerry**
Arrest #18-000312
07/11/18 11:00
4117 N JOSEY LN, CARROLLTON, TX 75007
- Mary Lizard**
Arrest #18-000302
07/11/18 00:00
CO RD 321, LUCAS, TX 75002

A 'Show More ...' button is located below the list.

Mark43 RMS Reports Page

Reports NEW REPORT

FILTER BY

Last Modified Between
 07/26/2018 00:00
 And
 07/27/2018 23:59

Agency/District/Reporting Area

Report Type(s)

Label(s)

Offense / Incident Type(s)

Primary Reporter(s)

Arresting Officer(s)

Current Owner(s)

Primary Agency

Unit(s)

Modified Date	IR # / Owner	Title	Location	Status
07/27/18 12:28	18-000128 Colin Sheridan #123	Arrest	1500 WEST, 1500 W, OAK HARBOR, WA 98277	(D) [v]
07/27/18 11:24	183351741788 Jack O'Connell	Offense/Incident Report	--	(D) [v]
07/27/18 11:22	182108504434 Jack O'Connell	CHP 180	--	(D) [v]
07/27/18 11:20	182108504434 Jack O'Connell	Offense/Incident Report	--	(D) [v]
07/26/18 16:40	D2345678 Nigel Jalandra	Arrest	--	(D) [v]
07/26/18 15:35	987654333 Avi Lowenstein	Supplement	--	(D) [v]
07/26/18 15:07	876543444 Avi Lowenstein	Supplement	DISNEYLAND DRIVE, DISNEYLAND DR, ANAHEIM, CA 92802	(D) [v]

Prev 1 Next

13. FUNCTIONAL CONTINUITY (2 page maximum)

Describe whether users will be able to log-out of the system without finishing a record (any type of report) and log back in from another computer, at another location, and continue writing the report without having to manually upload, search for, or take any other action. Describe the technological attributes of the system that makes this possible.

MARK43 RESPONSE:

Yes, as a SaaS solution, Mark43 RMS fully support functional continuity where users can log-in to multiple devices and resume progress from where they left off. Credentials are not tied to a specific workstation or location but login information consisting of the username and password. All reports requiring actions are displayed upon login on each user's dashboard based on the current stage the report is in. The user can quickly continue report writing by clicking on the report right from the dashboard.

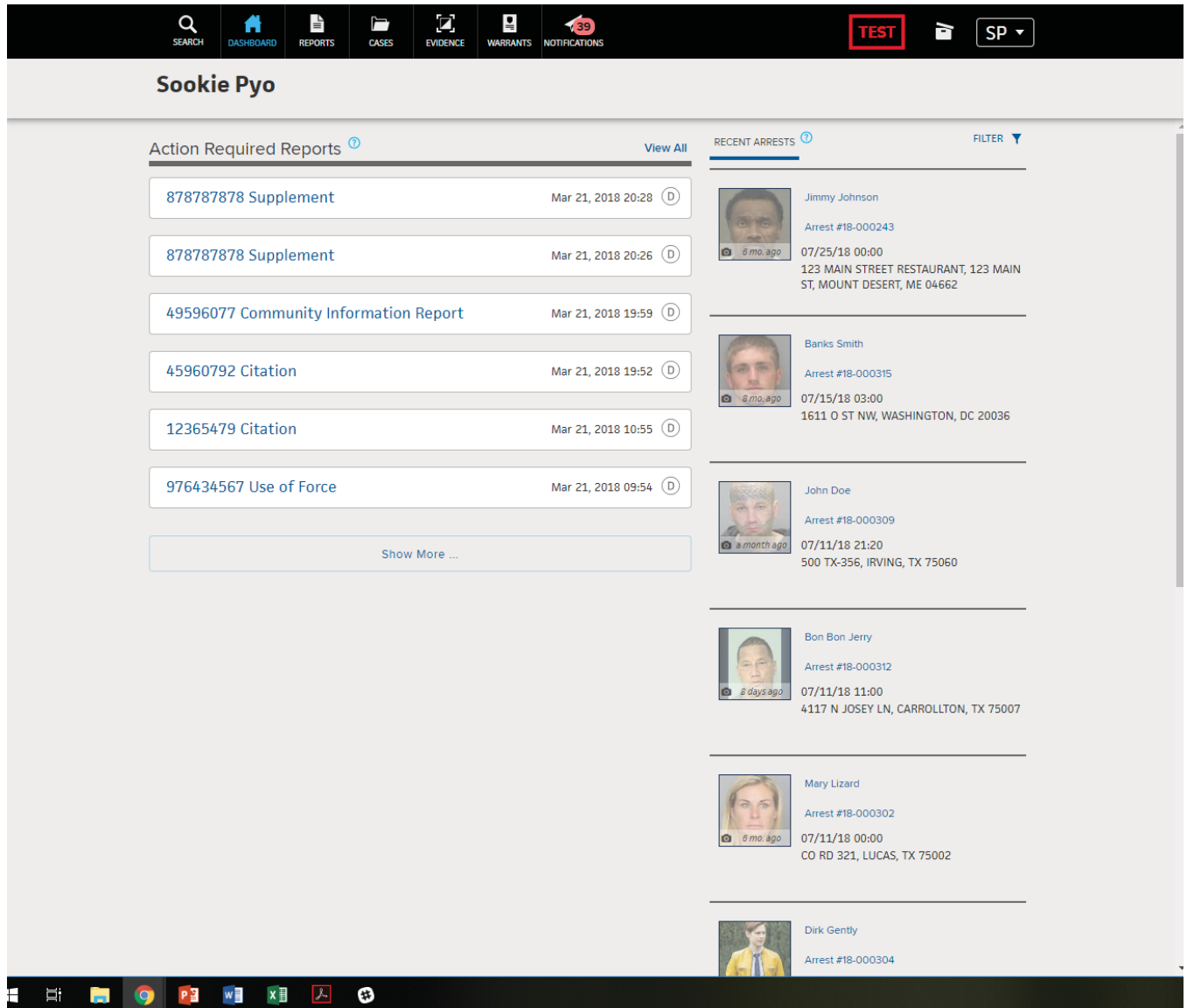
14. USER DASHBOARD (2 page maximum)

Describe if your system includes a user dashboard that displays upon login and what information is displayed. Be sure to describe whether the dashboard contains information about reports that have been started but not completed, that are missing or have been rejected or approved, etc. Provide screenshots.

MARK43 RESPONSE:

Yes, Mark43 RMS includes a user dashboard that displays immediately upon login.

Mark43 RMS Dashboard



The dashboard is your home screen in the RMS. It is broken up into two main sections, Action Required Reports and Recent Arrests.

Action Required Reports

Action Required Reports display all draft or rejected reports that you are an author of (for more information on report approval status, click here). This view is personalized for each user. If there are co-authors of a report, the report will appear in each user's Action Required Reports Dashboard. All users who have edited a report at any time are considered an author, but each report has only one owner who can submit the report. The owner is usually the person who created the report, unless it has been reassigned.

Clicking on a report opens it. Clicking VIEW ALL or SHOW MORE brings you to the Reports Board.

Viewing All Action Required

The screenshot shows the 'Reports' dashboard. On the left, there is a 'FILTER BY' section with various search criteria like 'Last Modified Between', 'Agency/District/Reporting Area', 'Report Type(s)', etc. The main area displays a table of reports. The table has columns: 'Modified Date', 'IR # / Owner', 'Title', 'Location', and 'Status'. The reports listed are:

Modified Date	IR # / Owner	Title	Location	Status
07/27/18 12:28	18-000528 Colin Sheridan #123	Arrest	1500 WEST, 1500 W, OAK HARBOR, WA 98277	(D)
07/27/18 11:24	182351741788 Jack O'Connell	Offense/Incident Report	--	(D)
07/27/18 11:22	182108504434 Jack O'Connell	CHP 180	--	(D)
07/27/18 11:20	182108504434 Jack O'Connell	Offense/Incident Report	--	(D)
07/26/18 16:40	D2345678 Nigel Jalandra	Arrest	--	(D)
07/26/18 15:35	987654333 Avi Lowenstein	Supplement	--	(D)
07/26/18 15:07	876543444 Avi Lowenstein	Supplement	DISNEYLAND DRIVE, DISNEYLAND DR, ANAHEIM, CA 92802	(D)

Recent Arrests

This feed shows the most recent arrests made by your department. Clicking FILTER provides you with options on what arrests you see in the feed.

Clicking the name or photo of a person opens their Contexted Person Profile (for more on person profiles, click here). If no mugshot was taken during the arrest, the system will display that person's most recent mugshot on file. Clicking the arrest number opens the arrest report.

15. PLAIN ENGLISH QUERIES (1 page maximum)

Describe if there is anywhere in your system where users have to enter data or conduct queries utilizing codes, numbers, or symbols instead of plain English. If so, provide details regarding the nature and extent to which this is required and reasons why users have to do so.

MARK43 RESPONSE:

All queries in Mark43 RMS are conducted using plain English.

16. DATA BACK-UP (1 page maximum)

Describe your approach to backing-up data including process, frequency and reliability.

MARK43 RESPONSE:

Full database backups are performed daily. Daily backups are stored for 35 days. Additionally, snapshots are periodically made of the database allowing for stateful restoration up to 5 minutes prior.

Mark43 server environments rely on AWS availability zones to ensure high availability and redundancy. All Mark43 production servers are mirrored in a separate availability zone. Availability zones are geographically disparate data centers in the AWS GovCloud region. Availability zones are active/active allowing for immediate failover. Amazon is responsible for all backups of the Mark43 production environment.

17. DATA LINKAGE (1 page maximum)

Describe how your system links records involving the same people, vehicles, property, locations, and businesses, and makes these relationships obvious to users so they know of the existence of records related to the information they are currently working on. Provide an Entity Relationship Diagram.

MARK43 RESPONSE:

Mark43 RMS links people, locations, vehicles, etc. through a Master Index. For example, when an investigator looks at a vehicle he/she will be able to see all the reports and incidents the vehicle was involved in in a clear manner.

Mark43 RMS also supports these linking functions:

- Link separate arrest reports once that arrest is completed
- Cases and reports can be electronically linked together under one case jacket
- Linked person and location profiles added to cases contain up-to-date intelligence

18. MASTER INDICES (1 page maximum)

If your system has master indices, describe whether master records within the indices are automatically updated as new data is entered that is related to the records. If your system does not have master indices, describe how data is identified to the user as the most current version of the record, how the data is updated, and if users will need to manually create any indexing/identifiers when creating records.

MARK43 RESPONSE:

Mark43 uses Master Entity Profiles (persons, locations, vehicles) as a system of record for a respective entity. When new information is updated in the system, data is added to the Master Entity Profile. For example, when a new address is added to Suspect A for Case 123, the new address information is added to Suspect A's Master Entity Profile, adding to previously collected addresses. Additionally, information within a report only applies to the specific report it was added on and information in previous reports is not impacted. Users do not need to manually create any index/identifiers when creating records.

19. PREVENTION OF DUPLICATE DATA (3 page maximum)

Describe if your system has a feature to prevent users who are writing reports from entering duplicate names, vehicles, property, locations, and businesses (i.e. information that is already in the system). Describe how this feature works from both a user's perspective and an administrator's perspective. Is there also a feature enabling administrators to eliminate duplicate records after they have been submitted by users? Be sure to include, in detail, how name records are verified and are not duplicated in the system.

MARK43 RESPONSE:

Mark43 RMS guides officers to search for people, locations, etc. in the system before creating a new profile to reduce duplicates. When the system recognizes that an entity already exists, this profile will be added, as opposed to creating new data points.

Mark43 RMS has a Master Name Index that reduces the number of duplicates in the system. All information about a person is in one place making access and search easier for all users. These Master Names are contextualized in individual records, so that if data has changed over time, the user is made aware.

As detailed above, Mark43's intuitive workflow prevents users from creating duplicates during the report writing process. In the event a duplicate is created, an administrator may easily detect and correct this error by utilizing the Search function. If two records are identified as representing the same entity, it is easy for them to be merged into one. This ensures one single source of truth.

20. SEARCHABILITY (1 page maximum)

Describe if your system enables users to search any data field in the system or combination of fields to conduct user-defined queries. Please describe if there is any restriction or limitation to what fields can be searched. Include whether the system enables users to switch from writing a report to searching the system without having to log-out or switch applications/systems.

MARK43 RESPONSE:

Mark43 RMS includes two kinds of comprehensive search methods, (1) Quick Search and (2) Advanced Search.

By using the Quick Search toolbar, end users can search for Person Names, Organization Names, Locations, Person Alias, CAD Event Numbers, Report Numbers, Identifiers (e.g. FBI Number, State ID, Driver's License Number, Social Security Number, Phone Number), License Plate Numbers and VINs. Quick Search uses Fuzzy Matching, a computer-assisted translation technique that allows users to discover data without exact precision. For example, by using Fuzzy Match, a user who searches for "Simth" would accurately retrieve names matching "Smith."

Advanced Search is a more granular search technique that consists of seven tabs: Reports, CAD, Persons, Organizations, Vehicles, Property, and Attachments. Through Advanced Search, all fields in Mark43 RMS can be searched without limitation. Further, these highly customized searches can be saved by the user for future use, so that a very specific combination of search terms does not need to be entered again.

21. GLOBAL SEARCHES (1 page maximum)

Describe if your system includes a global search field allowing users to enter any kind of search criteria into a single field and what kind of search results users can expect from such searches.

MARK43 RESPONSE:

Mark43 Quick Search is a Global Search field. End users can search for Person Names, Organization Names, Locations, Person Alias, CAD Event Numbers, Report Numbers, Identifiers (e.g. FBI Number, State ID, Driver's License Number, Social Security Number, Phone Number), License Plate Numbers, and VINs.

22. DATABASE CONNECTIVITY PROTOCOL (1 page maximum)

Describe your system's database connectivity protocols and whether there will be limitations on accessing (reading and writing) data via third party or interfaced applications. Describe what API's are available for system integration, and how data can be exported and queried within the system.

MARK43 RESPONSE:

From a high-level, the Mark43 platform is built using service-oriented architecture (SOA). Specifically, every system activity has a RESTful API call to accomplish the user action. In addition to the internal API, we publish partner and public-facing API calls for systems integration and 3rd party tools to grab data (i.e. - Informatica, Crystal Reports, etc.)

API Integration

The simplest and recommended interaction with the Mark43 system is through our open API. The Mark43 platform allows 3rd party applications to interact with the platform through simple interfaces which is both less expensive and far easier to build. The integrations are often built using on-premise interface servers for custom integrations. Mark43 does not load the API onto the interface servers, the servers are meant to run the jobs, maintain storage in case of failure, or for shared-file space in bi-directional interfaces. Several 3rd party API interfaces have previously been built or can be replicated and adjusted as necessary.

Public API Facts

- Secure Public API with live documentation (documentation is web-based)
- Web-based API shows all syntax definitions and allows for testing
- Mark43 maintains these endpoints
- XML & JSON compatible
- Mark43 has to create and provide customers with credentials

Data Integration

The second method of integration is through database access. This is especially useful for one-way data transfers from our RMS to another system. We accomplish this by setting up database views in either our replica integration database or through the agency's data lake (if the data lake option is added during contracting) and then configuring jobs on the on-site integration server to perform minimal transforms and load onto another system per business requirements.

23. IMAGES (1 page maximum)

Describe whether images are stored in the database utilizing path references and, if not, how they are stored.

MARK43 RESPONSE:

Mark43 RMS does not utilize path references. Rather, images are stored as attachments and contextualized to the report, case, or profile to which they are assigned. There is no file type restriction and no limit to the number of files you can attach, but each file must be under 3 GB.

24. OPEN ARCHITECTURE (1 page maximum)

Describe whether you would consider your system as being built with open architecture in a way that will easily allow the sharing of data with or without third-party applications and whether it will be easy to access our data in non-proprietary formats. Describe your assurance to the City that access to our data will not be made difficult in the event it is needed for other systems.

MARK43 RESPONSE:

One of the core features of Mark43 RMS is to promote and ensure information sharing between all mission critical systems and neighboring agencies to increase operational efficiency and first responder safety. Mark43 RMS has an open API to exchange information with other third-party systems to significantly reduce or eliminate duplicate data entry.

With Mark43, public safety agencies can “Think Beyond the Incident” and have modern technology that does not have the *barriers of information sharing* old tech is ridden with. The Mark43 platform enables public safety agencies to have multiple historical and real-time views of a crime incident without having to switch applications.

VPD will remain the owner of all data which can be accessed through API views or SQL pulls.

25. FIELD DESCRIPTIONS (1 page maximum)

Describe whether data field descriptions explain in plain English what the data field is and if there is an optional alternative view users can request with a key or click that displays the database table description for each field. Please provide screenshots.

MARK43 RESPONSE:

Yes, data field descriptions explain in plain English what the data field is. Additionally, tool tips and field labels are configurable by the department (ideally by an EU with administrative role access) in our administration menu.

26. DATA VALUE DESCRIPTIONS (1 page maximum)

Describe whether data values are displayed and stored in plain English instead of codes/numbers/abbreviations.

MARK43 RESPONSE:

Yes, data values are displayed and stored in plain English. The configurable fields are stored in attribute tables and have lookups associated with each plain English value.

27. SYSTEM CONTINUITY (1 page maximum)

Describe if your system will automatically store user entered data in real time on the user's computer or an external storage device in case an error or connection loss occurs, and a general description of the technological attributes that makes this possible.

MARK43 RESPONSE:

All data entered in Mark43 RMS is available in real time platform wide for situational awareness and investigative purposes. Reports are immediately available to supervisors in draft mode as the officer writes their report. The report status changes as the officer submits the report to "pending" status. Rather than routing to one individual supervisor, the pool of pending reports is available to all supervisors with appropriate permission to review and approve reports. Robust filtering as well as in-app, email, and text notifications ensure that supervisors and relevant follow up units have real time updates on the reports they want to see and are responsible for.

28. CASE NUMBERING (1 page maximum)

Describe whether your system will support an agency defined case numbering style in terms of number and types of digits and characters (describe the formats) and whether a secondary/sub-set type of case numbers can be utilized for certain specialized users of the system.

MARK43 RESPONSE:

Case numbers in Mark43 are completely configurable. During the Department Assessment Mark43 will learn department workflows and configure case numbers to match VPD's desired work flow.

29. DATA CONVERSION (4 page maximum)

Describe your approach to data conversion, data mapping and data cleansing of legacy data and include the following:

a) How will you convert records containing partial data (i.e. partial names, partial phone numbers, unknown persons with physical descriptors) in a way that will ensure they will be returned in search queries?

MARK43 RESPONSE:

Data Migration Project Governance

All historical data ultimately belongs to the client agency, therefore, migrations require a data governance board led by business and IT users committed to the success of the new system and empowered to make decisions and drive actions. The governance board will meet with Mark43’s deployment team regularly to ensure a successful migration.

Role	Responsibility
Mark43 Project Manager	Perform client technology, functional, process, and policy gap analyses and synthesize recommendations in preparation for product development and implementation
Mark43 System Architect	Perform client technical walkthrough and work hand-in-hand with client IT dept and integration partners to ensure completely functional implementation
Client Statistics/Analysis Rep	Understands the agency’s reporting requirements, how they’re met, and report stakeholders.
Field Functional Expert	Understands field operations and the workflow, processes, and forms associated with officer’s day-to-day tasking
IT Business Analyst/ Database Administrator	Understands client database and the data

Mark43 finds that each data conversion is unique based on the complexity and cleanliness of the legacy data, the scope of the conversion, and the method of cutover.

Mark43 will perform this legacy conversion as part of our proposed Solution for an RMS for VPD. Conversion services take place on-site at your office and data is also accessed remotely by Mark43. A high-level overview of Mark43’s approach to data conversion is included for review.

Minimum information required prior to conversion:

1. Number of tables to be migrated
2. Number of records, quality and consistency of legacy data
3. Cutover method (run in parallel or set a cutoff date/time)

Method:

- With the help of the department, Mark43 will conduct a mapping of data fields from the legacy RMS to Mark43 RMS
- The Mark43 Interface Server will pull data directly out of the legacy RMS database and migrate it over via Mark43's bulk data ingestion API
- Mark43 will follow a standard data validation plan that involves counts of key data elements, manual validation on a sample of data, and comparison of key statistical measures between the legacy system and Mark43 RMS
- The City will conduct data validation according to its acceptance criteria based on data migrated over within Mark43 RMS application
- Mark43 will make any edits as identified by the validation process

Out of Scope:

- Audit data (including report history)
- Data elements not supported in Mark43 RMS
 - Data elements that exist in the legacy system but not in Mark43 RMS may be migrated over as free text or be dropped altogether
- Data cleanup not directly related to the mapping of data fields and attributes
- Custom validation outside of the agreed-upon standard validation plan

b) Describe your process for cleaning data during the data conversion process to eliminate duplicate and/or unnecessary information contained in:

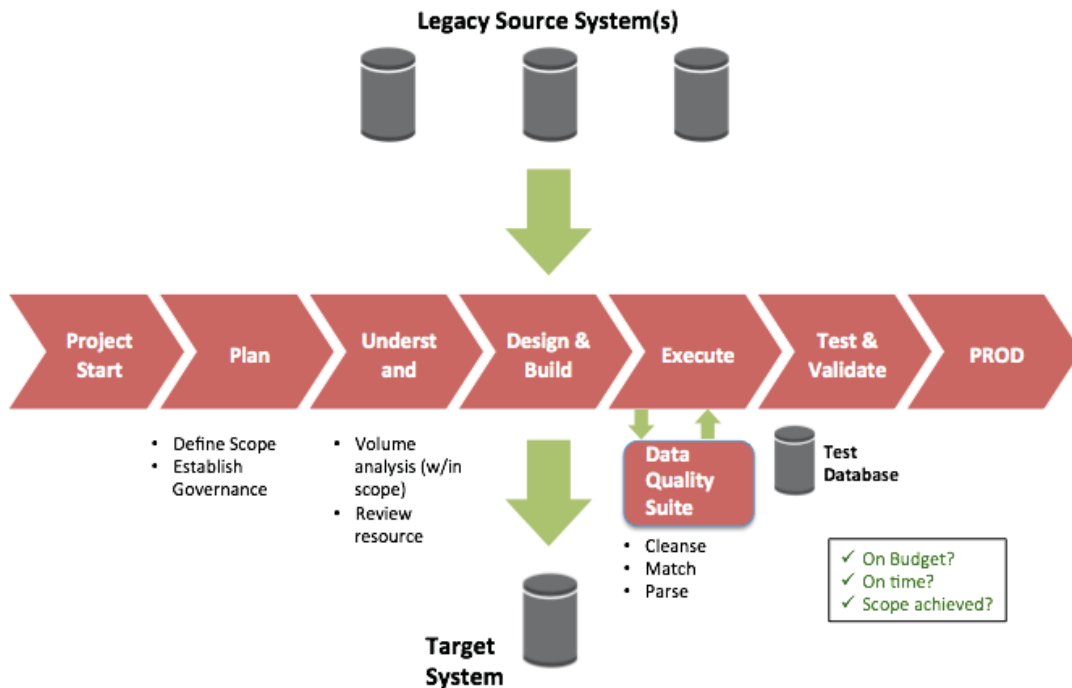
1. Names
2. Addresses
3. Vehicles
4. Property
5. Reports

MARK43 RESPONSE:

The most effective way of delivering a successful data migration is to limit the scope of migration based on functional needs then fully understanding the data sources before starting to specify migration code. This is best achieved with an in-depth needs and risks discussion, a decision on the scope of work, then a complete profile and audit of all source data (within scope) at an early stage, and it can deliver tangible benefits:

- With complete visibility of all source data, the team can identify and address potential problems that might have remained hidden until a later stage
- The rules for planning, mapping, building, and testing migration code can be based on a thorough analysis of all source data rather than a small sample set
- Decisions can be based on proven facts rather than assumptions
- Early data validation can assist with cutover decisions

- Establishing an in-depth repository of knowledge about the sources to be migrated enables organizations to deliver more-accurate specifications for transferring data faster



Mark43's Effective Approach to Data Migration

30. USER ALERTS (1 page maximum)

Describe the extent to which the system enables users to enter an "alert" on a person, location, or vehicle indicating that it is associated with special circumstances. These circumstances could include "mental health" or "drug/alcohol abuse." Describe how users can search for such information and be notified of such alerts when writing reports. If this is best achieved using a report title or other option, please describe.

MARK43 RESPONSE:

Mark43 RMS allows users to quickly and easily add caution alerts to Master Entity Profiles (person, locations, vehicles) to inform the viewer of critical information associated with that entity. There are no restrictions to the title of these alerts. Cautions are easily configurable and can be activated or deactivated at the discretion of the agency. When a known individual is added to a report, the cautions associated with that person are also clearly listed on the report. End-users may search for entities with specific cautions using the Mark43 Advanced Search feature and quickly retrieve those results.

31. ATTACHMENTS (2 page maximum)

Describe if photo, video and audio files can be attached to records, what file types are compatible, whether third-party software is required to view or listen to attachments, and the process for attaching these files. Please provide screenshots that display the system's attachment features and where files can be attached (i.e. to names, vehicles, reports, arrests, field interviews/contacts etc.). Include whether there is a central location within the system where attachments are searchable and viewable as well as being attached to individual records.

MARK43 RESPONSE:

Users can attach/upload any file type into the RMS, including photo, video, and audio files. The only file type Mark43 does not accept are .exe or executable files. Third party software is not required to view or listen to attachments. Files are uploaded to the RMS through the "attachment side panel." Attachments are found through the specific report/case number or through our Advanced Search, which gives users the ability to search any attachment in the RMS by File Name, File Contents Keyword Search, Uploaded Date and Uploaded To (Person, Report, Item).

32. SEALING AND EXPUNGING (1 page maximum)

Describe whether the system includes a feature to assist with sealing or expunging records per a court order. Describe the capabilities and features of this function, and whether or not these records are retrievable at a later time if needed.

MARK43 RESPONSE:

Sealing and expunging records, like all abilities in Mark43 RMS, is possible for users included in Roles (groups of users) with the applicable permissions. Roles and permissions are highly configurable by agency administrators.

33. PERFORMANCE METRICS (1 page maximum)

Please describe the type of performance metric data that a user can pull from the system in order to analyze employee activity data, including if searches can be done per user group (i.e. traffic unit), beat, or otherwise.

MARK43 RESPONSE:

The powerful analytics and reporting capabilities of Mark43 platform will enable VPD users to assemble information (such as workload statistics by RMS activity type) and make that information available to users throughout departments. Any data added into the Mark43 system is immediately discoverable system-wide and can immediately be used for system-wide reports and dashboards. Our extremely easy and configurable advanced search allows users to customize granular searches that enable users to have up to the minute insight into data being added into the system.

Capabilities include:

- Statistical configurable report module

- Efficient report design and advanced data models
- Ability to customize reports and export to multiple file types (Word, PowerPoint, Excel, etc.)
- Ability to produce ad-hoc reports

Mark43's advanced search functionality enables ad-hoc queries to be performed directly in the system. The search also is extremely performant and returns results within a few seconds rather than the many seconds to minutes that other systems may take. In addition, these results can be exported to Excel for further analysis and creation of visualizations. If dashboards are required, Mark43 provides the ability to create dynamic dashboards specifically designed for department needs.

There is no limit to the number of custom fields or statuses that may be included in developing unique Report Types, therefore agencies are able to configure fields and/or statuses to develop reports on special issues. The standard pre-formatted reports that ship with Mark43 systems are determined upon implementation based off each department's preferences. This may include around 8-10, but the number of Report Types made available is configurable. As examples, some of the most standard or common report types may include:

- Compstat Report:
- Crime Analysis
- Offenses per Region
- Midnight Report: Dispositioned Firearms and Items
- Midnight Report: Serialized Firearms and Items
- Officer Interaction Analysis
- UCR - AARC/BIAS Supplement Information
- UCR - ASRE Supplement - Adult Jacket
- UCR - ASRE Supplement - Juvenile Jacket
- Use of Force Statistics

34. REPORT WRITING FUNCTIONALITY (1 page maximum)

Please describe if the system will guide users through writing an incident report by prompting the user for information that is required by NIBRS or agency business rules based on the type of report being written. Please describe this feature.

MARK43 RESPONSE:

Report templates in Mark43 RMS are intuitive and context-sensitive. Mark43 works with participating agencies during the implementation period to design Report Types that suit the agency's business rules. Further, information and fields mandated by NIBRS are always included in all report types. During the report writing process, users are guided through a modern UX while being presented with contextualized fields and forms based on the report and offense type in question.

35. NIBRS (1 page maximum)

Describe if users can request to have the system check for NIBRS errors prior to submitting reports and will be directed to where an error is and how to fix it. Please describe this feature. Also describe how administrators check for and correct NIBRS errors after reports have been submitted.

MARK43 RESPONSE:

Mark43 RMS includes active error checking and reporting features enabling both administrators and users to validate, check, and resolve discrepancies.

Mark43 RMS Error Checking Features and Functions

- Mark43 RMS reports contain active error detection which reduces the input of inaccurate data.
- Records division has immediate access to approved reports for review and validation. Upfront UCR and NIBRS validations ensure that records can focus on report content rather than simple data entry errors.
- Mark43 RMS both uses and enhances the standard office functionality, which includes spell and grammar-checking. Narratives in the system can include all the standard formatting expected in MS Word. Reports can be printed out to easy-to-digest PDF documents. In addition, officers can easily copy/paste into narrative fields from MS Word and maintain their expected formats.
- Mark43 RMS includes rule-based engines to automate regulatory mandates related to juvenile contacts. System administrators will also have the ability to configure codes and workflows to adjust to any change to the law.
- Mark43 RMS includes a feature called NIBRS Workspace, where users can run a monthly “batch error check” on UCR approved reports to submit to the state and FBI. Users view errors in each report and click directly in the report to fix any identified errors.

36. CRIME COUNTS (1 page maximum)

Describe if the system requires users to enter a "count" number when writing incident reports for the number of crimes committed. Please describe how your system counts the appropriate number of offenses for NIBRS reporting purposes, noting the different counting methodology between persons and property crimes per NIBRS rules.

MARK43 RESPONSE:

No, Mark43 does not require the user to enter a “count” number when writing incident reports for the number of crimes committed, they system does this automatically. Person and property crimes are only counted differently for UCR, not NIBRS. For UCR - crimes are tallied once per victim, and property once per offense. For NIBRS - every suspect and every victim for every offense is counted. During implementation we work with departments map all offenses to the appropriate NIBRS code and through our NIBRS workspace, departments get the opportunity to see their error rate and make corrections (with specific guidance by the system) before submission to the State.

37. ROUTING (1 page maximum)

Please describe if the system will automatically route reports to pre-defined internal and/or external users and groups based on the report title, statute, or other data field, and if the receiving party will be automatically notified and how.

MARK43 RESPONSE:

Mark43 RMS fully supports an electronic workflow to promote operational efficiencies and eliminate manual interventions to maintain automatic progression of workflows. Leveraging modern technology, Mark43 has enabled a report approval process that streamlines data collection and reduces duplicate data entry. All reports created go through approval stages.

Mark43 RMS supports Records personnel making edits to NIBRS fields without altering the officer's report. Mark43 RMS supports users editing reports approved by Records personnel and requires their resubmission for approval. When reports are returned to draft, Records personnel are notified of the action. All changes to the report after approval are noted in a comprehensive report history which tracks field by field changes.

Mark43 RMS reports always contain an approval status. Reports can be worked on when they are in Draft and Rejected status.

The high-level process is illustrated below:



When Officers complete a report, it is submitted for approval. During this phase, reports are in pending status. Reports remain in pending status until an officer reviews the report and either rejects or approves it. Reports are approved through e-Sign. Supervisors are able to electronically sign reports eliminating the need to print reports solely for the purpose of obtaining a wet signature. When a report has been approved by a Supervisor, it becomes eligible for approval by Records (UCR/NIBRS) Admins, who may approve or reject the report. All changes made to reports are tracked in a comprehensive, field-level history.

Approval Statuses

MARK43 REPORT APPROVAL STATUSES	
Draft	Reports that are either created and not submitted for approval, or reports that have been returned to draft and have not been submitted.
Rejected	Reports that have been rejected by a reviewer.
Submitted	Reports submitted and pending approval.
Approved	Reports that have been approved by a supervisor. This is also the status that records reviewers look to as their own work queue.

Approval rules are configurable by group in Mark43 RMS.

38. SECURITY (3 page maximum)

Describe all security standards and/or certifications your company and system maintains. Include each specific security standard and level of each, if applicable, that the RMS and associated data storage systems and services are in compliance with including, for example, FIPS 140, ANSI/TIA-942, and CJIS. Also include how your company achieved and maintains compliance with the security standards on an ongoing basis. Describe your encryption, login, auditing, and penetration testing and security features and standards.

MARK43 RESPONSE:

Mark43 remains up to date on the most recent version of the CJIS Security Handbook. All Mark43 employees have completed CJIS Security Training. The company’s security and policies are independently audited biannually. A biannual security audit also confirms the efficacy of the company’s security processes. The results of these audits are available to clients upon request. Mark43 utilizes AWS GovCloud, a cloud solution provider with High FedRamp authorization, for all of production data storage. All customer data is stored in the United States.

MARK43 PUBLIC SAFETY PLATFORM ARCHITECTURE	
Cloud provider:	Amazon Web Services (AWS)
Region:	AWS GovCloud Region
Data encryption (in transit):	FIPS 140-2 validated HTTPS endpoints utilizing AES-256
Data encryption (at rest):	AES-256
Data encryption (between applications and database):	TLSv1.2
Supported databases:	MySQL v5.7.19 or MS-SQL Server Standard Edition 13.00.4422.0.v1 (SQL Server 2016)
Programming language:	REACT/js (front-end) Java (back-end)

Cloud provider:

AWS operates, manages, and controls the infrastructure components, from the host operating system and virtualization layer down to the physical security of the facilities in which the services operate.

SOC II Report

AWS's SSOC II Report is only available under NDA. Their SOC III report which demonstrates that AWS has met the AICPA Trust Service Security, Availability, and confidential principles and criteria is available at: https://d1.awsstatic.com/whitepapers/compliance/AWS_SOC3.pdf

Stage 2 assessment against the ISO 27001:2013 Results of a Stage 2 assessment against the ISO 27001:2013 security control baseline AWS's ISO 27001 Certification is available at: https://d1.awsstatic.com/certifications/iso_27001_global_certification.pdf

NIST Security Assessment Report

NIST Security Assessment Report (SAR) identifying the level of security (Low, Moderate, High) or for cloud-based systems, FedRAMP SAR covering the Infrastructure, Platform, and Application layers of the cloud service model

FedRAMP Impact

Levels: <https://marketplace.fedramp.gov/#/products?sort=productName&productNameSearch=AWS>

 AWS GovCloud	IaaS PaaS	High	 FedRAMP Authorized	78 Authorizations
 AWS US East/West	IaaS PaaS	Moderate	 FedRAMP Authorized	93 Authorizations

HITRUST 3rd party Assessment Report

For information on AWS and HITRUST please see <https://aws.amazon.com/blogs/apn/hipaa-and-hitrust-on-aws/>

Level 2 Cloud Security Alliance (CSA) STAR Attestation or Certification

CSA STAR Level 2 Certification is based on ISO 27001. AWS publishes our ISO 27001:2013 certificate

	at https://d1.awsstatic.com/certifications/iso_27001_global_certification.pdf
Database and system security:	All Drives and Databases are encrypted. All User access is logged. All command executed on the servers are logged and alerted on. Network traffic out of the environment is monitored and restricted to only known services. Server Security patches are applied twice daily if available, all other patches are applied every 2 weeks. All servers are firewalled off and can only communicate over approved ports to approved servers.

Additionally:

- *Provide a copy of your incident response policy & procedure including timelines for response and notification of a potential Protected PII data breach*

MARK43 RESPONSE:

Mark43's Incident Response Plan establishes recommended organization, actions and procedures to:

- Recognize an Incident and notify Company management;
- Assess an Incident quickly and effectively;
- Organize Company's response activities;
- Escalate response efforts based on the severity of the Incident; and
- Support business recovery efforts in the aftermath of the Incident.

In the event of an Incident, the Chief Information Security Officer ("CISO") will be responsible for determining whether to convene the Corporate Information Security Team ("CIST" or "Security Team"). The CISO will make this determination in consultation with Company Legal Counsel based on facts available at the time an Incident is reported. In the event the CISO is unavailable, the decision whether to convene the CIST should be made by the CIST Technical Lead.

All communications about the Incident external to the CIST must be approved by the CISO.

All communications about the Incident external to Company must be approved by the CEO and Company Legal Counsel.

Every employee of Company has the responsibility to immediately report a suspected or known Incident to the CISO. The initial Incident report may be in writing or delivered orally. The CISO (or his/her designee) shall immediately work with the reporting individual to gather and organize the following items, among others:

- date and time of Incident discovery;
- general description of the Incident;
- systems and/or data at possible risk;

- actions they have taken since Incident discovery; and
- contact information.

If the CISO determines, in consultation with Company Legal Counsel, that the Incident is of such severity, importance or potential impact that the CIST must be convened, appropriate notification shall be sent immediately to all CIST members, other Company personnel, and necessary external resources.

The CIST must then complete the Mark43 Incident Response Plan, which includes the following steps:

- Develop and implement a containment strategy
 - Preserve evidence
 - Identify and engage relevant expertise
 - Assess the cause and type of incident
 - Reporting
 - Remediation steps
 - Post-incident documentation
- *Include who performed your most recent independent CJIS audit and indicate if you will provide copies of the audit*

MARK43 RESPONSE:

Mark43 does not have a Department of Justice certification of compliance with the Criminal Justice Information Services (CJIS) since there is no central CJIS authorization body, no accredited pool of independent assessors, nor a standardized assessment approach to determining whether a solution is considered CJIS compliant.

- *Provide a copy of your disaster response/business continuity plans and timelines for restoration and recovery*

MARK43 RESPONSE:

Mark43 implements the following Disaster Recovery practices:

1. Active/Active Environments
2. Scheduled Backups
3. Routine destruction of live servers

Active/Active Environments

Mark43 servers are in AWS GovCloud. The environments are mirrored between 2 physically separated availability zones. The product is architected to remain functional should an entire availability zone fail. Elastic load balancers, dynamic DNS, and health checks are used to route traffic to fully functional servers.

- Mark43 system backup occurs seamlessly in the background with a maximum window of 30 (thirty) minutes and does not affect the live operation of the system.
- All backups and restorations are performed by Mark43 and Amazon. VPD will not be required to perform any tasks associated with backup.

- Mark43 uses New Relic intelligence platform for digital performance monitoring and management.
- Mark43 relies on the Amazon Web Services console and Command Line Interface to manage the Mark43 application networks. Mark43 uses ansible and git for deployment and configuration management.
- When the system detects a need to initiate failover, Mark43 RMS users will either notice that their requests take longer, or requests may fail to complete for up to 30 seconds.

Recovery Process from Failure on Mark43 RMS

1. Establish reverse mirroring/replication from the DR instance back to Mark43 RMS production instance for Mark43 RMS.
 2. Freeze data changes to the DR site.
 3. Re-point users to the primary site.
 4. Unfreeze the changes.
- *What monitoring, policies and procedures have you put in place to control the use and disclosure of Protected PII*

MARK43 RESPONSE:

VPD user accounts and data can only be accessed by Mark43 personnel through written consent by the Purchasing Entity.

The only engineering team that has access to VPD data is in New York, NY. There is a client support team located in Los Angeles, CA that can also access VPD data with consent from the client.

Through our Background Check Policy, we require commercial criminal backgrounds screens of all employees and contractors prior to starting work with Mark43. Additionally, employees that are granted client production database access typically undergo additional client background screens through Triple I or NICS, or similar, at the direction of the client.

- *Provide a copy of your back-up strategy, procedures and schedule for all Criminal Justice Information/Criminal History Record Information transacted and maintained in your system*

MARK43 RESPONSE:

Mark43 maintains a Change Management Policy with strict user access permissioning and controls. If an employee is transferred, terminated, or production access is revoked, our systems are updated to reflect these changes.

All drives and databases are encrypted. All user access is logged. All command executed on the servers are logged and alerted on. Network traffic out of the environment is monitored and restricted to only known services. Server Security patches are applied twice daily if available, all other patches are applied every 2 weeks. All servers are firewalled off and can only communicate over approved ports to approved servers.

All data is encrypted between the user and the Mark43 environment via TLS. Customer Criminal Data is encrypted at rest. Intrusion Detection Software is installed on all Mark43 application servers. Access to Mark43 Production environments is provided on an as needed basis. Segregation of Duties requires restriction of certain administrative actions for certain users. Provisioning of a production access account requires approval of the Director of Engineering, People Operations, and Security. All users approved to access Production data require level 4 CJIS training and a fingerprint-based background check by a Law Enforcement agency. A User Entitlement Review is conducted biannually to assure users have the appropriate permissions.

All Mark43 workstations have antivirus and MDM software installed. Access to USB storage devices are disabled for users with access to production systems. Mark43 encrypts all company hardware and requires complex passwords on all devices.

- *Describe who is responsible for identifying and addressing vulnerabilities in the network and system components*

MARK43 RESPONSE:

Mark43 offers clients a status page of the application. Mark43 contractually commits to maintaining its share of CJIS requirements and regularly performs its own security activities for its own part of the shared responsibility for CJIS.

Public Safety Platform Security - Shared Responsibility

Responsibility Matrix	AWS	Mark43	VPD
Cloud infrastructure security / availability	✓		
Application security / availability		✓	
Customer Data		✓	✓
Access, usage, network security of agency network			✓

- *What access do your personnel have to the application’s sensitive data*

MARK43 RESPONSE:

See response to questions above.

39. PERFORMANCE (1 page maximum)

The system should perform at a 99.99% uptime level and search queries shall return results within 2-3 seconds. Describe your system performance standards and capabilities and how the system's performance is impacted by instances of high demand due to increased user activity, large search queries, or increased network traffic.

MARK43 RESPONSE:

Mark43 RMS is hosted on Amazon Web Services GovCloud (US) infrastructure, which allows for dynamic scaling, security, and redundancy due to multiple data centers.

Mark43 RMS comes packaged with being part of AWS and automatically scales to meet any demands placed on the system. All infrastructure needs are supplied by the Mark43 team. The system is redundant across multiple availability zones and backup and restore procedures are automatic. The security of the system is ensured by Amazon's GovCloud infrastructure team and Mark43's infrastructure team per CJIS policies.

Mark43 RMS will have 99.9% minimum uptimes 24/7/365 for all users throughout the duration of the VPD's subscription agreement.

In the event that Mark43 fails to make the RMS available at least 99.9% of the time in any given month during the Regular Usage Period due to RMS Unavailability (as defined below), Mark43 will credit the Subscriber's account for the unavailable RMS as follows:

RMS Availability (Monthly)	Credit Percentage
Above 99.9%	0%
99.8 – 99.0%	10%
98.9 – 98.0%	20%
Below 97.9%	30%

40. CJIS SECURITY POLICY CONFORMANCE (6 page maximum)

For each of the current FBI CJIS security standards, provide a general description of your system's and company's technical, programmatic, and infrastructure compliance with each, as applicable, including those of any sub-contractors and data storage providers that will be utilized to support the system.

MARK43 RESPONSE:

Mark43 and CJIS Security Policy

Mark43 adheres to CJIS security policy by implementing these procedures as standard part of our core business operations:

- Mandatory CJIS security training for all employees
- Background checks for all employees, contractors, and partners
- Restricted access to client data
- Triple I or NICS background checks required for employees accessing production data

- Data encryption in transit, at rest, and between applications and databases
- Multi-level change management policy managing user access, permissions, and controls
- Audit logs of all actions on servers
- Monitoring of network traffic
- Server security patches applied twice daily

AWS and CJIS Security Policy

AWS services support customer CJIS requirements by addressing the CJIS Security Policy Areas. AWS infrastructure and services have been [reviewed by state and federal law enforcement agencies](#), which confirm AWS's competence in supporting customer CJIS workloads. AWS has a CJIS agreement in place with the State of Washington since October 2016.

Beyond the assurance programs available to all commercial regions, AWS GovCloud (US) allows customers at the state, local and federal level to adhere to ITAR, FedRamp/FISMA High and DoD SRG impact levels 2, 4 and 5.

Law enforcement customers (and partners who manage criminal justice information) are taking advantage of AWS services to dramatically improve the security and protection of CJ data, using the advanced security services and features of AWS, such as:

- Activity logging (AWS CloudTrail).
- Encryption of data in motion and at rest (Amazon S3's Server-Side Encryption with the option to bring your own key)
- Comprehensive key management and protection (AWS Key Management Service and CloudHSM).
- Integrated permission management (IAM federated identity management, multi-factor authentication).

41. NATIONAL INFORMATION EXCHANGE MODEL (NIEM) CONFORMANCE (1 page maximum)

The RMS must interface to the systems listed herein. Please describe your conformance with NIEM standards and utilization of specific information exchange package documentation (IEPD) currently available that you intend to use for this project. Also include your current data exchanges that you intend to utilize for this project which are not NIEM conformant.

MARK43 RESPONSE:

Mark43 conforms with NIEM standards and these other recognized industry standards:

- Criminal Justice Information Systems (CJIS) - FBI
- Integrated Justice Information Systems (IJIS)
- International Association of Chiefs of Police (IACP)
- Law Enforcement Information Technology Standards Council (LEITSC)
- Police Executive Research Forum (PERF)

Mark43 will develop interfaces to meet the requested data exchange requirements VPD has for the RMS and other third-party applications.

Common data exchange methods Mark43 uses are:

- Push relevant information from Mark43 Database SQL views
- Use of Mark43 Public API to ingest and execute functions necessary within Mark43 RMS
- Use of a 3rd Party Switch Connector and Mark43 Data Exchange API to fully integrate with Mark43 RMS
- Shared file interface and use of Mark43 Public API to ingest and execute functions necessary within Mark43 RMS

42. DATA DICTIONARY (1 page maximum)

Describe if a data dictionary for your system will be provided that includes table and data element definitions; schema with technical notes for each element, such as type, size, primary and child key(s); and field descriptions. Also describe if the system documentation includes information on entity maintenance, such as dates of creation, last modification, termination and source, and includes the ability for users to update the dictionary and make notes.

MARK43 RESPONSE:

Mark43 RMS includes these documents as part of the proposed solution:

MARK43 SYSTEM MATERIAL	DESCRIPTION
Data dictionary	Made available to authorized users. Mark43 RMS will provide the system data dictionary to use for producing ad-hoc reports.
Application Programming Interface (API) Technical Manual	Made available to authorized users and restricted to active subscription sites. Mark43's Application Programming Interface Technical Manual is based on Swagger UI. Swagger UI allows our end consumers to visualize and interact with the API's resources without having any of the implementation logic in place. It's automatically generated from our specification, with the visual documentation making it easy for back end implementation and client-side consumption.
User Acceptance Test (UAT) Scripts	Real world use case scenarios categorized by discipline followed by all Mark43 RMS testers at Mark43 and VPD.
Entity Relationship Diagrams	Made available to authorized users. Diagram will include field descriptions describing the data stored in each field and schemas provided with technical notes for each element.

Section IV. – References (Appendix D.)

Provide at least three references that are similar in size and requirements to this project, and that have implemented your software in the past five years. Reference sites should be fully implemented and live on the current version of the software.

Name of Agency: Clackamas County Sheriff (OR)	
Contact Name/Title: Detective Bill Terway	Telephone #: (917) 235-3027
Modules/Functionality Installed: Records Management System with Property & Evidence	
Go Live Date: December 13, 2017	
Other comments: Mark43 Products and Services contracted: Mark43 RMS with Property and Evidence, Implementation, Training, Data Conversion, Interface Development, Ongoing maintenance and support.	

Name of Agency: King County Sheriff (WA)	
Contact Name/Title: Patti Cole-Tindall, Chief of Technical Services Division	Telephone #: 206-263-2878
Modules/Functionality Installed: Records Management System with Property & Evidence	
Go Live Date: July 16, 2018	
Other comments: Mark43 Products and Services contracted: Mark43 RMS with Property & Evidence, Implementation, Training, Data Conversion, Interface Development, Ongoing maintenance and support.	

Name of Agency: Richmond Police Department (CA)	
Contact Name/Title: Captain Arnold Threets	Telephone #: (510) 233-1214
Modules/Functionality Installed: Records Management System with Property & Evidence	
Go Live Date: October 29, 2017	
Other comments: Mark43 Products and Services contracted: Mark43 CAD, Mark43 RMS with Property & Evidence, Implementation, Training, Data Conversion, Interface Development, Ongoing maintenance and support. Mark43 CAD launch scheduled for Q4 2018.	

Section V. – RFP Exceptions (Appendix E.)

See following page for signed, Appendix E.

Appendix E. RFP EXCEPTIONS

It is the intent of the City of Vancouver to contract with an RMS Software Vendor. All Vendor representations, whether verbal, graphical or written, will be relied on by the City of Vancouver in the evaluation of the responses to this Request for Proposal. This reliance on the Vendor's represented expertise is to be considered as incorporated into any, and all, formal Agreements between the parties.

PRINT THE WORDS "NO EXCEPTIONS" HERE _____ IF THERE ARE NO EXCEPTIONS TAKEN TO ANY OF THE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE REQUEST FOR PROPOSAL DOCUMENTS.

IF THERE ARE EXCEPTIONS TAKEN TO ANY OF THESE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE REQUEST FOR PROPOSAL DOCUMENTS, THEY MUST BE CLEARLY STATED ON THE TABLE ON THE FOLLOWING PAGE AND RETURNED WITH YOUR PROPOSAL.

IF YOU PROVIDED A SAMPLE COPY OF YOUR CONTRACT(S) YOU STILL NEED TO IDENTIFY IN THIS DOCUMENT ("RFP EXCEPTIONS") ANY AND ALL EXCEPTIONS YOU HAVE TO THE TERMS AND CONDITIONS.

Firm or Individual	Mark43, Inc.
Title	Co-founder and Vice President of Operations
Telephone	(212) 739-7803
Email	matt@mark43.com
Address	28 E. 28th Street, 12th FL New York, NY 10016

PRINT NAME AND TITLE

Matthew Polega, Co-founder and Vice President of Operations

AUTHORIZED SIGNATURE



DATE July 25, 2018

Add any additional line items for exceptions as necessary and reference any explanatory attachments within the line item to which it refers.

	RFP Section #, Page #	Exception Describe the Nature of the Exception	Explanation of Why This is an Issue for You	Your Proposed Modification or Resolution, if any
1	17	Limitation of Liability for Indemnification	Mark43, as a small business, cannot agree to an unlimited indemnification provision. We can, however, provide indemnification up to the amount of the fees paid by the City of Vancouver.	Modify the contract to cap indemnity at the amount the City of Vancouver pays for services under the contract.
2	70	Third Party Contractors	Mark43 offers a proprietary solution, which means that only Mark43 subcontractors can perform work in connection with the services Mark43 will provide the City of Vancouver. Mark43 will use its best effort to interface and work with any third-party vendor the City of Vancouver uses in connection with this RMS procurement.	Clarify that only contractor subcontractors can provide the services that the City of Vancouver orders under the contract.
3	78	Vendor Indemnification	Mark43, as a small business, cannot agree to an unlimited indemnification provision. We can, however, provide indemnification up to the amount of the fees paid by the City of Vancouver.	Modify the contract to cap indemnity at the amount the City of Vancouver pays for services under the contract.

4	78	Proprietary Rights Indemnification	The scope of Mark43's intellectual property indemnification is set out in its software license and services agreement.	Reference Mark43's indemnification language, which is contained in its software license and services agreement. Mark43's license must be included in the final terms of the contract.
5	80	Most Favored Customer	Mark43's services are specific to each customer and, for this reason, we cannot agree to a most favored customer clause.	Remove the MFC clause.
6	83	Passage of Title	This provision is inapplicable to a software as a service solution.	Remove the clause from the contract.
7	84	Grant of License	Mark43's comprehensive license is contained in its software license and services agreement, which will become part of the final contract.	Remove the clause and reference Mark43's software license in the final agreement.
8	84	Copies of License	Mark43's comprehensive license is contained in its software license and services agreement, which will become part of the final contract.	Remove the clause and reference Mark43's software license in the final agreement.
9	84	Permitted Use	Mark43's comprehensive license is contained in its software license and services agreement, which will become part of the final contract.	Remove the clause and reference Mark43's software license in the final agreement.
10	84	APIs	Mark43's comprehensive license is contained in its software license and services agreement, which will become part of the final contract.	Remove the clause and reference Mark43's software license in the final agreement.

11	85	Ownership of Vendor Software and Modifications	This section is inconsistent with a software as a service solution. Mark43's system is proprietary, and we do not allow others to modify our services.	Remove the clause from the contract.
12	85	Cost of Delays	This section is inconsistent with a software as a service solution. Mark43's software license and services agreement contains comprehensive protection and remedies for service outages.	Remove the clause and reference Mark43's software license and services agreement.
13	87	Third Party Software	Mark43 clarifies that it will subcontract necessary work under the agreement.	Remove the clause and reference Mark43's software license and services agreement.
14	87	XIV	Source Code	Mark43 does not offer source code in escrow.

Section VI. – Price (Appendix F.)

CLOUD PRICING

A. SOFTWARE					
Item #	Product Name	Description	Quantity	Unit Price	TOTAL
1.	Mark43 RMS with Property and Evidence	SaaS police records management and report writing system with property and evidence <ul style="list-style-type: none"> • NIBRS module • Report writing module • Search and advanced search module • Locations module • Analysis module (up to 50 licenses) • Case management module • Administrator module <ul style="list-style-type: none"> • Records and data quality module • Auditing module • Notifications module • User and role management module • Property and Evidence module 	Sitewide annual subscription	\$included with subscription	\$included with subscription
2.	CommSys ConnectCIC Middleware	Mark43 utilizes CommSys ConnectCIC, a 3rd Party Switch Connector to interface Mark43's Data Exchange API with regional and national criminal justice information databases.	Subscription	\$included with subscription	\$included with subscription

SUB-TOTAL			\$included with subscription

B. HARDWARE			
Item #	Product Name	Description	TOTAL
1.	Not applicable.	Mark43 does not procure hardware.	\$
SUB-TOTAL			\$

CLOUD PRICING CONTINUED

C. INTERFACES					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.	ESRI	GIS	1	\$included with subscription	\$ included with subscription
2.	WACIC	Criminal information database	1	\$included with subscription	\$included with subscription
3.	SECTOR	Traffic crash diagramming	1	\$5,000	\$5,000
4.	WASPC	State reporting repository	1	\$included with subscription	\$included with subscription
5.	Hexagon CAD	VPD CAD system	1	\$5,000	\$5,000
6.	Tiburon Court	City / County case tracking system	1	\$16,500	\$16,500
7.	LexisNexis Accurint	Analytics	1	\$5,000	\$5,000
8.	LinXNorthwest	Analytics	1	\$5,000	\$5,000
9.	EIS RMS/JMS	Clark County Sheriff RMS and JMS	1	\$25,000	\$25,000
SUB-TOTAL					\$61,500

D. DATA CONVERSION					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.	Data migration	Converting legacy RMS system records to Mark43 RMS	1	\$25,000	\$25,000
SUB-TOTAL				\$25,000	\$25,000

E. PROFESSIONAL SERVICES					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.	Mark43 Project Management	<ul style="list-style-type: none"> Dedicated project team: Mark43 assigns a dedicated project team to work with VPD throughout the entire course of the Records Management System project. Project management: project plan, testing plan, change management, and risk mitigation. 	1	\$included in subscription	\$included in subscription
2.	CommSys Project Services	<ul style="list-style-type: none"> Project services to integrate ConnectCIC with Mark43 RMS for VPD 	1	\$3,360	\$3,360
SUB-TOTAL				\$3,360	\$3,360

CLOUD PRICING CONTINUED

F. TRAINING					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.	RMS Administrator/Supervisor Training			\$included in subscription	\$included in subscription
2.	RMS Train the Trainer Training – Patrol			\$included in subscription	\$included in subscription
3.	RMS Train the Trainer Training – Detectives			\$included in subscription	\$included in subscription
4.	RMS Train the Trainer Training – Records			\$included in subscription	\$included in subscription
5.	RMS Train the Trainer Training – Supervisor			\$included in subscription	\$included in subscription
SUB-TOTAL					

G. TRAVEL/LIVING					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$included in subscription	\$included in subscription
SUB-TOTAL					

CLOUD PRICING CONTINUED

H. MAINTENANCE and SUPPORT					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.	Mark43 RMS Support and Maintenance Package	<ul style="list-style-type: none"> • 24/7/365 live phone and email support • Online knowledgebase portal • Ongoing support and maintenance • Patches and fixes • Commitment to innovation and development of our product • Major quarterly upgrades and minor monthly updates • Dedicated Customer Success Team 	1	\$217,651	\$1,088,256
		SUB-TOTAL		\$217,651	\$1,088,256

CLOUD PRICING CONTINUED

I. OTHER						
Item #	Name	Description	Quantity	Unit Price	TOTAL	
1.				\$	\$	
2.				\$	\$	
3.				\$	\$	
4.				\$	\$	
5.				\$	\$	
6.				\$	\$	
7.				\$	\$	
8.				\$	\$	
9.				\$	\$	
10.				\$	\$	
11.				\$	\$	
12.				\$	\$	
13.				\$	\$	
14.				\$	\$	
15.				\$	\$	
16.				\$	\$	
17.				\$	\$	
18.				\$	\$	
19.				\$	\$	
20.				\$	\$	
SUB-TOTAL				\$	\$	

CLOUD PRICING CONTINUED

J. ASSUMPTIONS	
Item #	
1.	The agency will create policy and communicate the agreed-upon process changes to affected employees.
2.	The agency will provide or otherwise communicate general orders, standard operating procedures, training manuals, or other documentation related to processes that will be impacted by implementation of Mark43 solutions.
3.	Mark43 and the agency will review this document and mutually agree upon a date for the implementation and major tasks.
4.	The agency is responsible for the purchase, installation, and testing of any necessary hardware.
5.	The agency is responsible for the purchase of all applicable databases/licenses/software for 3 rd party systems that interface with Mark43 RMS.
6.	The agency is responsible for the wireless infrastructure and internet connection.
7.	Mark43 will have access to servers and workstations that are applicable to the interfaces and implementation.
8.	During implementation, Mark43's Technical Services team will have VPN access to the network and databases. After cutover, Mark43 will VPN into the live system only at the department's request.
9.	During implementation, Mark43's Client Solutions team will have access to user groups to conduct process and gap analysis to scope features that will be available at launch.
10.	The department will coordinate and facilitate any discussions with third party vendors and ensure they are available for support during implementation and cutover, if needed.
11.	Mark43 is not proposing hardware equipment as part of our proposal. Mark43 will provide consultation to the City and Mark43 approved hardware specifications prior to the City procuring hardware refreshes throughout the life of the contract. The Mark43 team will work with the City to ready hardware by installing Mark43 RMS on equipment used to access the system.

Item #	ITEM	TOTAL
1.	A. SOFTWARE	\$included in subscription
2.	B. HARDWARE	\$0 (not quoted)
3.	C. INTERFACES	\$61,500
4.	D. DATA CONVERSION	\$25,000
5.	E. PROFESSIONAL SERVICES	\$3,360
6.	F. TRAINING	\$included in subscription
7.	G. TRAVEL/LIVING	\$included in subscription
8.	H. MAINTENANCE AND SUPPORT	\$1,088,256
9.	I. OTHER	\$not applicable
	GRAND TOTAL	\$1,178,116

Describe your proposed payment schedule based on verifiable deliverables and/or project milestones. Include in your project timeline indications of the milestones listed below.

Mark43 is offering a pricing option where a portion of the contract is paid upfront. With this option, \$883,587 (eight hundred eighty-three thousand five hundred eighty-seven dollars) would be paid according to the milestones detailed below with \$37,552 (thirty-seven thousand five hundred fifty two dollars) paid annually for five (5) years.

Payment #	Description of Milestone	TOTAL
1.	Contract signing – 25%	\$220,897
2.	Deliver project plan – 25%	\$220,897
3.	Software configuration and testing complete – 25%	\$220,897
4.	System go-live – 25%	\$220,897
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
10.		\$
11.		\$
12.		\$
13.		\$
14.		\$
15.		\$
16.		\$
17.		\$
18.		\$
19.		\$

Section VII. – System Specifications (Appendix K.)

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
1.0	System Administration		
1.1.1	The agency system administrator can manage the following functionality settings without assistance from the vendor or other support personnel:		
1.1.2	Offense tables	Fully Capable	
1.1.3	Arrest tables	Fully Capable	
1.1.4	NIBRS data tables	Fully Capable	
1.1.5	Case management related tables	Fully Capable	
1.1.6	All tables listing physical descriptors of persons/vehicles/property	Fully Capable	
1.1.7	Individual user access rights	Fully Capable	
1.1.8	User group access rights	Fully Capable	
1.1.9	Adding, updating and removing or inactivating users	Fully Capable	
1.1.10	Routing of records	Fully Capable	
1.1.11	Report review and approval queues/workflows	Fully Capable	
1.1.12	Create pre-formatted narratives that can be used in various types of reports	Fully Capable	
1.1.13	Data fields throughout the system can be made mandatory or optional	Fully Capable	
1.1.14	Assign default values to specified data fields	Fully Capable	
1.1.15	Create customized user-defined data fields or free text fields throughout the system	Fully Capable	See Section VIII. Attachments for list of configurable fields.
1.1.16	The system provides textual descriptions of how each system administration feature operates and will display to the user how	Fully Capable	See Section VIII. Attachments for system administrator screenshots.

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
	changing settings will impact the system and users. Provide screenshots.		
1.1.17	The system has an online or in-application help feature that lists all available options for system configuration.	Fully Capable	
1.1.18	System configuration/administration changes can be made when system is live without having to shut it down or restart it.	Fully Capable	
1.1.19	The system will include a master user index with the following features:		
1.1.20	A system administrator can assign user rights levels including add, delete, modify to every user.	Fully Capable	
1.1.21	A system administrator can create user groups (patrol, investigations, etc.) and can assign users to each group.	Fully Capable	
1.1.22	A system administrator can create shifts and assign users to a shift (day shift, night shift, etc.).	Partially Capable	While users in Mark43 RMS are not assigned to shifts, supervisors and administrators can easily sort between reports written by time of day.
1.1.23	Administrators can add employment history to users including date hired, promotion dates, employment status, etc.	Fully Capable	
1.1.24	Users can enter information regarding equipment assigned to an employee.	Partially Capable	Mark43 RMS supports a mobile GPS device identifier.
1.1.25	Users can enter information regarding a employee's certifications (DUI certified, etc).	Fully Capable	
1.1.26	Users can search for records per user and the system will provide a listing of all records created by the user during a certain time period (user-defined time period).	Fully Capable	
1.1.27	Administrators can add contact information to a user/employee master record including phone, address, email, and emergency contact information.	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
1.1.28	Users can enter an employee's training history including course information.	Fully Capable	
1.1.29	The system will include standard NCIC codes for information entered into and managed by the system including persons, property, and vehicle descriptions.	Fully Capable	
1.1.30	The system is capable of continuous operation without degradation while files are backed up.	Fully Capable	
1.1.31	The system includes OCR capability allowing for attachments to be keyword searchable.	Partially Capable	Mark43 RMS supports text indexed PDFs.
2.0	Security and Auditing		
2.1.1	The system includes a full audit trail which logs all transactions including user access, searches, edits, record creation, modification, deletion, and system configuration changes as follows:		
2.1.2	Name and identifier of person conducting the transaction	Fully Capable	
2.1.3	Name of the computer where the transaction was initiated	Fully Capable	
2.1.4	Date and time of the transaction	Fully Capable	
2.1.5	The type of transaction	Fully Capable	
2.1.6	The results of the transaction	Fully Capable	
2.1.7	Pre- and post values for all edits to existing records	Fully Capable	
2.1.8	All log transactions can be searched and statistical reports can be generated utilizing a combination of the following:		
2.1.9	Date and time range	Fully Capable	
2.1.10	Record type	Fully Capable	
2.1.11	Transaction type	Fully Capable	
2.1.12	Data fields selected by user	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
2.1.13	User name	Fully Capable	
2.1.14	User groups	Fully Capable	
2.1.15	Computer name		
2.1.16	The user's query parameters	Fully Capable	
2.1.17	Permissions can be set to only allow certain user groups to view certain types of records.	Fully Capable	
2.1.18	The system will automatically capture, for every record created, the user's name, identification number, time and date of the record and the name of the computer used at the time of creating the record.	Fully Capable	
2.1.19	The system's mobile capability meets the most current CJIS standards.	Fully Capable	
2.1.20	System records can be secured or "locked down" so that the record is only visible to a designated user or group of users.	Fully Capable	
2.1.21	Confidential records are not visible to users outside the allowed group, even when viewing a related Master Index record. (i.e. when viewing a vehicle that was involved in a confidential incident, the secured incident will not show up on the vehicle's list of related cases)	Fully Capable	
2.1.22	Details of confidential records will not show on system, statistical, or ad hoc reports generated by users outside the allowed group.	Fully Capable	
2.1.23	Confidential case information is counted appropriately for NIBRS reporting.	Fully Capable	
2.1.24	The system utilizes unique User IDs and passwords to control access and privileges within the system.	Fully Capable	
2.1.25	System users are able to change their own passwords, complying with CJIS password requirements as specified in the CJIS Security Manual.	Fully Capable	
2.1.26	System Administrators are able to reset user passwords.	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
2.1.27	System Administrators are able to define a system-wide parameter that "locks out" a user after a defined number of failed logon attempts and/or other types of security breach attempts have occurred.	Fully Capable	
2.1.28	System Administrators are able to remotely reactivate a user that has been "locked-out" due to the applicable number of failed logon and/or other type of security breach attempts.	Fully Capable	
2.1.29	The system is able to track and maintain user sign-on and sign off times indefinitely.	Fully Capable	
2.1.30	System Administrators are able to immediately disable a user account, a user group, or all users (except system admins) such that the user(s) is not able to log on to the system.	Fully Capable	
2.1.31	System Administrators are able to immediately disable a user account such that if a user is already logged on, they are immediately disconnected from the system.	Fully Capable	
2.1.32	The system maintains a history of de-activated user IDs.	Fully Capable	
2.1.33	The system does not allow de-activated user IDs to be re-used, except through the explicit designation of an Administrator with the authority to re-use de-activated user IDs.	Fully Capable	
2.1.34	Authenticated system users are able to initiate all system modules and externally interfaced systems that they are authorized to access through a single login process.	Fully Capable	
2.1.35	System users do not have to log in multiple times to access different system modules or interfaces on the same device or workstation.	Fully Capable	
2.1.36	The deletion of user profile records only disables the records and does not delete them from the system thereby enabling historical analysis of the activities completed by those individuals and profiles in the system.	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
2.1.37	The system login screen displays a logon message, with configurable text by the system administrator.	Fully Capable	
2.1.38	In the event that there is a failure in the transaction auditing process, the system has a method of notifying system administrators there is a problem.	Fully Capable	
2.1.39	System administrators can manage both user and workstation security profiles from a central location.	Fully Capable	
2.1.40	The system will operate within the Microsoft security environment allowing the System Administrator to manage access through Group Policy, NTFS and Share permissions.	Fully Capable	
3.0	Searching for Records		
3.1.1	The system includes a global search field which allows users to enter keywords, partial words, partial records information (i.e. partial license plate, etc) and the system will return any and all records containing records related to the search.	Fully Capable	
3.1.2	When conducting searches, users can specify search parameters in data fields including "greater than", "less than", "equal to" and "not equal to."	Fully Capable	
3.1.3	The system will list in one centralized screen the results from queries in a way that doesn't require the user to manually navigate to a different screen.	Fully Capable	
3.1.4	The results from user searches include links that will open the related record(s) in way that doesn't require the user to navigate to a different screen.	Fully Capable	
3.1.5	The results from user searches can be sorted according to the user's preference and exported to Microsoft Office documents such as Excel and Word.	Fully Capable	
3.1.6	The system includes shortcuts that enable users to click a button to instantly return recently created records (i.e. the last 50 reports).	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
3.1.7	The system enables users to conduct free-text searches of report narratives.	Fully Capable	
3.1.8	When conducting searches for data contained in fields which are table driven, users can enter plain text which will display the most appropriate option in the table.	Fully Capable	
3.1.9	Users can conduct searches on a map by selecting a geographical area to identify any records that are related to the geographical area.	Fully Capable	
3.1.10	Users can search for records utilizing GIS layers including, for example, patrol beats or zones.	Fully Capable	
3.1.11	The system enables searches for records and activities (i.e. number of reports, arrests, citations) per user (officer) during a user-defined time period.	Fully Capable	
3.1.12	The system includes a feature to conduct research into how long it takes users to write reports.	Fully Capable	
3.1.13	The system will allow multiple users to view the same record at any give time, based on agency security privileges.	Fully Capable	
3.1.14	The system contains a "SOUNDEX" feature that recognizes records similar to those queried, and presents those results to the user along with exact matches.	Fully Capable	Mark43 utilizes Fuzzy Matching which includes Soundex search.
3.1.15	Users can search for, and within, reports which are not yet complete or not yet approved so that such draft reports are searchable. Data within such unfinished or draft reports can be queried by any user.	Fully Capable	
3.1.16	When data searches are conducted, the data in unfinished and unapproved reports will be included in the results.	Fully Capable	
4.0	Report Writing		
<i>Several of the specifications in this section require the interface described in Section 21.6. Please ensure to reconcile your responses in this section to the requirements in Section 21.6.</i>			
4.1.1	When writing reports, upon the user completing a data field the system will automatically advance the user to the next	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
	field so the user does not have to manually navigate through each one.		
4.1.2	The system enables users to switch from writing a report to searching the system without having to log-out or switch applications/systems.	Fully Capable	
4.1.3	Users can conduct state and national criminal history queries on persons from within the report writing application while writing a report.	Fully Capable	Mark43 is capable of providing this functionality through interfacing with a third party message switch provider.
4.1.4	Users can query driver's licenses from within the report writing application for insertion of the license data into reports	Fully Capable	Mark43 is capable of providing this functionality through interfacing with a third party message switch provider.
4.1.5	Users can conduct state and national queries on vehicles from within the report writing application while writing a report, and prefill queried vehicle registration information.	Fully Capable	Mark43 is capable of providing this functionality through interfacing with a third party message switch provider.
4.1.6	As users are writing reports, if there are historical records related to the information being entered by the user, the system will display all historical involvements in a sortable list without having to switch screens or applications.	Fully Capable	
4.1.7	As users are writing reports, if there are historical reports related to the information being entered by the user, the user can click a link to immediately view the report(s).	Fully Capable	
4.1.8	The system will automatically display wanted person or wanted vehicle messages to the user when the user enters a person or vehicle that is wanted.	Fully Capable	
4.1.9	Users can indicate in a report that it requires further follow-up investigation and when this option is selected, the system	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
	will automatically notify a pre-defined user(s).		
4.1.10	Users have the option to manually route reports to user-selected recipients.	Fully Capable	
4.1.11	Users can run a search for records which have not been routed or the system has a queue displaying a list of records which have not been routed.	Fully Capable	
4.1.12	The system does <i>not</i> require users to input whether a crime is a felony or misdemeanor.	Fully Capable	
4.1.13	The system automatically time/date stamps reports when submitted as well as the user's name and ID number.	Fully Capable	
4.1.14	The system can be configured to require supervisory approval of reports prior to routing them.	Fully Capable	
4.1.15	Users can duplicate a report but with a different case number when necessary to write separate reports for incidents that are related.	Fully Capable	
4.1.16	Users can enter/write live "URL" links in the narrative of reports.	Not Capable	
4.1.17	The system will automatically insert links to the name, vehicle or property records that users refer to in the narrative of reports.	Fully Capable	
4.1.18	The system will automatically notify users via email when their report has not yet been written (case number has been generated but user forgot to write or submit report).	Fully Capable	
4.1.19	The system will automatically notify supervisors when reports have not been written that should have been, based on a case number being generated or other determining factor.	Fully Capable	
4.1.20	When writing reports, users have the option to select data in drop down lists by scrolling or entering key words or characters.	Fully Capable	
4.1.21	The system provides the option for users to dictate reports.	Not Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
4.1.22	The system will prompt users when there is a NIBRS error and provide textual guidance regarding how to fix the error.	Fully Capable	
4.1.23	The system will prompt users when more than one report should be written because the case involves a separation of Time and Place (as per NIBRS), including at least reminding officers of this requirement.	Fully Capable	
4.1.24	The system will notify users when writing reports involving more than one offense and more than one offender that more than one report should be written if the offenders were not acting in concert as per the "multiple offenders acting in concert rule" in NIBRS.	Fully Capable	
4.1.25	The system will notify users when burglaries at hotels and motels should be written as one report per NIBRS.	Fully Capable	
4.1.26	Users can enter all NIBRS data required for the "Law Enforcement Officers Killed or Assaulted" NIBRS report.	Fully Capable	
4.1.27	Users can enter all NIBRS data required for Hate Crime reports.	Fully Capable	
4.1.28	The system includes a specific module to document K9 related activities.	Not Capable	
4.1.29	The system includes a specific module where users can enter and manage records regarding confidential informants into a specific area of the system designed for confidential informant records.	Not Capable	
4.1.30	The system includes an intelligence module, where users can enter and manage specific records related to criminal intelligence gathering and criminal intelligence information into a specific area of the system designed for criminal intelligence operations which is accessible to designated personnel only.	Fully Capable	
4.1.31	The system supports and utilizes a standard Windows functionality including:		
4.1.32	Drag and drop	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
4.1.33	Right-click shortcut menus	Not Capable	
4.1.34	Maximize, minimize, and resize windows	Fully Capable	
4.1.35	Display of multiple windows	Fully Capable	
4.1.36	Keyboard shortcuts	Fully Capable	
4.1.37	Users are able to quickly identify the number of narratives and reports contained in a case.	Fully Capable	
4.1.38	The system will hide or disable unnecessary fields based on configurable workflows (i.e. unless the user is entering a crime against persons, he/she shouldn't be prompted to add the Victim/Offender relationship, that field should be disabled or hidden to minimize data entry).	Fully Capable	
4.1.39	Data being entered into the system will not be impacted by using multiple applications at once.	Fully Capable	
4.1.40	The system allows user-level customization of some program features:		
4.1.41	System has a night mode, where users can choose screen colors to minimize glare when working in limited lighting.	Fully Capable	
4.1.42	System allows users to sort lists based on their preferences.	Fully Capable	
4.1.43	Text size can be adjusted for easier viewing.	Fully Capable	
4.1.44	The system will prevent users from modifying a record while it is being modified by another user and will notify the user why they can't modify the record at the moment.	Partially Capable	Two users may work concurrently on the same report in Mark43 RMS to facilitate cooperation and efficiency. The Other Viewers feature allow end-users to be notified when other agency personnel are working on the same report.
5.0	Names		

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
5.1.1	Users can enter an unlimited amount of names in reports and assign standard name types to each (victim, witness, suspect, arrestee, offender, other, etc.).	Fully Capable	
5.1.2	All names in the system are assigned a unique, non-reusable system generated number.	Fully Capable	Names in Mark43 RMS are organized by Master Entity Profiles. All data associated with a name in the system is contained within their unique Master Profile.
5.1.3	The system has a name validation tool that allows an administrator to review possible duplicate names that have been entered into records and to accept new names or to select an existing master name record which may be a match to the user-entered name.	Fully Capable	
5.1.4	The system will notify users if there is a conflict or error involving the correct number of related victims and/or suspects/offenders in reports.	Fully Capable	
5.1.5	Users can enter "suspects" into a separate "suspect" portion of the report when the suspect is unknown and the officer only has limited information about the person.	Fully Capable	
5.1.6	Users can attach photos of unknown persons from surveillance cameras or other sources into the suspect portion of the report (or other location in the system) and enter physical descriptors of the suspect allowing users to search for these attachments by description of the person.	Fully Capable	
5.1.7	Photos of unknown persons from surveillance cameras or other sources can be uploaded to the system and searched by users one by one.	Fully Capable	
5.1.8	Users can enter person's name and all personal identifying information including full name, date of birth, address, SSN, phone number	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
5.1.9	Users can enter the person's alias or nickname	Fully Capable	
5.1.10	Users can enter the person's physical description via individual data fields for each physical characteristic via menu-driven options.	Fully Capable	
5.1.11	Users can enter the person's email address.	Fully Capable	
5.1.12	The system will prevent users from creating "unknown person" entries in the name section of reports and direct them to enter information about unknown persons in a suspect field/module.	Fully Capable	
5.1.13	Users can place agency-defined flags and/or alerts on persons when writing reports (violent person, wanted for questioning, gang member).	Fully Capable	
5.1.14	The system will automatically notify the user who entered an alert on a person when another user searches for or enters the person/name record with the alert into a report.	Not Capable	
5.1.15	The system enables users to enter physical descriptors of persons utilizing plain English which will activate a drop-down menu with corresponding options.	Fully Capable	
5.1.16	The system enables users to enter contact information for names, including social media accounts.	Fully Capable	
5.1.17	The system will automatically recognize juvenile names in reports based on the birthdate and flag such persons as a juvenile.	Fully Capable	
5.1.18	The system enables users to enter business names as victims, or other roles, in reports.	Fully Capable	
5.1.19	The system enables users to enter aliases or AKAs for persons.	Fully Capable	
5.1.20	Users can enter known associates in a report.	Fully Capable	
5.1.21	Users can enter employment information on persons entered in a report.	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
5.1.22	Users can enter school information on persons entered in a report.	Fully Capable	
5.1.23	Name records will automatically display the person's photograph (mugshot) that is associated with the name.	Fully Capable	
5.1.24	Photographs in the system can be searched by physical descriptors.	Fully Capable	
5.1.25	Users can enter agency-defined modus operandi descriptions on name records.	Fully Capable	
6.0	Vehicles		
6.1.1	Users can enter an unlimited amount of vehicles in reports and assign standard vehicle status types to each (stolen, recovered, towed, etc.).	Fully Capable	
6.1.2	All vehicles in the system are assigned a unique, non-reusable system generated number.	Fully Capable	
6.1.3	Users can enter the make, model, year, color, tag, VIN and other descriptors utilizing plain English which will activate a drop-down menu with corresponding options.	Fully Capable	
6.1.4	The system includes standard NCIC vehicle codes.	Fully Capable	
6.1.5	The system has a feature to prevent users from entering duplicate vehicles (vehicles that are already in the system).	Fully Capable	
6.1.6	Users can enter agency-defined alerts on vehicles (i.e. "wanted vehicle", "known gang vehicle", etc.).	Fully Capable	
6.1.7	The system will automatically notify the user who entered an alert on a vehicle when another user searches for the vehicle or enters the vehicle with the alert into a report.	Fully Capable	
6.1.8	When users update/edit a vehicle record that is already in the system, the historical information is retained and is searchable.	Fully Capable	
7.0	Supplemental Reports		
7.1.1	Users can write and submit supplemental reports even though the incident report for	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
	the same case has not yet been submitted and approved.		
7.1.2	Users can create a supplemental report even when the original report has not yet been started.	Fully Capable	
7.1.3	When appropriate, the system will notify the user who is submitting a supplement when the supplement may cause a NIBRS error.	Fully Capable	
7.1.4	Supplemental reports can be assigned for investigation.	Fully Capable	
7.1.5	Users can enter additional persons involved in a case via a supplemental report.	Fully Capable	
7.1.6	Users can enter additional vehicles involved in a case via a supplemental report.	Fully Capable	
7.1.7	Users can enter additional property items involved in a case via a supplemental report.	Fully Capable	
7.1.8	Users can select pre-formatted narratives/templates to use in supplements based on supplement type.	Fully Capable	
7.1.9	Users can open an incident report in the records management system and click a button to add a supplemental report to the case.	Fully Capable	
7.1.10	Supplemental reports can be assigned a type by the user based on a menu-driven list of supplemental types (i.e. investigative supplement, report correction, etc).	Fully Capable	
7.1.11	When a supplement is written to an existing case, the user assigned to the case will be automatically notified a supplemental report has been written.	Fully Capable	
8.0	Arrest Reports		

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
<p><i>Currently, when an officer documents an arrest, the arrest information is entered into an online Clark County Sheriff's Office (CCSO) "pre-book" form. This information is uploaded to the CCSO RMS and JMS. There is no interface between this system and the current Vancouver RMS. Proposers are encouraged to propose arrest reporting functionality that will enable officers to complete an arrest and booking report one-time which enables the data to populate both the new RMS and Clark County's booking system. See Appendix I. for additional information regarding options for this interface as well as Section 21.4 in this document for further specifications.</i></p>			
8.1.1	Users can write and submit arrest reports.	Fully Capable	
8.1.2	The arrest report will include and submit required NIBRS data	Fully Capable	
8.1.3	Arrests can be reviewed, rejected if necessary, and approved by a supervisor	Fully Capable	
8.1.4	Arrests for wanted persons will trigger a notification to the user assigned to the case that describes the basis for the warrant.	Fully Capable	
<p>9.0 Field Interview Reports</p>			
<p><i>Field interviews are situations when a police officer encounters a person who they want to document as having been contacted or interviewed. The person may be a suspect in a crime or engaging in suspicious behavior but is not arrested. The officer needs to be able to document who the person was, what the circumstances of the encounter were, their physical description, the time/date of the encounter, the vehicle the person was using at the time, and miscellaneous notes about the encounter.</i></p>			
9.1.1	Field interviews are assigned a unique, non-reusable system generated number.	Fully Capable	
9.1.2	Users can enter the following information into a Field Interview record:		
9.1.3	The time, date, and address of the encounter	Fully Capable	
9.1.4	Names	Fully Capable	
9.1.5	Vehicles	Fully Capable	
9.1.6	Property	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
9.1.7	Miscellaneous notes	Fully Capable	
9.1.8	A case number if related to a case	Fully Capable	
9.1.9	A photograph of the person can be attached to the record	Fully Capable	
9.1.10	Users can attach other photos and records to the field interview	Fully Capable	
9.1.11	The reason for the encounter via a menu-driven data field (i.e. suspicious activity, vandalism, etc.)	Fully Capable	
10.0	Review and Approval of Reports and Quality Control		
10.1.1	The system enables users to electronically submit reports to a supervisor for review and approval.	Fully Capable	
10.1.2	The system includes a feature enabling users to submit incident, supplemental, and arrest reports to supervisors for review, approval or rejection.	Fully Capable	
10.1.3	There is a report approval queue which lists reports that are pending review and approval, and this queue can be set to show either all reports or just those reports in the reviewer's user/work group.	Fully Capable	
10.1.4	The system can automatically notify a supervisor when a report is submitted for review.	Fully Capable	
10.1.5	The system can automatically notify a user via email when a report has been rejected for correction which includes the comments from the user who rejected the report.	Fully Capable	
10.1.6	The report approval queue will display the following in one screen:		
10.1.7	Title of report	Fully Capable	
10.1.8	Case number	Fully Capable	
10.1.9	Status (submitted, pending review, rejected)	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
10.1.10	Date of report	Fully Capable	
10.1.11	Date report submitted	Fully Capable	
10.1.12	When a supervisor rejects a report, they can add comments to the report itself describing what needs correction.	Fully Capable	
10.1.13	Users can write comments back to the reviewing supervisor who rejected the report.	Fully Capable	
10.1.14	The system enables supervisors the ability to use drawing tools to highlight errors in the report.	Fully Capable	
10.1.15	The system can be configured to allow supervisors to make certain agency-defined corrections to reports during the review process.	Fully Capable	
10.1.16	Review and approval levels can be configured allowing more than one type of reviewer to review and reject reports (i.e. both a sergeant and a records technician).	Fully Capable	
10.1.17	The system has a feature which can calculate per-user reporting error-rates (i.e. the number of user's reports which contained mistakes out of the total number of reports written during a time period).	Fully Capable	
10.1.18	The system will capture the date and time reports are reviewed, approved and by which users.	Fully Capable	
10.1.19	The system has the capability of tracking the time period ("turn-around time") between when an officer started a report, submitted a report for review, and when the report was final approved by the last reviewer. An administrator can run queries to determine the average turn-around time during a given time period.	Fully Capable	
11.0	Text Processing/Formatting		
11.1.1	The system provides basic word processing capabilities for completing narrative and other text data entry fields, which at a minimum include:		

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
11.1.2	Cut and paste	Fully Capable	
11.1.3	Find	Fully Capable	
11.1.4	Search and replace	Fully Capable	
11.1.5	Capitalization	Fully Capable	
11.1.6	Paragraph definition	Fully Capable	
11.1.7	Table definition	Fully Capable	
11.1.8	Font selection	Fully Capable	
11.1.9	Font size selection	Fully Capable	
11.1.10	Font color and highlighting	Fully Capable	
11.1.11	Text formatting (e.g., underline, bold, italic, etc.)	Fully Capable	
11.1.12	Tabs	Fully Capable	
11.1.13	Bullets	Fully Capable	
11.1.14	Word wrap	Fully Capable	
11.1.15	Images or diagrams	Fully Capable	
11.1.16	The system's text formatting capabilities do not compromise text search capabilities.	Fully Capable	
11.1.17	The system's spell-checking capabilities include, at a minimum, the following options and functions:		
11.1.18	Find misspelled words	Fully Capable	
11.1.19	Find grammatical errors	Fully Capable	
11.1.20	Find duplicated words	Fully Capable	
11.1.21	Ignoring capitalized words	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
11.1.22	Ignoring often used abbreviations	Fully Capable	
11.1.23	Allow users to customize their spelling dictionary on a central profile, that can be accessed from any workstation	Fully Capable	
11.1.24	Spelling errors and grammatical mistakes are flagged while the user types, in addition to an executable spell check function.	Fully Capable	
12.0	Property and Evidence		
<p><i>An integrated property and evidence management component is desired to replace the current 3rd party evidence management system. This function of the RMS should enable officers and property/evidence staff to document, impound, track, release and manage all aspects of property items that come into the care or custody of the agency. Vancouver police have five locations at which officers can impound property. Property is placed in secure lockers and is documented by officers entering the impounded item(s) via the current system. Evidence personnel monitor the current system's queue each day for new items that have been impounded. All property items are barcoded and stored in containers with alphanumeric identifiers which assist with tracking their location.</i></p>			
12.1.1	Users can enter an unlimited number of property items into incident reports and assign standard status types (stolen, recovered, impounded, seized, etc).	Fully Capable	
12.1.2	All property items in the system are assigned a unique, non-reusable, system generated number.	Fully Capable	
12.1.3	The system enables users to document the impounding of property and will track the chain of custody for each change in status or custody, and can do so with bar-coding via wireless handheld devices.	Fully Capable	
12.1.4	Users can reconcile the current evidence inventory with items that have been entered into the system via a wireless handheld device.	Fully Capable	
12.1.5	Users can print the barcodes associated with property items.	Fully Capable	
12.1.6	Users can assign location numbers (i.e. locker or bin number) to property items.	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
12.1.7	Users can enter the names and identifiers of persons owning or who are associated with the property item.	Fully Capable	
12.1.8	Users can indicate via the system that an item of property was related to a seizure or forfeiture.	Fully Capable	
12.1.9	Users can enter descriptions of property including standard data fields of make, model, colors, size, weight, caliber, type, description, etc.	Fully Capable	
12.1.10	When users input the type of property/evidence being impounded (i.e. currency, narcotics, firearms), the system will prompt them to fill in fields specific to the type of item impounded (i.e. for firearms: caliber, type, etc).	Fully Capable	
12.1.11	Users can associate the type of incident involved to all property items that were impounded utilizing a standard drop-down list.	Fully Capable	
12.1.12	Users can select a reason for which property was impounded from a standard drop-down list.	Fully Capable	
12.1.13	Users can enter serial numbers or owner applied numbers for property items.	Fully Capable	
12.1.14	Users can enter a dollar value for property items.	Fully Capable	
12.1.15	Users can conduct searches for property items utilizing various search criteria including a person's name, user name, case number, property description, or a barcode search.	Fully Capable	
12.1.16	Users who are property/evidence management personnel can indicate when items have been rejected due to improper impounding procedure. The rejection notice will be automatically sent to the appropriate user.	Fully Capable	
12.1.17	The system will have a property/evidence dashboard displaying the user's activity with regards to property they have submitted, entered and/or which has been	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
	rejected by other users (i.e. property/evidence technicians) and the reasons for rejection.		
12.1.18	Users can enter the weights and dimensions of property items.	Fully Capable	
12.1.19	Users can enter details regarding the disposition of property including that the release or destruction of a property item has been authorized and by whom.	Fully Capable	
12.1.20	Users can enter the name and contact information of persons to whom property was released.	Fully Capable	
12.1.21	Users can enter different court case numbers (i.e. District Court and Superior Court case numbers) associated with property items.	Fully Capable	
12.1.22	The system has a feature to assist with conducting a comprehensive inventory of all property items.	Fully Capable	
12.1.23	The system has a feature which enables users to conduct a random audit of property/evidence to confirm the accuracy of the records, status of and location of the items.	Fully Capable	
12.1.24	Users can enter firearms specific data including make, model, caliber, and barrel length.	Fully Capable	
12.1.25	Users can enter firearms specific requests for ATF traces, Brady queries and IBIS testing.	Fully Capable	Mark43 can offer this functionality through interface development with third party systems.
12.1.26	Users can enter vehicle-specific information including make, model, color, registration information, and whether the vehicle was seized, has a hold, and if keys are available.	Fully Capable	
12.1.27	Users can attach scanned documents or electronic files to property entries in the system.	Fully Capable	
12.1.28	The system has a property/evidence chain of custody screen listing all changes in	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
	status of property/evidence items, which is searchable.		
12.1.29	Users can enter notes throughout the property component of the system to indicate miscellaneous information.	Fully Capable	
12.1.30	The system can assist with the tracking and identification/location of property items by printing out adhesive labels which display a system generated identifier and barcode, and the property description, owner information, officer information, etc.	Fully Capable	
12.1.31	The system can automatically send a notification letter via email to the owner of property which has been located, impounded, or recovered by the agency.	Fully Capable	
12.1.32	Users can request the system to generate an automated letter to print and send to property owners via mail when property has been located, impounded, recovered, is eligible for sale, etc.	Fully Capable	
12.1.33	Digital images of property can be uploaded, indexed and managed by the system.	Fully Capable	
12.1.34	Property items can be automatically queried in local, state, and national databases for stolen status before release, as well as periodically while in custody.	Fully Capable	
12.1.35	The system will automatically notify designated users that property is due for return or destruction after a pre-designated time period.	Fully Capable	
12.1.36	Users can browse through property items in a "browse" screen and sort the records according to location, barcode, item number, user name, case number or item description.	Fully Capable	
12.1.37	Users can run "reports" for information regarding property and evidence including the following:		
12.1.38	Active property items	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
12.1.39	Active case numbers by date range	Fully Capable	
12.1.40	All bikes in custody	Fully Capable	
12.1.41	Arson cases by time period	Fully Capable	
12.1.42	ATF traces by time period	Fully Capable	
12.1.43	Audits conducted by time period	Fully Capable	
12.1.44	Barcode report	Fully Capable	
12.1.45	Property available for disposal	Fully Capable	
12.1.46	Users can create and save user-defined/customized reports related to property/evidence information.	Fully Capable	
12.1.47	Users can customize property/evidence related tables and create new table items.	Fully Capable	
12.1.48	Users can change the case number and persons associated with a property/evidence item to a new case number.	Fully Capable	
12.1.49	The system can manage digital evidence including digital photos, audio, video, and document files.	Fully Capable	
12.1.50	The system can store the associated metadata available from images, photographs, video and audio files.	Fully Capable	
12.1.51	Digital images can be enhanced utilizing the system (contrast, hue, etc).	Not Capable	
12.1.52	The system will auto-populate persons' names from the incident report which was written for the property being impounded into the property portion of the system.	Fully Capable	
12.1.53	The system will prevent users from using the same item number for other property items in order to prevent tampering.	Fully Capable	
12.1.54	The system can generate a property/evidence report detailing information about the item(s) in .PDF format.	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
12.1.55	The system includes standard NCIC property description codes.	Fully Capable	
12.1.56	The system includes a feature that automatically identifies stolen property that has been recovered in another incident.	Fully Capable	
12.1.57	The system allows users to clear property for disposition both by individual item and in batch processing mode.	Fully Capable	
12.1.58	The system allows the system administrator to print out to an audit log detailing whenever evidentiary digital media is accessed or printed.	Fully Capable	
12.1.59	The system allows records personnel to link to and export property detail information recorded in a report directly to an NCIC stolen article, boat, gun or securities screen to avoid redundant data entry.	Fully Capable	
12.1.60	The system enables the capture of digital signatures via a wireless handheld device	Fully Capable	
12.1.61	The system enables the capture of digital signatures via a wireless signature pad	Fully Capable	
12.1.62	The system enables users to conduct global changes to evidence records (i.e. change multiple location values in one transaction)	Fully Capable	
12.1.63	The system enables users to edit digital photographs	Not Capable	
12.1.64	The system enables users to burn images and other digital evidence to a CD or DVD	Fully Capable	
13.0	Case Management		
<i>The case management function enables users to assign, track, review and update the status and progress of criminal investigations, and obtain notifications about deadlines, due dates and updates regarding cases. This function is what enables cases to be assigned to a user and/or user group.</i>			
13.1.1	Users can obtain a list of reports from the system which are missing (i.e. a case number has been issued but a report was not started or submitted) and where the reports are (i.e. in an officer's queue, supervisor queue or otherwise).	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
13.1.2	The system requires that all records within each reporting component (incident reports, vehicles, persons, property, supplements, etc.) will have a status as selected by the user from a menu-driven data field (open, closed, inactive, etc.).	Fully Capable	
13.1.3	Users can assign a report to another user for follow-up action.	Fully Capable	
13.1.4	Users can assign a supervisory user to a case.	Fully Capable	
13.1.5	The case management function links all case activity (changes in status, arrest made, information added to a case) to the initial incident report and all supplemental reports.	Fully Capable	
13.1.6	Users can designate other users to receive notifications when there is a change in status to an investigation or report.	Fully Capable	
13.1.7	Users can designate other users to receive notifications when there is a change in assigned user/investigator.	Fully Capable	
13.1.8	Users can assign due dates for case activities such as contacting witnesses or submitting supplements, and when the due date is not met, the system will notify designated users.	Fully Capable	
13.1.9	The system can track the time spent on an investigation as a performance metric.	Fully Capable	
13.1.10	The system can track the time spent on case specific activity (i.e. surveillance, writing reports, conducting interviews).	Fully Capable	
13.1.11	The system has an investigator's dashboard displaying a listing of their assigned cases, case statuses, and type of case/incident/crime.	Fully Capable	
13.1.12	The investigator dashboard can display case involvements including persons, vehicles, and property items.	Fully Capable	
13.1.13	The system can generate automated letters on behalf of users with pre-written content from letter templates.	Not Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
13.1.14	The system can email the letters described above.	Not Capable	
13.1.15	The system has a feature to assist with determining a crime's solvability factor.	Not Capable	
13.1.16	The system enables supervisory users to research the progress and timeliness of investigations.	Fully Capable	
13.1.17	The system enables users to update the status of numerous cases all at once.	Not Capable	
13.1.18	The system enables users to indicate which cases are related or linked due to the circumstances involved in each incident.	Fully Capable	
13.1.19	The system will automatically notify users when cases are related or linked because they involve the same persons, vehicles or property items.	Fully Capable	
13.1.20	Users can choose to see only cases assigned to them or to their user group or unit in their dashboard or queue.	Fully Capable	
13.1.21	The case management function includes a case summary which visually summarizes and textually describes a summarization of a case so users do not have to read or search for information on a case-by-case basis, unless they desire to.	Fully Capable	
13.1.22	The case management function can produce the following internal performance reports:		
13.1.23	Number of assigned cases per user	Fully Capable	
13.1.24	Number of assigned cases per user-group/unit	Fully Capable	
13.1.25	Per user case clearance rate	Fully Capable	
13.1.26	Per user group or unit clearance rate	Fully Capable	
13.1.27	Assigned case aging summary	Fully Capable	
13.1.28	Non-assigned cases summary	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
13.1.29	Case summary by due date	Fully Capable	
13.1.30	The system will prompt users who select a case clearance of "exceptionally cleared/cleared by exception" to indicate the four NIBRS required elements of this status have been met before being able to select it (an offender has been identified, there is enough information for an arrest/prosecution, the location of the offender is known, there is some reason beyond the control of the user preventing an arrest).	Fully Capable	
13.1.31	Users can enter case specific notes into the case management feature.	Fully Capable	
13.1.32	Users can enter, via a menu-driven field, when certain activity has occurred in an investigation (i.e. victim contacted, surveillance conducted, etc.). The system will indicate who the user was, date and time of the activity, and this information is searchable.	Fully Capable	
13.1.33	Users can write case notes/comments to other users from within the system and the system will notify the other user(s) of these notes, and they can respond with comments.	Fully Capable	
13.1.34	Cases which are unfounded are automatically not scored for NIBRS purposes (users do not have to manually unscore the report in a separate component of the system).	Fully Capable	
13.1.35	The system allows users to merge two or more cases into a single case number.	Partially Capable	
13.1.36	The system allows users to batch export the digital files associated with a report, including documents, images, video, and audio files, from the RMS to a storage device.	Fully Capable	
14.0	Data Analysis		

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
14.1.1	The system allows users to aggregate, compare and determine volume of crime according to the following parameters or combination thereof (please describe any limitations to producing data using any of these parameters):		
14.1.2	Crime type by address	Fully Capable	
14.1.3	Crime type and beat/zone/district	Fully Capable	
14.1.4	Crime type and time, date and day of week	Fully Capable	
14.1.5	Crime type and case status	Fully Capable	
14.1.6	Crime type and location type	Fully Capable	
14.1.7	Crime type and modus operandi	Fully Capable	
14.1.8	Crime type and suspect description (any physical descriptor)	Fully Capable	
14.1.9	Crime type and vehicle description	Fully Capable	
14.1.10	Crime type and person's name	Fully Capable	
14.1.11	NIBRS code	Fully Capable	
14.1.12	The system can display correlations between persons, vehicles, locations and crime types regardless of where this data resides in the system. In other words, users are not required to navigate to different screens/modules to conduct these types of crime analysis searches.	Fully Capable	
14.1.13	Users can produce histograms based on user-defined search criteria.	Fully Capable	
14.1.14	Users can pin map the results from user-defined searches for records.	Fully Capable	
14.1.15	Users can create heat maps based on user-defined searches for records.	Fully Capable	
14.1.16	Crime analysis search results can be exported to third-party off-the-shelf applications and formats including Word, Excel, .CSV, .PDF, JPEG.	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
14.1.17	Crime analysis search results can be exported to third-party mapping/GIS applications.	Fully Capable	
14.1.18	The system enables link analysis in which relationships between persons, vehicles, locations, phone numbers or other identifiers can be visually connected, displayed and printed.	Fully Capable	
14.1.19	The system can export relationships produced in link analysis charts to a tabular relationship specification file.	Fully Capable	
14.1.20	Designated users will be able to access and query look-up tables that contain any data stored as codes, and see the database tables and file names associated with corresponding controls in the system.	Fully Capable	
14.1.21	Metadata contained in the system will be available to users as an online or network resource in an easily searchable format.	Fully Capable	
14.1.22	The system provides safeguards and application design patterns used in order to ensure that a single RMS request does not consume a disproportionate level of server-side resources.	Fully Capable	
14.1.23	The system allows users to obtain a list of recent stolen vehicles via a "hot sheet."	Fully Capable	
14.1.24	The system allows users to display crime analysis data in graphical format: bar charts, pie charts and maps.	Fully Capable	
14.1.25	The system allows users to output statistical information in a dashboard using various formats (e.g., numerical, graphical).	Fully Capable	
15.0	Location/Address/Geo/Mapping		
15.1.1	The system will geo-verify user entered locations/addresses and assist users with selecting the correct address.	Fully Capable	
15.1.2	The system will enable users to force the acceptance of unverifiable addresses. However, the system will send an automated notification to the system administrator when this happens.	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
15.1.3	Users can enter block addresses (i.e. 100 block of...)	Fully Capable	
15.1.4	Users can enter cross-street locations (Smith Street and Round Way) and the system includes a feature which ensures intersections are always entered and can be searched in alphabetical order to ensure consistency with these locations.	Fully Capable	
15.1.5	The system is capable of importing geographic boundary information (e.g. station boundaries, jurisdictional boundaries, reporting districts, response zones, neighborhoods, precincts) from GIS and other geographic data sources.	Fully Capable	
15.1.6	The system is capable of importing topologically-structured street networks and other linear features (e.g. rivers, streams, utility right of ways, bus routes) from GIS and other geographic data sources.	Fully Capable	
15.1.7	The system is capable of importing point data (e.g. landmarks, parcel address points, business locations, retail store address points) from GIS and other geographic data sources.	Fully Capable	
15.1.8	The system supports multiple layers of information. For example, the system allows the storage of building footprints, aerial photographs and other images (i.e. pictures of specific buildings) that are associated with specific areas and addresses.	Fully Capable	
15.1.9	The system's geofile can be updated while the system is live and operational without any adverse impact to the experience of the users of the system.	Fully Capable	
15.1.10	The system includes the capability of manually editing and entering any geographic data required by, or imported into, the system's GIS (given the appropriate user permissions).	Fully Capable	
15.1.11	Users can enter alerts on locations and the system will automatically notify the user	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
	who entered the alert when records are created involving the location.		
15.1.12	The system captures geo-coordinates for all addresses in the system.	Fully Capable	
15.1.13	The system has composite geocoders that use multiple layers including online resources.	Fully Capable	
15.1.14	The system allows for incidents to have multiple address points, such as with pursuits or transitory crime.	Fully Capable	
15.1.15	The system has a bypass function with which users can add a point on the map.	Fully Capable	
15.1.16	The system enables re-geocoding of data if the agency receives updated reference files.	Fully Capable	
15.1.17	The system provides a mechanism for live synchronization with an ESRI ArcGIS spatial database without vendor intervention.	Fully Capable	
16.0	Mobile Capability		
16.1.1	The system can be used on mobile computers, phones, and/or tablets, including devices using Windows, Apple, and Android operating systems.	Fully Capable	
16.1.2	The system enables the wireless attachment of photos from mobile phones/devices to the system.	Fully Capable	
16.1.3	The system enables users to utilize a barcode scanner or other digital device to scan or swipe driver's licenses to query persons and for insertion of the license data into reports.	Partially Capable	
16.1.4	The system is touch screen capable for mobile devices that support touch screens.	Fully Capable	
16.1.5	The system allows users to work in real time over the Verizon Wireless Network in the City of Vancouver.	Fully Capable	
16.1.6	The system allows users to access all data and records in the system from mobile computers.	Fully Capable	
16.1.7	The system allows users to work offline, in the event of no or low connectivity in the	Partially Capable	Mark43 RMS operates with a card-

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
	field, and automatically uploads recorded actions to the system once the connection is re-established.		based layout that allows users to easily save their progress as they work. The platform requires connectivity to operate. When users lose connectivity, unsaved progress during report writing may be lost.
16.1.8	The system allows users to automatically import their current location as the incident location in a report or field interview.	Not Capable	
16.1.9	The system allows users to print from mobile devices, if a mobile printer is available.	Fully Capable	
17.0	Records		
17.1.1	The system includes a feature to electronically redact text from records (third party-application or built-in redaction tool).	Fully Capable	This feature is on the product roadmap with a scheduled Q3 2018 release date.
17.1.2	The system includes a feature which allows users to mark/indicate in the system that a particular person's name is not disclosable to the public (for public records purposes).	Fully Capable	
17.1.3	The system includes the ability for users to print reports with certain information redacted or protected from disclosure/printing based on a user-selected criteria (i.e. print without victim's or juvenile name).	Fully Capable	
17.1.4	The system enables users to print reports which are considered a draft or are not yet completed, and those reports are printed with the word "draft" marked on the report or are otherwise easily identified as incomplete documents.	Fully Capable	
17.1.5	The system has an integrated email feature enabling records to be sent via email from within the system.	Partially Capable	Mark43 records are exportable to pdfs which may then be

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
			downloaded and emailed.
17.1.6	The system has a feature enabling users to create photo line-ups utilizing images of persons contained in the system or images uploaded for this purpose.	Not Capable	This feature is on the product roadmap.
17.1.7	The system includes a records retention and scheduling feature which enables users to set time periods and notifications when records should be destroyed per a retention schedule.	Fully Capable	
17.1.8	The system includes a visual indicator to easily identify juvenile records.	Fully Capable	
17.1.9	The system includes the ability to easily remove cases (batch removal) that are no longer required for business to comply with state requirements.	Fully Capable	
17.1.10	The system will include the technical and functional features, currently referred to as "masks" by Vancouver Police, that are necessary to enable Records personnel to conduct various WACIC/NCIC related activities from within the RMS user interface as follows (see 26.1 herein):		
17.1.10.1	Articles	Fully Capable	
17.1.10.2	Query	Fully Capable	
17.1.10.3	Entry	Fully Capable	
17.1.10.4	Modify	Fully Capable	
17.1.10.5	Cancel	Fully Capable	
17.1.10.6	Locate	Fully Capable	
17.1.10.7	Clear	Fully Capable	
17.1.10.8	Boats	Fully Capable	
17.1.10.9	Query	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
17.1.10.10	Entry	Fully Capable	
17.1.10.11	Modify	Fully Capable	
17.1.10.12	Cancel	Fully Capable	
17.1.10.13	Locate	Fully Capable	
17.1.10.14	Clear	Fully Capable	
17.1.10.15	Guns	Fully Capable	
17.1.10.16	Query	Fully Capable	
17.1.10.17	Entry	Fully Capable	
17.1.10.18	Modify	Fully Capable	
17.1.10.19	Cancel	Fully Capable	
17.1.10.20	Locate	Fully Capable	
17.1.10.21	Clear	Fully Capable	
17.1.10.22	Plates	Fully Capable	
17.1.10.23	Query	Fully Capable	
17.1.10.24	Entry	Fully Capable	
17.1.10.25	Modify	Fully Capable	
17.1.10.26	Cancel	Fully Capable	
17.1.10.27	Locate	Fully Capable	
17.1.10.28	Clear	Fully Capable	
17.1.10.29	Vehicles	Fully Capable	
17.1.10.30	Query	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
17.1.10.31	Entry	Fully Capable	
17.1.10.32	Modify	Fully Capable	
17.1.10.33	Cancel	Fully Capable	
17.1.10.34	Locate	Fully Capable	
17.1.10.35	Clear	Fully Capable	
17.1.10.36	Missing Persons	Fully Capable	
17.1.10.37	Query	Fully Capable	
17.1.10.38	Query dental data	Fully Capable	
17.1.10.39	Entry	Fully Capable	
17.1.10.40	Supplemental entry	Fully Capable	
17.1.10.41	Supplemental cancel	Fully Capable	
17.1.10.42	Modify	Fully Capable	
17.1.10.43	Cancel	Fully Capable	
17.1.10.44	Locate	Fully Capable	
17.1.10.45	Clear	Fully Capable	
17.1.10.46	Unidentified Person File	Fully Capable	
17.1.10.47	Query unidentified person	Fully Capable	
17.1.10.48	Query dental data	Fully Capable	
17.1.10.49	Query NCIC ORI file	Fully Capable	
17.1.10.50	Query NLETS ORION file	Fully Capable	
17.1.10.51	Hit Confirmation	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
17.1.10.52	Hit confirmation request	Fully Capable	
17.1.10.53	Hit confirmation response	Fully Capable	
17.1.10.54	Criminal Histories	Fully Capable	
17.1.10.55	Query criminal history and WACIC person file	Fully Capable	
17.1.10.56	Query criminal history	Fully Capable	
17.1.10.57	Query NCIC criminal history record	Fully Capable	
17.1.10.58	NLETS	Fully Capable	
17.1.10.59	Query NLETS criminal history index	Fully Capable	
17.1.10.60	Query NLETS criminal history record	Fully Capable	
17.1.10.61	Query NLETS concealed weapon permit	Fully Capable	
17.1.10.62	Query NLETS immigration	Fully Capable	
17.1.10.63	Free-form mask	Fully Capable	
17.1.10.64	Wanted Persons	Fully Capable	
17.1.10.65	Query	Fully Capable	
17.1.10.66	Entry	Fully Capable	
17.1.10.67	Supplemental entry	Fully Capable	
17.1.10.68	Supplemental cancel	Fully Capable	
17.1.10.69	Modify	Fully Capable	
17.1.10.70	Cancel	Fully Capable	
17.1.10.71	Locate	Fully Capable	
17.1.10.72	Detainer entry	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
17.1.10.73	Detainer Modify	Fully Capable	
17.1.10.74	Detainer cancel	Fully Capable	
17.1.10.75	Clear	Fully Capable	
17.1.10.76	Protection Orders	Fully Capable	
17.1.10.77	Query	Fully Capable	
17.1.10.78	Entry	Fully Capable	
17.1.10.79	Supplemental entry	Fully Capable	
17.1.10.80	Supplemental cancel	Fully Capable	
17.1.10.81	Modify	Fully Capable	
17.1.10.82	Service entry	Fully Capable	
17.1.10.83	Cancel	Fully Capable	
17.1.10.84	Locate	Fully Capable	
17.1.10.85	Clear	Fully Capable	
17.1.10.86	Multiple Queries	Fully Capable	
17.1.10.87	Wanted/DOL/PO person	Fully Capable	
17.1.10.88	Wanted/DOL/Stolen/Impound vehicle	Fully Capable	
17.1.10.89	DOL Queries	Fully Capable	
17.1.10.90	WA driver license check	Fully Capable	
17.1.10.91	WA driver license history	Fully Capable	
17.1.10.92	Out of state driver license check	Fully Capable	
17.1.10.93	Out of state driver license history	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
17.1.10.94	Weapon/Concealed pistol license file	Fully Capable	
17.1.10.95	WA Registration query	Fully Capable	
17.1.10.96	Out of state registration by license or VIN	Fully Capable	
17.1.10.97	Out of state registration by name	Fully Capable	
17.1.10.98	NICS	Fully Capable	
17.1.10.99	Query NICS denied transaction files	Fully Capable	
17.1.10.100	Query NICS record including all protection orders	Fully Capable	
17.1.10.101	Query NICS record	Fully Capable	
17.1.10.102	NICS delay notification	Fully Capable	
17.1.10.103	NICS denial notification	Fully Capable	
17.1.10.104	NICS proceed notification	Fully Capable	
17.1.10.105	NICS denied overturn notification	Fully Capable	
17.1.10.106	Query NICS index record	Fully Capable	
17.1.10.107	Enter NICS index record	Fully Capable	
17.1.10.108	Supplemental NICS index record	Fully Capable	
17.1.10.109	ORI/Agency maintenance	Fully Capable	
18.0 Warrants			
18.1.1	The system automatically generates a unique file number for each warrant entered.	Fully Capable	
18.1.2	The system's warrant module stores information on wanted persons, including:		
18.1.3	Name	Fully Capable	
18.1.4	Date of birth	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
18.1.5	Address	Fully Capable	
18.1.6	Charge	Fully Capable	
18.1.7	Bail amount	Fully Capable	
18.1.8	Warrant number	Fully Capable	
18.1.9	Agency	Fully Capable	
18.1.10	Type of warrant	Fully Capable	
18.1.11	Status of warrant	Fully Capable	
18.1.12	Extradition terms	Fully Capable	
18.1.13	The system allows users to enter narrative information for warrants.	Fully Capable	
18.1.14	The system provides a visual alert if there is an active warrant for a person whenever a user accesses a name record for a wanted person.	Fully Capable	
18.1.15	The system allows users the ability to produce warrant reports by geographical area (e.g., all active warrants for a particular district or beat), charges and bail information.	Fully Capable	
18.1.16	The system allows users to input multiple active warrants per person and multiple offenses per warrant.	Fully Capable	
18.1.17	The system allows users to make changes to a warrant (e.g., enter, modify, clear or cancel, enter/view state messages) so that the changes are made in both the RMS and WACIC/NCIC from a single entry.	Fully Capable	
18.1.18	The system allows users to send/receive administrative messages from within the RMS to WACIC.	Fully Capable	
18.1.19	The system allows users to attach a scanned copy of the warrant to the warrant record.	Fully Capable	

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
18.1.20	The system allows users to query warrants by both name and type of charge.	Fully Capable	
19.0	Protection Orders		
19.1.1	The system contains a mechanism to enter and maintain protection orders including the following information:		
19.1.2	Court order number (to be able to have alphabet letters in that field)	Not Capable	
19.1.3	Status (active, expired, rescinded)	Not Capable	
19.1.4	Date received	Not Capable	
19.1.5	Order type (there are eight different types)	Not Capable	
19.1.6	Served (Yes/No)	Not Capable	
19.1.7	Date of Service	Not Capable	
19.1.8	Firearm prohibitor	Not Capable	
19.1.9	Petitioner/Respondent (names, DOB, address)	Not Capable	
19.1.10	Attachments	Not Capable	
19.1.11	Validations notations	Not Capable	
20.0	Training		
20.1.1	The system provides a training and test system that does not degrade the performance of the production RMS system.	Fully Capable	
20.1.2	The system's testing environment is as extensive as the system's production environment in order to enable new system configurations and system updates to be fully tested before implementing the changes in the training and/or production environments.	Fully Capable	
20.1.3	The system's training environment closely, if not exactly resembles (mirrors) the production system environment including pick lists, menu options, data entry forms, address validation procedures, etc.	Fully Capable	
20.1.4	The system's training environment is configurable to the same level as the production environment.	Fully Capable	
21.0	Interfaces		
21.1 Hexagon CAD			

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
<p><i>Vancouver police personnel are dispatched to calls for service through Clark Regional Emergency Services Agency (CRESA). The new system must interface with the CRESA CAD system which is a Hexagon product. The vendor has indicated an interfacing tool is available to assist with the interface. Access to this information should be coordinated by contacting the purchasing contact listed in the RFP. Proposers are to briefly include comments describing their approach to building the interface including if any portions of the interface are built in conformance with the National Information Exchange Model standards and available data exchanges. Data from CAD will need to be sent automatically to the new system so that reports written by officers are automatically pre-populated with the following information:</i></p>			
21.1.1	The proposer will provide the required connectivity between the RMS and the CAD system described above.	Fully Capable	
21.1.2	When writing reports, the system will auto-populate the below listed information from CAD. Please indicate your response to this interface requirement. The below listed data fields are expected to be included in the interface and are provided for information only.	Fully Capable	
21.1.3	Call date		
21.1.4	Call time		
21.1.5	Call location/address		
21.1.6	Caller name		
21.1.7	Caller phone number		
21.1.8	Vehicle information		
21.1.9	Case number		
21.1.10	Call notes, with the option to import into the report		
21.1.11	Queried driver's license information and vehicle registration information		
21.1.12	Users can edit the information from CAD as needed.		
<p>21.2 LInX Northwest</p>			
<p><i>The Law Enforcement Information Exchange Northwest is a system maintained by Northrop Grumman, used by numerous agencies to share criminal justice records. Participating agencies police reports are searchable via this system. The new RMS must interface with LInX NW to ensure continuity of this data sharing. Contact</i></p>			

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
<i>PublicSafety@ngc.com to obtain interfacing requirements to the LInX Northwest system.</i>			
21.2.1	The system will interface with LInX NW. Please indicate your response to this requirement.	Fully Capable	
21.2.2	The system will enable a system administrator to select which fields/data sets in police reports are shared with LInX	Fully Capable	
21.2.3	This interface can be built to enable the automatic deletion of reports from LInX NW which have been deleted from the RMS.	Not Capable	
21.3 City Attorney's Case Tracking System			
<i>The Vancouver City Attorney's Office and the Clark County Prosecutors Office both utilize the same case tracking system. The City Attorney's office prosecutes misdemeanor crimes, traffic violations and ordinance violations. The County office prosecutes felony cases. This legacy system was built by Tiburon and is no longer supported. Limited information is available regarding this system's technical specifications. Prosecutors manage their assigned cases in this sytem. A Legal Assistant reviews each case as they come in and assigns them to an attorney. Data from police incident reports and CCSO booking forms are imported. Proposers are to include brief comments that describe their approach to building this interface including if any portions of the interface are built in conformance with the National Information Exchange Model standards and available data exchanges. The following data from police reports in the new system will need to be sent automatically to the case management system as follows:</i>			
21.3.1	The proposer will provide an interface between the RMS and the Prosecutors Case Tracking System.	Fully Capable	
21.3.2	Designated personnel in the prosecutor's office will receive an automated notification when new cases occur.	Partially Capable	Mark43 can provide this functionality through interfacing with the agency's Case Tracking System of choice.
21.3.3	Designated personnel in the prosecutor's office must receive an automated	Partially Capable	Mark43 can provide this functionality

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
	notification anytime an existing case is updated with a supplemental report.		through interfacing with the agency's Case Tracking System of choice.
21.3.4	Designated personnel in the prosecutor's office must receive an automated notification anytime a file is attached to an existing case in the new RMS.	Partially Capable	Mark43 can provide this functionality through interfacing with the agency's Case Tracking System of choice.
21.3.5	A .PDF of the police report should be made available via the case tracking system.	Partially Capable	Mark43 can provide this functionality through interfacing with the agency's Case Tracking System of choice.
21.3.6	A .PDF of the Probable Cause statement should be made available via the case tracking system	Partially Capable	Mark43 can provide this functionality through interfacing with the agency's Case Tracking System of choice.
21.3.7	A .PDF of the traffic citation should be made available via the case management system	Partially Capable	Mark43 can provide this functionality through interfacing with the agency's Case Tracking System of choice.
21.3.8	The following data would be included in the interface and is provided for information only.		
21.3.9	Police case number		
21.3.10	The date of the report		
21.3.11	The date of the incident		
21.3.12	The time of the incident		
21.3.13	The date of arrest		
21.3.14	The time of arrest		
21.3.15	The location of the arrest		
21.3.16	The names of all persons listed in the police report		
21.3.17	The addresses of all persons listed in the police report		

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
21.3.18	The type of involvement each person has in the police report (i.e. victim, witness, defendant, etc.).		
21.3.19	The phone numbers of all persons listed in the police report		
21.3.20	The email of all persons in the report		
21.3.21	The name of the officer who wrote the report		
21.3.22	The ID number of the officer who wrote the report		
21.3.23	The statute number(s) of the crime/traffic violation/ordinance violation for which the defendant was arrested		
21.3.24	The textual description of the crime/traffic violation/ordinance violation		
21.3.25	The citation number		
21.4 Clark County EIS System (Booking)			
<p><i>The new RMS should interface with Clark County Sheriff's Office RMS/JMS system. See 8.0 herein for further information. See Appendix I. for options regarding this process. Vancouver Police Officers complete a web based data form prior to booking an inmate into the jail. This form includes the name and descriptive information about the inmate, charge information, and a probable cause statement. A system interface should include a mechanism to transfer arrest report data into the appropriate fields of the jail system data form, satisfying the booking information requirements. Further, after the booking process, an interface will retrieve the booking photo of the arrested person and insert the photo into the appropriate name record in the RMS.</i></p>			
21.4.1	The proposer will provide an interface between the RMS and the EIS system to provide the above described functionality. The below listed data fields are expected to be included in the interface and are provided for information only.	Fully Capable	
21.4.2	Case number		
21.4.3	ORI		
21.4.4	Agency ("VPD")		
21.4.5	Arrestee name		
21.4.6	Arrestee personal identifiers (DOB, SSN, License)		
21.4.7	Arrestee physical descriptors		

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
21.4.8	Arrestee AKA		
21.4.9	Arrestee address		
21.4.10	Arrestee contact information		
21.4.11	Comments/notes		
21.4.12	Arrest location/address		
21.4.13	Incident location/address		
21.4.14	Arresting officer name and ID number		
21.4.15	Transport officer name and ID number		
21.4.16	Date of arrest		
21.4.17	State statute number and violation description/title		
21.4.18	Intake triage questions as follows:		
21.4.19	Does arrestee have any observable medical problems		
21.4.20	Does arrestee have any observable mental health problems		
21.4.21	Does arrestee show any signs of suicidal behavior		
21.4.22	Has the arrestee shown any escape potential or violence propensity behaviors		
21.4.23	Does the transporting officer have any information which we need to know concerning the arrestee		
21.4.24	Did the subject resist arrest and was force used for approximately 3 minutes or longer		
21.4.25	Did it take more than one officer to restrain the subject		
21.4.26	Did the subject demonstrate extraordinary strength or stamina		
21.4.27	Has the subject been completely conscious and aware of person, place, time and event, and responding appropriately to questions		
21.4.28	Does the subject appear flushed and/or did they sweat profusely before, during or since arrest		
21.4.29	If EMS personnel obtained vital signs, were those signs reported to you as significantly abnormal		

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
21.4.30	Are you aware of any indication that the subject has recently ingested drugs and/or has a history of mental illness		
21.5 SECTOR			
<i>Officers write citations and traffic collisions in the state's SECTOR system. An interface will be required to enable information from collision reports and citations to be imported into the RMS via the Electronic Traffic Information Processing (eTRIP) system.</i>			
21.5.1	The proposer will provide an interface between the RMS and the eTRIP system that will enable collision report data to be imported into the RMS from SECTOR.	Fully Capable	
21.5.2	The proposer will provide an interface between the RMS and the eTRIP system that will enable traffic citation data to be imported into the RMS from SECTOR.	Fully Capable	
21.5.3	The below listed citation data fields are expected to be included in the interface and are provided for information only.		
21.5.4	Case number		
21.5.5	Witnesses (Y or N field)		
21.5.6	Plaintiff		
21.5.7	Court jurisdiction		
21.5.8	Date		
21.5.9	Location		
21.5.10	Speeding (Y or N field)		
21.5.11	Speed		
21.5.12	Posted speed		
21.5.13	Measuring method		
21.5.14	Vehicle information (Y or N field)		
21.5.15	Work Zone (Y or N field)		
21.5.16	School Zone (Y or N field)		
21.5.17	In car video (Y or N field)		
21.5.18	Special program (Y or N field)		
21.5.19	Misc Information (Y or N field)		
21.5.20	Interpreter needed (Y or N field)		
21.5.21	Violator name		
21.5.22	Violator address		
21.5.23	Violator driver's license number		
21.5.24	Violator phone number		

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
21.5.25	Violator physical descriptors		
21.5.26	Violators emploment information (name of business)		
21.5.27	Vehicle information		
21.5.28	Trailer information		
21.5.29	State statute violation number, title, penalty amount		
21.5.30	Notes		
21.5.31	Traffic condition		
21.5.32	Weather condition		
21.5.33	Street condition		
21.5.34	Light condition		
21.5.35	Witnesss information		
21.5.36	Officer name, ID number		
21.5.37	Voided citation information (reason for void)		
21.5.38	The below listed collisions data fields are expected to be included in the interface and are provided for information only.		
21.5.39	Number of vehicles involved		
21.5.40	Number of bicycles involved		
21.5.41	Number of pedestrians involved		
21.5.42	Special circumstances involved (hit and run, Fire, Witness Y or N questions)		
21.5.43	Commercial vehicle involved (Y or N field)		
21.5.44	Address/location information		
21.5.45	Intersection information		
21.5.46	Vehicle information		
21.5.47	Persons involved information		
21.5.48	Vehicle safety equipment information		
21.5.49	Contributing causes		
21.5.50	Driver's license information		
21.5.51	Traffic condition		
21.5.52	Weather condition		
21.5.53	Street condition		
21.5.54	Light condition		
21.5.55	Case number		
21.5.56	Date/time of collision		
21.5.57	Date/time of dispatch		

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
21.5.58	Date/time of arrival		
21.5.59	Officer name, ID number		
21.5.60	Supervisor name, ID number		
21.5.61	Property damaged information		
21.5.62	Trailer information		
21.6 ACCESS/WACIC			
<i>The RMS must interface with ACCESS, as described on p. 7 of the RFP. Also see section 4.0 and 17.1.10 in this document for specifications related to this interface.</i>			
21.6.1	The system will interface with ACCESS. Please include comments describing your approach to enabling this interface.	Fully Capable	Mark43 is capable of interfacing with ACCESS through its open API.
21.7 Accurint Crime Analysis			
<i>The RMS must interface with the Accurint Crime Analysis application. Data translation tables and schema are available upon request.</i>			
21.7.1	The system will interface with the Accurint Crime Analysis application	Fully Capable	

Section VIII. – Attachments

Form Mark43 Master Services Agreement

Mark43 is including our standard master services agreement for review.

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (this “**Agreement**”) is effective as of [_____] (the “**Effective Date**”) by and between Mark43, Inc. (“**Mark43**”), with a place of business at 28 E. 28th 12th Floor, New York, NY 10016, and [_____] (“**Subscriber**”), with a place of business at [_____].

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

- 1.1 Defined Terms. Defined terms have the meanings set forth in this Article 1 (Definitions) and elsewhere in this Agreement when capitalized, and may be read in singular, plural or an alternative tense as the context requires.
- 1.2 “Affiliate” means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
- 1.3 “Applicable Law” means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
- 1.4 “Applications” means the Records Management System and other applications as described in Schedule A.
- 1.5 “Authorized User” means an Affiliate, employee or independent contractor of Subscriber (solely to the extent such contractor is providing services to Subscriber), who has been authorized by Subscriber to use the SaaS Services.
- 1.6 “Documentation” means the user guides and user manuals for the SaaS Services that Mark43 provides to Subscriber.
- 1.7 “Go Live” means the date of cutover to each respective Mark43 Application.

- 1.8 “Integration Control Document” means the agreement, if applicable, governing any integrations with Third Party Applications.
- 1.9 “Intellectual Property Rights” means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.
- 1.10 “Professional Services” means the evaluation, consultation, implementation, customization, configuration and other services offered by Mark43 in connection with the SaaS Services.
- 1.11 “Regular Usage Period” for any Application commences upon the occurrence of Go Live for that Application.
- 1.12 “SaaS Services” means the Applications, Software, and related software-as-a-service, hosting, maintenance and/or support services made available by Mark43 for remote access and use by Subscriber, including any Documentation thereto.
- 1.13 “Services” means the services provided or required to be provided by or through Mark43, including without limitation, SaaS Services and Professional Services.
- 1.14 “Software” means the object code version of Mark43’s computer software and all Updates made available by Mark43 to Subscriber under this Agreement.
- 1.15 “Statement of Work” means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.
- 1.16 “Subscriber Data” means all data, information, content and other materials stored or transmitted by Subscriber and any Authorized User through the SaaS Services (i) in their user accounts; and (ii) on any Third Party Application, excluding any Third Party Data and any Mark43 Data.
- 1.17 “Term” means the Initial Term and any Renewal Term.
- 1.18 “Third Party Application” means a third-party service approved by Mark43 to which Subscriber and any Authorized User facilitates Mark43’s access to, and use, of the SaaS Services, via an application programming interface or other means.
- 1.19 “Third Party Components” means any components of the SaaS Service from time to time that are provided by third parties (e.g., Google Maps).
- 1.20 “Third Party Data” means any data owned by a third party that Mark43 provides to Subscriber via the SaaS Service.
- 1.21 “Third Party Provider” means third parties, including other vendors, state agencies and local agencies, that control products and/or databases with which Mark43 SaaS Services are to be interfaced.

- 1.22 “Updates” means any and all new releases, new versions, patches and other updates for the SaaS Services that Mark43 makes generally available without additional charge to its other subscribers of the SaaS Services.
- 1.23 “Vendors” means third parties with whom Mark43 contracts to provide components of the SaaS Services, and includes without limitation, Amazon Web Services (for platform hosting) and Google (for Google Maps).
- 1.24 “Website” means any Internet website through which Mark43 provides the SaaS Services under this Agreement.

2. SERVICES.

- 2.1 SaaS Services. Subject to the terms of this Agreement, and during the Term, Mark43 hereby grants a non-exclusive, non-transferable, non-sublicensable license to Subscriber and its Authorized Users to access and use the SaaS Services through the Website for Subscriber’s internal purposes and in accordance with the terms and conditions of this Agreement. Mark43 will be responsible for hosting the Website, and Subscriber and its Authorized Users will be responsible for obtaining internet connections and other third party software, hardware and services necessary for it to access the Website through the Internet, including without limitation as set forth in Schedule C, "Technical Requirements." Subscriber will be responsible to Mark43 for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.
- 2.2 Professional Services. Mark43 offers Professional Services in connection with the SaaS Services as further described in Schedule A. To the extent any Professional Services involve the development of any customization or configuration to the SaaS Services, all Intellectual Property Rights to such customization or configuration will be solely owned by Mark43 and will be deemed to be included in the definition of SaaS Services and licensed to Subscriber on the terms set forth herein.
- 2.3 Access to Documentation. Mark43 will provide Subscriber via the Website or other means with access to the Documentation, as may be updated from time to time. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.
- 2.4 Support Services. Mark43 will provide a telephone-based help desk through which it will respond to inquiries about the SaaS Services from Subscriber via telephone from 7 AM to 7 PM (Eastern Time), Mondays through Fridays (excluding U.S. Federal holidays). Mark43 also provides a 24/7 email based help desk for the SaaS Services as set forth in Schedule A.
- 2.5 Restrictions on Use. Subscriber and its Authorized Users will not (and will not permit any third party to): (i) share Subscriber’s or any Authorized User’s login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the SaaS Services or of any files contained in or generated by the SaaS Services; (iii) copy, modify, adapt or translate the SaaS Services or the Third Party Data, or otherwise make any use, resell, distribute or sublicense the SaaS Services or the Third Party Data other than in connection with this Agreement; (iv) make the SaaS Services available on a “service bureau” basis or allow any third parties to

use the SaaS Services; (v) disclose the SaaS Services or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services or the Third Party Data; (vii) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (viii) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (x) introduce into the Services an viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (xi) use the Services to post advertising or listings; (xii) use the Services to defame, abuse, harass, stalk, or threaten others; (xiii) permit access or use of the Services by any individual outside the United States; (xiv) hide or obscure any Authorized User's location; (xv) permit access or use of the Services, for any activities other than to enhance Subscriber's own services, where reliance solely on, or failure to use, the Services could lead to death, personal injury, or property damages. Subscriber and its Authorized Users will not access the SaaS Services if in direct competition with Mark 43, and will not allow access to the SaaS Services by any party who is in direct competition with Mark43, except with Mark43's prior written consent. Subscriber shall comply with additional restrictions on use of the Services in Additional Terms, as defined in Section 2.10 below.

- 2.6 Security Obligations. Subscriber agrees it and its Authorized Users shall securely manage their respective password(s) for access to the SaaS Service. Subscriber agrees it shall notify Mark43 promptly in the event it becomes aware of any unauthorized access or use of the SaaS Service, or of any of its or its Authorized Users passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User. [In addition, Authorized Users may log into the SaaS Service from only one location at any given time – concurrent usage (or sign in) under a single username is prohibited.] Subscriber is responsible for all activities conducted within User accounts in use of the SaaS Service. Subscriber shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the SaaS Service, including all those related to data privacy and the transmission of technical or personal data. Subscriber agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Service, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.
- 2.7 Title. As between Mark43 and Subscriber, Mark43 retains title to and ownership of the SaaS Services, including all copyrights and other Intellectual Property Rights relating thereto. Mark43's licensors retain title to and ownership of the Third Party Data and the Third Party Components, including all copyrights and other intellectual property rights relating thereto. Subscriber will have no rights with respect to the SaaS Services, the Third Party Data or the Third Party Components other than those expressly granted under this Agreement. Any suggestions for changes or improvements to Services that Subscriber provides to Mark43, whether solicited by Mark43 or not, shall be owned by Mark43 and Subscriber hereby irrevocably assigns, and shall assign, to Mark43 all right, title, and interest in and to such

suggestions. Mark43 shall have no obligation to incorporate such suggestion into its products or Services.

- 2.8 Subscriber Data. As between Mark43 and Subscriber, Subscriber owns and shall retain all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the Subscriber Data. Subscriber shall have the sole responsibility for the accuracy, quality, and legality of the Subscriber Data, including obtaining all rights and consents necessary to share the Subscriber Data with Mark43 as set forth in this Agreement. Notwithstanding anything to the contrary contained herein, Subscriber hereby grants to Mark43 an irrevocable, worldwide, royalty free, non-exclusive, transferable, sublicensable license to use the Subscriber Data to: provide the SaaS Services to Subscriber and other Mark43 subscribers; analyze the Subscriber Data in anonymized and/or aggregate form in order to operate, maintain, manage, and improve the SaaS Services, create new products and services, and share and/or license this aggregate data to Affiliates, agents, business partners, and other third parties; for Mark43's internal purposes to improve the Applications, Software, and related services, and any other uses disclosed in or related to performance under the Agreement or any statement of work.
- 2.9 Third Party Applications. If Subscriber installs or enables a Third Party Application for use with the SaaS Services, Subscriber grants (and will cause the applicable third party to grant) Mark43 permission to access Subscriber Data stored on that Third Party Application as required for the interoperation of that Third Party Application with the SaaS Services. In no event will Mark43 be responsible for any Third Party Application, or for any failure of a Third Party Application to properly interoperate with the SaaS Services. If Mark43 receives information that a Third Party Application may violate any Applicable Laws or Third Party rights, Subscriber will, promptly upon receiving notice of the foregoing from Mark43, disable any connection between such Third Party Application and the SaaS Services to resolve the potential violation (and if Subscriber fails to promptly disable such connection, Mark43 shall have the right to do so). In addition, in the event that Subscriber fails to properly obtain the grant of rights to Mark43 to access and use Third-Party Data as required for the interoperation of that Third-Party Application, Subscriber shall defend, indemnify, and hold harmless Mark43 from any and all claims based on Mark43's use of such Third-Party Application.
- 2.10 Third Party Components.
- (a) Use of Third-Party Components. Mark43 may use Vendors to subcontract the performance of its duties and obligations hereunder and to provide certain functions of the Services, including without limitation, hosting and data analysis. Certain Vendor policies and terms and conditions of service shall apply to the Services. Such terms, or URL locator addresses for such terms, will be provided on Schedule D or in writing from time to time, "Additional Terms." If any of the Vendors and/or licensors of the Third-Party Components require Mark43 to flow down any Additional Terms Subscriber, Subscriber's use of such Third-Party Components, as incorporated into the SaaS Service, shall be subject to such Additional Terms. In the event of any inconsistency or conflict between the Additional Terms and the terms of this Agreement, such Additional Terms shall

govern with respect to Subscriber's use of the applicable Third Party Component.

- (b) DISCLAIMER REGARDING THIRD PARTY COMPONENTS. MARK43, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY COMPONENTS, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

- 2.11 Third Party Data. Subscriber shall access and use the Third Party Data in accordance with the terms and conditions of the agreement between the Subscriber and the provider of such Third Party Data. MARK43, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY DATA, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY DATA AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.
- 2.12 Agreements with Third Party Providers. Subscriber, and not Mark43, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers in connection with the interfaces, and for paying all fees, costs and expenses of Third Party Providers.
- 2.13 Changes to Services. Mark43 may make changes and Updates to its Services, provided that it does not materially derogate the overall quality of the Services. Mark43 does not guarantee that the Services are or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for, any software or equipment of Subscriber that Mark43 determines are incompatible with the operation of the Services.

3. FEES AND PAYMENT TERMS.

- 3.1 Fees for Mark43 Services. Subscriber will pay Mark43 fees as stated on Schedule A (the "Fees") attached hereto in accordance with the payment schedule set forth on Schedule A. All payments of Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. Unless prohibited by local law, overdue payments will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowable interest under Applicable Law, from due date until paid. Subscriber will pay any sales, use or other tax related to the license and services provided hereunder, exclusive of income taxes and payroll taxes relating to Mark43's employees. Subscriber agrees that its use of and payment for Services constitutes its inspection and acceptance of such Service.
- 3.2 Third-Party Data and Third-Party Components. Additional fees may apply to the use of certain Third-Party Data and Third-Party Components, which if provided by Mark43, such fee may be included within the Fees. Mark43 may pass through any increase in such fees for Third Party Components or Third Party Data, relating to any existing Services, by giving Subscriber thirty (30) days' advance notice.

- 3.3 Taxes. Subscriber will pay all taxes, including sales, use, excise, and other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed on Subscriber or Mark43 with respect to the transactions and payments under this Agreement (excluding taxes based on Mark43's income or employment) ("Indirect Taxes"). All Fees are exclusive of Indirect Taxes. If any such taxes are required to be withheld on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by Mark43 is equal to the amount then due and payable under this Agreement.

4. TERM AND TERMINATION.

4.1 Term.

(a) Initial Term. The initial term of this Agreement begins on the Effective Date and will continue for the period set forth on Schedule A, unless and until terminated in accordance with Section 4.2 (the "Initial Term").

(b) Renewal Terms. Upon expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for successive periods as set forth on Schedule A (each, a "Renewal Term") at the rates set forth on Schedule A, unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

4.2 Temporary Suspension and Termination.

(a) Either party may terminate this Agreement upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.

(b) If Mark43 reasonably determines that Subscriber's use of the Services either: (i) fails to comply with the Restrictions on Use in Section 2.5; (ii) poses a security risk to the Services or any third party, (iii) creates or is likely to create an adverse impact on Mark43's systems, the Services, or the systems or content of any other subscriber; or (iv) subjects Mark43 or its Affiliates to possible liability, then Mark43 may immediately upon notice temporarily suspend Subscriber's and any Authorized User's right to access any portion or all of the Services, pending remedial action by Subscriber, or after a period of 30 days, terminate the Services.

4.3 Effect of Termination. In the event of any termination or expiration of this Agreement,

- (a) Subscriber will pay Mark43 all amounts payable hereunder as of the termination or expiration date;
- (b) all rights and licenses granted hereunder to Subscriber (as well as all rights granted to any Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the SaaS Services; and
- (c) Mark43 will provide records to Subscriber in accordance with its transition assistance services ("Transition Assistance") as set forth in Schedule B.
- (d) Subscriber will, upon written request of Mark43, either return to Mark43 or provide Mark43 with written certification of the destruction of, all documents,

computer files and other materials containing any Confidential Information of Mark43 that are in Subscriber's possession or control.

- 4.4 Survival. The following provisions will survive any termination or expiration of this Agreement: Section 2.7 ("Subscriber Data"), Section 2.9 ("Third Party Components"), Section 2.10 ("Third Party Data"), Section 4.3 ("Effect of Termination"), Section 5 ("Confidentiality"), Section 6.2 ("Disclaimer"), Section 7 ("Limitation of Liability"), Section 8 ("Indemnification"), Section 9 ("Miscellaneous Provisions"), Schedule B ("Transition Assistance") and this Section 4.4 ("Survival").

5. CONFIDENTIALITY.

- 5.1 Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" means: (a) with respect to Mark43, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding Mark43's legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber, any non-public information or material regarding Subscriber's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.
- 5.2 Use and Disclosure of Confidential Information. The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) subject to Section 5.4 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.
- 5.3 Protection of Confidential Information. The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).
- 5.4 Employee and Independent Contractor Compliance. The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require

such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.

- 5.5 Required Disclosures. If a party is requested to disclose any of the other party's Confidential Information pursuant to any judicial or governmental order, that party will not disclose the Confidential Information without first giving the other party written notice of the request and sufficient opportunity to contest the order, to the extent such notice and opportunity to contest may be lawfully given. If one party is nonetheless legally compelled to disclose Confidential Information, such party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such party shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal. Without limiting the foregoing, Subscriber shall notify Mark43 of any requests for records relating to Mark43 (including, without limitation, user guides or Documentation, or documents submitted by Mark43 in response to the RFP) within 24 hours of receipt of the request and provide Mark43 with at least twenty-one (21) days' notice before disclosing any such records. Without limiting the foregoing, and unless prohibited by law, Subscriber further agrees to indemnify and hold harmless Mark43, its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from all claims, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and expert and consulting fees), incurred or expended by Mark43 in connection with a request for the disclosure of Confidential Information of Mark43 or Subscriber Data.
- 5.6 Information Collected Through SaaS Services. Subscriber is solely responsible for compliance with applicable laws related to the manner in which Subscriber chooses to use the Services, including Subscriber's transfer and processing of Subscriber Data. Subscriber understands and agrees that when it uses certain features of the SaaS Services, certain information and data may be collected from Authorized Users, including monitoring and recording activity, and tracking physical location, which may include personal identifying information. Subscriber agrees that Mark43 may use such information to (i) provide more effective Services, (ii) to develop and test its Services, (iii) to aggregate such information and combine it with that of other Users, and (iv) to use anonymous aggregate data to improve the Services or for marketing, research or other business purposes. Provision of Services may involve the disclosure of such information to Vendors or Affiliates on the condition that they agree to treat such information in a manner substantially in accordance with this Agreement. Subscriber may revoke its consent to Mark43's collecting and using such data at any time by written notice to Mark43; provided, however, that Subscriber agrees that such revocation of consent may impair or render impossible the Subscriber's use of the SaaS Services.
- 5.7 CJIS Standards; Employee Background Checks.
- (a) Subscriber understands and agrees that Mark43 utilizes third party vendors ("Hosting Providers") to host the SaaS Services. As of the Effective Date of this

Agreement, Mark43 utilizes Amazon Web Services (AWS) as its Hosting Provider for the SaaS Services. Subscriber may request reasonable records from Mark43 from time to time to assess Mark43's adherence to requirements of the applicable CJIS Security Policy promulgated by the FBI. For the avoidance of doubt, Subscriber may need the consent of Hosting Provider to obtain any records or information from Hosting Provider.

- (b) Subscriber will have the opportunity to run background checks on Mark43 employees that will have direct access to Subscriber Data in the production environment (such employees, the "Covered Employees"), provided that Mark43 may assume that a Covered Employee has been cleared by Subscriber if Mark43 does not receive an adverse response from Subscriber within two (2) weeks of a submission of a background check request.

6. REPRESENTATIONS AND WARRANTIES.

- 6.1 **Power and Authority.** Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Subscriber represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations, during the Term of this Agreement. Subscriber further represents that it has not received federal funding in connection with procurement under this Agreement.
- 6.2 **No Other Warranties.** Use of the SaaS Services is not intended to be a substitute for the professional judgment of dispatchers, law enforcement officers, or first responders. The SaaS Services do not provide legal advice. Subscriber shall be responsible for all its own actions or failure to act in connection with the SaaS Services. Mark43 cannot guarantee that every error in the SaaS Services or problem raised by Subscriber will be resolved. THE SERVICES, THE THIRD PARTY COMPONENTS, AND THE THIRD PARTY DATA ARE PROVIDED "AS IS." MARK43 ASSUMES NO RESPONSIBILITY OR RISK FOR SUBSCRIBER'S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED THROUGH THE SAAS SERVICES. MARK43 MAKES NO WARRANTY THAT THE SERVICES WILL BE COMPLIANT WITH ANY REQUIREMENTS OF CJIS (CRIMINAL JUSTICE INFORMATION SERVICES) OR CLETS (CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM) OR ANY EQUIVALENT. DUE TO THE NATURE OF SOFTWARE AND THE INTERNET, MARK43 CANNOT GUARANTEE THAT EVERY ERROR IN THE SAAS SERVICES OR PROBLEM RAISED BY SUBSCRIBER WILL BE RESOLVED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6 NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SERVICES, THE THIRD PARTY COMPONENTS, THE THIRD PARTY DATA OR THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION OR THAT THE SERVICES, THIRD-PARTY COMPONENTS AND

THIRD-PARTY DATA ARE UP TO DATE, ACCURATE OR COMPLETE, SECURE FROM LOSS OR DAMAGE, OR FREE OF HARMFUL COMPONENTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. To the extent that a party may not as a matter of Applicable Law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

7. LIMITATION OF LIABILITY.

- 7.1 Liability Exclusion. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE, OR FAILURE OF, OF THE SERVICES, THE THIRD PARTY COMPONENTS OR THE THIRD PARTY DATA PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, ENVIRONMENTAL DAMAGE, LOSS OF PROFITS, REVENUES, ANTICIPATED SAVINGS, CUSTOMERS, OPPORTUNITIES, DAMAGE TO PRIVACY, REPUTATION OR GOODWILL OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- 7.2 Limitation of Damages. MARK43'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO MARK43 BY SUBSCRIBER DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES. MARK43 SHALL HAVE NO LIABILITY ARISING OUT OF OR RELATING TO THE THIRD-PARTY COMPONENTS OR THE THIRD-PARTY DATA.
- 7.3 Exceptions. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 7.1 AND SECTION 7.2 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. INDEMNIFICATION.

- 8.1 Indemnification by Mark43. Mark43 will defend, indemnify and hold harmless Subscriber and its Authorized Users, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and expert and consulting fees) in connection with any third party claim arising after the Effective Date that the use of the SaaS Services (excluding any open source software) in accordance with this Agreement infringes or misappropriates the United States intellectual property rights of third party; provided, however, that the foregoing obligations shall be subject to Subscriber (a) promptly notifying Mark43 of the claim, (b) providing

Mark43 with reasonable cooperation in the defense of the claim when Subscriber becomes aware and (c) providing Mark43 with sole control over the defense and negotiations for a settlement or compromise; provided, however, that Mark43 shall not enter into any such settlement without Subscriber's prior written consent, which consent will not be unreasonably withheld, and that Subscriber shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing. Notwithstanding the foregoing, Mark43 shall have no obligation with respect to a third party claim to the extent the third party claim arises from: (s) claims arising out of acts or omissions of Subscriber or its users, employees or contractors; (t) claims brought by Subscriber or its Affiliates or Authorized Users; (u) claims arising from the use of old versions software after receipt of modified or updated versions of software; (v) claims arising from the use of Third Party Applications, Third Party Components or Third Party Data; (w) claims arising from any data, product specifications, information or materials provided by Subscriber hereunder, when used in connection with the SaaS Services or any customization or configuration made to the SaaS Service proposed by or provided by Subscriber under a Statement of Work; (x) use of the SaaS Services in combination with modules, apparatus, hardware, software, or services not authorized by Mark43 or specified in the Documentation for use with the SaaS Services; (y) use of the SaaS Services in a manner that is not in accordance with this Agreement or the Documentation; (z) the alteration or modification of the SaaS Services by a party other than Mark43, unless such alterations and modifications were authorized by Mark43 or specified in the Documentation for use with the SaaS Services.

- 8.2 Indemnification by Subscriber. Except where prohibited by law, Subscriber will defend, indemnify and hold harmless Mark43 and its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and expert and consulting fees) in connection with (I) any third party claim arising from or relating to (i) any allegation that any data, product specifications, information or materials provided by Subscriber hereunder, including, without limitation, the Subscriber Data and Third Party Applications, when used in connection with the SaaS Services or any customization or configuration made to the SaaS Service proposed by or provided by Subscriber under a Statement of Work: (a) infringes or misappropriates any Intellectual Property Rights of a third party, or (b) violates any Applicable Laws; (ii) the actual or alleged violation of Applicable Law by Subscriber, any Authorized User, or any Affiliate, employee, agent or independent contractor of Subscriber; or (iii) Subscriber's breach of this Agreement; provided, however, that the foregoing obligations shall be subject to Mark43 (x) promptly notifying Subscriber of the claim, (y) providing Subscriber with reasonable cooperation in the defense of the claim and (z) providing Subscriber with sole control over the defense and negotiations for a settlement or compromise; provided, however, that Subscriber shall not enter into any such settlement without Mark43's prior written consent, which consent will not be unreasonably withheld, and that Mark43 shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing; (II) disabling a connection to a Third Party Application at Subscriber's request; (III) Subscriber's actions or failure to act, resulting in any third-party claim for personal injury or death, damage to personal property or reputation,

environmental damage, interference with contract or employment, or violation of privacy; (IV) any request pursuant to a judicial or governmental order or other similar process, including but not limited to a subpoena or FOIA request or discovery request, seeking the disclosure of any Subscriber Data or other information collected or maintained by Mark43 in connection with the SaaS Services. For the avoidance of doubt, and without limiting the foregoing, Subscriber hereby acknowledges that Mark43 shall have no implicit or explicit obligation to challenge, oppose or defend against any request described in Clause (IV) of this subsection unless and until Subscriber reaffirms that it will honor its indemnification obligations as provided herein.

9. MISCELLANEOUS.

- 9.1 Notices. Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below or such other addresses as the respective parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first:

If to Mark43:

Mark43, Inc.
28 E. 28th Street
12th Floor
New York, NY 10016
Attn: David Jochim
Email: dave@mark43.com

If to Subscriber: _____

Copy to: _____

Copy to:
Mark43, Inc.
28 E. 28th Street
12th Floor
New York, NY 10016
Attn: General Counsel
Email:
contractnotices@mark43.com

- 9.2 Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the consent of the other party, assign or otherwise transfer this Agreement to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this

Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

- 9.3 Dispute Resolution. In the event of a dispute arising under or relating to this Agreement, the parties agree to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act ("FAA"). All disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (AAA) then in effect, which is available at the AAA website www.adr.org. If those rules conflict with this provision, this provision shall control. The arbitration shall be conducted before a panel of one or more arbitrators. The arbitrator(s) shall be selected from the AAA's National Roster of Arbitrators pursuant to agreement between the parties or through selection procedures administered by the AAA. The arbitration may be conducted in person, through the submission of documents, by phone or online. If conducted in person, the arbitration shall take place in New York, New York. The arbitrator(s) shall determine the matters in dispute strictly in accordance with the terms of this Agreement and the substantive law of the State of New York, excluding its principles of conflicts of laws, except that the interpretation and enforcement of this arbitration provision shall be governed by the FAA. The parties agree that New York, New York, USA is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision herein is found to be unenforceable.

The award of the arbitrator(s) shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues or accountings presented or pled to the arbitrators, provided that THE ARBITRATOR(S) SHALL HAVE NO AUTHORITY TO AWARD EITHER PARTY ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS), OR ATTORNEYS' FEES OR COSTS. The parties may litigate in court and shall submit to the personal jurisdiction of the federal and state courts located in New York, New York, USA, for any action to do the following: (i) to compel arbitration; (ii) to stay proceeding pending arbitration; (iii) seek injunctive or other equitable relief to prevent the actual or threatened infringement, misappropriation or violation of a its copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, including any provisional relief required to prevent irreparable harm; (iv) to protect or defend the ownership, validity or enforcement of any intellectual property rights; (v) or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. The parties agree that New York, NY USA is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision herein is found to be unenforceable.

The arbitration award and record, and any Confidential Information that is used at or in connection with the arbitration shall not be disclosed to third parties by the arbitrator(s) or the parties without the prior written consent of both parties. Neither the fact that the arbitration occurred nor the result of the arbitration shall be admissible in evidence in a subsequent proceeding brought on the same claims that were presented at the arbitration.

- 9.4 Force Majeure. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
- 9.5 No Waiver. The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.
- 9.6 Amendment. No modification, change or amendment to this Agreement shall be effective unless in writing signed by Subscriber and Mark43. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document in connection with this Agreement will be effective unless expressly stated otherwise in a separate writing signed by Subscriber and Mark43.
- 9.7 Relationship of the Parties. The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any

obligation of any kind on behalf of any other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

- 9.8 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.
- 9.9 Headings. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.
- 9.10 Counterparts. This Agreement may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original signatures.
- 9.11 Cumulative Remedies. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 9.12 Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.
- 9.13 Compliance with Laws. Each party shall comply with all Applicable Laws relating or pertaining to the use of the Services. Subscriber shall ensure that its use of all Subscriber Data complies with all Applicable Laws relating to the privacy of third parties or the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the End User Data covered by this Agreement. "Applicable Laws" means all applicable provisions of all (x) constitutions, treaties, statutes, laws (including the common law), rules, directives, regulations, ordinances, codes or orders of any governmental authority and (y) orders, decisions, injunctions, judgments, awards and decrees and consents of or agreements with any such entity. Each party shall comply with local anti-bribery laws as well as the U.S. Foreign Corrupt Practices Act, as well as any other applicable laws and regulations. In connection with its performance under the Agreement, neither party shall directly or indirectly: (A) offer, pay, promise to pay, or authorize the payment of any money, gift or other thing of value to any person who is an official, agent, employee, or representative of any government or instrumentality thereof or to any candidate for political or political party office, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing of value will be offered, given, or promised, directly or

indirectly, to any such official, agent, employee, or representative of any government or political party, political party official or candidate; (B) offer, promise or give any person working for, or engaged by, the other party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; or (C) request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement. Each party represents and warrants that it shall be responsible for compliance with this provision by all third parties engaged by it to perform services related to this Agreement and shall require that such third parties agree to comply with all legal requirements required of such party under this Agreement.

9.14 Certain Waivers Unenforceable. Subscriber agrees that it will not ask Mark43, or any Mark43 employee or contractor, to sign a document that waives liability for property damage, injury, or death that occurs on Subscriber's real property or property (such as vehicles) that is owned or controlled by Subscriber, or in the course of performing a ride-along or comparable activity with Subscriber's personnel. Subscriber further agrees that any waiver signed by a Mark43 employee or contractor is null, void, and unenforceable against Mark43 and its employees and contractors.

9.15 Entire Agreement. This Agreement supersedes all previous understandings, agreements and representations between the parties, written or oral and constitutes the entire agreement and understanding between the parties with respect to the subject matter thereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.

9.16 Supporting Documents.

The following documents are, by this reference, expressly incorporated into this Agreement and are collectively referred to herein as the "Supporting Documents:"

- Schedule A: Services Schedule
- Schedule B: Transition Assistance
- Schedule C: Technical Requirements
- Schedule D: Additional License Terms

This Agreement and the Supporting Documents shall be construed to be mutually complimentary and supplementary whenever possible. In the event of a conflict that cannot be resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the Supporting Documents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MARK43, INC.

[SUBSCRIBER]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

Services Schedule

1. **Services**. The Services covered by this Agreement consists of the following:

a. **Professional Services:**

i. **Implementation Phase:**

1. Project Management
2. RMS Interface Development (Subject to consent and cooperation of the third parties)
 - a. TBD
 - b. TBD
3. RMS Interface Control Documentation
4. RMS Data Conversion Study
5. RMS Data Conversion (Legacy vendor will provide Subscriber RMS data to Mark43 in a SQL Server or MYSQL relational database)
6. RMS Configuration
7. RMS Interface Testing
8. RMS Functional Testing
9. RMS Trainer Training
10. RMS Cutover Support
11. TBD

ii. **Post-implementation Phase**

1. TBD
- 2.
- 3.

iii. **Optional Professional Services:**

1. TBD
- 2.
- 3.

b. **SaaS Services:**

i. The Applications to be provided are described as follows:

1. Mark43 Records Management (RMS)

Report Writing

- In-station and mobile field reporting
- Incident, Offense and Arrest Reports
- Field Contact Reports
- Use of Force Reports
- Active Error Validation
- Smart Duplicate Data Entry Logic and Prevention
- Unlimited Report Attachments
- Auto-Validation of Fields, Locations and People

- Word Processing Tools
- Context Sensitive Report Export Formats
- Fully Report Audit History
- Email and In-App Notifications
- User Specific Reports Dashboard

Case Management

- Seamless Report Import
- Active Master Entity Sync
- Unlimited Case Attachments
- Dashboard for Case Tracking
- Configurable Task Lists by Case Type
- Dynamic Master Entity Profiles
- Email and In-App Notifications
- Context-Sensitive Case Export Formats

Property and Evidence

- Mobile Device Application for Barcode Scanning, Audits and ID Capture
- Automatic Custodial Property Report Generation
- Master Item Profile
- Configurable Barcodes and Disposition Notifications
- Bulk Item Filtering and Actioning
- Dashboard for Inventory Management
- Immutable Chain of Custody
- Storage Location Setup and Customization
- Email and In-App Notifications
- Full Evidence Audit History
- Chain of Custody Validations and Guardrails
- Digitally capture signatures and photos ID's
- Batch Label Printing
- Support for Zebra Printing
- Automated disposition approval process with customizable retention periods

Warrant Management

- Linked Incident/Arrest Reports, Warrants, and Entity Records
- Dashboard for Warrant Tracking and Management
- Configurable Warrant Number Format, Fields and Permissions
- Context-Sensitive Warrant Export Formats

Stat Reporting and Crime Analysis

- Active Error Detection
- Automatic NIBRS Code Mapping
- Integrated NIBRS Workspace for Report Creation
- Advanced RMS and Entity Search

- Multi-Input and Fuzzy Match Search Filters
- Comprehensive Analysis Filters

System Administration

- Configurable Permissions & Roles for Individual Users & Records
- Configurable Fields, Statutes, Codes & Validation Rules
- Shapefile Import
- Configurable Street & Location Aliases
- Configurable Department Alerts & Notifications
- IP Address Whitelisting & Blacklisting for Enhanced Security
- Open API for Third-Party Connections
- Custom Units, Teams and User Roles
- Automatic UCR & NIBRS coding
- Permission-based Read/Write Privileges

2. Mark43 Data Exchange [optional Application]

- a. If agreed by the Parties, Mark43 or a partner/subcontractor will connect the Mark43 Public Safety Platform to Federal, state and local criminal justice data sources. Mark43 utilizes a third party middleware component in the Mark43 Public Safety Platform and uses a third party to perform services to setup and maintain these connections and provides support during training, configuration and implementation phases of the project. If Subscriber elects to purchase, the Parties agree to evaluate the requirements together and agree on a time frame for completion. Subscriber is responsible for determining which of these downstream data feeds will continue to receive information at cutover. Subscriber, with the consent of Mark43, is also responsible for determining the policies and procedures surrounding interfaces between Mark43 Applications and third-party databases. Subscriber understands and agrees that third party service providers and Mark43 may impose additional license, warranty and other terms on Subscriber. Subscriber agrees to enter into additional agreements as reasonably required by such third parties and Mark43, including, without limitation, a different warranty/SLA addressing uptime and maintenance of the Data Exchange Services.

3. Mark43 Data Lake [optional Application]

- a. If Subscriber elects to purchase Mark43 Data Lake, the Parties agree to evaluate the requirements together and agree on a time frame for completion. Subscriber understands and agrees that third party service providers may impose additional license, warranty and other terms on Subscriber. Subscriber agrees to enter into additional agreements as reasonably required by such third parties and Mark43, including, without limitation, a different warranty/SLA addressing uptime and maintenance.

- ii. Upon completion of the Professional Services (Implementation Phase), during the Regular Usage Period Mark43 will provide Subscriber with the SaaS Services for the Fees set forth in Section 4 below (the “**Regular Usage Period**”). [The parties anticipate that the Regular Usage Period will commence on or about _____.]
2. **Initial Term**. The Initial Term is the [number] [year/month] period commencing on the Effective Date.
3. **Renewal Terms**. Any Renewal Terms shall be for a period of [number] [year/month].
4. **Fees**:
 - a. Professional Services:
 - i. TBD
 - ii.
 - iii.
 - b. Subscription Fee:
 - i. RMS: The Subscription Fee for the [RMS Application] for the Initial Term is \$[_____] per year.
 - ii.[Other]
 - c. Optional Services:
 - i. TBD
 - ii.
 - iii.
 - iv.

Mark43 will notify Subscriber of any changes to the Fees for a Renewal Term at least forty-five (45) days prior to the start of the Renewal Term.
5. **Payment Schedule**. Subscriber will pay the Fees on the following schedule:
 - a. Initial Term: \$[_____]. Fees will be paid on the following schedule:
 - i. [describe schedule]
 - ii.
 - b. Renewal Term: Fees for any Renewal Term will be paid in full in advance on the first day of the Renewal Term.
6. **Support Services**. As part of the SaaS Services, subject to Section 2.4, Mark43 shall establish, sufficiently staff and maintain the organization and processes necessary to provide telephone and/or email based technical support, troubleshooting, error identification, isolation and remediation, and other assistance directly to Subscriber and its Authorized Users to support Subscriber’s use, deployment and validation of the SaaS Services on a 24x7 basis, and after normal business hours and on holidays, as necessary to support Mark43’s obligations under this Agreement. The contact information for Mark43’s technical

support organization is Support@mark43.com and Mark43 will notify Subscriber in writing of any changes no less than 5 days in advance. Mark43 shall provide Subscriber with online access to its knowledge database and any other resource containing information that will aid in problem and error resolution and correction, as well as any other technical resources made electronically available to any of Mark43's other customers. The Mark43 account manager or primary point of contact for Subscriber with respect to this Agreement will be _____.

- 7. **Service Levels.** Mark43 shall provide the Applications in accordance with the following services levels.
 - a. **Service Levels for the Records Management System and Evidence Management Applications (hereinafter, "RMS").**
 - i. **RMS Availability.** During any calendar month of a Regular Usage Period, the RMS shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the RMS ("**RMS Scheduled Downtime**"); provided, however, that Mark43 is not responsible for any downtime of the RMS caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein; provided, further, that Mark43 shall be responsible for any downtime of RMS caused by Integrated Third Party Software (as defined below) solely to the extent specified in Section 7(b) below ("Service Levels for Integrated Third Party Software"). Mark43 shall provide Subscriber with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime (defined below) of the RMS, as well as continual periodic updates during the unscheduled downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the RMS shall be available.
 - ii. **RMS Service Credits.** In the event that Mark43 fails to make the RMS available at least 99.9% of the time in any given month during the Regular Usage Period due to RMS Unavailability (as defined below), Mark43 will credit the Subscriber's account for the unavailable RMS as follows:

RMS Availability (Monthly)	Credit Percentage
Above 99.9%	0%
99.8 – 99.0%	10%
98.9 – 98.0%	20%
Below 97.9%	30%

"RMS Unavailability" is defined as the percentage of minutes per month in which the RMS is completely and generally unavailable for Subscriber's use (but not the use of any one Authorized User), provided that RMS Unavailability does not include any unavailability attributable to: (a) RMS Scheduled Downtime for maintenance (whether by Mark43, by a vendor, or by Subscriber); (b) acts or omissions of Subscriber or any Subscriber user of the RMS; (c) server downtime related to connectivity issues resulting from Third Party-managed VPN access to hosted server or Subscriber

internal network problems; (d) defects or bugs in the Applications or Software caused by Subscriber, any Authorized User, or any Affiliate, employee, agent or independent contractor of Subscriber; or (e) any other cause(s) beyond Mark43's reasonable control, including but not limited to those caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), Third Party Components, overall internet congestion or a force majeure. Subscriber will be responsible for immediately notifying Mark43 of all Third Party-managed VPN access and internal or external (e.g. internet service provider) network problems that arise.

"Credit Percentage" means the applicable percentage of the portion of the Fees attributable to Services in the calendar month in which the RMS Unavailability occurs. For example, if Subscriber has paid Mark43 \$1,000 for one year of a Regular Usage Period, and the RMS Availability falls to 99.5% during any calendar month in that year, then Mark43 will owe Subscriber a 10% credit on that month's portion of the Fee, or: $\$1,000/12 = \83.33 per month, and $10\% \text{ of } \$83.33 = \8.33 . In this example, Mark43 would owe Subscriber \$8.33 in credit for the month in which RMS Availability fell to 99.5%.

In order to receive this credit, Subscriber must notify Mark43 in writing within fifteen (15) days following the end of the month the RMS Unavailability occurred. All claims are subject to review and verification by Mark43 prior to any credits being granted. Mark43 will acknowledge credit requests within fifteen (15) business days of receipt and will inform Subscriber whether such claim request is approved or denied. The issuance of RMS Service Credit by Mark43 hereunder is Subscriber's sole and exclusive remedy for any failure by Mark43 to satisfy the service levels set forth in this Section 7(a).

- b. **[Proposed terms. Final terms will depend on which Integrated Third Party Software is used. Service Levels for Integrated Third Party Software.** Notwithstanding anything else to the contrary contained herein, Mark43 shall be responsible for any downtime of or related to the Applications or Integrated Third Party Software (as defined below) that is caused by Integrated Third Party Software solely to the extent specified in this Section 7(b). Credit Percentages Service Credits referenced elsewhere in this Contract shall not apply to downtime caused by Integrated Third Party Software or the integrations or connections to Integrated Third Party Software.
- i. **Availability of Third Party Applications.** Schedule A identifies specific Third Party Application integrations (the "**Integrated Third Party Software**") to be performed by Mark43 during the Professional Services Period, and the Subscriber's and Mark43's respective rights regarding acceptance of those Services. During the Regular Usage Period, the Integrated Third Party Software shall be operational no less than 99.9% of the time on a 24x7 basis, excluding any scheduled maintenance of the Integrated Third Party Software (whether scheduled by Mark43 or by the third party provider, the "**Integration Scheduled Downtime**"); provided, however, that Mark43 shall not be responsible for downtime caused by upgrades or updates to Integrated Third Party Software of which Mark43 does not receive the requisite advance notice, and such downtime will not count against the service levels promised herein. Mark43 agrees

that it shall schedule any Integration Scheduled Downtime on minimal traffic days whenever possible. The Parties further agree that Mark43 shall not schedule in excess of 90 minutes of Integration Scheduled Downtime in during any 30-day period. Mark43 shall provide Subscriber with immediate telephone notification to the point of contact set forth in the Contract as soon as it becomes aware of any actual or potential unavailability of an Integration other than Integration Scheduled Downtime (“**Integration Unscheduled Downtime**”), as well as continual periodic updates during the Integration Unscheduled Downtime regarding Mark43’s progress in remedying the unavailability and the estimated time at which the Integration shall be available.

- ii. **Responsibilities for Planned Updates.** Subscriber shall provide Mark43 with prompt notice, and in no case fewer than forty-five (45) days’ advance notice, of any update by the Third Party provider of Integrated Third Party Software. Mark43 shall undertake commercially reasonable efforts to patch, repair or update the Software in order to integrate it with the updated Integrated Third Party Software.
- iii. **Responsibilities for Planned Upgrades.** Subscriber shall provide Mark43 with prompt notice, and in no case fewer than ninety (90) days’ advance notice, of any planned upgrade by the Third Party provider of Integrated Third Party Software. Mark43 shall evaluate the time and resources required to patch, repair or update the Software in order to integrate it with the upgraded Integrated Third Party Software. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price) on which Mark43 would develop a patch, repair, update or Upgrade to integrate the Software with the Integrated Third Party Software.]

SCHEDULE B
Transition Assistance

Upon termination of the Agreement for any reason, and subject to all Fees due being paid in full, Mark43 will create searchable PDFs of each record (each, a “**Record**”) and provide them to the Subscriber for download. Subscriber may request, and Mark43 will consider, other formats in which to create the Records, but the final format of all Records will be determined in Mark43’s sole discretion. Records can be uploaded to Subscriber’s new records management system by the Subscriber or its new vendor.

1. Preparation

- a. The Subscriber will provide the desired cutoff date of the SaaS Services (the “**Cutoff Date**”), at which time all existing user accounts will be terminated.
- b. Mark43 will provide one (1) account for the Subscriber to access a web-based storage platform to retrieve Subscriber documents and Records (the “**Transition Account**”). The Transition Account will be available to Subscriber for thirty (30) days prior to the Cutoff Date.

2. Content

- a. Each Report in Mark43 will be recreated as a searchable PDF (or other mutually agreed to format as described above) using the standard Mark43 format then in use.
- b. All archive files will be accessible via the internet on the Cutoff Date.

3. Support

- a. Mark43 will maintain Subscriber data in Mark43 for up to 1 year following the Cutoff Date.
- b. Mark43 will maintain Subscriber PDF archives for up to 2 years following the Cutoff Date.
- c. Mark43 will resolve any issues it deems to be the result of errors in the Mark43 platform or export process for a period of six (6) months after the Cutoff Date.
- d. No less than 1 year after the Cutoff Date, Mark43 will delete Subscriber Data from all Mark43 online systems (e.g. primary database, replica databases, search databases, application caches, etc.) other than database backups, audit logs and server system logs.
- e. Within 6 months from the date of deletion of Subscriber Data from all Mark43 online systems, all Subscriber Data will be erased from database backups.
- f. Notwithstanding the foregoing, Mark43 reserves the right to retain Subscriber Data on audit logs and server system logs and in support tickets, support requests and direct communications with Mark43.

Transition Assistance as outlined in this Schedule B is included in the Fees charged to Subscriber for the Services. Fees are due and payable up to the Cutoff Date. In the event that

any Fees have not been paid as required in this Agreement, Mark43 may retain all Records and decline to provide the support outlined in Section 3 of Schedule B above until such Fees are paid in full.

SCHEDULE C

Technical Requirements

This Schedule lists the minimum technical requirements required for Mark43's RMS, CAD, Evidence Management and Data Exchange applications. This also describes the requirements for Mark43 interface servers. Third Party Providers and subcontractors may have additional requirements that are not listed here.

1. Mark43 RMS

1.1 RMS Workstation Requirements

Item	Minimum	Recommended
Operating System	Windows 7+, Apple OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core processor	1x dual-core processor or greater
Architecture	x64 / x86	x64
Memory	2 GB	4 GB+
Network Card	1x 2Mbps+ NIC	1x 10Mbps+ NIC
Display(s)	1x 1024x768	1 x 1920x1080
Hard Drive	1 GB available space	5 GB available space
Graphics Card	N/A	N/A
Bandwidth	2 Mbps	5+ Mbps

1.2 RMS Workstation Site Internet Requirements

The Mark43 platform operates as a single-page application where most of the heavy download load is needed only on initial page load for each user. Mark43 recommends for the RMS application an overall internet bandwidth connection of 1+ Mbps per concurrent user using that connection. Actual performance and usage may vary greatly depending on user usage of other internet-connected applications and your ISP.

1.3 RMS Browser Requirements

Mark43 RMS is web-based and requires a modern web browser to access the system. Mark43 RMS supports all versions of Microsoft Internet Explorer and Google Chrome that receive technical support and security updates from the browser vendor.

- Google Chrome (latest)
- Microsoft Internet Explorer: All versions of Microsoft Internet Explorer that receive technical support and browser updates. (As of 10/15/2017 this is IE 11+, Microsoft Edge)

1.4 RMS Mobile Data Terminal Requirements

Item	Minimum	Recommended
Operating System	Windows 7+, Mac OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core processor	1x dual-core processor or greater
Architecture	x64 / x86	x64
Memory	2 GB	4 GB+
Network Card	2 Mbps (4G LTE)	5+ Mbps (4G LTE)
Display(s)	1x 1024x768	1x 1024x768+
Hard Drive	1 GB available space	5 GB available space
Graphics Card	N/A	N/A

2. Mark43 CAD

2.1 CAD Call Taker / Dispatcher Workstations

Mark43 recommends solely using the Mark43 CAD installed windows application for CAD call takers and dispatchers. The installed application allows for multi-window functionality and a more seamless user experience for power-users of the CAD application.

Item	Minimum	Recommended
Operating System	Windows 7+, Mac OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core processor	1x quad-core processor or greater
Architecture	x64	x64
Memory	4 GB	8 GB+
Network Card	1x 2Mbps+ NIC	1x 10 Mbps+ NIC
Display(s)	1 x 1024x768 monitor	2x+ 1920x1080 monitors
Hard Drive	1 GB available space	5 GB available space
Graphics Card	N/A	2x 512MB NVIDIA Quadro NVS 310, 4 MON
Bandwidth	2 Mbps	10+ Mbps

2.2 CAD Call Taker / Dispatcher Workstation Site Internet Requirements

The Mark43 platform operates as a single-page application where most of the heavy download load is needed only on initial page load for each user. Mark43 highly recommends for the CAD application an overall internet bandwidth connection of 2+ Mbps per concurrent user using that connection and a backup ISP connection with automatic failover. Actual performance and

usage may vary greatly depending on user usage of other internet-connected applications and your ISP.

2.3 CAD First Responder Mobile Data Terminal Requirements

Item	Minimum	Recommended
Operating System	Windows 7+, Mac OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core Processor	1x dual-core processor or greater
Architecture	x64	x64
Memory	2 GB	4 GB+
Network Card	2 Mbps+ (4G LTE)	5 Mbps+ (4G LTE)
Display(s)	1 x 1024x768	1 x 1024 x 768
Hard Drive	1 GB available space	5 GB available space
Graphics Card	N/A	N/A
Bandwidth	2 Mbps+ (4G LTE)	5 Mbps+ (4G LTE)

2.4 Mark43 CAD Web Application (First Responder & Dispatch)

Mark43 CAD is also web-based and requires a modern web browser to access the system. Mark43 CAD is only supported for the latest version of Google Chrome. All other users are recommended to use the installed version of the application.

2.5 GPS Pinger

Item	Minimum	Recommended
Operating System	Windows 7+	Windows 10
Architecture	x32	x64
Network Card	2 Mbps+ (4G LTE)	5 Mbps+ (4G LTE)

Other requirements:

- Powershell that is installed with Windows 7+
- .Net Framework v.2.0.50727 or v.4.0
- Java jre 8u162
- To support legacy passthrough, com0com driver required and dedicated COM ports set up
- Admin access is required for installation
- Service account set up with "Log in as service" permissions
- Verified Hardware:
 - * Getac machines with internal GPS (BAUD rate of 96k)
 - * BU-353S4 receivers that plug in
- Supported:
 - * GPS Reciever using NMEA standard (that is to say \$GPxxx messages) with a dedicated COM port

- External Antenna strongly recommended

3. Mark43 Evidence Management

3.1 **Evidence Workstation Requirements**

Evidence workstation requirements mirror the RMS workstation requirements. As evidence is loaded as a module of the RMS.

Item	Minimum	Recommended
Operating System	Windows 7+, Mac OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core processor	1x dual-core processor or greater
Architecture	x64 / x86	x64 / x86
Memory	4 GB	6 GB+
Network Card	1x 2Mbps+ NIC	1x 10Mbps+ NIC
Screen Resolution	1024x768	1920x1080
Hard Drive	1 GB available space	5 GB available space
Display(s)	1x 1024x768 monitor	1x 1920x1060
Graphics Card	N/A	N/A
Bandwidth	2 Mbps	5+ Mbps

3.2 **Evidence Smartphone Mobile Application**

- **Platforms:**
 - o Android version 5+
- **Recommended Device:**
 - o Samsung Galaxy S7+

3.3 **Evidence Barcode Printer Requirements**

Mark43 Evidence product requires a barcode printer to optimize the evidence management process. Mark43 integrates seamlessly with Zebra barcode printing hardware and requires the following printer:

- GX430T model number GX43-102410-000
- 2000T labels
- 5100 Premium Resin Ribbon

3.4 **Evidence Printer Server Requirements**

The complexity with barcode printing stems from making our website communicate with physical hardware on premises with our clients. We cannot rely on Chrome/Internet Explorer's built in printing functionality because they do not support the Zebra printing language we use for labels. In order to communicate with the barcode printers we will need an intermediate server to route printing requests. The machine will need the following specifications:

- 2 GB RAM
- 32 GB HDD Storage
- 2 x 2.0+ GHz Processors

4. Mark43 Data Exchange

The Mark43 Data exchange functionality is enabled through either the RMS or CAD applications. Additional interface servers may be required to support Mark43 Data Exchange data flows, depending on the department's size and complexity.

5. Mark43 Interface Servers

If 3rd party integrations are required, interface server(s) may be installed on site. The requirements of an interface server are as follows. The recommended number of interface servers needed depends on the interface requirements of the agency as well as the number of users supported by the data exchange product.

Item	Minimum	Recommended
Operating System	Ubuntu Linux (latest LTS)	Ubuntu Linux (latest LTS)
Processor speed & quantity	4x CPUs	8x+ CPUs
Architecture	x64 / x86	x64 / x86
Memory	8 GB	16+ GB
Network Card	1x 100 Mbps NIC	2x 1Gbps NICs
Display(s)	N/A	N/A
Hard Drive	250 GB	500 GB
Graphics Card	N/A	N/A

SCHEDULE D

Additional Terms

Google: Users are bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy), available by following these links:

Google Maps Terms: https://maps.google.com/help/terms_maps.html

Google Privacy Policy: <https://policies.google.com/privacy?hl=en&gl=us>

Acceptable Use: https://enterprise.google.com/maps/terms/universal_aup.html

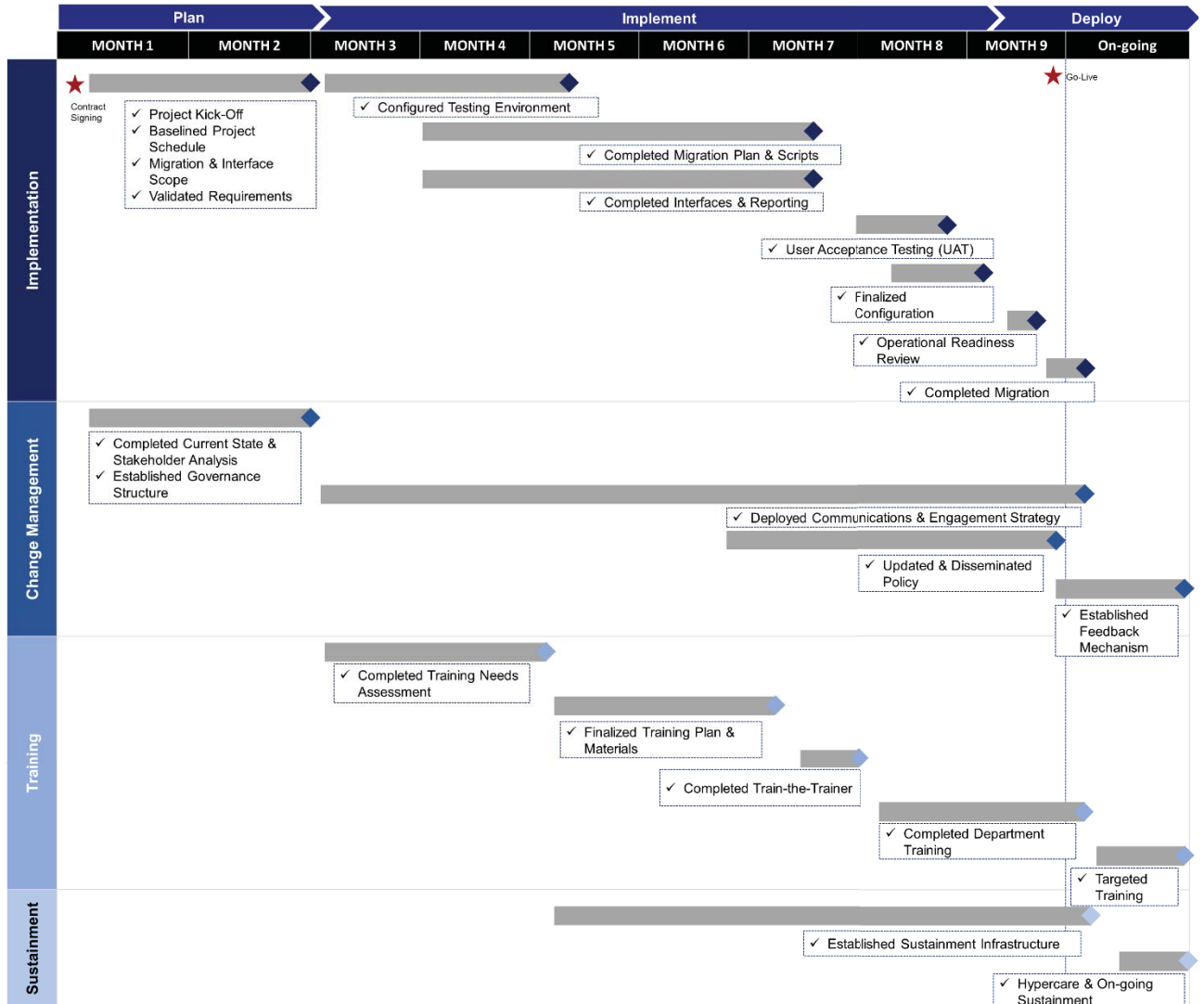
Amazon:

Universal Service Terms: <https://aws.amazon.com/service-terms/>

Acceptable Use: <https://aws.amazon.com/aup/>

Mark43 RMS Project Management

Mark43 RMS Sample Project Timeline



Sample Mark43 Project Status Reports

- Project timeline
- Project status dashboard
- Risk summary
- Accomplishments and delays summary

mark43 Overall Project Status

Latest Update					Current Status	Previous Week Status
<ul style="list-style-type: none"> • Completed to 3-day end-to-end testing on 2/15 • Deployed 2/21 release that includes RMS enhancements and fixes 						

Workstream	Start Date	End Date	Status	Previous Week Status	Latest Update

On Track
 At Risk
 Completed
 Not Started

Sample Mark43 Overall Project Status Report

mark43 Project Status Report Catalog

Vancouver Police Department Weekly Status Update: Risks

#	Risk/Issue	Description	Implications	Probability	Status
Accomplishments					
Accomplishments					Date
Upcoming Activities					
Action Items			Date	At Risk	Status

Project Status Reports include:

- Snapshots of project status
- Critical activities
- Developments
- Risks
- Accomplishments

Purpose of Project Status Reports:

- Maintain transparency
- Promote Communication
- Gauge project health


Mark43 RMS Sample Project Plan

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	Mark43 RMS Draft Implementation Plan for Vancouver Police Department	199 days	Wed 10/3/18	Mon 7/8/19		
2	Project Commencement & Technical Scoping	65 days	Wed 10/3/18	Tue 1/1/19		
3	Notice to Proceed	0 days	Wed 10/3/18	Wed 10/3/18		Vancouver
4	Kickoff Meeting	1 day	Tue 10/23/18	Tue 10/23/18	3FS+14 days	Mark43; Vancouver
5	Technical Scoping	53 days	Wed 10/24/18	Mon 1/7/19		
6	Requirements Analysis	21 days	Wed 10/24/18	Wed 11/21/18	4	Mark43; Vancouver
7	Interface Analysis	21 days	Wed 10/24/18	Wed 11/21/18	4	Mark43; Vancouver
8	Data Migration Analysis	21 days	Wed 10/24/18	Wed 11/21/18	4	Mark43; Vancouver
9	Current State Analysis	21 days	Wed 10/24/18	Wed 11/21/18	4	Mark43; Vancouver
10	Future State Analysis	21 days	Wed 10/24/18	Wed 11/21/18	4	Mark43; Vancouver
11	Draft Analyses Documentation	7 days	Thu 11/22/18	Fri 11/30/18	10	Mark43
12	Publish Analysis Documentation	1 day	Mon 12/3/18	Mon 12/3/18	11	Mark43
13	Analyses Documentation Review	7 days	Tue 12/4/18	Wed 12/12/18	12	Vancouver
14	Analyses Documentation Edits	7 days	Thu 12/13/18	Fri 12/21/18	13	Mark43
15	Analyses Secondary Review	7 days	Mon 12/24/18	Tue 1/1/19	14	Vancouver
16	Agency Approval	0 days	Mon 1/7/19	Mon 1/7/19	15	Vancouver
17	Configuration & Development	198 days	Wed 10/3/18	Fri 7/5/19		
18	Data Migration	180 days	Mon 10/29/18	Fri 7/5/19		Mark43; Vancouver
19	Tenant Configuration	65 days	Wed 10/3/18	Tue 1/1/19		Mark43; Vancouver
20	Interface Development	279 days	Wed 10/3/18	Mon 10/28/19		
21	Schedule calls with all interface vendors	8 days	Wed 10/3/18	Fri 10/12/18		
22	Draft ICDs for all interfaces	10 days	Mon 10/15/18	Fri 10/26/18	21	
23	RMS Interface 1	21 days	Mon 10/29/18	Mon 11/26/18	22	Mark43; Vancouver; Vendor
24	RMS Interface 2	30 days	Tue 11/27/18	Mon 1/7/19	23	Mark43; Vancouver; Vendor
25	RMS Interface 3	30 days	Tue 1/8/19	Mon 2/18/19	24	Mark43; Vancouver; Vendor
26	RMS Interface 4	30 days	Tue 2/19/19	Mon 4/1/19	25	Mark43; Vancouver; Vendor
27	RMS Interface 5	30 days	Tue 4/2/19	Mon 5/13/19	26	Mark43; Vancouver; Vendor

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
28	RMS Interface 6	30 days	Tue 5/14/19	Mon 6/24/19	27	Mark43; Vancouver; Vendor
29	RMS Interface 7	30 days	Tue 6/25/19	Mon 8/5/19	28	Mark43; Vancouver; Vendor
30	RMS Interface 8	30 days	Tue 8/6/19	Mon 9/16/19	29	Mark43; Vancouver; Vendor
31	RMS Interface 9	30 days	Tue 9/17/19	Mon 10/28/19	30	Mark43; Vancouver; Vendor
32	Testing	1 day?	Tue 10/29/19	Tue 10/29/19	31	
33	RMS Functional Workflows	30 days	Wed 5/1/19	Tue 6/11/19		Mark43; Vancouver
34	Functional Testing & Acceptance Complete	7 days	Wed 6/12/19	Thu 6/20/19	33	Mark43; Vancouver
35	Training	20 days	Tue 5/28/19	Tue 6/25/19		
36	Agency Trainers	7 days	Tue 5/28/19	Wed 6/5/19		Mark43
37	System Administrators	7 days	Fri 6/7/19	Mon 6/17/19		Mark43; Vancouver
38	Specialty User Groups	7 days	Fri 6/7/19	Mon 6/17/19		Mark43; Vancouver
39	End User	7 days	Fri 6/7/19	Mon 6/17/19		Vancouver
40	Training Complete	0 days	Tue 6/25/19	Tue 6/25/19	39,36,37	Mark43; Vancouver
41	Parallel Operations	51 days	Tue 5/28/19	Tue 8/6/19		
42	Parallel Operations	30 days	Tue 6/25/19	Mon 8/5/19	40	Vancouver
43	Parallel Operations Feedback Submission	1 day	Tue 8/6/19	Tue 8/6/19	42	Vancouver
44	Parallel Operations Feedback Review	4 days	Tue 5/28/19	Fri 5/31/19	43	Mark43
45	Workflow/System Enhancements	14 days	Mon 6/3/19	Thu 6/20/19	43	Mark43
46	Agency Review	3 days	Fri 6/21/19	Tue 6/25/19	45	Vancouver
47	Agency Approval	2 days	Wed 6/26/19	Thu 6/27/19	46	Vancouver
48	Cutover and Commissioning	26 days	Mon 5/27/19	Mon 7/1/19		
49	Cutover Plan	6 days	Mon 5/27/19	Mon 6/3/19		
50	Draft	5 days	Mon 5/27/19	Fri 5/31/19		Mark43; Vancouver
51	Approve	1 day	Mon 6/3/19	Mon 6/3/19	50	Vancouver
52	Support Plan	2 days	Fri 6/28/19	Mon 7/1/19		Mark43; Vancouver
53	Test & Validate	2 days	Fri 6/28/19	Mon 7/1/19	47	Mark43; Vancouver
54	General Orders	21 days	Mon 6/3/19	Mon 7/1/19		Vancouver
55	Draft	7 days	Mon 6/3/19	Tue 6/11/19		Mark43
56	Revise	7 days	Fri 6/21/19	Mon 7/1/19	34	Vancouver

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
57	Review	7 days	Mon 6/3/19	Tue 6/11/19	56	Mark43
58	Publish	1 day	Wed 6/12/19	Wed 6/12/19		Vancouver
59	Go/No Go Meeting	1 day	Mon 6/17/19	Mon 6/17/19		Mark43; Vancouver
60	RMS Cutover	0 days	Fri 6/28/19	Fri 6/28/19	59	
61	Implementation Review & Closure	2 days	Tue 7/9/19	Wed 7/10/19		
62	Implementation Review Meeting	1 day	Tue 7/9/19	Tue 7/9/19	60FS+7 days	Mark43; Vancouver
63	Approval of RMS Implementation	1 day	Tue 7/9/19	Tue 7/9/19	62FF	Vancouver
64	Begin maintenance phase	1 day	Wed 7/10/19	Wed 7/10/19	63	Mark43; Vancouver

Mark43 RMS Support and Customer Success Team Leads

<p>CUSTOMER SUPPORT LEAD</p> <p>GREER DAVIS Director of Operational Support</p> 	<p>Greer Davis is the Director of Operational Support at Mark43. She has over 5 years of experience managing various customer support operations. Ms. Davis oversees the entire client support department responsible for providing technical support services for Mark43 CAD and RMS systems. Her team exceeds support benchmarks every month and continues to resolve tickets expeditiously. Ms. Davis is proficient in her ability to manage internal staff, client needs, technical savvy, perform QA and qualify users for further training.</p>
<p>Role on the proposed project team:</p>	<p>Customer Support Lead</p>
<p>Educational background:</p>	<p>Roosevelt University, Chicago College of Performing Arts Master of Music Chicago, IL</p>
<p>Years of relevant experience</p>	<p>5 years</p>
<p>Professional registrations and memberships:</p>	<p>None.</p>
<p>Description of proposed roles and responsibilities on the City's Project:</p>	<p>Assist in training and provide on-site and remote product support.</p>
<p>Listing of previous projects where the named resource implemented the proposed product:</p>	<p>Managed, wrote test scripts, and conducted training at Bindo Labs.</p>

<p>CUSTOMER SUCCESS LEAD</p> <p>MATTHEW PORTANOVA Director of Customer Success</p> 	<p>Matthew Portanova is the Director of Customer Success and based in our Arlington, VA office.</p> <p>Mr. Portanova has over 17 years of public sector and management experience. He has worked for two startups and has extensive change management and training experience. He oversees the Customer Success team and devises strategies to seamlessly transition clients from implementation to product sustainment. Mr. Portanova previously worked at Booz Allen Hamilton supporting intelligence and counterterrorism activities. He also served five years as a non-commissioned officer in United States Army and was deployed to Iraq and Afghanistan.</p> <p>Previous to his current role at Mark43, Mr. Portanova served as the Customer Success Manager for Washington, D.C.'s Metropolitan Police Department, where he managed requirements gathering, product development, and product deployments.</p>
<p>Role on the proposed project team:</p>	<p>Customer Success Lead</p>
<p>Educational background:</p>	<p>M. Sci, Troy State University</p> <p>Bachelor of Arts, George Washington University History</p>
<p>Years of relevant experience</p>	<p>17 years</p>
<p>Professional registrations and memberships:</p>	<p>Member of The Customer Success Association (CSA)</p>
<p>Description of proposed roles and responsibilities on the City's Project:</p>	<ul style="list-style-type: none"> • Managing Mark43's customer success team assigned to the City • Directing and setting up a tailored framework for continued success and optimal value for the City using Mark43 RMS • Managing and overseeing communication protocols and touchpoints the Customer Success team uses with the City to ensure a formula for success
<p>Listing of previous projects where the named resource implemented the proposed product:</p>	<ul style="list-style-type: none"> • Washington D.C., Metropolitan Police Department

Mark43 RMS Configurable Fields

Mark43 systems are highly configurable empowering each agency to tailor the system to meet their specific needs. In contrast to on-prem solutions which are often based on offering customized single instances of the solution, Mark43's cloud-based software platform provides a data management framework for agencies to personalize as their own, while keeping pace with the latest trends and best practices in the industry.

The Mark43 platform – which includes Mark43 CAD and Mark43 RMS – provides industry-leading configuration tools. With a single, cloud-based platform, Mark43 enables system administrators to manage data in the way that best suits their agency's operations, in real time. Configurable aspects of Mark43 CAD and Mark43 RMS include:

- Data Collection Workflows
- Data Fields
- Command Line & Shortcut Keys
- Street & Location Aliases
- Property & Evidence Room Barcodes
- Screen Display & Dashboards
- Alerts & Notifications
- User Roles & Permissions
- Unit Roles & Permissions
- Agency Roles & Permissions



Mark43 Platform - Configurability

Reports

The Mark43 Public Safety Platform is an extremely configurable system. Almost every drop-down value in the reporting system can be configured by an administrator on the fly. In addition, report approval workflows, default permissions, and case task lists can all be changed in the application. Within the application, each user can set up and configure their own reporting dashboard as well as save advanced searches that can query by hundreds of criteria.

For most ad-hoc queries about data in Mark43 RMS, the advanced search function will be sufficient. It allows for querying by hundreds of criteria and the ability to save searches that were built beforehand. In addition, the results can be exported to excel.

Mark43 also has the capacity to generate dashboards for departments with in-depth drill in data, built directly off of data in our databases. These canned dashboards may be sufficient for many departments. We also offer the ability to either get access to a read-only database connection with access to the data generated in Mark43, or the ability to see ad-hoc data models generated in another analysis tool.

Configurable Field	Card (Section in Mark43 Systems Field is Used)
Additional description	Arrest
Advised rights	Arrest
Advised rights response	Arrest
Advised rights response other	Arrest
Advising officer	Arrest
Arrest location	Arrest
Arrest statistics	Arrest
Arrest type	Arrest
Arresting officer	Arrest
Arresting organization	Arrest
Codefendant	Arrest
Complainant	Arrest
Date/Time Advised	Arrest
Defendant	Arrest
Defendant was armed with	Arrest
Explain arrest statistics (other)	Arrest
Explain defendant was armed with (other)	Arrest
Explain tactics used (other)	Arrest
Guardian address	Arrest
Guardian name	Arrest
Guardian phone number	Arrest
Place advised	Arrest
Relation to subject	Arrest
Summons number(s)	Arrest
Tactics used	Arrest
Youth division number	Arrest
Defendant is juvenile	Arrest, Booking
Arrest date/time	Arrest, Booking, Court Case
Warrant number	Arrest, Change Warrant Number, Create Warrant
Event start date/time	Arrest, Event Information, Supplement Information
Item type	Arrest, Tow Vehicle
External jurisdiction	Arrest, Warrant Details
Warrant description	Arrest, Warrant Details
Amount paid	Booking
Arrest disposition	Booking
Arrest disposition date/time	Booking
Juvenile disposition	Booking
Juvenile disposition date/time	Booking
Lockup #	Booking
Lockup date	Booking
Lockup location	Booking
Receipt #	Booking
Charge Offense	Citation
Citation Number	Citation
Citation Recipient	Citation

Configurable Field	Card (Section in Mark43 Systems Field is Used)
Citation Statistics	Citation
Citation Type	Citation Card
Explain other Citation Statistic	Citation
Explain other Citation Type	Citation
Issued Date / Type	Citation
Bail Amount (\$)	Court Case
Court	Court Case
Court Date / Time	Court Case
Court Room Number	Court Case
Court Type	Court Case
Judge	Court Case
Place Committed / Detained	Court Case
Place Committed / Detained	Court Case
Warrant Case #	Create Warrant Modal
Warrant Type	Create Warrant Modal, Warrant Details
Additional Description	Event Information
Assist Description	Event Information
Display Only Event Detail Paramedics N Items Wrapper	Event Information
EMS / Fire / Other LE Agencies on Scene	Event Information
Explain Weather Other	Event Information
Notification	Event Information
Notification Date	Event Information
Notification Details	Event Information
Officer Assist Type	Event Information
Paramedics	Event Information
Report Taken Location	Event Information
Reporting Party	Event Information
Shooting	Event Information
Street Crime	Event Information
Unit	Event Information
Weather	Event Information
Event End Date / Time	Event Information; Supplement Information
Event Time	Event Information; Supplement Information
Personnel Unit	Event Information; Supplement Information
Primary Agency	Event Information; Supplement Information
Primary Reporter	Event Information; Supplement Information
Report Date / Time	Event Information; Supplement Information
Additional Description	Field Contact
Description	Field Contact
Description	Field Contact
Disposition for Contact / Stop	Field Contact
Explain Disposition for Contact / Stop Other	Field Contact
Explain Reasonable Suspicion / Probable Cause Factors Other	Field Contact
Field Contact Location	Field Contact
Information Obtained From	Field Contact

Configurable Field	Card (Section in Mark43 Systems Field is Used)
Other Field Contact Type	Field Contact
Other Reason for Stopping Suspect	Field Contact
Reason for Contact	Field Contact
Reasonable Suspicion / Probable Cause Factors	Field Contact
Subject	Field Contact
Subject Type	Field Contact
Type of Contact	Field Contact
Violation #	Field Contact
Was a frisk involved	Field Contact
Keys in Vehicle	Impound; Tow Vehicle Impound
NIC # - Cancellation	Impound; Tow Vehicle
NIC # - Original	Impound; Tow Vehicle
OCA # - Cancellation	Impound; Tow Vehicle
OCA # - Original	Impound; Tow Vehicle
Originating Agency – Cancellation	Impound; Tow Vehicle
Vehicle Locked	Impound; Tow Vehicle
Explain Other Supplement Type	Supplement Information
Report Description	Supplement Information
Supplement Type	Supplement Information
Damage on Vehicle	Tow Vehicle Check-in side panel
Insurance	Tow Vehicle Check-in side panel
License	Tow Vehicle Check-in side panel
Lot Location	Tow Vehicle Check-in side panel
Registration	Tow Vehicle Check-in side panel
Storage Location	Tow Vehicle Check-in side panel
Vehicle Held as Evidence?	Tow Vehicle Check-in side panel
Local?	Tow Vehicle Impound
Local?	Tow Vehicle Impound
Time Cancelled NCIC #	Tow Vehicle Impound
Time Entered NCIC #	Tow Vehicle Impound
Reason for Tow	Tow Vehicle Impound; Tow Vehicle
Additional Release Notes	Tow Vehicle Release side panel
Authorized By	Tow Vehicle Release side panel
Other	Tow Vehicle Release side panel
Release By	Tow Vehicle Release side panel
Release Date	Tow Vehicle Release side panel
Release To	Tow Vehicle Release side panel
Release Type	Tow Vehicle Release side panel
Additional Description	Tow Vehicle
Additional Description	Tow Vehicle
Additional Description	Tow Vehicle
Additional Description	Tow Vehicle
Additional Notes	Tow Vehicle
Agency	Tow Vehicle
Account remaining in container	Tow Vehicle
Date of Theft	Tow Vehicle
Explain Other Reason for Tow	Tow Vehicle

Configurable Field	Card (Section in Mark43 Systems Field is Used)
Impounded?	Tow Vehicle
Impounds Checked?	Tow Vehicle
Intake Person	Tow Vehicle
Locate Sent?	Tow Vehicle
Location	Tow Vehicle
Location Reported Stolen	Tow Vehicle
Location Vehicle Was Towed To	Tow Vehicle
Measurements Units	Tow Vehicle
Message Left With	Tow Vehicle
Offense	Tow Vehicle
Originating REN	Tow Vehicle
Other	Tow Vehicle
Other Towing Company	Tow Vehicle
Outside Recovery?	Tow Vehicle
Owner Contact Attempt	Tow Vehicle
Owner Notified?	Tow Vehicle
Property Status	Tow Vehicle
Property Status Date/Time	Tow Vehicle
Quantity	Tow Vehicle
Reason for Police Custody	Tow Vehicle
Recovered Location	Tow Vehicle
Recovering Officer	Tow Vehicle
Recovering Person	Tow Vehicle
Recovery Location	Tow Vehicle
Recovery OCA	Tow Vehicle
Remarks and Conditions of Vehicle	Tow Vehicle
Statement of Facts	Tow Vehicle
Storage Facility	Tow Vehicle
Time Tow Company Called	Tow Vehicle
Time Vehicle Was Towed	Tow Vehicle
Total (\$) Value	Tow Vehicle
Total Forfeiture (\$) Value	Tow Vehicle
Tow Company Called	Tow Vehicle
Tow Vehicle Status	Tow Vehicle
Towed From	Tow Vehicle
Towing Company	Tow Vehicle
Towing Number	Tow Vehicle
Vehicle Search Consent	Tow Vehicle
Vehicle Searched	Tow Vehicle
Was the container open?	Tow Vehicle
Bail Amount (\$)	Warrant Details
Court Case Number	Warrant Details
Issued Date	Warrant Details
Issuing Agency Name	Warrant Details
Issuing Agency ORI	Warrant Details
Issuing Judge	Warrant Details
Obtaining Officer	Warrant Details

Configurable Field	Card <i>(Section in Mark43 Systems Field is Used)</i>
Other	Warrant Details
Received Date	Warrant Details
Subject	Warrant Details
Warrant Status	Warrant Details
Agency	
District	
IR #	
Location_Entity_Link_Subdivision_4_ATTR_ID	
Location_Entity_Link_Subdivision_5_ATTR_ID	
Reporting Area	

Mark43 RMS System Administrator Menu

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Attributes

Any value that appears in a field or dropdown in the Mark43 RMS is an attribute. You can add or edit these values from the Admin Attributes page. This enables a department's IT team to customize certain aspects like adding different types of weather to the Weather Conditions field and more. As a best practice, only IT administrators should have access to this page. The ability to use this page is controlled by a specific role. Once you have been added to this role, you may edit Attributes on this page. Access the Admin Attributes page from the Admin Settings Menu.

The screenshot displays the 'Attributes' management interface. It features a top navigation bar with 'HISTORY (AGGRAVATED ASSAULT CIRCUMSTANCE)', 'VIEW/EDIT', and '+ NEW ATTRIBUTE' buttons. Below the navigation is a table listing various attribute types, including 'Admin Patrol', 'Advised Rights Response', 'Agency Type', 'Agency Type Global', 'Aggravated Assault Circumstance', 'Animal Cruelty Category', 'Arrest Disposition', and 'Arrest Disposition Global'. The 'Aggravated Assault Circumstance' attribute is selected, and its details are shown in a right-hand panel. The details include the attribute name '02 - Assault On Law Enforcement Officer(s)', code '02', active date/time '04/13/2016 13:30', expiration date/time 'mm/dd/yyyy', a dropdown menu for 'NIBRS: AggravatedAssaultHomicideFactors' with '02 - Assault On Law Enforcement Officer S' selected, and checkboxes for 'Is Default Value' and 'Is Other'. 'SAVE' and 'CANCEL' buttons are at the bottom, along with a timestamp 'Last Modified Apr 13, 2016 13:30 by Super User'.

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Case Types

New Case Type

Case Type
Major Crimes

Case Type Abbreviation
MC

Active Date / Time
01/23/2018 00:00

Expiration Date / Time
mm/dd/yyyy hh:mm

Case Duration (in Days)
of Days

Default Case Status
Open

Default Unit Assigned
Default User Assigned

DEFAULT SUPERVISORS

+ SUPERVISOR

DEFAULT USER PERMISSIONS

User / Role	Access Level
Mark43 Creator	Can Manage
Department - cobalt	Can Find
Detective	Can View

+ PERSONNEL

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Managing Multi-Agency Set-up

Agencies

+ NEW AGENCY

Agencies	FBI
Department of Forensic Sciences	Agency Name FBI
Department of Veterans Affairs	Agency Code 58
FBI	Agency Type x
FBI Field Office	Agency ORI
Federal Protective Service	
Federal Reserve System Police	
Fresno	
Fresno County Sheriff	
George Washington University Police	
Georgetown University Police	
Hawthorne	
Howard University Police	
INS Police	
IRS Police	

SAVE CANCEL Last Modified Oct 13, 2016 09:30 by Super User


Department Profile Admin

DEPARTMENT PROFILE INFO

EDIT

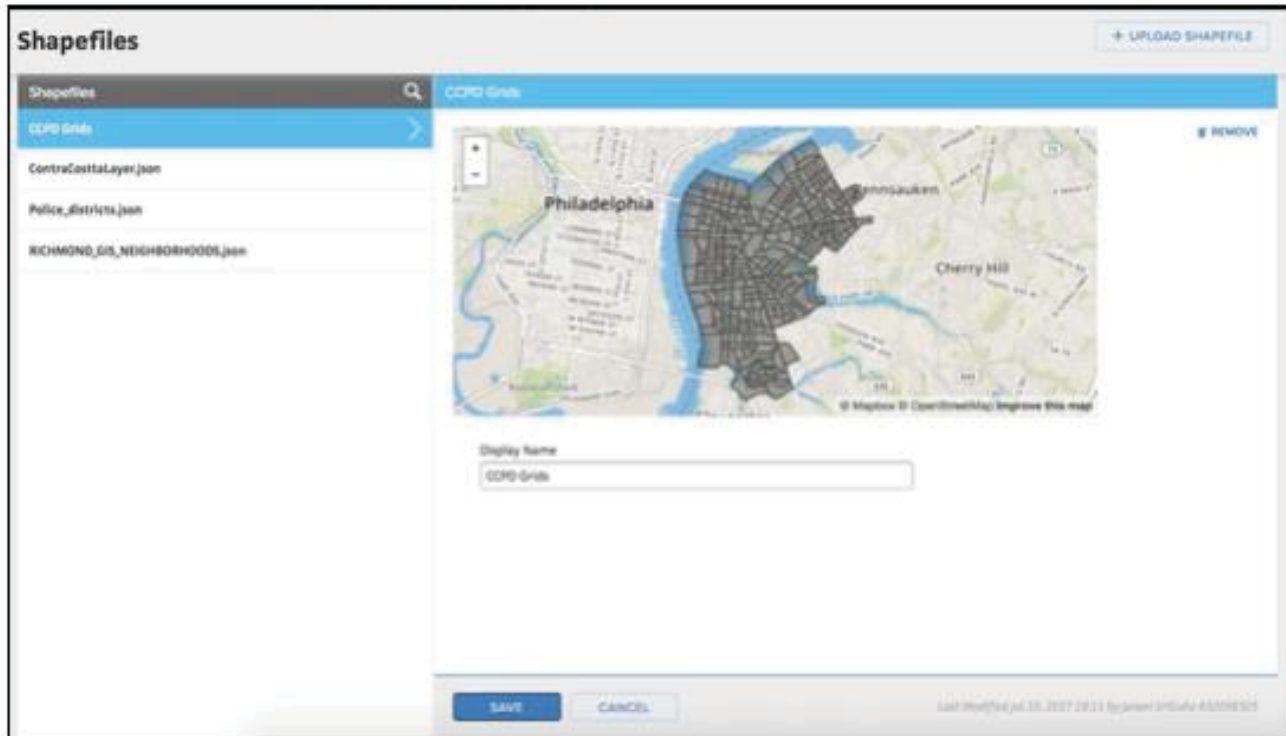
Display Name:	Mark43
Time Zone:	America/New_York
UCR/NIBRS Regional Group:	CA_UCR

Country Code:	US
Center Latitude:	38.900577
Center Longitude:	-77.036304
Radius (Meters):	20000
SW Latitude:	38.845783
SW Longitude:	-77.107372
NE Latitude:	38.959334
NE Longitude:	-76.908932

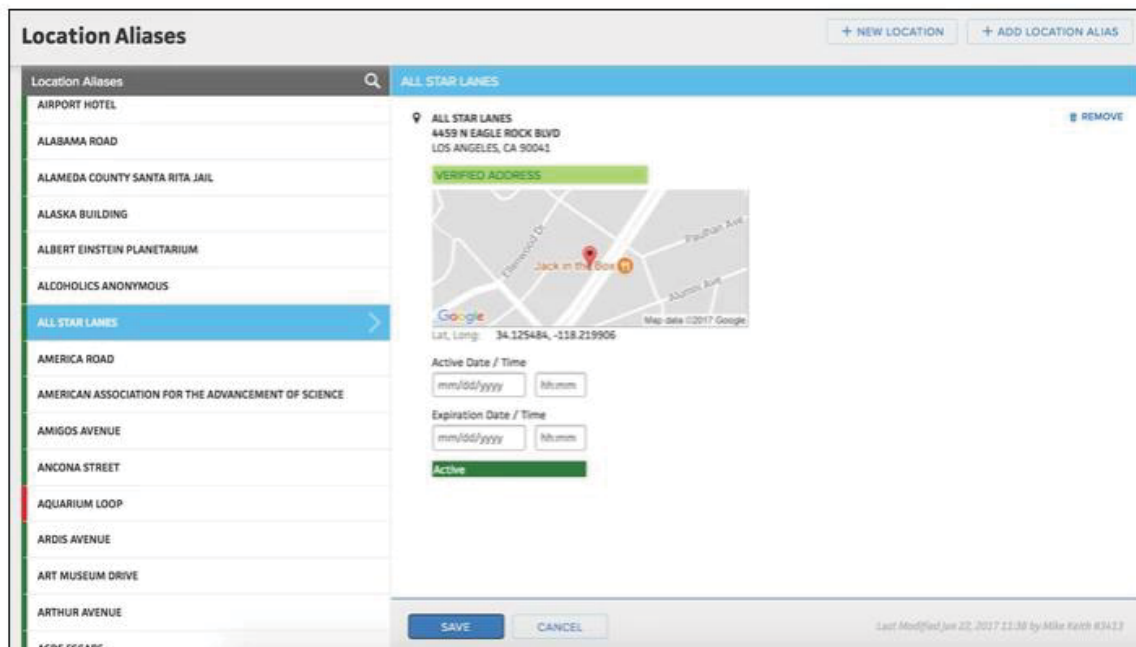


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Locations



Managing Locations



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Offense Codes

Offense Codes

[+ NEW OFFENSE CODE](#)

Offense Codes	Assault
13A	Offense Display Name Assault
13A	Offense Code / Statute <input type="text"/>
ASSLT ON DYFS 2C:12-1B(5)(E)	Statute Code Set <input type="text"/>
13A	Description <input type="text"/>
ASSULT BY AUTO/VESSEL 2C:12-1C(1)	Active Date / Time 10/11/2016 00:00
13A	Expiration Date / Time mm/dd/yyyy h:mm
Assault	Active Active
13A	Arrest Type Custodial Warrantless
BODILY INJURY W/ELUDING 2C:12-1B(7)	Fine Amount <input type="text"/>
13A	NIBRS Code 13A - Aggravated Assault
CAUSE/ATTEMPT BODILY INJURY 2C:12-1B(5)	<input type="button" value="SAVE"/> <input type="button" value="CANCEL"/>
13A	<small>Last Modified Oct 13, 2016 09:37 by Super User</small>
FRAUD IN INSOLVENCY 2C:21-13A	
26A	
FRAUD SCHEME W/CARDS/DICE /5:12-113A 5:12-113A	
90Z	
SERIOUS INJURY W/ELUDING 2C:12-1B(6)	
13A	

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Report Types

The screenshot displays the 'Report Types' configuration interface. On the left, a list of report types is shown, including 'Custodial Property Summary', 'Custom Seattle Report', 'Domestic Violence', 'Field Contact', 'Impound', 'Investigative Log', 'Missing Persons', 'New Corps Report', 'Offense/Incident', and 'Pursuit Incident'. A tooltip is overlaid on this list, showing a speech bubble icon and a crossed-out icon. On the right, configuration options are provided for the selected report type. These include three checkboxes: 'Is Active', 'Allow Multiple Under RDN', and 'Has Report Case Status'. Below these are input fields for 'Name' and 'Abbreviation', and a dropdown menu for 'Report History Visible' set to 'After First Submission'. A 'DEFAULT PERMISSIONS' section contains two rows of user and access level settings. The first row is for 'Department - default' with 'Can Edit' access. The second row is for 'Mark43 Creator' with 'Can Manage' access. At the bottom, there are 'SAVE' and 'CANCEL' buttons.

Report Type	Configuration
Custodial Property Summary	
Custom Seattle Report	
Domestic Violence	
Field Contact	
Impound	
Investigative Log	
Missing Persons	
New Corps Report	
Offense/Incident	
Pursuit Incident	

Configuration Options:

- Is Active
- Allow Multiple Under RDN
- Has Report Case Status

Name: _____

Abbreviation: _____

Report History Visible: After First Submission

DEFAULT PERMISSIONS:

User / Role	Access Level
Department - default	Can Edit
Mark43 Creator	Can Manage

Buttons: SAVE, CANCEL

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Streets


Street Segments

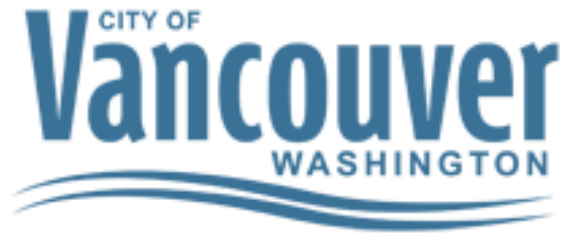
+ NEW STREET SEGMENT

Segments	New Street Segment
15TH ST NJ, US	Street <input type="text"/>
15TH ST NJ, US	Street Segment Parity <input type="text"/> Street Segment Side <input type="text"/>
15TH ST NJ, US	Start Cross Street <input type="text"/>
15TH ST NJ, US	End Cross Street <input type="text"/>
15TH ST NJ, US	Start Range <input type="text"/> End Range <input type="text"/>
15TH ST NJ, US	Start Latitude <input type="text"/> Start Longitude <input type="text"/>
15TH ST NJ, US	<input type="button" value="SAVE"/> <input type="button" value="CANCEL"/>

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Users, Roles, and Abilities

USER ACCOUNT	EDIT	ASSIGNED ROLES	EDIT
Email / Username: test+officeriacp@mark43.com		Role	Can Manage
Account Status: Active		Department - cobalt	<input type="checkbox"/>
PROFILE INFO		Patrol	<input type="checkbox"/>
			
Name: Patrol Officer			
Badge #: 1016			
Agency: MPD			
Default Arresting Agency: Downey			
Sex: Unknown			
IDENTIFIERS			
DUTY STATUS			
Duty Status: Full			
Effective Date: Oct 15, 2016			
ASSIGNMENT			



REQUEST FOR PROPOSALS (RFP 17-18)

For a

Police Records Management and Report Writing System

Due date: July 30, 2018

Contact: Mike Wolfson

Mike.Wolfson@cityofvancouver.us

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Non-page numbered appendix items

I. GENERAL INFORMATION

The City of Vancouver is seeking proposals from qualified companies to provide an integrated law enforcement records management and report writing system. Request for Proposal packets may be examined at Vancouver City Hall, Document Viewing Table, 1st Floor Lobby, 415 W. 6th Street, Vancouver, Washington, or online at: <https://vancouver.procureware.com>.

It is the sole responsibility of the proposer to learn of Addenda, if any. Such information may be obtained at the above link. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to proposers who fail to check for addendums and submit inadequate or incorrect responses.

The City of Vancouver is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged and Women's Business Enterprises in contracting activities.

Timeline

Event	Date
RFP Issued:	June 18 th , 2018
Questions Due:	July 6 th , 2018
Questions Answered:	July 13 th , 2018
Proposal Due Date:	July 30 th , 2018
Short-listed Vendors Contacted:	August 24 th , 2018
Vendor Demonstrations:	September 24 th -28 th , 2018
Vendor Site Visits:	September 4 th -28 th , 2018
Vendor Selection:	September 30 th , 2018

Questions or Requests for Clarification

Questions regarding the RFP must be sent to Mike Wolfson, Procurement Specialist, at Mike.Wolfson@cityofvancouver.us and be received by 3:00 p.m. Pacific time, **July 6th, 2018**. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be released no later than 5:00 p.m. Pacific time, **July 13th, 2018**.

Submission of Proposals

Proposals may be submitted in person, via US Mail, or parcel delivery. Proposals should be concise and only include information requested.

- Proposers to provide: **1** signed, original copy of Proposal, **5** paper copies of Proposal and **1** electronic copy of Proposal on a **CD or USB thumb drive** (MS Word, MS Excel compatible and .PDF formatted files)
- Page size: **8.5" x 11"** using the forms herein
- Minimum font size: **12** point
- Save entire proposal as a single .PDF in the order listed on p. 13 herein utilizing the same formatting and numbering scheme provided herein.

Sealed proposals must be received by the City no later than 3:00 PM (Pacific Time), **July 30th, 2018**. Submissions received after the specified time will not be accepted. The City of Vancouver is not responsible for delays in delivery. Official delivery time shall be documented by City affixed time stamp. No proposer may withdraw their proposal after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding ninety days (90) days. Proposals must be in a sealed envelope, and clearly marked "RFP #17-18." Proposals submitted by FAX or EMAIL will NOT be accepted.

Mailed Proposals

All responses to this request that are mailed through the United States Postal Service must be addressed to (the United States Postal Service (USPS) will NOT deliver to the street address):

*Procurement Services Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668*

In-person Deliveries of Proposals

In-person deliveries of proposals should be addressed and delivered to:

*Procurement Services Manager
City of Vancouver
Customer Service Desk
1st floor lobby
415 W. 6th Street
Vancouver, WA 98660*

Please be advised that USPS deliveries requiring a signature may not be delivered in a timely manner as our receiving point is not staffed at all times and may not be available to sign at the time of delivery.

The City reserves the right to cancel this Request for Proposals or reject any and all proposals submitted or to waive any minor deviations from the Request for Proposal if the best interest of the City would be served. Proposers may not withdraw proposals after the hour set for opening, unless award of contract is delayed for more than **ninety (90) days**.

II. PROJECT OVERVIEW

The Vancouver Police Department is soliciting proposals for the replacement of its records management and report writing system. The Department is seeking an off-the-shelf integrated solution that will meet its requirements with minimal customization. It should be capable of being fully operational for all users with minimal impact to City resources within the time frame mutually agreed to by the selected proposer and the City. The system will be expected to be installed and operational during the second quarter of 2019. The selected proposer will be contractually required to meet the agreed upon deadline. Proposers are encouraged to submit proposals for systems that best meet the needs of the Department, whether it is a cloud-based or on-premise solution.

General Overview of Desired System Functionality

The desired solution will be a system designed specifically for law enforcement operations which allows users to enter and search for various types of reports, data and attachments from both mobile and desktop computers in a seamless and user-friendly manner. Users should be able to save and close a report that is not yet finished and seamlessly continue writing that report at a later time and at another location without having to take additional interim steps including uploading or searching. During the time that a report is considered a draft and not yet complete and approved, reports should be viewable and searchable by other users, such that the data within unfinished reports can be queried. The system should automatically pre-populate data into reports including time, date, location, names, vehicles and case numbers, as described herein. If the pre-populated data is already in the system, any changes to the data made by the user should update the respective master record while retaining the record's historical data as well.

Additionally, the system shall be easily searchable in a way that enables users to enter search criteria in any manner, including searching individual data fields or combinations thereof, or using partial or full information in one global search field that will return any and all records that encompasses the data entered. The system should enable users to build and save custom search queries for re-use at any time.

The desired system will be highly user-friendly, requiring minimal fields to be completed, minimal steps to review and approve reports, minimal redundant data entry, and minimal steps to comply with and submit crime data to the Washington Incident-based Reporting System. It should enable easy analysis of crime trends and criminal investigative and intelligence information, and employee performance metrics.

The ideal system will also include a robust property and evidence management function with the ability to document the collection, processing, management, and disposal of large quantities of property in a highly automated and efficient fashion.

For all requirements herein, by submitting a response and participating in the RFP process, you are indicating the requested functionality is available today as your current system exists. Do not indicate in your written response, or in any system demonstration conducted as part of the RFP process, information regarding functionality that may be available in the future.

The Vancouver Police Department requires a system that is fully compliant with current FBI Criminal Justice Information Services (CJIS) Security Policy which includes functionality for:

- Police incident, arrest and supplemental reporting which conforms to Washington State’s Incident Based Reporting System
- Police field interviews/contacts
- Police property and evidence management
- Police case management
- Crime analysis
- Protection orders
- Warrants
- Integrated criminal and vehicle information systems queries

The term “RMS” is generically used herein to represent both the records management and reporting writing components of the new system.

Vancouver Police Workload Measures, Current Environment, and Interfaces

Item	Description
Number of users:	218 sworn personnel and approximately 75 administrative support users
Current RMS:	Versadex by Versaterm
Current report writing application:	Versadex Mobile Report Entry Version 8.0.11
Current CAD:	Hexagon CAD Version 9.3 MR6
Number of incident reports:	54,146
Number of criminal description records:	17,565
Number of attachments:	333,000
Number of supplemental reports:	29,730
Number of field interviews:	7,806
Number of citations:	18,736
Number of name records:	158,892
Number of vehicle records:	44,507
Number of property records:	55,193

Existing Technology Systems Requiring Interfaces

Interfaces will be developed and implemented by the selected bidder. Below are the systems requiring interfaces. The information that is available to assist with these interfaces is either listed below or included herein as an appendix. If further information is needed, please submit a request to the contact listed for this RFP.

Function	System	Notes
GIS	ESRI	The City's GIS infrastructure is provided by Clark County. The GIS data delivered to the current RMS includes layers, address data, and place names. The dataset is created with custom scripts that extract the data, and write it to GIS shape files.
Criminal Histories, NCIC, Driver's License Queries	Washington Criminal Information Center (WACIC)	Washington agencies access WACIC via a Washington State Patrol system known as "A Central Computerized Enforcement Service System" (ACCESS). http://www.wsp.wa.gov/secured/access/docs/xml_resources/XML_Resource_Center/intro.htm Also see: https://www.wsp.wa.gov/secured/access/ Washington State Patrol is currently changing from a text-based messaging system for system entries and returns to an XML based system. The exact time this change will be completed is not known at this time and as such, the selected vendor is expected to provide an interface under the current technical environment as of the date work is completed. Related system specifications for the new RMS are described in Appendix K.
Collision Reporting and Traffic Citations	Statewide Electronic Collision & Ticket Online Records (SECTOR)	Traffic accidents and citations are written into SECTOR, a Washington State Patrol application. The selected vendor will be expected to provide an interface between the RMS and Electronic Traffic Information Processing (eTRIP), the application that enables the transport of data entered into SECTOR. See Appendix J. for details regarding this interface. Related system specifications for the new RMS are listed in Appendix K.
NIBRS Reporting	Washington Association of Sheriffs & Police Chiefs Repository (WASPC)	Washington's crime reporting program, the Washington Incident-based Reporting System (WIBRS) maintains user and technical specifications, tables, and coding information here: http://www.waspc.org/cjis-training--manuals---reference The selected vendor is expected to ensure their system produces NIBRS data conforming to WIBRS standards. WIBRS data is sent electronically via WASPC. System specifications related to NIBRS functionality are listed in Appendix K.

CAD	Hexagon CAD	Calls for service and dispatching operations for Vancouver Police are provided by the Clark Regional Emergency Services Agency (CRESA). The CAD system, maintained by CRESA, is a Hexagon product. The vendor has an interfacing tool and has stated it will be available upon request. Related system specifications for the new RMS are listed in Appendix K.
City and County Attorney's Case Tracking System	Tiburon	The current RMS interfaces with a Tiburon case management system in place at the City and County prosecutors' offices, which is no longer supported. Related system specifications for the new RMS are listed in Appendix K. The Vancouver City Attorney's Office is evaluating the need for an updated system. The exact time this change will be completed is not known at this time and as such, the selected vendor is expected to provide an interface under the current technical environment as of the date work is completed.
Crime Analysis	<ul style="list-style-type: none"> • LexisNexis Accurint • LlnX Northwest 	<p>The Vancouver Police Department utilizes Accurint, a crime analysis software application, to conduct certain crime analysis functions. See Appendix H. for information regarding this system.</p> <p>The Law Enforcement Information Exchange Northwest is a system maintained by Northrop Grumman, and is used by numerous agencies to share criminal justice records. Participating agencies' records are searchable via this system. Contact PublicSafety@ngc.com to obtain interfacing requirements to the LlnX Northwest system. Related system specifications for the new RMS are listed in Appendix K.</p>
Clark County Sheriff's Office	EIS RMS/JMS	The Vancouver Police Department utilizes the Clark County Jail for the processing and housing of persons arrested by their officers. Persons arrested are booked in via a web-based pre-book form that officers complete. The data in this form populates Clark County's Jail Management System and contains information about the person arrested and their criminal charges. The pre-book form, JMS and RMS at Clark County are EIS systems utilized by Vancouver Police for the arrest/booking process. An interface to this system is desired which would limit redundant data entry of arrested persons and also ensure that booking photos are imported into the RMS. Related system specifications for the new RMS are listed in Appendix K. Also see Appendix I. for details.

Agency Background

The City of Vancouver encompasses 51.84 square miles, has an estimated 2018 population of 185,000 and is projected to exceed 200,000 within the next 10 years. The City is located on the I-5 corridor and extends along the shore of the Columbia River, 100 miles upstream from the Pacific Ocean. It lies directly across the river from Portland, Oregon, and is the southern gateway to the State of Washington.

The City is responsible for vital municipal infrastructure and urban services. It builds and repairs roads, maintains water and sewer service, provides fire and police protection as well as parks and recreation programs, administers land use policy and takes an active role in Vancouver's commercial and industrial development.



Vancouver has a council/manager form of government with a city council comprised of the mayor and six councilmembers who set policy and direction. The city manager oversees the day-to-day operations of the City.

Police services in the City of Vancouver are provided by the Vancouver Police Department (VPD). VPD is a professional, progressive and innovative law enforcement agency. The department practices community-oriented policing, and its mission is to partner with the community to preserve life, protect property and enhance livability through equitable law enforcement and effective use of resources.

Vancouver Police Officers predominantly work out of two precincts. The precinct boundaries were fashioned based on call volume, geography and population. West Precinct is located at 2800 NE Stapleton Road, and is home to patrol officers, the Property Crimes Unit, Major Crimes Unit, Traffic Unit, Special Operations,



Tactical Services, the Digital Evidence and Cybercrime Unit, Safe Streets Task Force, Special Investigations Unit, Training, and the Records Division. East Precinct is located at 520 SE 155th Avenue, and supports patrol operations on the east side of the city.

Each precinct has two geographical areas called districts (1-4), and each district is divided into four or five beats (11-44). Beats are configured based on population and call volume, but also align with the boundaries of neighborhood associations. Patrol officers work within these districts and beats, and each precinct also staffs Neighborhood Police Officers, Police Service Technicians and a Neighborhood Response Team, to support patrol operations.

In addition to the precincts, VPD personnel work out of several other locations. These include a Headquarters building, evidence facility, Children’s Justice Center, Elder Justice Center, and the Domestic Violence Center.

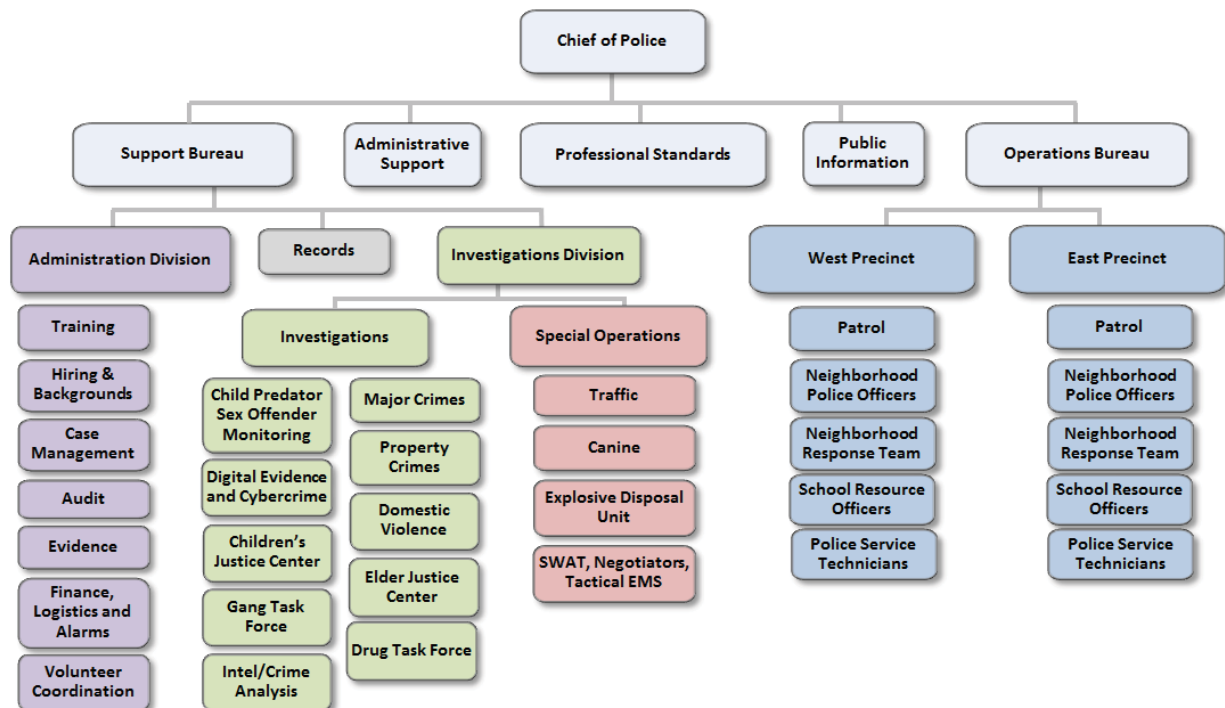
VPD is currently authorized for 218 sworn staff and 54.5 civilian staff. Sworn staff include the chief, assistant chiefs, commanders, lieutenants, sergeants, and officers. The chief of police plans, directs, manages and oversees all the activities and operations of the police department. The assistant chiefs plan, manage, and coordinate the activities and operations of either the Operations or Support Bureau. Commanders and lieutenants function as members of the leadership team, assisting in the creation and execution of management decisions and serving as liaisons with personnel. Sergeants are mid-level supervisors responsible for the daily assignment, supervision, training and mentoring of personnel. Corporals perform field-based supervisory duties when assigned, in addition to the duties of an officer. Finally, officers are generally assigned to patrol a designated geographic area of the City, although officers may also work in specialty investigative units.

In addition to commissioned personnel, VPD also has civilian staff members providing a range of vital duties to support department operations through administrative support, finance and logistics, community service, crime analysis, computer crimes, records, and evidence management.

Position Title	Number of Personnel
Chief	1
Assistant Chief	2
Commander	4
Lieutenant	8
Sergeant	30
Corporal	17
Officer	146
Crime Analyst	3
Evidence Technician	4
Other Civilian	16.5
Police Service Technician	10
Police Records Personnel	23

- Police Records Specialists perform a variety of specialized clerical tasks in the processing and maintenance of police records. They process police reports, warrants, citations, and other enforcement related documents, and respond to requests for information and records from officers, city departments, outside agencies, and the public. They also provide administrative and clerical support for police operations. In addition to serving as a front-line contact for routine phone calls and walk-in customers, records specialists track officer court scheduling and overtime, order and re-stock office supplies, handle mail and deliveries, and provide general office support for various department functions.
- Police Service Technicians, or PSTs, provide uniformed support for police operations in both precinct and field settings. PSTs take crime reports and assist with other non-emergency functions to free officers for emergency response, proactive policing strategies, and investigations, enhancing operational efficiency and service to the community.
- Crime Analysts provide statistical and analytical research to assist law enforcement with identifying and addressing criminal activity patterns to promote community safety and effective use of resources.

- Evidence Technicians are responsible for maintaining the integrity of evidence and property. They manage the inventory of items seized as evidence during investigations, and other found property or articles taken for safekeeping. The evidence facility currently holds over 55,000 items of evidence.
- Support Specialists provide administrative and clerical support for police operations.



The City of Vancouver is located in Clark County, and works closely with several partners in the local criminal justice system to successfully prosecute defendants. Court is conducted at the Clark County Courthouse. The Vancouver City Attorney's Office prosecutes misdemeanors, while the Clark County Prosecuting Attorney's Office prosecutes felonies and juveniles. The City and County jointly staff and operate a Domestic Violence Prosecution Center which prosecutes domestic violence crimes, and there is a Children's Justice Center, Elder Justice Center and Drug Task Force. All of these partner agencies depend on quick and reliable access to police reports and associated data generated and collected by VPD officers.

Current RMS

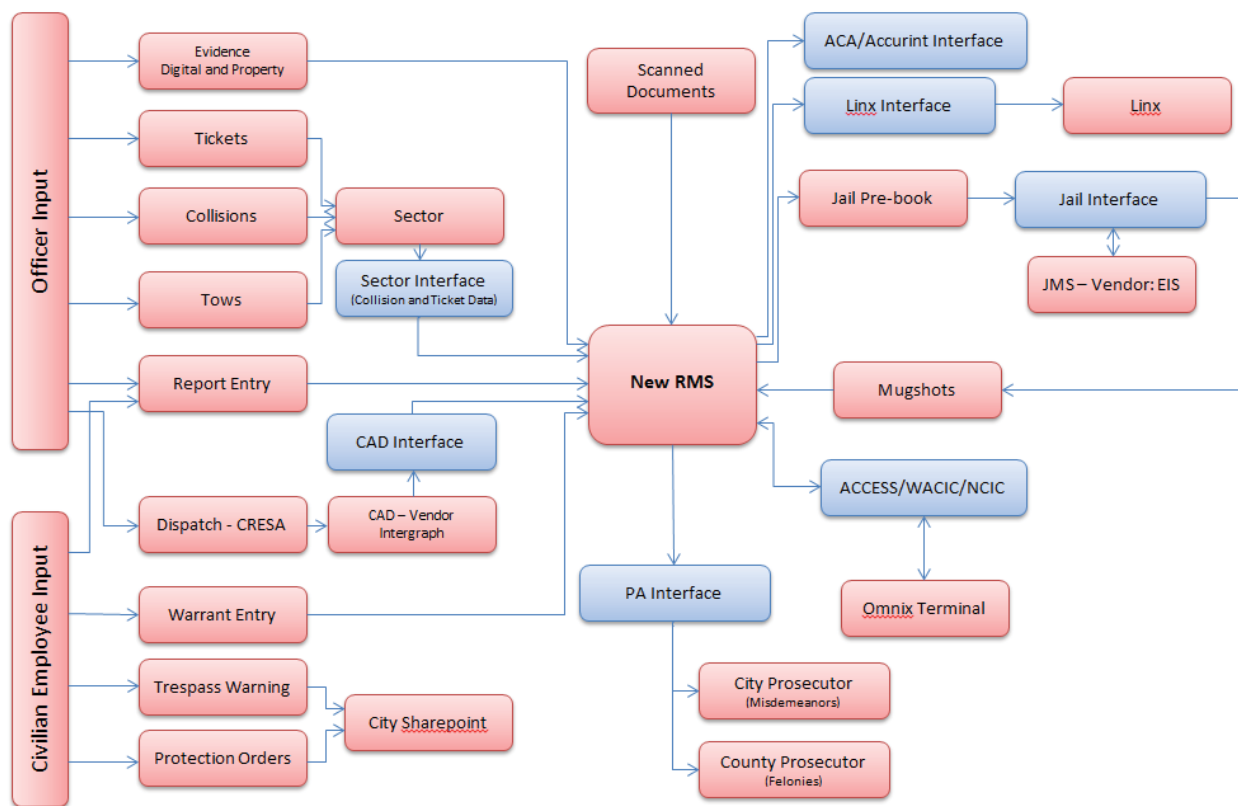
In May 2009, the Portland Police Bureau, in collaboration with 18 police agencies in Washington and Oregon, entered into an inter-agency agreement to implement a jointly shared law enforcement records management system to enable the sharing of criminal records and intelligence information throughout the region. The consortium ultimately grew to 44 participating agencies.

The Portland project, known as the Regional Justice Information Network (RegJIN), involved the establishment of a project governance committee comprised of representatives from each participating agency. After a competitive purchasing process, a system was selected in 2013. The system went live in April of 2015.

After a short time, several factors contributed to RegJIN agencies opting out of the agreement and initiating efforts to purchase their own records management systems. As more members have left, the long-term viability of the project has been compromised. Accordingly, VPD is seeking to purchase a new RMS for the agency.

The City maintains a full-time IT Department which will make staff available to assist with this project. The police department also has a project team in place. These individuals will be available as resources to assist with subject matter expertise, coordination of resources, and facilities access.

Vancouver Police Department Proposed Records Management System Diagram



Vendor Qualifications

Companies bidding on this project shall specialize in law enforcement records management software systems and be able to provide references from similar sized agencies to that of the Vancouver Police Department that have purchased and implemented the vendor's proposed system within the last five years.

III. FORMAT OF PROPOSALS

These instructions were prepared to aid in proposal development. They also provide for a structured format so reviewers can systematically evaluate all proposals. Each copy of the proposal package must include all sections in the order indicated below.

Bidders shall submit proposals according to the requirements, order and proposal specifications described in this section. Do not include additional marketing or other material.

Once all forms have been completed, combine all forms into a single .PDF file.

SECTION	TITLE	CONTENT and INSTRUCTIONS
Section I.	General Information Form (Appendix A.)	Complete Appendix "A" herein. It should be the cover sheet of the proposal. This form must be signed by a person authorized to represent your company and this project and to enter into contract negotiations on its behalf, who is at least 18 years of age.
Section II.	Company Information Form (Appendix B.)	Complete Appendix "B" herein.
Section III.	Scope of Work (Appendix C.)	See Appendix "C" herein for instructions.
Section IV.	References (Appendix D.)	Complete Appendix "D" herein.
Section V.	RFP Exceptions (Appendix E.)	Complete Appendix "E" herein. If you have no exceptions, enter "N/A" in the form.
Section VI.	Price (Appendix F.)	Complete Appendix "F" herein.
Section VII.	System Specifications (Appendix K.)	Complete Appendix "K" herein.

IV. EVALUATION PROCESS

The City expects the vendor to perform the related professional services (e.g. best practices guidance, training, project management, implementation, integration) related to the implementation of the RMS in a timely and professional manner with experience gained from successfully implementing the proposed solution at comparable U.S. municipalities with similar requirements.

The ideal vendor(s) shall have experience in successfully implementing police records management systems for similar sized and purposed agencies. The selected vendor shall be responsible for the final City approved design, installation, and implementation of the system including development of user acceptance testing, training, system integration and connectivity to existing resources.

This RFP process seeks to provide the best overall solution for the City. Total cost of ownership will not be the only factor in making the determination. Other factors that may contribute to the selection process include but are not limited to:

- Completeness and clarity of the proposal in response to this RFP
- Flexibility to meet the City's terms and conditions for this project
- Project approach and understanding of the City's objectives and requirements
- Vendor's implementation methodology and success
- Vendor's installed base and experience with similar customers to the City
- Feedback from customer references
- Vendor and solution viability, vision and ability to meet the City's requirements in the future
- Ability to meet the City's requirements (software functionality, usability, performance, flexibility, integration, and technology)
- Total Cost of Ownership, and quality of ongoing maintenance and support

The City will determine the most qualified proposer based on the Evaluation Criteria listed herein using predetermined weights and the responsiveness of the proposal.

The City reserves the right to develop a short list of proposers based on the evaluation of proposers utilizing the evaluation criteria listed herein. The City also reserves the right to request additional information, conduct conference calls to go over the response, or take any other action it deems necessary to do a thorough and objective evaluation of each response including conducting background/due diligence research on bidding companies.

Evaluation Criteria and Scoring

Each bidder in response to this RFP will be evaluated and scored as follows:

Phase I	Written proposal	40 Points maximum based on the below listed criteria:
	Section III: Scope of Work	15 points maximum
	Section IV: System Specifications	15 points maximum
	Section VII: Pricing	10 points maximum
Phase II	Vendor Demonstration:	25 points maximum
	Hands-on Review:	25 points maximum
	Site Visits:	5 points maximum
	Reference Feedback:	5 points maximum
	TOTAL:	100 points

A short list of proposers will be developed upon completion of Phase I and will be invited to participate in Phase II. Phase II will include the following:

Vendor Demonstration

An onsite system demonstration (at the City of Vancouver) will be scheduled in which proposers will be provided an opportunity to demonstrate their product, followed by three scripted scenarios. Each scenario will require the proposing vendor to demonstrate the system’s capability to fulfill the requirements described in the scenario. A pre-designated group of City users representing a cross-section of City police and IT personnel will complete a standardized survey to score the scenarios for a maximum of 25 points.

Hands-on Review

During the hands-on system review (at the City of Vancouver), proposers will be required to provide access to the current version of the RMS and all features of the system that the proposer indicated it is capable of in Phase I. A group of City users representing a cross-section of police and IT personnel will be provided the opportunity to utilize the RMS as they see fit. Each user will be provided with a standardized survey to score the system for a maximum of 25 points.

Site Visits

Each proposing vendor will provide the names of three police agencies utilizing their system. A pre-designated group of City personnel will visit the agencies to see the system and obtain feedback. Each user will complete a standardized survey to score the results of the site visit for a maximum of 5 points.

Reference Feedback

Each reference submitted in the proposals will be provided a standardized system survey. Each survey will be scored with a possible maximum of 5 points. **These references shall be different agencies than those utilized for site visits.**

Award of Contract

The City will attempt to reach a final agreement with the highest scoring responding proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement containing satisfactory terms cannot be reached. Sole discretion for rejecting the proposal shall rest with the City.

The City may then attempt to reach a final agreement with the next highest scoring proposer and may continue on, in the same manner, with remaining proposers until an agreement is reached.

Award of the contract shall be made with reasonable promptness by giving verbal and written notice to the proposer whose proposal best conforms to the request, receives the highest score through the evaluation process, and which will be the most advantageous to the City. It is the intent of the City to award a contract on a fair and competitive basis.

Upon successful completion of contract negotiations, a recommendation will be forwarded to the City Council for approval. Until approved by the City Council and contract execution, no selection is final.

The selected vendor shall enter into a professional services agreement with the City (see Appendix “G”). These attached terms and conditions are meant to be non-negotiable, but may be modified at the City’s sole discretion. **Any concerns with, or requested modification to, the terms and conditions must be addressed within the submitted proposal via the RFP exceptions form, Appendix E. herein. Requests to modify the terms and conditions after the proposal’s closing date and time will not be considered.**

V. GENERAL TERMS AND CONDITIONS

Following is a summary of anticipated terms of the Professional Service Agreement. The following information is provided for convenience only. In the event of a conflict between the information set forth below and the terms and conditions of the Professional Service Agreement, the Professional Service Agreement shall control.

Termination

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

Insurance

The selected bidder will need a current Certificate of Insurance on the standard “ACORD” or, comparable form with a minimum of the following:

General Liability:

- \$1,000,000 General Liability
- \$1,000,000 Combined Single Limit Auto Liability
- \$5,000,000 Umbrella Liability
- \$5,000,000 Cyber Liability
- \$1,000,000 Professional Liability

Workers’ Compensation:

- Selected bidder shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of its employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than:
 - \$1,000,000 for each accident;
 - \$500,000 for each disease for each employee;
 - \$1,000,000 for each disease policy limit.

Other Requirements:

- The Contractor shall be in current compliance with all employment security laws of the state in which services are provided.
- Selected bidder shall be in current compliance with the State of Washington Industrial Insurance (Workers' Compensation) Program
- Washington Stop Gap Coverage: Selected bidders located in North Dakota, Ohio, West Virginia, Washington and Wyoming must have Washington Stop Gap coverage listed on the Certificate of Liability Insurance. The limits and aggregates noted above must apply to the Stop Gap coverage as well. This **must** be indicated on the certificate.
- Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.
- City Listed as Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the CGL policy and shown on the certificate as an additional insured with an additional insured endorsement.
- City shall be listed as the Certificate Holder.

Selected bidder shall obtain, and keep in force, said insurance during the entire term of the contract.

Liability and Hold Harmless

Selected bidder shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-contractors in the performance of the work hereunder. Selected bidder shall indemnify, defend, save and hold harmless the City of Vancouver, its officers, agents, employees and assigns from any claims, damages, losses, liability or expenses (including attorney's fees) which arise from the performance of this Contract, except those claims, damages, losses, liability, or expenses which arise from the sole negligent acts or omissions of the City, its officers, agents, employees or assigns.

City Business and Occupation License

Selected bidder will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

Reimbursement

The City will not reimburse proposers for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services. The City reserves the right to request any bidder to clarify their proposal or to supply any additional material deemed necessary to assist in the evaluation of the bidder.

Public Records and Proprietary Material

Proposers should be aware that any records they submit to the City or that are used by the City, even if the proposers possess the records, may be public records under the Washington Public Records Act (RCW 42.56). The City must promptly disclose public records upon request unless a statute exempts them from disclosure.

Proposers should also be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed. Exemptions, including those for trade secrets and "valuable formula," are narrow and specific.

Proposers should clearly mark any record they believe is exempt from disclosure.

Upon receipt of a request for public disclosure, the City will notify the RFP proposer of any public disclosure request calling for production of records marked "Confidential-Exempt from Disclosure" within proposer's proposal. If the proposer believes its records are exempt from disclosure, it is the proposer's sole responsibility to pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. It is the proposer's discretionary decision whether to file such a lawsuit. However, if the proposer does not timely obtain and serve an injunction, the City will disclose the records, in accordance with applicable law.

GENERAL INFORMATION FORM

The **GENERAL INFORMATION FORM**, on the next page, is designed to serve as the cover sheet. Do not attach cover letters, title pages, or blank sheets ahead of this form, nor substitute letterhead paper for it. If additional space is needed, plain paper may be attached behind this form. This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. This individual must be at least 18 years of age. **Failure to submit this form may result in your proposal being deemed non-responsive and rejected.**

Appendix A.

GENERAL INFORMATION FORM

RFP #17-18 Police Records Management and Report Writing System

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. To be considered for this project, the submittals must be completed in accordance with this RFP and this cover sheet must be attached.

Failure to submit this form may result in your proposal being deemed non-responsive.

Authorized Official (Signature)

Date

Print Name of Authorized Official

Title of Authorized Official

Company Name

Contact Person

Address

City, State, Zip

Phone Number

Fax Number

E-Mail Address

Federal Tax ID #

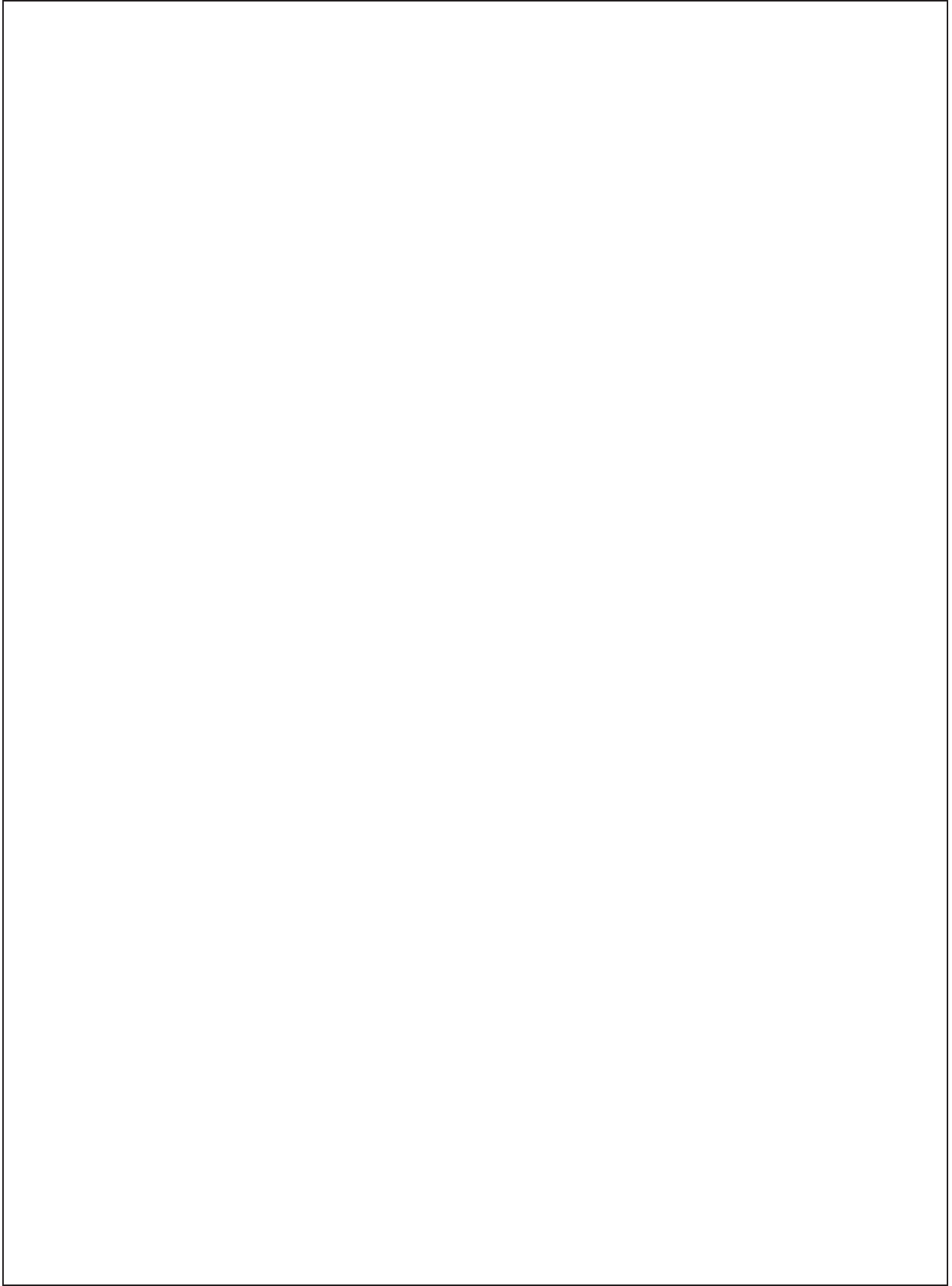
NOTE: It is the sole responsibility of the proposers to learn of Addenda, if any. Such information may be obtained at: <https://vancouver.procureware.com>

Appendix B. Company Information Form

Proposing Vendor and Software Information	
1. Contact Information	
<ul style="list-style-type: none"> ▪ Company name 	
<ul style="list-style-type: none"> ▪ Name, email, phone number and title of contact person 	
<ul style="list-style-type: none"> ▪ Company website 	
2. Company Information	
<ul style="list-style-type: none"> ▪ Company headquarters city 	
<ul style="list-style-type: none"> ▪ Software development location 	
<ul style="list-style-type: none"> ▪ Year founded 	
<ul style="list-style-type: none"> ▪ Private vs. Public (Listing Exchange and Listing Code) 	
<ul style="list-style-type: none"> ▪ Fiscal year end 	
<ul style="list-style-type: none"> ▪ Revenue: current year 	
<ul style="list-style-type: none"> ▪ Revenue: prior year 	
<ul style="list-style-type: none"> ▪ Parent company (If separate) 	
<ul style="list-style-type: none"> ▪ Genealogy of Organization (changing business, name changes, acquisitions/mergers, etc.) 	
<ul style="list-style-type: none"> ▪ Describe how the company has grown - organically, acquisition, mergers, etc.? 	

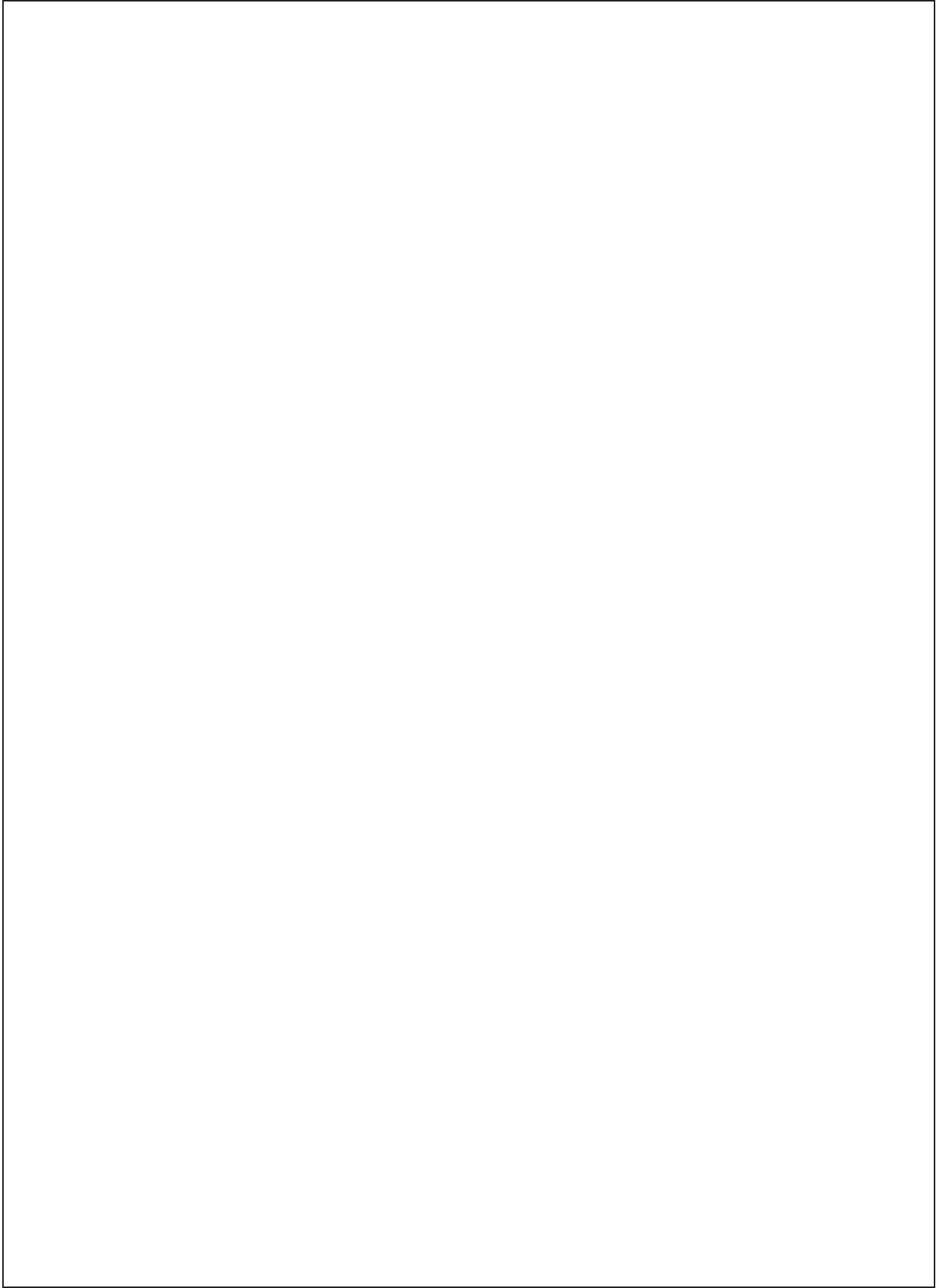
3. Number of Vendor Employees	
▪ Total worldwide	
▪ Total in U.S.	
▪ Total dedicated to the proposed software	
4. Number of Law Enforcement Agency (LEA) Customers Using the Proposed Software	
▪ Total LEA customers	
▪ Number of LEA customers in Washington using the proposed software (include names of agencies)	
5. Target customer profile for this software Describe your target customer in terms of size and type	
6. Version Schedule	
▪ Current version and release date	
▪ Typical release schedule	
▪ Typical time to install upgrades	
▪ Number of prior versions supported	

7. We require having development, back-up, training, testing and archival copies of the software in addition to the production copy. Is this provided as standard with your software? Please explain.



8. List any agencies that have pre-maturely ended a contract with your company, either prior to completion of implementation or within 3 years of implementation, and the reasons this occurred. Note: this information alone will not exclude proposers from further consideration and is designed to give proposers the opportunity to describe the reasons behind such occurrences.

9. Describe any legal action taken against your company including by whom, the date the legal action or claim was made, and the outcome. Also describe all contracts terminated for default during the past five years. If the proposer has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default as used herein is defined as notice to stop performance due to the vendor's non-performance or poor performance. Include the other party's name, address and telephone number. Present the proposer's position on the matter. The City shall evaluate the facts and may, at its sole discretion, reject the proposal if the facts discovered indicate that completion of a contract resulting from the proposal may be jeopardized by selection of the proposing company.



Proposed Sub-Contractor Information (if any)	
1. Contact Information	
<ul style="list-style-type: none"> ▪ Company name(s) 	
<ul style="list-style-type: none"> ▪ Name, email, phone number, title of contact person(s) 	
<ul style="list-style-type: none"> ▪ Company address(es) 	
<ul style="list-style-type: none"> ▪ Company website(s) 	
2. Company Information	
<ul style="list-style-type: none"> ▪ Year founded for each 	
<ul style="list-style-type: none"> ▪ Private vs. Public (Listing Exchange and Listing Code) 	
<ul style="list-style-type: none"> ▪ Parent company for each (If separate) 	

<ul style="list-style-type: none"> ▪ Genealogy of organization (changing business, name changes, acquisitions/mergers, etc.) 	
<ul style="list-style-type: none"> ▪ Describe the products and/or services the sub-contractor will be providing 	
<ul style="list-style-type: none"> ▪ How many years of experience does each company have? 	
<p>3. Number of Employees</p>	
<ul style="list-style-type: none"> ▪ Total worldwide 	
<ul style="list-style-type: none"> ▪ Total in U.S. 	
<ul style="list-style-type: none"> ▪ Total dedicated to the proposed software 	
<p>4. Number of Law Enforcement Agency (LEA) Customers</p>	
<ul style="list-style-type: none"> ▪ Total LEA customers overall and in Washington 	

5. Software Vendor Relationship and Implementation Model

Briefly describe your relationship with the sub- contractor(s).

Appendix C. Scope of Work

INSTRUCTIONS

The proposer is expected to provide a concise narrative for each item in this section that clearly explains exactly how the proposing company plans to meet each of the below requirements. Where appropriate, provide examples of how and where similar requirements are being met on other projects. Contractor may use illustrations, diagrams, screenshots and/or other sample material to provide additional clarity. Proposers shall not include extraneous generic marketing materials.

Submit your responses to the following questions in the order they are listed below, utilizing the numbering schema provided, by drafting an MS Word document with a footer listing the RFP name and number, and page numbers of your response. The entire proposal shall be saved as a single .PDF in the order listed on p.13 herein.

1. BIDDER'S UNDERSTANDING OF THE PROJECT (2 pages maximum)

Briefly describe your understanding of this project and your approach to ensuring a successful project.

2. PROJECT MANAGEMENT SERVICES (8 pages maximum)

Proposing companies are expected to provide project management services throughout the project. Briefly describe the following:

- a) A general description of your Project Plan following standard Project Management methodologies including communications, risk management, change management, etc.
- b) The names and roles of each **key** project team member and their experience as follows:
 - 1. Name and project role
 - 2. Education
 - 3. Certifications
 - 4. Work/employment history
- c) Provide a project timeline (this may be included as an appendix to your proposal).
- d) List the roles and estimated time commitments of each City of Vancouver representative that you expect to be needed for the project (this information will be included in evaluating TCO).

3. SYSTEM IMPLEMENTATION, MAINTENANCE AND SUPPORT (10 pages maximum)

Briefly describe how you will deliver the following:

- a) Implementation of the software including methodologies for:
 - 1. Installation
 - 2. Testing
 - 3. Data conversion
 - 4. Interfacing
- b) Software maintenance and support including the following:
 - 1. Hours of support
 - 2. Support tiers and services in each
- c) Process for system maintenance including delivery of updates and their frequency.

4. TRAINING (2 page maximum)

Describe below how you will provide the following including the length, delivery method, and resources to be utilized including staff and training tools (this information will be considered in evaluating TCO):

- a) End-user training for user groups
- b) System administrator training

5. REPORT WRITING AND RMS INTEGRATION (2 page maximum)

Describe if your system's report writing feature is included in the core RMS application or if it is a separate application (Do users write reports in RMS or a separate system? Are there separate logins?).

6. SYSTEM SCALABILITY (2 page maximum)

Describe any system limitations related to an increase in users. At a minimum, address the following questions in your response: Is there a maximum number of users and data storage based on the system and pricing you are proposing? Will there be a decrease in system functionality and/or performance as additional users and data are added to the system over time?

7. TECHNICAL REQUIREMENTS (2 page maximum)

Describe what hardware and software environment will be required to support your current system including any and all required servers, licenses, message switching, bandwidth/connectivity, and redundancy. NOTE: the City requires the following at a minimum:

- **On-prem:** System must operate on a Microsoft Windows Server OS and SQL Server Database. Describe if the system will operate in a VMWare virtual server environment.
- **Cloud:** Data is hosted at secure Tier 4, SOC 2, CJIS certified data center (see #40 herein). Describe location and frequency of back-up systems and disaster recovery testing.

8. OPERATING SYSTEM (1 page maximum)

Describe what operating systems your system is compatible with and whether there are any known bugs or problems using your system on any of them, and how you will ensure that your system is compatible with future versions of the operating systems. If the system supports multiple OS, indicate the number of installations you have on each.

9. USER INTERFACE (3 page maximum)

Describe if your system utilizes a Windows based user interface that allows users to navigate the system using different approaches such as point-and-click, drag-and-drop, drop-down boxes, etc. Please provide screenshots.

10. BROWSERS (2 page maximum)

Describe what browsers your system is compatible with and whether there are any known bugs or problems using your system on any of them, and how you will assure that your system is compatible with future versions of the browsers.

Note: HTML5 client is strongly preferred. If you use Java, Silverlight or other web-based technology with a browser, list all plug-ins required to effectively run the application.

11. SINGLE DATA ENTRY (2 page maximum)

Describe if your system includes "single-entry" capability wherein users only have to enter data one time and how the data will be utilized throughout the system, as well as if there is any time a user would be required to enter the same data more than once (i.e. within the system, between systems, among systems if interfaced, etc.).

12. SYSTEM NAVIGATION (3 page maximum)

The system enables users to enter persons, property, and vehicles seamlessly without having to navigate to a different part of the system. Describe your system's style of navigation (if the user interface is tabular, opens up separate windows, etc.). Provide screenshots.

13. FUNCTIONAL CONTINUITY (2 page maximum)

Describe whether users will be able to log-out of the system without finishing a record (any type of report) and log back in from another computer, at another location, and continue writing the report without having to manually upload, search for, or take any other action. Describe the technological attributes of the system that makes this possible.

14. USER DASHBOARD (2 page maximum)

Describe if your system includes a user dashboard that displays upon login and what information is displayed. Be sure to describe whether the dashboard contains information about reports that have been started but not completed, that are missing or have been rejected or approved, etc. Provide screenshots.

15. PLAIN ENGLISH QUERIES (1 page maximum)

Describe if there is anywhere in your system where users have to enter data or conduct queries utilizing codes, numbers, or symbols instead of plain English. If so, provide details regarding the nature and extent to which this is required and reasons why users have to do so.

16. DATA BACK-UP (1 page maximum)

Describe your approach to backing-up data including process, frequency and reliability.

17. DATA LINKAGE (1 page maximum)

Describe how your system links records involving the same people, vehicles, property, locations, and businesses, and makes these relationships obvious to users so they know of the existence of records related to the information they are currently working on. Provide an Entity Relationship Diagram.

18. MASTER INDICES (1 page maximum)

If your system has master indices, describe whether master records within the indices are automatically updated as new data is entered that is related to the records. If your system does not have master indices, describe how data is identified to the user as the most current version of the record, how the data is updated, and if users will need to manually create any indexing/identifiers when creating records.

19. PREVENTION OF DUPLICATE DATA (3 page maximum)

Describe if your system has a feature to prevent users who are writing reports from entering duplicate names, vehicles, property, locations, and businesses (i.e. information that is already in the system). Describe how this feature works from both a user's perspective and an administrator's perspective. Is there also a feature enabling administrators to eliminate duplicate records after they have been submitted by users? Be sure to include, in detail, how name records are verified and are not duplicated in the system.

20. SEARCHABILITY (1 page maximum)

Describe if your system enables users to search any data field in the system or combination of fields to conduct user-defined queries. Please describe if there is any restriction or limitation to what fields can be searched. Include whether the system enables users to switch from writing a report to searching the system without having to log-out or switch applications/systems.

21. GLOBAL SEARCHES (1 page maximum)

Describe if your system includes a global search field allowing users to enter any kind of search criteria into a single field and what kind of search results users can expect from such searches.

22. DATABASE CONNECTIVITY PROTOCOL (1 page maximum)

Describe your system's database connectivity protocols and whether there will be limitations on accessing (reading and writing) data via third party or interfaced applications. Describe what API's are available for system integration, and how data can be exported and queried within the system.

23. IMAGES (1 page maximum)

Describe whether images are stored in the database utilizing path references and, if not, how they are stored.

24. OPEN ARCHITECTURE (1 page maximum)

Describe whether you would consider your system as being built with open architecture in a way that will easily allow the sharing of data with or without third-party applications and whether it will be easy to access our data in non-proprietary formats. Describe your assurance to the City that access to our data will not be made difficult in the event it is needed for other systems.

25. FIELD DESCRIPTIONS (1 page maximum)

Describe whether data field descriptions explain in plain English what the data field is and if there is an optional alternative view users can request with a key or click that displays the database table description for each field. Please provide screenshots.

26. DATA VALUE DESCRIPTIONS (1 page maximum)

Describe whether data values are displayed and stored in plain English instead of codes/numbers/abbreviations.

27. SYSTEM CONTINUITY (1 page maximum)

Describe if your system will automatically store user entered data in real time on the user's computer or an external storage device in case an error or connection loss occurs, and a general description of the technological attributes that makes this possible.

28. CASE NUMBERING (1 page maximum)

Describe whether your system will support an agency defined case numbering style in terms of number and types of digits and characters (describe the formats) and whether a secondary/sub-set type of case numbers can be utilized for certain specialized users of the system.

29. DATA CONVERSION (4 page maximum)

Describe your approach to data conversion, data mapping and data cleansing of legacy data and include the following:

- a) How will you convert records containing partial data (i.e. partial names, partial phone numbers, unknown persons with physical descriptors) in a way that will ensure they will be returned in search queries?
- b) Describe your process for cleaning data during the data conversion process to eliminate duplicate and/or unnecessary information contained in:
 1. Names
 2. Addresses
 3. Vehicles
 4. Property
 5. Reports

30. USER ALERTS (1 page maximum)

Describe the extent to which the system enables users to enter an "alert" on a person, location, or vehicle indicating that it is associated with special circumstances. These circumstances could include "mental health" or "drug/alcohol abuse." Describe how users can search for such information and be notified of such alerts when writing reports. If this is best achieved using a report title or other option, please describe.

31. ATTACHMENTS (2 page maximum)

Describe if photo, video and audio files can be attached to records, what file types are compatible, whether third-party software is required to view or listen to attachments, and the process for attaching these files. Please provide screenshots that display the system's attachment features and where files can be attached (i.e. to names, vehicles, reports, arrests, field interviews/contacts etc.). Include whether there is a central location within the system where attachments are searchable and viewable as well as being attached to individual records.

32. SEALING AND EXPUNGING (1 page maximum)

Describe whether the system includes a feature to assist with sealing or expunging records per a court order. Describe the capabilities and features of this function, and whether or not these records are retrievable at a later time if needed.

33. PERFORMANCE METRICS (1 page maximum)

Please describe the type of performance metric data that a user can pull from the system in order to analyze employee activity data, including if searches can be done per user group (i.e. traffic unit), beat, or otherwise.

34. REPORT WRITING FUNCTIONALITY (1 page maximum)

Please describe if the system will guide users through writing an incident report by prompting the user for information that is required by NIBRS or agency business rules based on the type of report being written. Please describe this feature.

35. NIBRS (1 page maximum)

Describe if users can request to have the system check for NIBRS errors prior to submitting reports and will be directed to where an error is and how to fix it. Please describe this feature. Also describe how administrators check for and correct NIBRS errors after reports have been submitted.

36. CRIME COUNTS (1 page maximum)

Describe if the system requires users to enter a "count" number when writing incident reports for the number of crimes committed. Please describe how your system counts the appropriate number of offenses for NIBRS reporting purposes, noting the different counting methodology between persons and property crimes per NIBRS rules.

37. ROUTING (1 page maximum)

Please describe if the system will automatically route reports to pre-defined internal and/or external users and groups based on the report title, statute, or other data field, and if the receiving party will be automatically notified and how.

38. SECURITY (3 page maximum)

Describe all security standards and/or certifications your company and system maintains. Include each specific security standard and level of each, if applicable, that the RMS and associated data storage systems and services are in compliance with including, for example, FIPS 140, ANSI/TIA-942, and CJIS. Also include how your company achieved and maintains compliance with the security standards on an ongoing basis. Describe your encryption, login, auditing, and penetration testing and security features and standards. Additionally:

- Provide a copy of your incident response policy & procedure including timelines for response and notification of a potential Protected PII data breach
- Include who performed your most recent independent CJIS audit and indicate if you will provide copies of the audit
- Provide a copy of your disaster response/business continuity plans and timelines for restoration and recovery
- What monitoring, policies and procedures have you put in place to control the use and disclosure of Protected PII
- Provide a copy of your back-up strategy, procedures and schedule for all Criminal Justice Information/Criminal History Record Information transacted and maintained in your system
- Describe who is responsible for identifying and addressing vulnerabilities in the network and system components
- What access do your personnel have to the application's sensitive data

39. PERFORMANCE (1 page maximum)

The system should perform at a 99.99% uptime level and search queries shall return results within 2-3 seconds. Describe your system performance standards and capabilities and how the system's performance is impacted by instances of high demand due to increased user activity, large search queries, or increased network traffic.

40. CJIS SECURITY POLICY CONFORMANCE (6 page maximum)

For each of the current FBI CJIS security standards, provide a general description of your system's and company's technical, programmatic, and infrastructure compliance with each, as applicable, including those of any sub-contractors and data storage providers that will be utilized to support the system.

41. NATIONAL INFORMATION EXCHANGE MODEL (NIEM) CONFORMANCE (1 page maximum)

The RMS must interface to the systems listed herein. Please describe your conformance with NIEM standards and utilization of specific information exchange package documentation (IEPD) currently available that you intend to use for this project. Also include your current data exchanges that you intend to utilize for this project which are not NIEM conformant.

42. DATA DICTIONARY (1 page maximum)

Describe if a data dictionary for your system will be provided that includes table and data element definitions; schema with technical notes for each element, such as type, size, primary and child key(s); and field descriptions. Also describe if the system documentation includes information on entity maintenance, such as dates of creation, last modification, termination and source, and includes the ability for users to update the dictionary and make notes.

Appendix D. CUSTOMER REFERENCES

Provide at least three references that are similar in size and requirements to this project, and that have implemented your software in the past five years. Reference sites should be fully implemented and live on the current version of the software.

Name of Agency:	
Contact Name/Title:	Telephone #:
Modules/Functionality Installed:	
Go Live Date:	
Other comments:	

Name of Agency:	
Contact Name/Title:	Telephone #:
Modules/Functionality Installed:	
Go Live Date:	
Other comments:	

Name of Agency:	
Contact Name/Title:	Telephone #:
Modules/Functionality Installed:	
Go Live Date:	
Other comments:	

Appendix E. RFP EXCEPTIONS

It is the intent of the City of Vancouver to contract with an RMS Software Vendor. All Vendor representations, whether verbal, graphical or written, will be relied on by the City of Vancouver in the evaluation of the responses to this Request for Proposal. This reliance on the Vendor's represented expertise is to be considered as incorporated into any, and all, formal Agreements between the parties.

PRINT THE WORDS "NO EXCEPTIONS" HERE _____ IF THERE ARE NO EXCEPTIONS TAKEN TO ANY OF THE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE REQUEST FOR PROPOSAL DOCUMENTS.

IF THERE ARE EXCEPTIONS TAKEN TO ANY OF THESE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE REQUEST FOR PROPOSAL DOCUMENTS, THEY MUST BE CLEARLY STATED ON THE TABLE ON THE FOLLOWING PAGE AND RETURNED WITH YOUR PROPOSAL.

IF YOU PROVIDED A SAMPLE COPY OF YOUR CONTRACT(S) YOU STILL NEED TO IDENTIFY IN THIS DOCUMENT ("RFP EXCEPTIONS") ANY AND ALL EXCEPTIONS YOU HAVE TO THE TERMS AND CONDITIONS.

Firm or Individual	
Title	
Telephone	
Email	
Address	

PRINT NAME AND TITLE

AUTHORIZED SIGNATURE

DATE _____

Add any additional line items for exceptions as necessary and reference any explanatory attachments within the line item to which it refers.

	RFP Section #, Page #	Exception Describe the Nature of the Exception	Explanation of Why This is an Issue for You	Your Proposed Modification or Resolution, if any
1				
2				
3				
4				
5				

Appendix F. PRICE PROPOSAL

INSTRUCTIONS

There are two pricing forms:

1. On-Premises Pricing
2. Cloud Pricing

If you are proposing one option, please complete the applicable form. If you are proposing a choice between both options, please complete both forms. Mark any unused lines with "N/A". Proposers are to include all costs representing the total cost of ownership of all hardware, software, support, maintenance, training and professional services.

ON-PREMISES PRICING

A. SOFTWARE					
Item #	Product Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
11.				\$	\$
12.				\$	\$
13.				\$	\$
SUB-TOTAL					\$

ON-PREMISES PRICING CONTINUED

Please include any required hardware items. The city may elect to not purchase hardware as part of the awarded contract.

B. HARDWARE					
Item #	Product Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
			SUB-TOTAL		\$

C. INTERFACES					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
			SUB-TOTAL		\$

ON-PREMISES PRICING CONTINUED

D. DATA CONVERSION					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
11.				\$	\$
12.				\$	\$
13.				\$	\$
14.				\$	\$
15.				\$	\$
16.				\$	\$
17.				\$	\$
18.				\$	\$
19.				\$	\$
20.				\$	\$
21.				\$	\$
22.				\$	\$
SUB-TOTAL					\$

ON-PREMISES PRICING CONTINUED

E. PROFESSIONAL SERVICES					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
11.				\$	\$
12.				\$	\$
13.				\$	\$
14.				\$	\$
15.				\$	\$
16.				\$	\$
17.				\$	\$
18.				\$	\$
19.				\$	\$
20.				\$	\$
21.				\$	\$
22.				\$	\$
SUB-TOTAL				\$	\$

ON-PREMISES PRICING CONTINUED

F. TRAINING					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
			SUB-TOTAL		\$

G. TRAVEL/LIVING					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
			SUB-TOTAL		\$

ON-PREMISES PRICING CONTINUED

H. MAINTENANCE and SUPPORT						
Item #	Name	Description	Quantity	Unit Price	TOTAL	
1.				\$	\$	
2.				\$	\$	
3.				\$	\$	
4.				\$	\$	
5.				\$	\$	
6.				\$	\$	
7.				\$	\$	
8.				\$	\$	
9.				\$	\$	
10.				\$	\$	
11.				\$	\$	
12.				\$	\$	
13.				\$	\$	
14.				\$	\$	
15.				\$	\$	
16.				\$	\$	
17.				\$	\$	
18.				\$	\$	
19.				\$	\$	
20.				\$	\$	
SUB-TOTAL				\$	\$	

ON-PREMISES PRICING CONTINUED

I. OTHER					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
11.				\$	\$
12.				\$	\$
13.				\$	\$
14.				\$	\$
15.				\$	\$
16.				\$	\$
17.				\$	\$
18.				\$	\$
19.				\$	\$
20.				\$	\$
SUB-TOTAL				\$	\$

ON-PREMISES PRICING CONTINUED

J. ASSUMPTIONS	
Item #	
1.	
2.	
3.	
4.	
5.	
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20.	

ON-PREMISES PRICING CONTINUED

Item #	ITEM	TOTAL
1.	A. SOFTWARE	\$
2.	B. HARDWARE	\$
3.	C. INTERFACES	\$
4.	D. DATA CONVERSION	\$
5.	E. PROFESSIONAL SERVICES	\$
6.	F. TRAINING	\$
7.	G. TRAVEL/LIVING	\$
8.	H. MAINTENANCE AND SUPPORT	\$
9.	I. OTHER	\$
GRAND TOTAL		\$

ON-PREMISES PRICING CONTINUED

Describe your proposed payment schedule based on verifiable deliverables and/or project milestones. Include in your project timeline indications of the milestones listed below.

Payment #	Description of Milestone	TOTAL
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
10.		\$
11.		\$
12.		\$
13.		\$
14.		\$
15.		\$
16.		\$
17.		\$
18.		\$
19.		\$
20.		\$
21.		\$
22.		\$
23.		\$
24.		\$
25.		\$

CLOUD PRICING

A. SOFTWARE					
Item #	Product Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
SUB-TOTAL				\$	\$

B. HARDWARE					
Item #	Product Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
SUB-TOTAL				\$	\$

CLOUD PRICING CONTINUED

C. INTERFACES					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
SUB-TOTAL				\$	\$

D. DATA CONVERSION					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
11.				\$	\$
12.				\$	\$
13.				\$	\$
14.				\$	\$

CLOUD PRICING CONTINUED			
15.			\$
16.			\$
17.			\$
18.			\$
19.			\$
20.			\$
21.			\$
22.			\$
SUB-TOTAL			\$

E. PROFESSIONAL SERVICES					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
11.				\$	\$
12.				\$	\$
13.				\$	\$
14.				\$	\$
15.				\$	\$
16.				\$	\$
SUB-TOTAL				\$	\$

CLOUD PRICING CONTINUED

F. TRAINING					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
			SUB-TOTAL		\$

G. TRAVEL/LIVING					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
			SUB-TOTAL		\$

CLOUD PRICING CONTINUED

H. MAINTENANCE and SUPPORT					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
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11.				\$	\$
12.				\$	\$
13.				\$	\$
14.				\$	\$
15.				\$	\$
16.				\$	\$
17.				\$	\$
18.				\$	\$
19.				\$	\$
20.				\$	\$
SUB-TOTAL				\$	\$

CLOUD PRICING CONTINUED

I. OTHER					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
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9.				\$	\$
10.				\$	\$
11.				\$	\$
12.				\$	\$
13.				\$	\$
14.				\$	\$
15.				\$	\$
16.				\$	\$
17.				\$	\$
18.				\$	\$
19.				\$	\$
20.				\$	\$
SUB-TOTAL					\$

CLOUD PRICING CONTINUED

J. ASSUMPTIONS	
Item #	
1.	
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18.	
19.	
20.	

Item #	ITEM	TOTAL
1.	A. SOFTWARE	\$
2.	B. HARDWARE	\$
3.	C. INTERFACES	\$
4.	D. DATA CONVERSION	\$
5.	E. PROFESSIONAL SERVICES	\$
6.	F. TRAINING	\$
7.	G. TRAVEL/LIVING	\$
8.	H. MAINTENANCE AND SUPPORT	\$
9.	I. OTHER	\$
GRAND TOTAL		\$

Describe your proposed payment schedule based on verifiable deliverables and/or project milestones. Include in your project timeline indications of the milestones listed below.

Payment #	Description of Milestone	TOTAL
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
10.		\$
11.		\$
12.		\$
13.		\$
14.		\$
15.		\$
16.		\$
17.		\$
18.		\$
19.		\$
20.		\$
21.		\$
22.		\$
23.		\$
24.		\$

**APPENDIX G.
GENERAL TERMS AND CONDITIONS FOR
Police Records Management and Report Writing System**

The following outlines the City’s General Terms and Conditions for acquisition of the Police Records Management and Report Writing System. Please review these Terms and Conditions carefully. As indicated, these Terms and Conditions are meant to be non-negotiable, but reasonable requests for modification may be granted at the City’s sole discretion. If the Vendor takes exception to any of the listed requirements, those exceptions must be noted on the RFP Exceptions form in Appendix E.

CITY REQUIREMENTS
Definitions
The following Definitions shall apply to each subsection of the following terms and conditions of this Request for Proposal for the records management and report writing system, hereinafter referred to as “RMS”.
"Acceptance Date" means the date on which the RMS is accepted by City, as indicated by execution of a Certificate of Completion. City will have a minimum of sixty (60) days after the Go-Live date of each phase to test the system in full production use and to identify non-conforming elements to be corrected. The Certificate of Execution will be executed once all non-conforming elements have been corrected by Vendor, except for minor or inconsequential errors.
"Acceptance Test Specifications" means the testing specifications set forth in the Definitive Agreements for determining if the RMS, as installed and configured, meets or exceeds the Acceptance Tests and is free from Defects.
"Acceptance Tests" means the manner and means of acceptance testing of the RMS and the Services, as described in the Definitive Agreements.
"Certificate of Completion" means a written certificate, signed by authorized representatives of City and Vendor, stating that (1) the RMS has been completely delivered, assembled, installed, and tested at the Site in accordance with the requirements of the Definitive Agreement; (2) as so assembled and installed, the RMS satisfies the Acceptance Tests; and (3) the RMS conforms to the Specifications.
"City Data" shall mean any data or information of City that is provided to or obtained by Vendor in the performance of its obligations under the Definitive Agreements, including data and information with respect to the operations, customers, operations, facilities, markets, assets, and finances of City.

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City Data also shall mean any data or information created, generated, collected or processed by Vendor in the performance of its obligations under the Definitive Agreement, data processing input and output, Service Level measurements, asset information, third party service and product agreements, contract charges, and retained and pass-through expenses.

"Confidential Information" shall mean all information, data (including the City Data) and specifications furnished by the City to Vendor, whether before or after the date hereof and whether in oral, written, electronic or graphic format, including, but not limited to financial information, business plans, strategic plans, pricing information, designs, procedures, methods of operation, formulas, data flow analyses, drawings, sketches, specifications, schematics, discoveries, inventions, research and development, improvements, source code and object code, concepts, ideas, processes, know-how and documentation, whether or not such information, data or specifications have been affixed with a restrictive, confidential or proprietary legend of City. Confidential information shall not include such information, data and materials as City agrees in writing is not proprietary or confidential to City or which: (i) is or becomes publicly available by other than unauthorized disclosure by Vendor; (ii) is independently developed by Vendor without use of any Confidential Information; or (iii) is received from a third party who has lawfully obtained such Confidential Information without a confidentiality restriction. All copies of Confidential Information, or parts thereof, made by Vendor shall also be considered Confidential Information.

"Defect" means any failure of the RMS to operate in conformity with the Specifications and other requirements set forth in the Definitive Agreements.

"Definitive Agreement" means a final, mutually agreed and executed contract.

"Documentation" means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, videos, supporting materials, emails clarifying functionality or technical specifications, and other information relating to the Equipment, the Software or the RMS or used in conjunction with the Services, whether distributed in print, magnetic, electronic, or video format.

"RMS" means the Software, Equipment and associated attachments, features, accessories, peripherals and wiring, integrated with the Vendor Software and Third-Party Software (and all additions, modifications, substitutions, upgrades or enhancements to such system) along with the Services, meeting the Specifications.

"Escrow Materials" shall mean the Vendor Software and Materials, in both object code and Source Code form, together with all documentation thereto, which shall include all relevant commentary, including, but not limited to, explanation, flow charts, algorithm and

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subroutine descriptions, memory and overlap maps, designs, architecture and other similar materials, for the Vendor Software and Materials.

"Equipment" shall mean all network, infrastructure, telecommunications, and computing equipment procured or provided by Vendor as part of the RMS, including, but not limited to (a) server and distributed computing equipment and associated attachments, features, accessories, peripheral devices, and wiring (b) personal computers, laptop computers and workstations and associated attachments, features, accessories, peripheral devices, and wiring and (c) telecommunications and network equipment and associated attachments, features, accessories, peripheral devices and wiring.

"Force Majeure" includes any act or omission of any civil or military authority, act of God, fire, earthquake, act of terrorism, strike or other labor disturbance, major equipment failure, fluctuation or non-availability of electrical power, heat, light, air-conditioning or telecommunications equipment, or any other act, omission or occurrence beyond reasonable control.

"Key Vendor Personnel" shall mean the Vendor Personnel filling the positions designated in the Definitive Agreements as Key Vendor Personnel.

"Laws" shall mean all federal, state and local laws, statutes, regulations, rules, executive orders, government directives, government circulars, policies or binding pronouncements of or by any government (including any department or agency thereof) having jurisdictional authority over a Party.

"Losses" shall mean all losses, liabilities, damages and claims (including taxes), and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

"Malicious Code" shall mean (a) any code, program, or sub-program whose knowing or intended purpose is to damage or interfere with the operation of the computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of the Software, code, program, or sub-program, itself, or (b) any code, program or sub-program that permits any unauthorized person to circumvent the normal security of the Software or the system containing the code. This could include, but is not limited to "viruses," "worms," "backdoor entries," "time bombs," "Trojan horses," "lockout devices," and other disruptive technologies.

"Materials" shall mean, collectively, software, literary works, other works of authorship, specifications, design documents and analyses, programs, program listings, programming tools, documentation, reports, videos, drawings and similar work product prepared by Vendor Personnel as part of the Services.

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"Proposal" means Vendor's Proposal made in response to the Request for Proposal, together with all supplements and clarifications thereto.

"Request for Proposal" or **"RFP"** means City's Request for Proposal #17-18, Police Records Management and Report Writing System and Implementation, together with all supplements and clarifications issued by City in writing.

"Services" includes, but is not limited to, installation, integration, education, acceptance testing, and support, maintenance, training, development, warranty, and time and materials services, provided or to be provided by Vendor pursuant to the Definitive Agreement.

"Software" means the Vendor Software and the Third Party Software, and all Documentation, materials and media related thereto.

"Source Code" means a human-readable copy of the source code (the computer instructions in human readable computer language) to the Vendor Software and Materials, plus any pertinent commentary or explanation that may be used by Vendor's programmers, although not necessarily those incorporating the program, and shall include Documentation, statements or principles of operation, and schematics, all as necessary or useful for the effective understanding, maintenance and use of the Source Code. To the extent that the development environment employed by Vendor for the development, maintenance, compilation, and implementation of the Source Code includes any device, programming, or Documentation not commercially available to City on reasonable terms through readily known sources other than Vendor, the Source Code shall include all such devices, programming, or Documentation. The foregoing reference to such development environment is intended to apply to any programs, including compilers, workbenches, tools, and high-level (or proprietary) languages, used by Vendor for the development, maintenance, and implementation of the Source Code.

"Specifications" means the functional, performance, operational, compatibility, and other specifications or characteristics of the RMS described in the Definitive Agreement, the RFP, the Proposal, the applicable Documentation and other such specifications or characteristics of the RMS agreed upon in writing by the Parties.

"Statement of Work" means the schedule for delivery, implementation and testing of the RMS and the performance of the Services, as set forth in the Definitive Agreements, mutually agreed to by City and Vendor. It will include major work activities, responsible party, project phases, and scope of work, timeline, project teams, and roles, expected hours by activity and role, and deliverables. The Statement of Work ("SOW") will be agreed

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to by both parties prior to execution of the Definitive Agreement and included as part of such agreement for the delivery and implementation of the RMS.

"Subcontractors" shall mean the subcontractors of Vendor that the City has approved in advance.

"Third Party Software" means the software that is purchased or licensed by Vendor from any source external to Vendor (i.e., Vendor acts as a distributor, re-seller, or supplier) and licensed to the City under the terms of the Definitive Agreements.

"Vendor Personnel" shall mean those employees, representatives, contractors, Subcontractors and agents of Vendor and Vendor Subcontractors who perform any Services under the Definitive Agreements. City has the right to review and approve in advance all Vendor Personnel assigned to this RMS project.

"Vendor Software" means the computer programs, in object code form, provided or to be provided by Vendor pursuant to the Definitive Agreement. Vendor Software includes any modifications, corrections, improvements, updates, releases, or other changes to Vendor Software which are provided or to be provided as part of Vendor's performance of Service obligations under the Definitive Agreements.

"Warranty Period" means a period of five years from the Acceptance Date, as indicated by the date of execution of the Certificate of Completion by both Parties.

II. General Terms and Conditions

Scope of Work. Defines the work, including but not limited to Software functionality, Vendor services, level of effort and other efforts for the RMS Project. Vendor shall supply the RMS, Documentation and Services, all in accordance with the terms of the Definitive Agreements and the Specifications, within the time frames and milestones specified in the Statement of Work.

Acceptance. Payment for any part or parts of the RMS, or inspection or testing thereof by City, shall not constitute acceptance or relieve Vendor of its obligations under the Definitive Agreements. City shall be deemed to have accepted the RMS and Services only upon City's execution and delivery of a Certificate of Completion. Acceptance of the RMS does not waive any warranty or other rights provided in the Definitive Agreements for the RMS or Services. City will have a minimum of sixty (60) days after the Go-Live date of each phase to test the system in full production use and to identify non-conforming elements to be corrected. The Certificate of Execution will be executed once all non-conforming elements have been corrected by Vendor, except for minor or inconsequential errors.

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Inspection. City may inspect the components of the RMS when delivered and reject upon notification to Vendor any and all components of the RMS which does not conform to the Specifications or other requirements of the Definitive Agreements. Components of the RMS which are rejected shall be promptly corrected, repaired, or replaced by Vendor in accordance with Vendor's warranty obligations under the Definitive Agreements, such that the RMS conforms to the Specifications and the other requirements of the Definitive Agreements. If City receives components of the RMS with Defects not reasonably apparent on inspection, then City reserves the right to require prompt correction, repair, or replacement by Vendor in accordance with Vendor's warranty obligations under the Definitive Agreements following the discovery of such Defect. If the RMS is hosted off-site, City has the right to inspect and audit all facilities, infrastructure, policies and procedures, personnel, equipment, documentation involved with this RMS project.

Problems. Vendor agrees to notify City within 24 hours of any factor, occurrence, or event coming to its attention that may affect Vendor's ability to meet the requirements of the Definitive Agreements, or that is likely to occasion any delay in completion of the projects contemplated by the Definitive Agreements. Such notice shall be given in the event of any loss or reassignment of Vendor Personnel, threat of strike, or major equipment failure or other force majeure event.

Time of Performance. Time is of the essence with respect to each and every term and provision of the Definitive Agreements.

Performance Bond. At the City's request, vendors shall provide City a faithful performance bond executed by a corporate surety authorized and admitted to transact a surety business in the State of Washington in the amount of 100% of the Agreement amount, and submit same within fifteen (15) calendar days of execution of the Definitive Agreements and prior to such time as Vendor shall commence any work under the Definitive Agreements. This performance bond shall guarantee the faithful performance of the Definitive Agreements. The performance bond shall provide that City shall have the right to approve any contractor chosen by the surety to complete any uncompleted work under the Definitive Agreements. (Vendor may propose an alternative performance security arrangement to meet this minimum requirement. Such alternative shall be equally secure and liquid, and subject to the approval of the City.)

Gratuities. City may, by written notice to Vendor, terminate Vendor's right to proceed under the Definitive Agreements upon one (1) calendar days' notice, if City finds that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Vendor or any agent as representative of Vendor, to any official, officer or employee of City, provided that the existence of the facts upon which makes such finding shall be an issue and may be reviewed by a court of competent jurisdiction in the event of such termination, City shall be entitled to pursue the same remedies against Vendor as it could pursue in the

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event of default by Vendor. Notwithstanding the preceding, Vendor is not prohibited from providing room and board for the City personnel to attend Vendor sponsored training seminars or schools which are generally held outside of the City and are available to all Vendor's customers, and are a regular element of Vendor's training program.

Alterations and Changes. City reserves the right, without impairing Vendor, to require additional Equipment or Services, to omit, cancel or eliminate Agreement items, to alter details of implementation or installation, and to make other changes and alterations as necessary or desirable, in City's judgment, to satisfactorily complete the project contemplated by the Definitive Agreements. Vendor shall perform such changed, additional, increased, decreased, varied or altered obligations upon written notice to that effect from City. Compensation for such alterations or changes will be made on such basis as may have been agreed to by the Parties, or in the case no such agreement have been made, a fair and equitable allowance shall be made with respect to compensation due Vendor. Except as may be otherwise provided in the Definitive Agreements, no payment for extras will be made unless such extras and the compensation to be paid therefore have been authorized in writing by the City Project Manager.

Delays. In the event of a delay in delivery of all or any portion of the RMS, or in the event of a delay in the performance of Services, which is not excused in the Definitive Agreement, City may cancel without charge all or any portion of the RMS or Services for which delivery or performance has been so delayed. If, in City's opinion, the delivered portion of the RMS is not operable without the remaining undelivered portion of the RMS, City may, at Vendor's expense, return any delivered portion of the RMS to Vendor. City shall not be liable for any expenses incurred by Vendor for canceled, undelivered, or returned portions of the RMS. City shall receive a refund of all amounts paid to Vendor with respect to the canceled and/or returned portion of the RMS and Services.

Permits and Laws. Vendor shall at its own expense secure any and all licenses, permits or certificates that may be required by any Laws for the performance of Vendor's obligations under the Definitive Agreements. Vendor shall also comply with the provisions of all Laws in Vendor's performance under the Definitive Agreements. At Vendor's own expense and at no cost to City, Vendor shall make any change, alteration or modification that may be necessary which arise out of Vendor's failure to comply with Laws.

Audit Rights. Vendor shall provide such employees and independent auditors and inspectors as City may designate with reasonable access to all sites from which Services are performed for the purposes of performing audits or inspections of Vendor's operations and compliance with the Definitive Agreements. Vendor shall provide such auditors and inspectors any reasonable assistance that they may require. Such audits shall be conducted

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in such a way so that the Services or services to any other customer of Vendor are not impacted adversely.

Third Party Contractors. City may hire contractors, subcontractors, consultants, and/or other third parties (“City Third Party Contractors”) to perform any part of the Services or to provide other services. Vendor shall fully cooperate with and work in good faith with City Third Party Contractors as directed by City and shall do so at no additional charge to City. Such cooperation shall include, at no additional charge to City: (a) providing access to any facilities being used to provide the Services, as necessary for City Third Party Contractors to perform the work assigned to them; (b) providing access to the RMS; or (c) providing written requirements, standards, policies, specifications or other Documentation for the RMS.

Insurance. Vendor agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance during the term of the Definitive Agreements:

- (a) Workers’ Compensation and Employer’s Liability Insurance: (i) Statutory Worker’s Compensation including occupational disease in accordance with law. The limits and aggregates noted above must apply to the Stop Gap Coverage as well. This must be indicated on the certificate of insurance; (ii) Employer’s Liability Insurance with minimum limits of \$100,000.00 per employee by accident/\$100,000.00 per employee by disease/\$500,000.00 policy limit by disease.
- (b) Commercial General Liability Insurance (including contractual liability insurance) providing coverage for bodily injury and property damage with a combined single limit of not less than One Million dollars (\$1,000,000.00) aggregate/Five Hundred Thousand Dollars (\$500,000.00) per occurrence.
- (c) Commercial Business Automobile Liability Insurance including coverage for all owned, non-owned, leased, and hired vehicles providing coverage for bodily injury and property damage liability with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence.
- (d) Professional Liability/Errors and Omissions Insurance covering acts, errors and omissions arising out of Vendor’s operations or services in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- (e) Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Vendor personnel, acting alone or with others, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

All such insurance shall be procured with such insurance companies of good standing, permitted to do business in the country, state or territory where Vendor has operations. Vendor shall provide City with certificates of insurance evidencing compliance with this Section. Vendor’s insurance policies as required under Sections (b), (c) and (e) shall name City and all of its elected officials, representatives, servants, volunteers, contractors, and employees as Additional Insured for any and all liability arising at any time in connection

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with Vendor's performance under the Definitive Agreements by endorsement CG 20 10 11 85 which must be attached to the certificate and copies of all policies shall be furnished to the City upon request.

Such insurance afforded to City shall be primary insurance and any other valid insurance existing for City's benefit shall be excess of such primary insurance.

Vendor shall take such actions with regard to its policy or policies of insurance as are necessary to cause the policy or policies to comply with the requirements stated herein. The obligation of Vendor to provide the insurance specified herein shall not limit in any way any obligation or liability of Vendor provided elsewhere in the Definitive Agreements.

Confidentiality. Vendor hereby agrees that all Confidential Information shall be and was received in strict confidence, shall be used only for purposes of the Definitive Agreements, and shall not be disclosed by Vendor or Vendor Personnel without the prior written consent of City. This provision shall not apply to Confidential Information which is (1) already known by Vendor without an obligation of confidentiality, (2) publicly known or becomes publicly known through no unauthorized act of Vendor, (3) rightfully received from a third party (other than a City employee or agent) without obligation of confidentiality, (4) disclosed without similar restrictions by City to a third party, (5) approved by City for disclosure, or (6) required to be disclosed pursuant to a requirement of a governmental agency or law so long as Vendor provides City with timely prior written notice of such requirement. Information received by City from Vendor shall only be considered proprietary and/or confidential after a separate confidentiality agreement has been executed by a duly authorized representative of each Party for the specific purpose of disclosing such information.

Public Disclosure Compliance. The parties acknowledge that the City of Vancouver is an "agency" within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Vendor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information the Vendor has marked as "Confidential-Exempt from Disclosure," the City shall notify the Vendor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Vendor to seek judicial protection of such information, provided that the Vendor shall be responsible for attorney fees and costs in such action. The vendor shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

Media Releases. Except for any announcement intended solely for internal distribution by Vendor or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Vendor, all media releases, public announcements, or public

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disclosures (including, but not limited to, promotional or marketing material) by Vendor or its employees or agents relating to the Definitive Agreement or its subject matter, or including the name, trade mark, or symbol of City, shall be coordinated with and approved in writing by City prior to the release thereof.

Vendor shall not represent directly or indirectly that the RMS or Services provided by Vendor to City has been approved or endorsed by City or include the name, trade mark, or symbol of City on a list of Vendor's customers without City's express written consent.

Nonexclusive Market and Purchase Rights. It is expressly understood and agreed that the Definitive Agreements do not grant to Vendor an exclusive right to provide to City any or all of the RMS and Services and shall not prevent City from developing or acquiring from other suppliers systems, computer software programs or services similar to those provided by Vendor. Vendor agrees that acquisitions by City pursuant to the Definitive Agreements shall neither restrict the right of City to cease acquiring nor require City to continue any level of such acquisitions. Estimates or forecasts furnished by City to Vendor as part of this RFP or during the term of the Definitive Agreements shall not constitute commitments.

Governing Law and Venue. The rights and obligations of the Parties under the Definitive Agreements shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Rather these rights and obligations shall be governed by the laws, other than choice of law rules, of the State of Washington. The Parties agree that any action to enforce any provision of the Definitive Agreements shall be brought in the superior court of Clark County, Washington. Each party consents to jurisdiction and venue before such court.

Discrepancy and Omissions. If anything necessary for the clear understanding of the RMS or Services has been omitted from the Specifications or it appears that various instructions are in conflict, Vendor shall secure written instructions from City's project director before proceeding with the performance under the Definitive Agreements.

Residuals. Nothing in the Definitive Agreements shall restrict any employees or representatives of a Party who retain solely in intangible form after performing the obligations of such Party under the Definitive Agreements, general ideas, concepts, know-how, or techniques relating to data processing or network management which either Party, individually or jointly, develops or discloses to such employee or representative while such employee or representative is performing the obligations, or exercising the rights, of a Party under the Definitive Agreements, from using such ideas, concepts, know-how, or techniques for the benefit of either Party, except to the extent that such use infringes upon any patent or copyright of a Party, provided, however, that this Section shall not be deemed to limit either Party's obligations under the Definitive Agreements with respect to the disclosure or use of Confidential Information.

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Assignment. Vendor may not assign the Definitive Agreements or any rights or duties there under, by operation of law or otherwise, without the prior written consent of City.

No such assignment shall relieve Vendor of its covenants and agreements under the Definitive Agreements, and Vendor shall continue to be liable as a principal and not as guarantor or surety to the same extent as though no assignment had been made.

III. Project Management and Vendor Personnel

Project Managers. Vendor and City shall each appoint a designated "Project Manager." The Project Managers will be responsible for day-to-day communications between the Parties regarding the subject matter of the Definitive Agreements. City may change its Project Manager at any time and from time to time by giving Vendor written notice. The Vendor Project Manager shall be considered one of the Vendor Key Personnel.

Approval of Key Vendor Personnel. Before assigning an individual to act as one of the Key Vendor Personnel whether as an initial assignment or a subsequent assignment, Vendor shall notify City of the proposed assignment, shall introduce the individual to appropriate City representatives, shall provide reasonable opportunity for City representatives to interview the individual, and shall provide City with a resume and such other information about the individual as may be reasonably requested by City. If City in good faith objects to the proposed assignment, the Parties shall attempt to resolve City's concerns on a mutually agreeable basis. If the Parties have not been able to resolve City's concerns within ten (10) business days, Vendor shall not assign the individual to that position and shall timely propose to City the assignment of another individual of suitable ability and qualifications.

Continuity. Vendor shall not transfer, reassign or remove any of the Key Vendor Personnel (except as a result of voluntary resignation, involuntary termination for cause, illness, disability, or death) during the specified period in the Statement of Work without City's prior approval, which City may withhold in its sole discretion.

With respect to all other Vendor Personnel, Vendor will use its diligent efforts to ensure the continuity of Vendor Personnel assigned to perform Services under the Definitive Agreements.

Assignment of Personnel. Vendor shall assign sufficient numbers of Vendor Personnel to provide the Services in accordance with the Definitive Agreements and such Vendor Personnel shall possess suitable competence, ability, experience and qualifications and shall be properly educated and trained for the Services they are to perform. City may require each Vendor Personnel providing Services to undergo a background investigation, including, but not limited to a criminal records and fingerprint check.

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Vendor shall promptly replace any Vendor Personnel found to be unacceptable to City, in its discretion, on the basis of the results of a background investigation.

Replacement of Personnel. In the event that City determines in good faith that the continued assignment to City of any Vendor Personnel (including Key Vendor Personnel) is not in the best interests of City, then City shall give Vendor written notice to that effect requesting that such Vendor Personnel be replaced. Promptly after its receipt of such a request by City, Vendor shall investigate the matters stated in the request and discuss its findings with City. If requested to do so by City, Vendor shall immediately remove the individual in question from all City facilities pending completion of Vendor's investigation and discussions with City. If, following discussions with Vendor, City still in good faith requests replacement of such Vendor Personnel, Vendor shall promptly replace such Vendor Personnel with an individual of suitable ability and qualifications. Nothing in this provision shall operate or be construed to limit Vendor's responsibility for the acts or omission of the Vendor Personnel

OSHA/WISHA. Vendor certifies that it is in compliance with the conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health act of 1973 (WISHA), and the standards and regulations issued thereunder and certifies that all items furnished or purchased under the Definitive Agreements will conform to and comply with said standards and regulations. Vendor further agrees to indemnify and hold harmless City from all damages assessed against City as a result of Vendor's failure to comply with these acts and the standards issued thereunder and for the failure of the items furnished under the Definitive Agreements to so comply.

Equal Employment. During the performance of the Definitive Agreements, Vendor agrees that Vendor Personnel performing Services in the United States must be United States citizens or lawfully admitted in the United States for permanent residence or lawfully admitted in the United States holding a visa authorizing the performance of Services on behalf of Vendor.

Vendor shall not discriminate against any Vendor Personnel, applicant for employment, or any member of the public because of race, color, religion, sex, sexual orientation, national origin or any other class protected by federal, state or local employment discrimination laws. Vendor shall ensure that Vendor Personnel are treated equally during employment, without regard to their race, color, religion, sex, sexual orientation, national origin or any other class protected by federal, state or local employment discrimination laws. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

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Use of Subcontractors. Vendor shall not subcontract any of its responsibilities without City's prior written approval, which may be withheld in City's sole discretion. Prior to entering into a subcontract with a third party for the Services, Vendor shall (i) give City reasonable prior written notice specifying the components of the Services affected, the scope of the proposed subcontract, the identity and qualifications of the proposed Subcontractor, and the reasons for subcontracting the work in question; and (ii) obtain City's prior written approval of such subcontractor. City also shall have the right to revoke its prior approval of a subcontractor and direct Vendor to replace such Subcontractor as soon as possible. Vendor shall be responsible for any failure by any Subcontractor or Subcontractor personnel to perform in accordance with the Definitive Agreements or to comply with any duties or obligations imposed on Vendor under the Definitive Agreements to the same extent as if such failure to perform or comply was committed by Vendor or Vendor Personnel. Vendor shall be City's sole point of contact regarding the Services, including with respect to payment.

Compliance With Rules. While at the City facilities, Vendor Personnel shall (i) comply with the rules and regulations that City sets regarding personal and professional conduct (including compliance with City's dress code, the wearing of an identification badge provided by City, and adherence to City's regulations and general safety practices and procedures) generally applicable to such City Facilities, (ii) comply with reasonable requests of City personnel pertaining to personal and professional conduct, and (iii) otherwise conduct themselves in a businesslike manner.

Vendor agrees to immediately remove any Vendor Personnel who engage in Substance Abuse while on City facilities or while performing Services. "Substance Abuse" includes the sale, attempted sale, possession or use of illegal drugs, drug paraphernalia, or alcohol, or the misuse of prescription or non-prescription drugs.

Compensation and Benefits. Vendor shall provide for and pay the compensation of Vendor Personnel and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Vendor or to any Vendor Personnel for Vendor's failure to perform its compensation, benefit, or tax obligations. Vendor shall indemnify, defend and hold City harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

Relation of Parties.

The Contractor, its sub-contractors, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its sub-contractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees.

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The Contractor, sub-contractors, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

IV. Representations and Warranties

General. Vendor represents and warrants that (a) it has all necessary rights, licenses and approvals required to provide the Services and to provide City with the rights in the RMS and City shall be entitled to use the RMS without disturbance; (b) all obligations owed to the third parties with respect to the activities contemplated to be undertaken by Vendor pursuant to the Definitive Agreements are or will be fully satisfied by Vendor so that City will not have any obligations (other than obligations set forth in the Definitive Agreements) with respect thereto; (c) Vendor's obligations under the Definitive Agreements are not in conflict with any other Vendor obligations; (d) Vendor will comply with all applicable Laws in the performance of its obligations under the Definitive Agreements; and (e) Vendor's arrangements with its Subcontractors who provide services to Vendor in connection with the performance of Vendor's obligations under the Definitive Agreements shall be in compliance with the terms and conditions of the Definitive Agreements.

Defects. Vendor represents and warrants that, during the Warranty Period, the RMS and all components thereof shall comply with the Specifications, be free from errors in operation and performance and be free from Defects.

Malicious Code. Vendor represents and warrants that it shall use its best efforts to prevent the introduction and proliferation of any Malicious Code into the RMS or City's information technology environment. Without limiting Vendor's other obligations under the Definitive Agreements, Vendor covenants that, in the event any Malicious Code is found in the RMS or City information technology environment, if such Malicious Code originated in the Equipment, Software or other resources provided by Vendor under the Definitive Agreements, Vendor shall remove such Malicious Code at its expense and indemnify City for all Losses incurred by City as a result of such Malicious Code.

Disabling Code. Vendor represents and warrants that Vendor shall not insert into the RMS any code which could be invoked to disable or otherwise shut down all or any portion of the RMS. Vendor further represents and warrants that no portion of the RMS contains any "back door," "time bomb," "Trojan horse," "worm," "virus," or other computer software

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routines or hardware components designed to (a) permit access or use of either the RMS or City's computer systems by Vendor or a third party not authorized by the Definitive Agreements, (b) disable, damage or erase the RMS or any information or data stored therein.

With respect to any disabling code that may be part of the RMS, Vendor shall not invoke or cause to be invoked such disabling code at any time, including upon expiration or termination of the Definitive Agreements for any reason, without City's prior written consent.

For purposes of this provision, code that serves the function of ensuring software license compliance (including passwords) shall not be deemed disabling code, provided that Vendor notifies City in advance of all such code and obtains City's approval prior to installing such code in the RMS.

Intellectual Property. Vendor represents and warrants that at the time of delivery to City, no element of the RMS and/or methodology provided under the Definitive Agreements is the subject of any litigation (“Litigation”), and (2) Vendor has all right, title, ownership interest, and/or marketing rights necessary to provide the RMS and/or methodology to City and that each License, the RMS System and/or methodology, and their sale, license, and use hereunder do not and shall not directly or indirectly violate or infringe upon any copyright, patent, trade secret, or other proprietary or intellectual property right of any third party or contribute to such violation or infringement (“Infringement”).

Vendor Personnel. Vendor represents and warrants it will provide sufficient Vendor Personnel to complete the Services within the applicable time frames and milestones established pursuant to the Definitive Agreements. Vendor represents and warrants that Vendor Personnel shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a professional and workmanlike manner consistent with industry standards. Vendor represents and warrants that all Vendor Personnel utilized by Vendor in performing Services are under a written obligation to Vendor requiring the Vendor Personnel to maintain the confidentiality of Confidential Information.

Equipment. Vendor represents and warrants that the Equipment, at the Acceptance Date, will be new and free from Defects in materials and workmanship. Vendor further represents and warrants that City shall obtain good and marketable title to the Equipment, free from any lien or encumbrance.

Sizing. Based on Vendor’s studies of City’s existing systems which are to be replaced by the RMS, and the demonstrations, conversations, correspondence, and the Request for Proposal documents, Vendor has gained an adequate understanding of City’s requirements

CITY REQUIREMENTS

pertaining to an integrated RMS to enable performance of the terms of the Definitive Agreements. Based on this in-depth understanding and combining it with Vendor's knowledge and experience with other municipal organizations, Vendor warrants that the proposed system has been sized to meet City's current needs and accommodate growth in the near future.

V. Indemnification

Vendor Indemnification. Vendor agrees to indemnify, defend and hold harmless City and its officers, directors, employees, agents, successors, and assigns from any and all Losses and threatened Losses due to third party claims arising from or in connection with any of the following: (1) Vendor's breach of any of the representations and warranties set forth in the Definitive Agreements; (2) Vendor's breach of its obligations with respect to City Data or City Confidential Information; (3) Occurrences that Vendor is required to insure against pursuant to the Definitive Agreements, to the extent of Vendor's actual coverage under its insurance policies, or in the event Vendor fails to obtain the applicable insurance policy, to the extent of the coverage required therein; provided, however, that this provision shall not limit City's right to indemnity under any other provision of the Definitive Agreements; (4) Claims by government regulators or agencies for fines, penalties, sanctions or other remedies arising from or in connection with Vendor's failure to perform its responsibilities under the Definitive Agreements; (5) taxes, together with interest and penalties, that are the responsibility of Vendor under the Definitive Agreements; (6) the death or bodily injury of any agent, employee, customer, business invitee, business visitor or other person caused by the negligent design, the supply of improper or defective material or workmanship, or the negligence or other tortious conduct of Vendor or Vendor Personnel; (7) the damage, loss or destruction of any real or tangible personal property caused by the negligence or other tortious conduct of Vendor or Vendor Personnel; and (8) any claim, demand, charge, action, cause of action, or other proceeding asserted against the indemnitee but resulting from an act or omission of Vendor or Vendor Personnel in its capacity as an employer or potential employer of a person.

Proprietary Rights Indemnification. Vendor shall indemnify, defend and hold City and all end users and their respective successors, officers, employees, and agents harmless from and against any and all actions, claims, losses, damages, liabilities, awards, costs, and expenses (including legal fees) resulting from or arising out of any Litigation, any breach or claimed breach of the intellectual property representations and warranties made by Vendor, or which is based on a claim of an Infringement and Vendor shall defend and settle, at its expense, all suits or proceedings arising therefrom. City shall inform Vendor of any such suit or proceeding against City and shall have the right to participate in the defense of any such suit or proceeding at its expense and through counsel of its choosing. Vendor shall notify City of any actions, claims, or suits against Vendor based on an alleged Infringement of any Party's intellectual property rights in and to the RMS and/or

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methodology. In the event an injunction is sought or obtained against use of the RMS and/or methodology or in City's opinion is likely to be sought or obtained, Vendor shall promptly, at its option and expense, either (i) procure for City its end users the right to continue to use the infringing portion(s) of the RMS and/or methodology as set forth in the Definitive Agreements; (ii) replace or modify the infringing portions of the RMS and/or methodology to make its use non-infringing while being capable of performing the same function without degradation of performance, or (iii) if a suitable replacement is not able to be provided in a timely manner, refund to City the amount paid for the applicable license.

VI. Contract Price, Charges, Payments and Taxes

Contract Price. The total price for the purchase of the RMS, including but not limited to the purchase of the Equipment, the license of the Vendor Software and the Third Party Software, and the provision of the Documentation and Services (exclusive of periodic maintenance and support Service payments and other time and material Service payments which are to be made in consideration of the performance of maintenance and support and time and material Services) is a fixed price of _____ Dollars (\$_____.00) (the "Contract Price").

Charges. Charges, prices, and fees ("Charges") and discounts, if any, for maintenance and support Services and time and material Services are as set forth in the Definitive Agreements, in a purchase order, or as otherwise agreed upon by the parties, unless modified as set forth in the Definitive Agreements. Upon City's request, Vendor shall provide to City copies of records which substantiate that City has received the Charges and discounts to which City is entitled to under the Definitive Agreements. Except as expressly provided in the Definitive Agreements, Vendor and City shall each bear all of its own expenses arising from performance of its obligations under the Definitive Agreements, including (without limitation) expenses relating to personnel, facilities, utilities, Equipment, supplies, clerical and the like.

Compensation and Schedule of Payments. City shall pay the Contractor at the rates submitted in the Vendor's proposal for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

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Taxes. City shall be responsible for any sales, use, excise, value-added and other taxes and duties payable by Vendor on the Services as a whole or on a particular good or service received by City from Vendor where the tax is imposed on City's acquisition or use of such Services or goods or services from Vendor, and not by Vendor's cost in acquiring the goods or services. The City is not responsible for:

- a) Taxes based upon the net worth, gross income or net income of the Vendor Taxes based upon the franchise of the Vendor;
- b) Taxes based upon the equipment or software, other than that which is licensed in this agreement;
- c) Taxes paid by or for any employee of Vendor.

The Parties will use commercially reasonable efforts to cooperate with each other to enable each to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible. The City reserves the right to review all tax charges and, in no event, will be responsible to pay more than is appropriate or actually paid under applicable law. Vendor will pass on to the City any tax refunds received with respect to the City's previous payment or reimbursement of applicable taxes hereunder.

Each Party shall provide and make available to the other any resale certificates, information regarding out-of-state or out-of-country sales or use of equipment, materials or services, and other exemption certificates or information reasonably requested by either Party. Prior to performing work for the City, Vendor shall secure a City of Vancouver Business License under V.M.C. 5.04.010.

Modifications to Charges. Where a change in an established Charge for any of the maintenance and support or time and material Services is provided for in the Definitive Agreement, Vendor shall give to City at least ninety (90) days' prior written notice of such change. Any increase in a Charge shall not occur during the first twenty-four (24) months of the Definitive Agreements, during the term of the applicable purchase order or during the specified period for performance of Services, whichever period is longer. Thereafter, any increase in a Charge shall (1) not occur unless a minimum of twelve (12) months has elapsed since the effective date of the previously established Charge, and (2) not exceed the lesser of the Consumer Price Index or five percent (5%) of such Charge.

Most Favored Customer. Vendor's charges to City for Services to be provided under the Definitive Agreements shall be at least as low as Vendor's lowest charges to other customers purchasing the same or substantially similar services in comparable or lower volumes. If Vendor offers lower charges to any other customer for the same or

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substantially similar services, Vendor shall adjust the City charges effective as of the date such lower charges were first offered to such other customer.

Set Off. With respect to any amount to be paid or reimbursed by City under the Definitive Agreements, City may set off against such amount any liquidated amount that Vendor is obligated to pay City hereunder.

Withholding of Payment. City shall pay undisputed Charges when such payments are due under the Definitive Agreements. However, City may withhold payment of Charges that City disputes in good faith. If City in good faith disputes any Charges under the Definitive Agreements, City shall notify Vendor of such disputed amount and the basis for City's dispute together with any appropriate information supporting City's position. If City withholds any disputed Charges, City shall pay the undisputed portion of Charges when due. Neither the failure to dispute any Charges or amounts prior to payment nor the failure to withhold any amount shall constitute, operate or be construed as a waiver of any right City may otherwise have to dispute any Charge or amount or recover any amount previously paid.

VII. Termination

Termination for Convenience. City may terminate the Definitive Agreements, or any part hereof, for its sole convenience by giving written notice of termination to Vendor. Upon Vendor's receipt of such notice, Vendor shall, unless otherwise specified in the notice, immediately stop all work thereunder and, to the extent permitted under each applicable subcontract or agreement, give prompt written notice to suppliers and subcontractors to cease all related work. Vendor shall be paid the price specified herein for all non-defective work performed hereunder as of the date of City's termination notice, such payment to be made within thirty (30) business days after Vendor delivers such work to City, in its then current form, free and clear of all liens. Except for costs necessary to implement City's termination directive, Vendor shall not be paid for any work done after receipt of such notice, for any costs incurred by Vendor's suppliers or subcontractors after receipt of City's termination notice, or for work which Vendor could reasonably have avoided. Notwithstanding the foregoing, in no event shall the aggregate charges to be paid by City under this Section exceed the unpaid portion of the Contract Price.

Termination for Cause. Except as provided below by the Section below titled "Termination for Non-Payment," in the event that either Party materially or repeatedly defaults in the performance of any of its duties or obligations set forth in the Definitive Agreements, and such default is not substantially cured within thirty (30) days after written notice is given to the defaulting Party specifying the default, then the Party not in default may, by giving written notice thereof to the defaulting Party, terminate the Definitive Agreements or the

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applicable License relating to such default as of a date specified in such notice of termination.

Termination for Insolvency or Bankruptcy. The City may immediately terminate the Definitive Agreements by giving written notice to the Vendor in the event of (1) the liquidation or insolvency of the Vendor, (2) the appointment of a receiver or similar officer for the Vendor; (3) an assignment by the Vendor for the benefit of all or substantially all of its creditors, (4) entry by the Vendor into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, or

(5) the filing of a meritorious petition in bankruptcy by or against the Vendor under any bankruptcy or debtors' law for its relief or reorganization.

Termination for Non-Payment. Vendor may terminate the Definitive Agreements or a License granted thereunder if City fails to pay when due any undisputed amounts due and such failure continues for a period of sixty (60) days after the last day payment is due, so long as Vendor gives City written notice of the expiration date of the aforementioned sixty (60) day period at least thirty (30) days prior to the expiration date.

Termination for Non-Appropriation. If funding for this project is not allotted by the City for the next succeeding fiscal period by appropriation, appropriation limitation, grant, or other funding source available to it for purposes of the Definitive Agreements, the Definitive Agreements shall automatically terminate at the end of such current fiscal period for which funds have been allocated, without penalty to City. Such termination shall not constitute an event of default under any other provision of the Definitive Agreements, but City shall be obligated to pay all charges incurred through the end of the current fiscal period. City shall give Vendor written notice of such unavailability of funds not later than thirty (30) days after it receives notice of such unavailability.

Rights Upon Termination. Unless specifically terminated as set forth in this Section, all Licenses (and City's right to use the Vendor Software in accordance with such Licenses) and purchase orders which require performance or extend beyond the term of the Definitive Agreements shall, at City's option, be so performed and extended and shall continue to be subject to the terms and conditions of the Definitive Agreements. In the event of termination, the City is permitted to retain a non-production, archival copy of the Software that will be kept for use in the event of a requirement of law, by the IRS, by a regulatory or governmental agency, by the City's auditors, or by judicial direction.

IX. Equipment

Shipment of Equipment. Vendor shall ship any RMS related Equipment, and provide all required software and system manuals and documentation in such manner so as to assure the delivery of such to the City on or before the delivery date specified in the Definitive

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Agreements and in accordance with the Statement of Work ("Delivery Date"). The Equipment shall be shipped by Vendor Carriage and Insurance Paid (CIP under INCOTERMS) so that the Equipment will be delivered by the Delivery Date to the Site. Upon notice to Vendor delivered at least ten (10) days prior to the Delivery Date, City may delay the shipment of the Equipment for a period of up to ninety (90) days. In the event City so notifies Vendor, the Equipment shall be stored by Vendor until City designates a new Delivery Date. For the purposes of the Definitive Agreements, delivery of the Equipment shall be deemed to have occurred when the last of the components of the Equipment (provided such components conform to the Specifications and requirements of the Definitive Agreements) has been delivered to the Site as evidenced by a bill of lading signed by the carrier ("Delivery"); provided that Delivery shall not have occurred if any Equipment not delivered delays the installation and safe operation of the Equipment. Except as otherwise specifically agreed upon by City in writing, City shall not be required to accept early shipment of any Equipment if such shipment would result in delivery of any portion of such Equipment earlier than ten (10) days prior to the Delivery Date for such Equipment. Shipment will be FOB destination Site.

Risk of Loss. Vendor shall retain all risk of loss or damage to the Equipment until the Equipment is delivered to the Site. Risk of loss or damage to the Equipment shall pass to and vest in City upon arrival of the Equipment at the Site. City shall be responsible for all risk of physical loss or damage to the RMS (except loss or damage due to the fault or negligence of Vendor), following delivery of the Equipment to a secure location provided by City at the Site.

Passage of Title. Title to the Equipment shall vest in City upon acceptance of the RMS, and Vendor shall promptly execute and deliver to City written documentation which shall be effective to confirm in City good and marketable title to the Equipment being purchased, free and clear of all obligations, mortgages, liens, pledges, custodianship, security interests, or any other encumbrances, claims, or charges of any kind whatsoever.

Equipment Maintenance. Vendor agrees to provide on-site maintenance services on inoperable Equipment which are necessary to return the Equipment to good operating condition. All such Equipment maintenance shall be performed during the days and hours, and within the response times, set forth in the Definitive Agreements for each piece of Equipment. Vendor will at no additional charge, provide new replacement parts for the Equipment on an exchange basis required as a result of normal use during the Warranty Period. Parts removed become the property of Vendor. Service or parts required for the Equipment as a result of other than normal use (e.g., accident, fire, lightning, water damage, negligence, misuse or repairs, alterations or modifications performed by persons not authorized by Vendor) are not included and are charged at Vendor's rates set forth in the Definitive Agreements. Service requested by City to be performed at times other than

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during the Principal Period of Maintenance for such Equipment shall be subject to Vendor's personnel availability and charged to City at rates set forth in the Definitive Agreements.

Vendor will also provide assistance by telephone to answer urgent and immediate questions during the Principal Period of Maintenance. All services to be performed hereunder may be performed by Vendor or by third parties designated by Vendor. All Vendor Equipment Maintenance Services shall be conducted in accordance with the terms contained in the Definitive Agreements.

XI. Vendor Software

Grant of License. Vendor grants City and City has a nonexclusive, irrevocable, fully paid, royalty-free, perpetual license to use, execute, store, reproduce, modify, create derivative works of, publicly perform and publicly display, by all means now known or later developed, the Vendor Software and Documentation, in accordance with the terms and conditions of the Definitive Agreements, on behalf of City (a "License"), in connection with City's use of the RMS. City may relocate the Vendor Software onto any hardware or equipment which City may at any time acquire to replace or upgrade the Equipment.

The foregoing License permits City to create, and to engage third parties to create on City's behalf, derivative works of the Vendor Software as may be necessary to modify, maintain, support and update the Vendor Software.

Copies of License. City may make two (2) archival copies of the Vendor Software, plus as many copies of both the client and server components of the Vendor Software as are necessary and proper under the normal back-up procedures which are utilized by City.

Permitted Use. Any License granted under the Definitive Agreements permits City to concurrently (1) use the Vendor Software in a production environment as described in the Request for Proposal and the Proposal and performing disaster recovery, disaster testing, training, and backup as City deems necessary, (2) use the Vendor Software in a test environment and (3) use, copy and modify Documentation for the purpose of creating and using training materials relating to the RMS and the Vendor Software. Access to and use of the RMS and the Vendor Software by independent contractors of City shall be considered authorized use under the Definitive Agreements.

APIs. Vendor shall provide to City a complete set of the standard file transfer interfaces and database formats for the Vendor Software, and City shall have a license to use such materials for purposes of developing interfaces to other City database and computer systems, as well as to any third party software that may be licensed by City.

Proprietary Markings. City shall not remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Vendor Software.

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Duplication of Documentation. City may duplicate Documentation, at no additional charge, for City's use so long as all required proprietary markings are retained on all duplicated copies.

Ownership of Vendor Software and Modifications. The Vendor Software shall be and remain the property of Vendor or third parties which have granted Vendor the right to license the Vendor Software and City shall have no rights or interests therein except as set forth in the Definitive Agreements. City shall be entitled to modify the Vendor Software and to develop software derivative of or interfacing with the Vendor Software. All modifications of and software derivative of the Vendor Software developed by City shall be and remain the property of City, and Vendor shall have no rights or interests therein.

Termination of Vendor Software License. City may terminate any License for any reason by providing written notice to Vendor. If City elects to so terminate a License, City shall return to Vendor or, at City's option, destroy, all copies of the Vendor Software and Documentation in City's possession which are subject of the terminated License, except as may be necessary for archival purposes as noted above.

Ownership of City Data

The City retains all title, right, interests and ownership to all City Data. In the event of a termination of this Contract for any reason, the Vendor shall return all City Data to the City in the Vendor's possession, including all records and data maintained in the RMS. The records and data maintained in the system shall be returned to the City in a non-proprietary format, without technical restrictions or need for de-coding, suitable for reproduction and use by computer and photocopy equipment, and shall consist of a full language statement comprising the City Code and complete data documentation which comprises the design specifications, file types and formats, and all other material necessary to allow a reasonably skilled programmer or analyst to maintain and reuse the records and data without the assistance of Vendor or third-party software that places restrictions on access to the records and data in any way. The vendor agrees no service charge or cost will be assessed to the City for return of City Data or deletion of City Data. City Data which is deemed to be images or attachments to records within the RMS shall be returned separately in their native format and not bundled together with other records and data. All data maintained in the RMS shall be provided in a data-delineated format.

Cost of Delays

The parties recognize that calculation of damages for delays in performance will be impossible to calculate with perfect precision. To that end, the parties agree that the City will be paid an amount equal to 1.5% of the total contract amount for each day the RMS is not accessible to users due to a system or technical failure in the Vendor's technology environment, including its servers and software, whether hosted inside or outside Vendor's

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facilities. This amount is estimated to fairly represent the approximate harm caused to the City by such delays and shall begin 24 hours after the system failure occurs.

Software Maintenance and Support

General. The support Services set forth below for the Vendor Software shall be provided by Vendor to City during the Warranty Period at no charge to City. Thereafter, such support Services shall be provided by Vendor, upon City’s request, for either a fixed or open-ended term, at the applicable Charges set forth in the Definitive Agreements.

Vendor agrees to provide support services for the Vendor Software for a period of not less than five (5) years from the expiration of the Warranty Period. City may discontinue such support Services at any time by providing thirty (30) days’ advance written notice to Vendor. If such support Services were provided by Vendor for an open-ended term, City shall promptly receive a refund of pre-paid support Charges which reflects the amount for discontinued support Services after the effective date of the notice.

Improvements and Updates. Vendor shall provide to City all upgrades, modifications, improvements, enhancements, extensions, and other changes to Vendor Software developed by Vendor (“Improvements”) and all updates to the Vendor Software necessary to cause the Vendor Software to operate under new versions or releases of the Vendor Software’s current operating system(s) (“Updates”) which are generally made available to other customers of Vendor as part of Vendor’s standard software maintenance program.

Availability. Vendor shall provide maintenance and support for the Vendor Software 24 hours a day, 7 days a week.

Response and Repair Times. Vendor shall respond to City requests for support, provide workarounds and patches for the Vendor Software within the time frames set forth in the Definitive Agreements, which time frames will be determined based on the nature and severity of the Defect.

Version Support. Vendor Software maintenance support provided by Vendor shall be for (i) the most current revision level of the most current production version and (ii) previous production versions for a minimum of 24 months after the previous version is superseded. Support for earlier production releases is available via a customized support agreement with Vendor.

Defects. Vendor shall promptly notify City of any Defects, errors or malfunctions in the Vendor Software or Documentation of which Vendor becomes aware from any source and shall promptly provide to City modified versions of Vendor Software or Documentation which incorporate corrections of any Defects.

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Revisions. Vendor shall provide to City any revisions to the existing Documentation developed for the RMS and the Vendor Software or necessary to reflect all Corrections, Improvements, or Updates.

XIII. Third Party Software

Procurement of Third Party Software. Vendor shall procure, on City's behalf, any Third Party Software needed, and City shall execute and deliver the license and maintenance agreements for the Third Party Software. City shall comply with all reasonable terms and conditions of such agreements, provided that Vendor may serve as City's agent for purposes of obtaining and implementing the items and services contemplated by such agreements.

Third Party Warranties and Guarantees. Vendor shall obtain from all suppliers of the Third Party Software, all standard guarantees and warranties normally provided on all machinery, equipment, services, materials, supplies and other items used in connection with the performance of the Services, including all such machinery, equipment, materials and other items which are incorporated into the RMS. Vendor shall obtain from each such supplier guarantees and warranties which are assignable to City and upon request of City, obtain an option for City to purchase a guarantee or warranty from such suppliers if commercially available at City's expense. Vendor shall enforce all guarantees and warranties until such time as such guarantees or warranties expire. Such guarantees and warranties shall, to the extent they have been made assignable, be transferred to City upon expiration or termination of the Definitive Agreements. Such guarantees and warranties shall, to the extent they have been extended, be transferred to City upon termination of the Definitive Agreements. Vendor shall, to the extent that a warranty or guaranty has been extended or made assignable to City deliver to City copies of all such guarantees and warranties and relevant extracts from all related technical specifications.

XIV. Source Code.

Provision of Source Code. City's ability to adequately utilize Vendor Software will be materially jeopardized if Vendor fails to maintain or support such Vendor Software unless complete Source Code for the Vendor Software and related Documentation is made available to City for City's use in satisfying City's maintenance and support requirements. Therefore, Vendor agrees that if an "Event of Default" occurs, then Vendor shall promptly provide to City one copy of the most current version of the Source Code for the affected Vendor Software and associated Documentation in accordance with the following:

- (a) An Event of Default shall be deemed to have occurred if Vendor: (1) ceases to market or make available maintenance or support Services for the Vendor Software during a period in which City is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and Vendor has not promptly cured such failure

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despite City's demand that Vendor make available or perform such maintenance and support; (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings; (3) ceases business operations generally or (4) has transferred all or substantially all of its assets or obligations set forth in the Definitive Agreements to a third party which has not assumed all of the obligations of Vendor set forth in the Definitive Agreements.

- (b) Vendor will promptly and continuously update and supplement the Source Code as necessary with all Corrections, Improvements, Updates, releases, or other changes developed for the Vendor Software and Documentation. Such Source Code shall be in a form suitable for reproduction, and use by computer and photocopy equipment, and shall consist of a full source language statement of the program or programs comprising the Vendor Software and complete program maintenance documentation which comprise the pre-coding detail design specifications, and all other material necessary to allow a reasonably skilled programmer or analyst to maintain and enhance the Vendor Software without the assistance of Vendor or reference to any other materials.
- (c) The governing License for the Vendor Software includes the right to use Source Code received under this Section as necessary to modify, maintain, and update the Vendor Software.
- (d) Upon request by City, Vendor will deposit in escrow with an escrow agent acceptable to City and pursuant to a mutually acceptable escrow agreement supplemental to the Definitive Agreements, a copy of the Escrow Materials which corresponds to the most current version of the Vendor Software in use by City. Vendor shall pay all fees of the escrow agent for services provided. If Vendor currently maintains or enters into an escrow agreement for the Source Code for the Vendor Software for the benefit of other customers of Vendor, then Vendor shall provide to City a current copy of such escrow agreement within ten (10) days of City's request and if such existing escrow agreement is acceptable to City, Vendor shall include City as a third party beneficiary of such escrow agreement at no charge to City. In such case, the existing escrow agreement shall be considered a supplemental agreement to the Definitive Agreements. If such existing escrow agreement is not acceptable to City, and City and Vendor elect not to enter into a separate escrow agreement, City and Vendor shall enter into an amendment to such existing escrow agreement which provides mutually acceptable terms and conditions; at a minimum, such terms and conditions shall allow City to conduct an audit of, or shall require that the escrow agent conduct an audit of, the copy of Escrow Materials in escrow to ensure that such copy meets the requirements established in this Section. Vendor's entry into, or failure to enter into, an agreement with an escrow agent or to deposit the described materials in escrow shall not relieve Vendor of its obligations to City described in this Section.

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(e) If, as a result of an Event of Default, Vendor fails to provide required support Services, then any periodic license fee which City is required to pay under the Definitive Agreements for Vendor Software shall be reduced to reflect such lack of support Services. At such time as Vendor commences offering the support Services described in the Definitive Agreements for Vendor Software, City may obtain such support Services as provided for elsewhere in the Definitive Agreements.

Rights in Bankruptcy. Vendor acknowledges that the grant of license is made, and the Definitive Agreements are entered into, in contemplation of the applicability of §365(n) of the U.S. Bankruptcy Code. **This Agreement shall be interpreted in accordance with the Intellectual Property Bankruptcy Protection Act of 1988, including, but not limited to 11 U.S.C. § 365(n). The parties expressly agree and acknowledge that the licensed Software is “intellectual property” as defined by § 101(35A) of the United States Bankruptcy Code.**

XV. System and Data Security

Vendor represents and warrants that its RMS, employees, contractors, partners and agents are fully compliant with current FBI Criminal Justice Information Services Security Policy. Vendor and its employees, contractors, partners, and agents further represent and warrant that it will not mine or otherwise process City Data for any purpose not explicitly authorized in the Definitive Agreement. The Vendor may process or analyze data as necessary for ongoing and routine performance monitoring to ensure continuity of service and/or to project future dynamic provisioning requirements. The Vendor further represents and warrants that it conducts regular audits of the RMS and associated systems to monitor for unauthorized access and access attempts, conducts regularly scheduled penetration tests, maintains a sufficient firewall to prevent unauthorized access to the RMS and associated systems.

The Vendor will maintain the integrity of City Data through physical or logical separation between the storage and services provided to the City, and storage and services provided to other persons or entities that are not explicitly authorized to share City Data as per the Definitive Agreement.

City Data may not be commingled with non-City Data in servers utilized for the RMS, or modified in any way that compromises the integrity of the data. The Vendor must maintain records of access to City Data sufficient to allow the City to establish a clear and precise chain of custody for all City Data. The Vendor shall notify the City if and when it changes the physical location in which City Data is stored.

Security Documentation

The Vendor shall provide a Certificate of Proof of Cybersecurity issued or approved by a duly authorized organization with appropriate credentials to verify the technical and operational capabilities and practices of the Vendor.



ADDENDUM NO. 1

Project: RFP 17-18 POLICE RECORDS MANAGEMENT AND REPORT WRITING SYSTEM

Date: JUNE 20, 2018

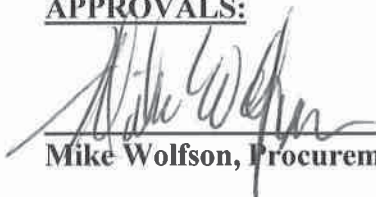
This Addendum shall become as fully a part of the above-named project drawings, specifications and bid documents as if therein written and shall take full and complete charge over anything therein written contained to the contrary. Each bidder shall be responsible for reading this Addendum to ascertain to what extent and in what manner it affects the work to be performed.

THIS ADDENDUM DOES NOT CHANGE THE DUE DATE FOR PROPOSALS:

Solicitation Documents

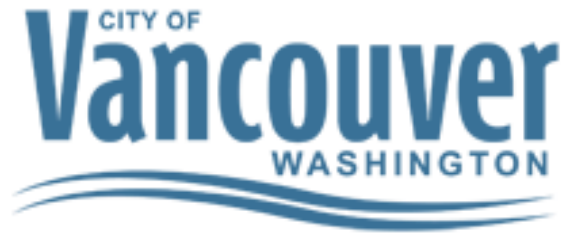
REPLACE original solicitation documents released for this project with herein attached version. **UPDATED** documents include Appendices not previously released

APPROVALS:



Mike Wolfson, Procurement Specialist

Date: 6/20/18



REQUEST FOR PROPOSALS (RFP 17-18)

For a

Police Records Management and Report Writing System

Due date: July 30, 2018

Contact: Mike Wolfson

Mike.Wolfson@cityofvancouver.us

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I. GENERAL INFORMATION

The City of Vancouver is seeking proposals from qualified companies to provide an integrated law enforcement records management and report writing system. Request for Proposal packets may be examined at Vancouver City Hall, Document Viewing Table, 1st Floor Lobby, 415 W. 6th Street, Vancouver, Washington, or online at: <https://vancouver.procureware.com>.

It is the sole responsibility of the proposer to learn of Addenda, if any. Such information may be obtained at the above link. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to proposers who fail to check for addendums and submit inadequate or incorrect responses.

The City of Vancouver is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged and Women's Business Enterprises in contracting activities.

Timeline

Event	Date
RFP Issued:	June 18 th , 2018
Questions Due:	July 6 th , 2018
Questions Answered:	July 13 th , 2018
Proposal Due Date:	July 30 th , 2018
Short-listed Vendors Contacted:	August 24 th , 2018
Vendor Demonstrations:	September 24 th -28 th , 2018
Vendor Site Visits:	September 4 th -28 th , 2018
Vendor Selection:	September 30 th , 2018

Questions or Requests for Clarification

Questions regarding the RFP must be sent to Mike Wolfson, Procurement Specialist, at Mike.Wolfson@cityofvancouver.us and be received by 3:00 p.m. Pacific time, **July 6th, 2018**. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be released no later than 5:00 p.m. Pacific time, **July 13th, 2018**.

Submission of Proposals

Proposals may be submitted in person, via US Mail, or parcel delivery. Proposals should be concise and only include information requested.

- Proposers to provide: **1** signed, original copy of Proposal, **5** paper copies of Proposal and **1** electronic copy of Proposal on a **CD or USB thumb drive** (MS Word, MS Excel compatible and .PDF formatted files)
- Page size: **8.5" x 11"** using the forms herein
- Minimum font size: **12** point
- Save entire proposal as a single .PDF in the order listed on p. 13 herein utilizing the same formatting and numbering scheme provided herein.

Sealed proposals must be received by the City no later than 3:00 PM (Pacific Time), **July 30th, 2018**. Submissions received after the specified time will not be accepted. The City of Vancouver is not responsible for delays in delivery. Official delivery time shall be documented by City affixed time stamp. No proposer may withdraw their proposal after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding ninety days (90) days. Proposals must be in a sealed envelope, and clearly marked "RFP #17-18." Proposals submitted by FAX or EMAIL will NOT be accepted.

Mailed Proposals

All responses to this request that are mailed through the United States Postal Service must be addressed to (the United States Postal Service (USPS) will NOT deliver to the street address):

*Procurement Services Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668*

In-person Deliveries of Proposals

In-person deliveries of proposals should be addressed and delivered to:

*Procurement Services Manager
City of Vancouver
Customer Service Desk
1st floor lobby
415 W. 6th Street
Vancouver, WA 98660*

Please be advised that USPS deliveries requiring a signature may not be delivered in a timely manner as our receiving point is not staffed at all times and may not be available to sign at the time of delivery.

The City reserves the right to cancel this Request for Proposals or reject any and all proposals submitted or to waive any minor deviations from the Request for Proposal if the best interest of the City would be served. Proposers may not withdraw proposals after the hour set for opening, unless award of contract is delayed for more than **ninety (90) days**.

II. PROJECT OVERVIEW

The Vancouver Police Department is soliciting proposals for the replacement of its records management and report writing system. The Department is seeking an off-the-shelf integrated solution that will meet its requirements with minimal customization. It should be capable of being fully operational for all users with minimal impact to City resources within the time frame mutually agreed to by the selected proposer and the City. The system will be expected to be installed and operational during the second quarter of 2019. The selected proposer will be contractually required to meet the agreed upon deadline. Proposers are encouraged to submit proposals for systems that best meet the needs of the Department, whether it is a cloud-based or on-premise solution.

General Overview of Desired System Functionality

The desired solution will be a system designed specifically for law enforcement operations which allows users to enter and search for various types of reports, data and attachments from both mobile and desktop computers in a seamless and user-friendly manner. Users should be able to save and close a report that is not yet finished and seamlessly continue writing that report at a later time and at another location without having to take additional interim steps including uploading or searching. During the time that a report is considered a draft and not yet complete and approved, reports should be viewable and searchable by other users, such that the data within unfinished reports can be queried. The system should automatically pre-populate data into reports including time, date, location, names, vehicles and case numbers, as described herein. If the pre-populated data is already in the system, any changes to the data made by the user should update the respective master record while retaining the record's historical data as well.

Additionally, the system shall be easily searchable in a way that enables users to enter search criteria in any manner, including searching individual data fields or combinations thereof, or using partial or full information in one global search field that will return any and all records that encompasses the data entered. The system should enable users to build and save custom search queries for re-use at any time.

The desired system will be highly user-friendly, requiring minimal fields to be completed, minimal steps to review and approve reports, minimal redundant data entry, and minimal steps to comply with and submit crime data to the Washington Incident-based Reporting System. It should enable easy analysis of crime trends and criminal investigative and intelligence information, and employee performance metrics.

The ideal system will also include a robust property and evidence management function with the ability to document the collection, processing, management, and disposal of large quantities of property in a highly automated and efficient fashion.

For all requirements herein, by submitting a response and participating in the RFP process, you are indicating the requested functionality is available today as your current system exists. Do not indicate in your written response, or in any system demonstration conducted as part of the RFP process, information regarding functionality that may be available in the future.

The Vancouver Police Department requires a system that is fully compliant with current FBI Criminal Justice Information Services (CJIS) Security Policy which includes functionality for:

- Police incident, arrest and supplemental reporting which conforms to Washington State’s Incident Based Reporting System
- Police field interviews/contacts
- Police property and evidence management
- Police case management
- Crime analysis
- Protection orders
- Warrants
- Integrated criminal and vehicle information systems queries

The term “RMS” is generically used herein to represent both the records management and reporting writing components of the new system.

Vancouver Police Workload Measures, Current Environment, and Interfaces

Item	Description
Number of users:	218 sworn personnel and approximately 75 administrative support users
Current RMS:	Versadex by Versaterm
Current report writing application:	Versadex Mobile Report Entry Version 8.0.11
Current CAD:	Hexagon CAD Version 9.3 MR6
Number of incident reports:	54,146
Number of criminal description records:	17,565
Number of attachments:	333,000
Number of supplemental reports:	29,730
Number of field interviews:	7,806
Number of citations:	18,736
Number of name records:	158,892
Number of vehicle records:	44,507
Number of property records:	55,193

Existing Technology Systems Requiring Interfaces

Interfaces will be developed and implemented by the selected bidder. Below are the systems requiring interfaces. The information that is available to assist with these interfaces is either listed below or included herein as an appendix. If further information is needed, please submit a request to the contact listed for this RFP.

Function	System	Notes
GIS	ESRI	The City's GIS infrastructure is provided by Clark County. The GIS data delivered to the current RMS includes layers, address data, and place names. The dataset is created with custom scripts that extract the data, and write it to GIS shape files.
Criminal Histories, NCIC, Driver's License Queries	Washington Criminal Information Center (WACIC)	Washington agencies access WACIC via a Washington State Patrol system known as "A Central Computerized Enforcement Service System" (ACCESS). http://www.wsp.wa.gov/secured/access/docs/xml_resources/XML_Resource_Center/intro.htm Also see: https://www.wsp.wa.gov/secured/access/ Washington State Patrol is currently changing from a text-based messaging system for system entries and returns to an XML based system. The exact time this change will be completed is not known at this time and as such, the selected vendor is expected to provide an interface under the current technical environment as of the date work is completed. Related system specifications for the new RMS are described in Appendix K.
Collision Reporting and Traffic Citations	Statewide Electronic Collision & Ticket Online Records (SECTOR)	Traffic accidents and citations are written into SECTOR, a Washington State Patrol application. The selected vendor will be expected to provide an interface between the RMS and Electronic Traffic Information Processing (eTRIP), the application that enables the transport of data entered into SECTOR. See Appendix J. for details regarding this interface. Related system specifications for the new RMS are listed in Appendix K.
NIBRS Reporting	Washington Association of Sheriffs & Police Chiefs Repository (WASPC)	Washington's crime reporting program, the Washington Incident-based Reporting System (WIBRS) maintains user and technical specifications, tables, and coding information here: http://www.waspc.org/cjis-training--manuals---reference The selected vendor is expected to ensure their system produces NIBRS data conforming to WIBRS standards. WIBRS data is sent electronically via WASPC. System specifications related to NIBRS functionality are listed in Appendix K.

CAD	Hexagon CAD	Calls for service and dispatching operations for Vancouver Police are provided by the Clark Regional Emergency Services Agency (CRESA). The CAD system, maintained by CRESA, is a Hexagon product. The vendor has an interfacing tool and has stated it will be available upon request. Related system specifications for the new RMS are listed in Appendix K.
City and County Attorney's Case Tracking System	Tiburon	The current RMS interfaces with a Tiburon case management system in place at the City and County prosecutors' offices, which is no longer supported. Related system specifications for the new RMS are listed in Appendix K. The Vancouver City Attorney's Office is evaluating the need for an updated system. The exact time this change will be completed is not known at this time and as such, the selected vendor is expected to provide an interface under the current technical environment as of the date work is completed.
Crime Analysis	<ul style="list-style-type: none"> • LexisNexis Accurint • LlnX Northwest 	<p>The Vancouver Police Department utilizes Accurint, a crime analysis software application, to conduct certain crime analysis functions. See Appendix H. for information regarding this system.</p> <p>The Law Enforcement Information Exchange Northwest is a system maintained by Northrop Grumman, and is used by numerous agencies to share criminal justice records. Participating agencies' records are searchable via this system. Contact PublicSafety@ngc.com to obtain interfacing requirements to the LlnX Northwest system. Related system specifications for the new RMS are listed in Appendix K.</p>
Clark County Sheriff's Office	EIS RMS/JMS	The Vancouver Police Department utilizes the Clark County Jail for the processing and housing of persons arrested by their officers. Persons arrested are booked in via a web-based pre-book form that officers complete. The data in this form populates Clark County's Jail Management System and contains information about the person arrested and their criminal charges. The pre-book form, JMS and RMS at Clark County are EIS systems utilized by Vancouver Police for the arrest/booking process. An interface to this system is desired which would limit redundant data entry of arrested persons and also ensure that booking photos are imported into the RMS. Related system specifications for the new RMS are listed in Appendix K. Also see Appendix I. for details.

Agency Background

The City of Vancouver encompasses 51.84 square miles, has an estimated 2018 population of 185,000 and is projected to exceed 200,000 within the next 10 years. The City is located on the I-5 corridor and extends along the shore of the Columbia River, 100 miles upstream from the Pacific Ocean. It lies directly across the river from Portland, Oregon, and is the southern gateway to the State of Washington.

The City is responsible for vital municipal infrastructure and urban services. It builds and repairs roads, maintains water and sewer service, provides fire and police protection as well as parks and recreation programs, administers land use policy and takes an active role in Vancouver's commercial and industrial development.



Vancouver has a council/manager form of government with a city council comprised of the mayor and six councilmembers who set policy and direction. The city manager oversees the day-to-day operations of the City.

Police services in the City of Vancouver are provided by the Vancouver Police Department (VPD). VPD is a professional, progressive and innovative law enforcement agency. The department practices community-oriented policing, and its mission is to partner with the community to preserve life, protect property and enhance livability through equitable law enforcement and effective use of resources.

Vancouver Police Officers predominantly work out of two precincts. The precinct boundaries were fashioned based on call volume, geography and population. West Precinct is located at 2800 NE Stapleton Road, and is home to patrol officers, the Property Crimes Unit, Major Crimes Unit, Traffic Unit, Special Operations,



Tactical Services, the Digital Evidence and Cybercrime Unit, Safe Streets Task Force, Special Investigations Unit, Training, and the Records Division. East Precinct is located at 520 SE 155th Avenue, and supports patrol operations on the east side of the city.

Each precinct has two geographical areas called districts (1-4), and each district is divided into four or five beats (11-44). Beats are configured based on population and call volume, but also align with the boundaries of neighborhood associations. Patrol officers work within these districts and beats, and each precinct also staffs Neighborhood Police Officers, Police Service Technicians and a Neighborhood Response Team, to support patrol operations.

In addition to the precincts, VPD personnel work out of several other locations. These include a Headquarters building, evidence facility, Children’s Justice Center, Elder Justice Center, and the Domestic Violence Center.

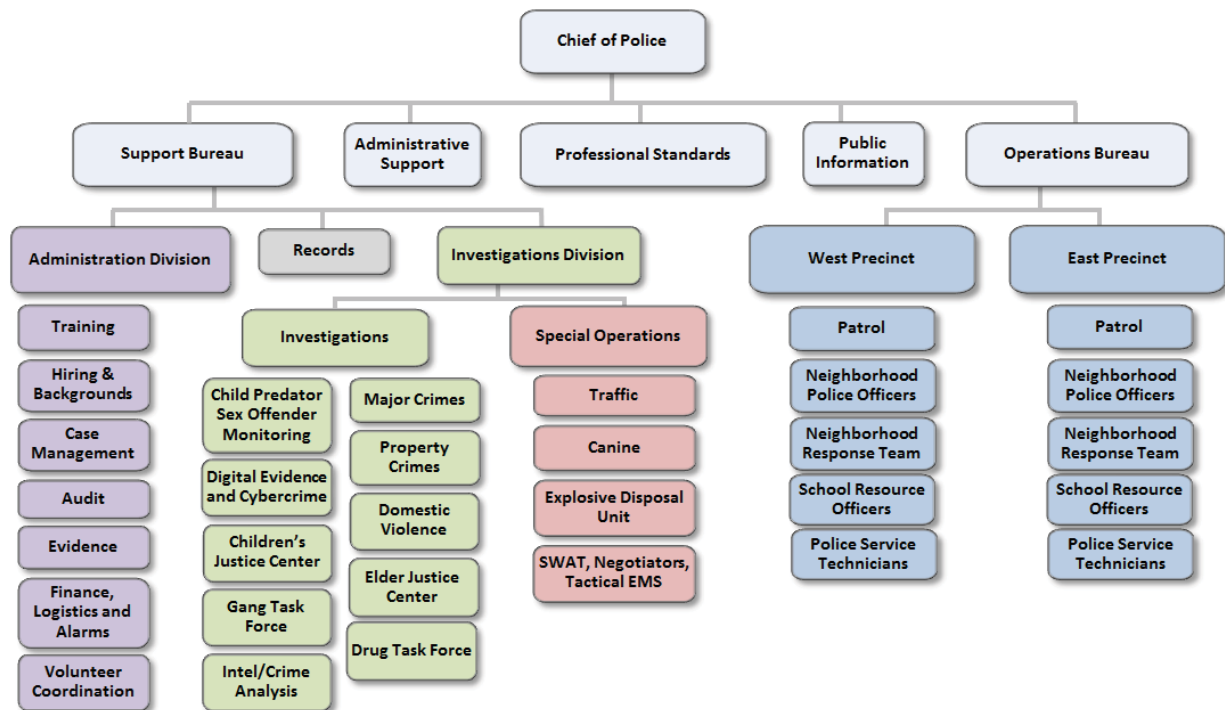
VPD is currently authorized for 218 sworn staff and 54.5 civilian staff. Sworn staff include the chief, assistant chiefs, commanders, lieutenants, sergeants, and officers. The chief of police plans, directs, manages and oversees all the activities and operations of the police department. The assistant chiefs plan, manage, and coordinate the activities and operations of either the Operations or Support Bureau. Commanders and lieutenants function as members of the leadership team, assisting in the creation and execution of management decisions and serving as liaisons with personnel. Sergeants are mid-level supervisors responsible for the daily assignment, supervision, training and mentoring of personnel. Corporals perform field-based supervisory duties when assigned, in addition to the duties of an officer. Finally, officers are generally assigned to patrol a designated geographic area of the City, although officers may also work in specialty investigative units.

In addition to commissioned personnel, VPD also has civilian staff members providing a range of vital duties to support department operations through administrative support, finance and logistics, community service, crime analysis, computer crimes, records, and evidence management.

Position Title	Number of Personnel
Chief	1
Assistant Chief	2
Commander	4
Lieutenant	8
Sergeant	30
Corporal	17
Officer	146
Crime Analyst	3
Evidence Technician	4
Other Civilian	16.5
Police Service Technician	10
Police Records Personnel	23

- Police Records Specialists perform a variety of specialized clerical tasks in the processing and maintenance of police records. They process police reports, warrants, citations, and other enforcement related documents, and respond to requests for information and records from officers, city departments, outside agencies, and the public. They also provide administrative and clerical support for police operations. In addition to serving as a front-line contact for routine phone calls and walk-in customers, records specialists track officer court scheduling and overtime, order and re-stock office supplies, handle mail and deliveries, and provide general office support for various department functions.
- Police Service Technicians, or PSTs, provide uniformed support for police operations in both precinct and field settings. PSTs take crime reports and assist with other non-emergency functions to free officers for emergency response, proactive policing strategies, and investigations, enhancing operational efficiency and service to the community.
- Crime Analysts provide statistical and analytical research to assist law enforcement with identifying and addressing criminal activity patterns to promote community safety and effective use of resources.

- Evidence Technicians are responsible for maintaining the integrity of evidence and property. They manage the inventory of items seized as evidence during investigations, and other found property or articles taken for safekeeping. The evidence facility currently holds over 55,000 items of evidence.
- Support Specialists provide administrative and clerical support for police operations.



The City of Vancouver is located in Clark County, and works closely with several partners in the local criminal justice system to successfully prosecute defendants. Court is conducted at the Clark County Courthouse. The Vancouver City Attorney's Office prosecutes misdemeanors, while the Clark County Prosecuting Attorney's Office prosecutes felonies and juveniles. The City and County jointly staff and operate a Domestic Violence Prosecution Center which prosecutes domestic violence crimes, and there is a Children's Justice Center, Elder Justice Center and Drug Task Force. All of these partner agencies depend on quick and reliable access to police reports and associated data generated and collected by VPD officers.

Current RMS

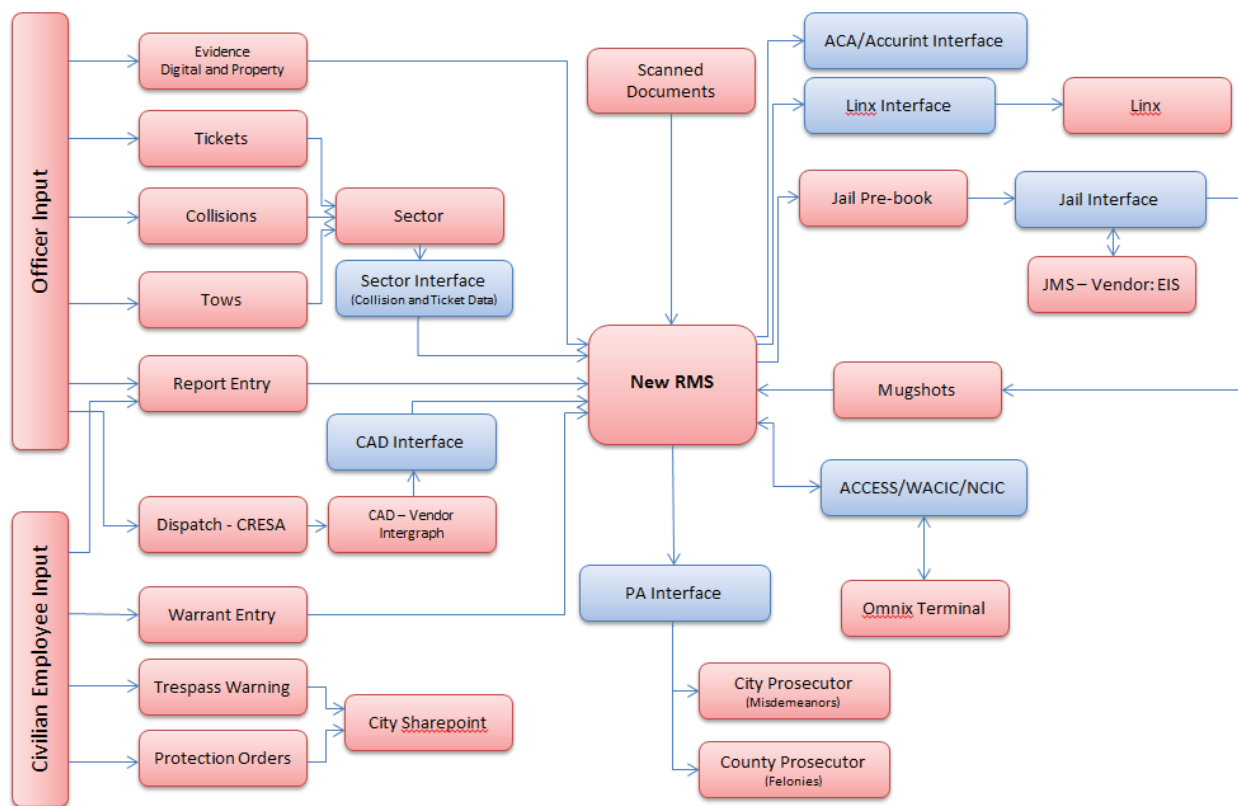
In May 2009, the Portland Police Bureau, in collaboration with 18 police agencies in Washington and Oregon, entered into an inter-agency agreement to implement a jointly shared law enforcement records management system to enable the sharing of criminal records and intelligence information throughout the region. The consortium ultimately grew to 44 participating agencies.

The Portland project, known as the Regional Justice Information Network (RegJIN), involved the establishment of a project governance committee comprised of representatives from each participating agency. After a competitive purchasing process, a system was selected in 2013. The system went live in April of 2015.

After a short time, several factors contributed to RegJIN agencies opting out of the agreement and initiating efforts to purchase their own records management systems. As more members have left, the long-term viability of the project has been compromised. Accordingly, VPD is seeking to purchase a new RMS for the agency.

The City maintains a full-time IT Department which will make staff available to assist with this project. The police department also has a project team in place. These individuals will be available as resources to assist with subject matter expertise, coordination of resources, and facilities access.

Vancouver Police Department Proposed Records Management System Diagram



Vendor Qualifications

Companies bidding on this project shall specialize in law enforcement records management software systems and be able to provide references from similar sized agencies to that of the Vancouver Police Department that have purchased and implemented the vendor's proposed system within the last five years.

III. FORMAT OF PROPOSALS

These instructions were prepared to aid in proposal development. They also provide for a structured format so reviewers can systematically evaluate all proposals. Each copy of the proposal package must include all sections in the order indicated below.

Bidders shall submit proposals according to the requirements, order and proposal specifications described in this section. Do not include additional marketing or other material.

Once all forms have been completed, combine all forms into a single .PDF file.

SECTION	TITLE	CONTENT and INSTRUCTIONS
Section I.	General Information Form (Appendix A.)	Complete Appendix "A" herein. It should be the cover sheet of the proposal. This form must be signed by a person authorized to represent your company and this project and to enter into contract negotiations on its behalf, who is at least 18 years of age.
Section II.	Company Information Form (Appendix B.)	Complete Appendix "B" herein.
Section III.	Scope of Work (Appendix C.)	See Appendix "C" herein for instructions.
Section IV.	References (Appendix D.)	Complete Appendix "D" herein.
Section V.	RFP Exceptions (Appendix E.)	Complete Appendix "E" herein. If you have no exceptions, enter "N/A" in the form.
Section VI.	Price (Appendix F.)	Complete Appendix "F" herein.
Section VII.	System Specifications (Appendix K.)	Complete Appendix "K" herein.

IV. EVALUATION PROCESS

The City expects the vendor to perform the related professional services (e.g. best practices guidance, training, project management, implementation, integration) related to the implementation of the RMS in a timely and professional manner with experience gained from successfully implementing the proposed solution at comparable U.S. municipalities with similar requirements.

The ideal vendor(s) shall have experience in successfully implementing police records management systems for similar sized and purposed agencies. The selected vendor shall be responsible for the final City approved design, installation, and implementation of the system including development of user acceptance testing, training, system integration and connectivity to existing resources.

This RFP process seeks to provide the best overall solution for the City. Total cost of ownership will not be the only factor in making the determination. Other factors that may contribute to the selection process include but are not limited to:

- Completeness and clarity of the proposal in response to this RFP
- Flexibility to meet the City's terms and conditions for this project
- Project approach and understanding of the City's objectives and requirements
- Vendor's implementation methodology and success
- Vendor's installed base and experience with similar customers to the City
- Feedback from customer references
- Vendor and solution viability, vision and ability to meet the City's requirements in the future
- Ability to meet the City's requirements (software functionality, usability, performance, flexibility, integration, and technology)
- Total Cost of Ownership, and quality of ongoing maintenance and support

The City will determine the most qualified proposer based on the Evaluation Criteria listed herein using predetermined weights and the responsiveness of the proposal.

The City reserves the right to develop a short list of proposers based on the evaluation of proposers utilizing the evaluation criteria listed herein. The City also reserves the right to request additional information, conduct conference calls to go over the response, or take any other action it deems necessary to do a thorough and objective evaluation of each response including conducting background/due diligence research on bidding companies.

Evaluation Criteria and Scoring

Each bidder in response to this RFP will be evaluated and scored as follows:

Phase I	Written proposal	40 Points maximum based on the below listed criteria:
	Section III: Scope of Work	15 points maximum
	Section IV: System Specifications	15 points maximum
	Section VII: Pricing	10 points maximum
Phase II	Vendor Demonstration:	25 points maximum
	Hands-on Review:	25 points maximum
	Site Visits:	5 points maximum
	Reference Feedback:	5 points maximum
	TOTAL:	100 points

A short list of proposers will be developed upon completion of Phase I and will be invited to participate in Phase II. Phase II will include the following:

Vendor Demonstration

An onsite system demonstration (at the City of Vancouver) will be scheduled in which proposers will be provided an opportunity to demonstrate their product, followed by three scripted scenarios. Each scenario will require the proposing vendor to demonstrate the system’s capability to fulfill the requirements described in the scenario. A pre-designated group of City users representing a cross-section of City police and IT personnel will complete a standardized survey to score the scenarios for a maximum of 25 points.

Hands-on Review

During the hands-on system review (at the City of Vancouver), proposers will be required to provide access to the current version of the RMS and all features of the system that the proposer indicated it is capable of in Phase I. A group of City users representing a cross-section of police and IT personnel will be provided the opportunity to utilize the RMS as they see fit. Each user will be provided with a standardized survey to score the system for a maximum of 25 points.

Site Visits

Each proposing vendor will provide the names of three police agencies utilizing their system. A pre-designated group of City personnel will visit the agencies to see the system and obtain feedback. Each user will complete a standardized survey to score the results of the site visit for a maximum of 5 points.

Reference Feedback

Each reference submitted in the proposals will be provided a standardized system survey. Each survey will be scored with a possible maximum of 5 points. **These references shall be different agencies than those utilized for site visits.**

Award of Contract

The City will attempt to reach a final agreement with the highest scoring responding proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement containing satisfactory terms cannot be reached. Sole discretion for rejecting the proposal shall rest with the City.

The City may then attempt to reach a final agreement with the next highest scoring proposer and may continue on, in the same manner, with remaining proposers until an agreement is reached.

Award of the contract shall be made with reasonable promptness by giving verbal and written notice to the proposer whose proposal best conforms to the request, receives the highest score through the evaluation process, and which will be the most advantageous to the City. It is the intent of the City to award a contract on a fair and competitive basis.

Upon successful completion of contract negotiations, a recommendation will be forwarded to the City Council for approval. Until approved by the City Council and contract execution, no selection is final.

The selected vendor shall enter into a professional services agreement with the City (see Appendix “G”). These attached terms and conditions are meant to be non-negotiable, but may be modified at the City’s sole discretion. **Any concerns with, or requested modification to, the terms and conditions must be addressed within the submitted proposal via the RFP exceptions form, Appendix E. herein. Requests to modify the terms and conditions after the proposal’s closing date and time will not be considered.**

V. GENERAL TERMS AND CONDITIONS

Following is a summary of anticipated terms of the Professional Service Agreement. The following information is provided for convenience only. In the event of a conflict between the information set forth below and the terms and conditions of the Professional Service Agreement, the Professional Service Agreement shall control.

Termination

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

Insurance

The selected bidder will need a current Certificate of Insurance on the standard “ACORD” or, comparable form with a minimum of the following:

General Liability:

- \$1,000,000 General Liability
- \$1,000,000 Combined Single Limit Auto Liability
- \$5,000,000 Umbrella Liability
- \$5,000,000 Cyber Liability
- \$1,000,000 Professional Liability

Workers’ Compensation:

- Selected bidder shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of its employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than:
 - \$1,000,000 for each accident;
 - \$500,000 for each disease for each employee;
 - \$1,000,000 for each disease policy limit.

Other Requirements:

- The Contractor shall be in current compliance with all employment security laws of the state in which services are provided.
- Selected bidder shall be in current compliance with the State of Washington Industrial Insurance (Workers' Compensation) Program
- Washington Stop Gap Coverage: Selected bidders located in North Dakota, Ohio, West Virginia, Washington and Wyoming must have Washington Stop Gap coverage listed on the Certificate of Liability Insurance. The limits and aggregates noted above must apply to the Stop Gap coverage as well. This **must** be indicated on the certificate.
- Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.
- City Listed as Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the CGL policy and shown on the certificate as an additional insured with an additional insured endorsement.
- City shall be listed as the Certificate Holder.

Selected bidder shall obtain, and keep in force, said insurance during the entire term of the contract.

Liability and Hold Harmless

Selected bidder shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-contractors in the performance of the work hereunder. Selected bidder shall indemnify, defend, save and hold harmless the City of Vancouver, its officers, agents, employees and assigns from any claims, damages, losses, liability or expenses (including attorney's fees) which arise from the performance of this Contract, except those claims, damages, losses, liability, or expenses which arise from the sole negligent acts or omissions of the City, its officers, agents, employees or assigns.

City Business and Occupation License

Selected bidder will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

Reimbursement

The City will not reimburse proposers for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services. The City reserves the right to request any bidder to clarify their proposal or to supply any additional material deemed necessary to assist in the evaluation of the bidder.

Public Records and Proprietary Material

Proposers should be aware that any records they submit to the City or that are used by the City, even if the proposers possess the records, may be public records under the Washington Public Records Act (RCW 42.56). The City must promptly disclose public records upon request unless a statute exempts them from disclosure.

Proposers should also be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed. Exemptions, including those for trade secrets and "valuable formula," are narrow and specific.

Proposers should clearly mark any record they believe is exempt from disclosure.

Upon receipt of a request for public disclosure, the City will notify the RFP proposer of any public disclosure request calling for production of records marked "Confidential-Exempt from Disclosure" within proposer's proposal. If the proposer believes its records are exempt from disclosure, it is the proposer's sole responsibility to pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. It is the proposer's discretionary decision whether to file such a lawsuit. However, if the proposer does not timely obtain and serve an injunction, the City will disclose the records, in accordance with applicable law.

GENERAL INFORMATION FORM

The **GENERAL INFORMATION FORM**, on the next page, is designed to serve as the cover sheet. Do not attach cover letters, title pages, or blank sheets ahead of this form, nor substitute letterhead paper for it. If additional space is needed, plain paper may be attached behind this form. This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. This individual must be at least 18 years of age. **Failure to submit this form may result in your proposal being deemed non-responsive and rejected.**

Appendix A.

GENERAL INFORMATION FORM

RFP #17-18 Police Records Management and Report Writing System

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. To be considered for this project, the submittals must be completed in accordance with this RFP and this cover sheet must be attached.

Failure to submit this form may result in your proposal being deemed non-responsive.

Authorized Official (Signature)

Date

Print Name of Authorized Official

Title of Authorized Official

Company Name

Contact Person

Address

City, State, Zip

Phone Number

Fax Number

E-Mail Address

Federal Tax ID #

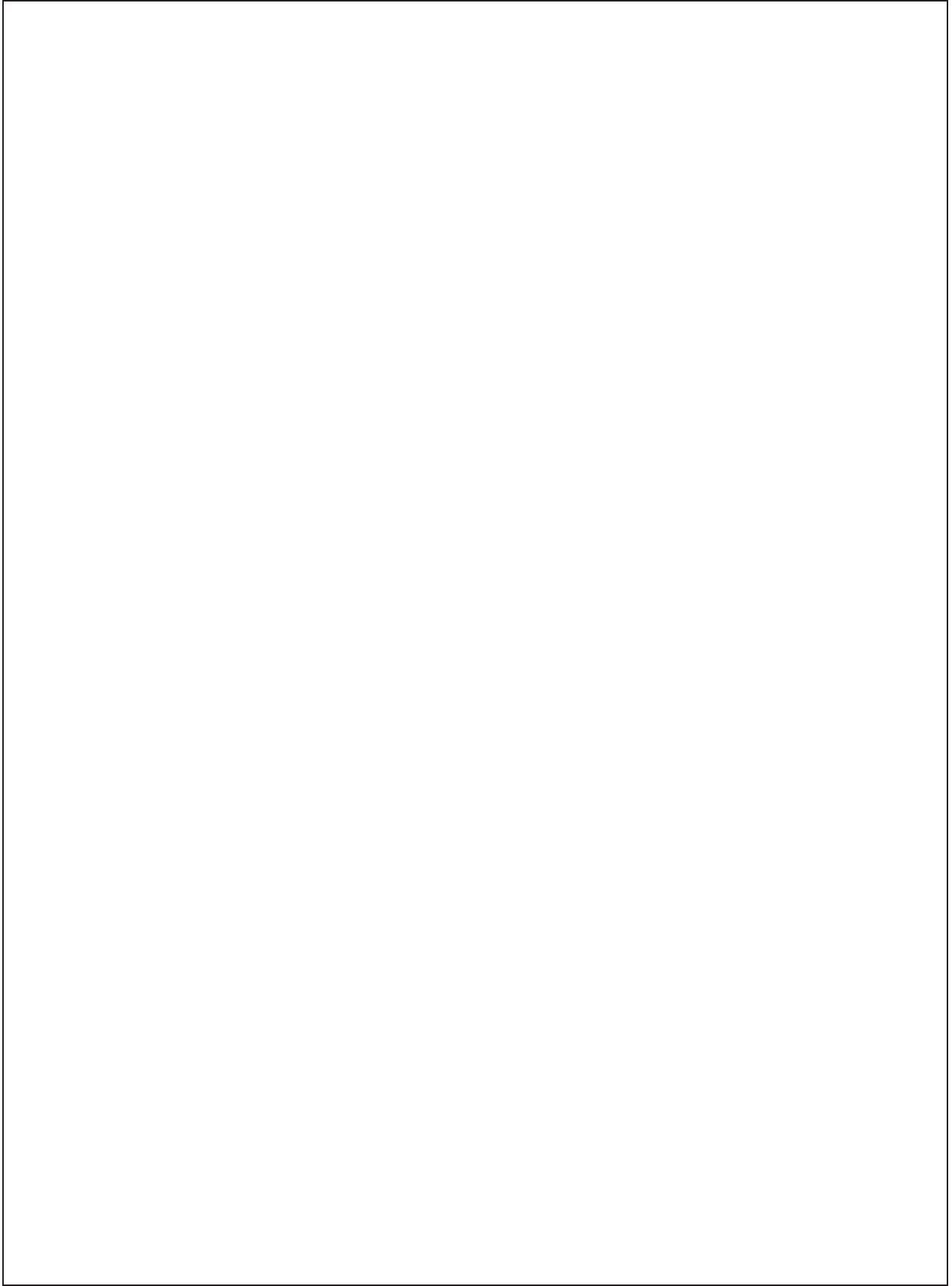
NOTE: It is the sole responsibility of the proposers to learn of Addenda, if any. Such information may be obtained at: <https://vancouver.procureware.com>

Appendix B. Company Information Form

Proposing Vendor and Software Information	
1. Contact Information	
<ul style="list-style-type: none"> ▪ Company name 	
<ul style="list-style-type: none"> ▪ Name, email, phone number and title of contact person 	
<ul style="list-style-type: none"> ▪ Company website 	
2. Company Information	
<ul style="list-style-type: none"> ▪ Company headquarters city 	
<ul style="list-style-type: none"> ▪ Software development location 	
<ul style="list-style-type: none"> ▪ Year founded 	
<ul style="list-style-type: none"> ▪ Private vs. Public (Listing Exchange and Listing Code) 	
<ul style="list-style-type: none"> ▪ Fiscal year end 	
<ul style="list-style-type: none"> ▪ Revenue: current year 	
<ul style="list-style-type: none"> ▪ Revenue: prior year 	
<ul style="list-style-type: none"> ▪ Parent company (If separate) 	
<ul style="list-style-type: none"> ▪ Genealogy of Organization (changing business, name changes, acquisitions/mergers, etc.) 	
<ul style="list-style-type: none"> ▪ Describe how the company has grown - organically, acquisition, mergers, etc.? 	

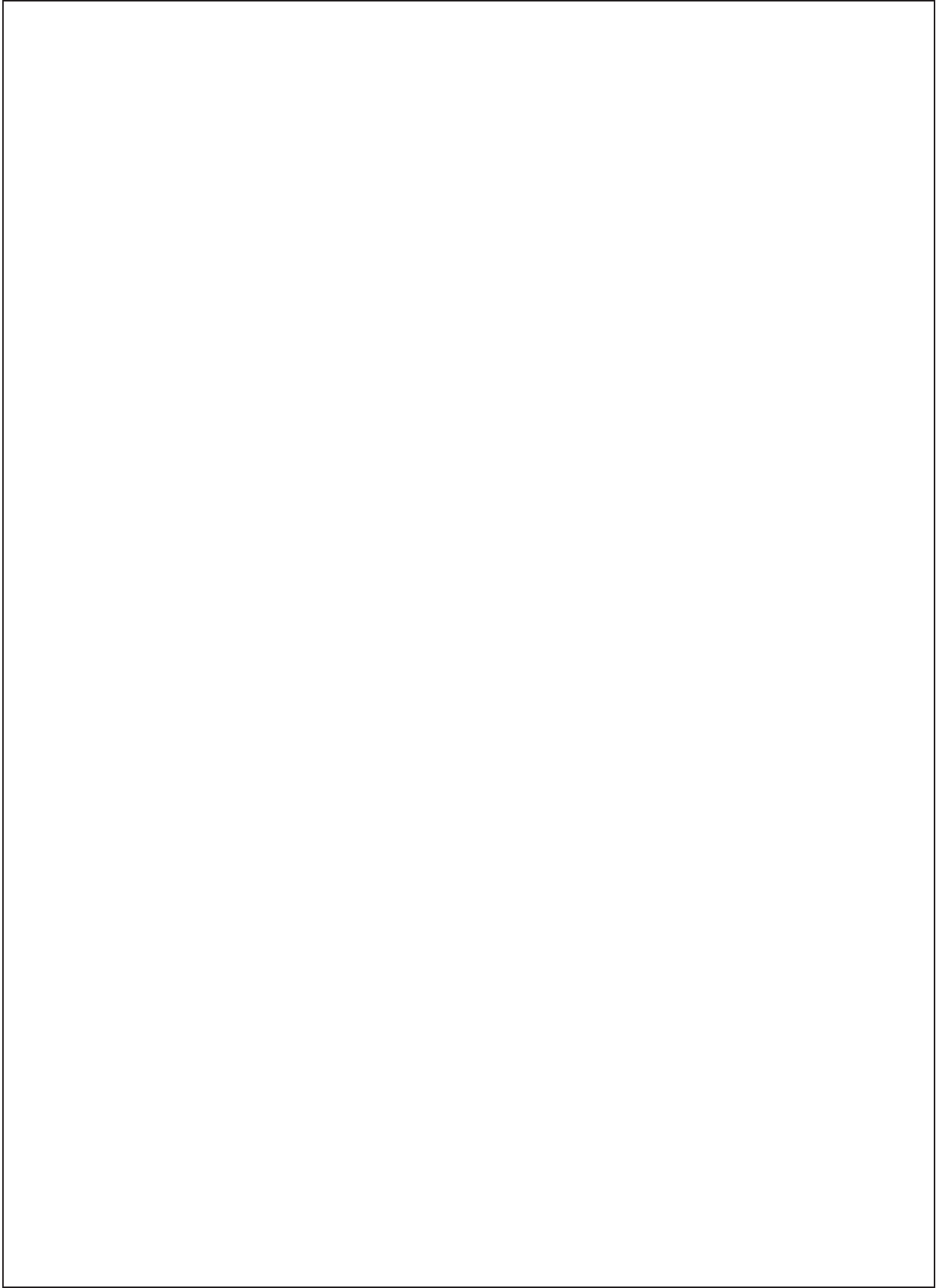
3. Number of Vendor Employees	
▪ Total worldwide	
▪ Total in U.S.	
▪ Total dedicated to the proposed software	
4. Number of Law Enforcement Agency (LEA) Customers Using the Proposed Software	
▪ Total LEA customers	
▪ Number of LEA customers in Washington using the proposed software (include names of agencies)	
5. Target customer profile for this software Describe your target customer in terms of size and type	
6. Version Schedule	
▪ Current version and release date	
▪ Typical release schedule	
▪ Typical time to install upgrades	
▪ Number of prior versions supported	

7. We require having development, back-up, training, testing and archival copies of the software in addition to the production copy. Is this provided as standard with your software? Please explain.



8. List any agencies that have pre-maturely ended a contract with your company, either prior to completion of implementation or within 3 years of implementation, and the reasons this occurred. Note: this information alone will not exclude proposers from further consideration and is designed to give proposers the opportunity to describe the reasons behind such occurrences.

9. Describe any legal action taken against your company including by whom, the date the legal action or claim was made, and the outcome. Also describe all contracts terminated for default during the past five years. If the proposer has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default as used herein is defined as notice to stop performance due to the vendor's non-performance or poor performance. Include the other party's name, address and telephone number. Present the proposer's position on the matter. The City shall evaluate the facts and may, at its sole discretion, reject the proposal if the facts discovered indicate that completion of a contract resulting from the proposal may be jeopardized by selection of the proposing company.



Proposed Sub-Contractor Information (if any)	
1. Contact Information	
<ul style="list-style-type: none"> ▪ Company name(s) 	
<ul style="list-style-type: none"> ▪ Name, email, phone number, title of contact person(s) 	
<ul style="list-style-type: none"> ▪ Company address(es) 	
<ul style="list-style-type: none"> ▪ Company website(s) 	
2. Company Information	
<ul style="list-style-type: none"> ▪ Year founded for each 	
<ul style="list-style-type: none"> ▪ Private vs. Public (Listing Exchange and Listing Code) 	
<ul style="list-style-type: none"> ▪ Parent company for each (If separate) 	

<ul style="list-style-type: none"> ▪ Genealogy of organization (changing business, name changes, acquisitions/mergers, etc.) 	
<ul style="list-style-type: none"> ▪ Describe the products and/or services the sub-contractor will be providing 	
<ul style="list-style-type: none"> ▪ How many years of experience does each company have? 	
<p>3. Number of Employees</p>	
<ul style="list-style-type: none"> ▪ Total worldwide 	
<ul style="list-style-type: none"> ▪ Total in U.S. 	
<ul style="list-style-type: none"> ▪ Total dedicated to the proposed software 	
<p>4. Number of Law Enforcement Agency (LEA) Customers</p>	
<ul style="list-style-type: none"> ▪ Total LEA customers overall and in Washington 	

5. Software Vendor Relationship and Implementation Model

Briefly describe your relationship with the sub- contractor(s).

Appendix C. Scope of Work

INSTRUCTIONS

The proposer is expected to provide a concise narrative for each item in this section that clearly explains exactly how the proposing company plans to meet each of the below requirements. Where appropriate, provide examples of how and where similar requirements are being met on other projects. Contractor may use illustrations, diagrams, screenshots and/or other sample material to provide additional clarity. Proposers shall not include extraneous generic marketing materials.

Submit your responses to the following questions in the order they are listed below, utilizing the numbering schema provided, by drafting an MS Word document with a footer listing the RFP name and number, and page numbers of your response. The entire proposal shall be saved as a single .PDF in the order listed on p.13 herein.

1. BIDDER'S UNDERSTANDING OF THE PROJECT (2 pages maximum)

Briefly describe your understanding of this project and your approach to ensuring a successful project.

2. PROJECT MANAGEMENT SERVICES (8 pages maximum)

Proposing companies are expected to provide project management services throughout the project. Briefly describe the following:

- a) A general description of your Project Plan following standard Project Management methodologies including communications, risk management, change management, etc.
- b) The names and roles of each **key** project team member and their experience as follows:
 - 1. Name and project role
 - 2. Education
 - 3. Certifications
 - 4. Work/employment history
- c) Provide a project timeline (this may be included as an appendix to your proposal).
- d) List the roles and estimated time commitments of each City of Vancouver representative that you expect to be needed for the project (this information will be included in evaluating TCO).

3. SYSTEM IMPLEMENTATION, MAINTENANCE AND SUPPORT (10 pages maximum)

Briefly describe how you will deliver the following:

- a) Implementation of the software including methodologies for:
 - 1. Installation
 - 2. Testing
 - 3. Data conversion
 - 4. Interfacing
- b) Software maintenance and support including the following:
 - 1. Hours of support
 - 2. Support tiers and services in each
- c) Process for system maintenance including delivery of updates and their frequency.

4. TRAINING (2 page maximum)

Describe below how you will provide the following including the length, delivery method, and resources to be utilized including staff and training tools (this information will be considered in evaluating TCO):

- a) End-user training for user groups
- b) System administrator training

5. REPORT WRITING AND RMS INTEGRATION (2 page maximum)

Describe if your system's report writing feature is included in the core RMS application or if it is a separate application (Do users write reports in RMS or a separate system? Are there separate logins?).

6. SYSTEM SCALABILITY (2 page maximum)

Describe any system limitations related to an increase in users. At a minimum, address the following questions in your response: Is there a maximum number of users and data storage based on the system and pricing you are proposing? Will there be a decrease in system functionality and/or performance as additional users and data are added to the system over time?

7. TECHNICAL REQUIREMENTS (2 page maximum)

Describe what hardware and software environment will be required to support your current system including any and all required servers, licenses, message switching, bandwidth/connectivity, and redundancy. NOTE: the City requires the following at a minimum:

- **On-prem:** System must operate on a Microsoft Windows Server OS and SQL Server Database. Describe if the system will operate in a VMWare virtual server environment.
- **Cloud:** Data is hosted at secure Tier 4, SOC 2, CJIS certified data center (see #40 herein). Describe location and frequency of back-up systems and disaster recovery testing.

8. OPERATING SYSTEM (1 page maximum)

Describe what operating systems your system is compatible with and whether there are any known bugs or problems using your system on any of them, and how you will ensure that your system is compatible with future versions of the operating systems. If the system supports multiple OS, indicate the number of installations you have on each.

9. USER INTERFACE (3 page maximum)

Describe if your system utilizes a Windows based user interface that allows users to navigate the system using different approaches such as point-and-click, drag-and-drop, drop-down boxes, etc. Please provide screenshots.

10. BROWSERS (2 page maximum)

Describe what browsers your system is compatible with and whether there are any known bugs or problems using your system on any of them, and how you will assure that your system is compatible with future versions of the browsers.

Note: HTML5 client is strongly preferred. If you use Java, Silverlight or other web-based technology with a browser, list all plug-ins required to effectively run the application.

11. SINGLE DATA ENTRY (2 page maximum)

Describe if your system includes "single-entry" capability wherein users only have to enter data one time and how the data will be utilized throughout the system, as well as if there is any time a user would be required to enter the same data more than once (i.e. within the system, between systems, among systems if interfaced, etc.).

12. SYSTEM NAVIGATION (3 page maximum)

The system enables users to enter persons, property, and vehicles seamlessly without having to navigate to a different part of the system. Describe your system's style of navigation (if the user interface is tabular, opens up separate windows, etc.). Provide screenshots.

13. FUNCTIONAL CONTINUITY (2 page maximum)

Describe whether users will be able to log-out of the system without finishing a record (any type of report) and log back in from another computer, at another location, and continue writing the report without having to manually upload, search for, or take any other action. Describe the technological attributes of the system that makes this possible.

14. USER DASHBOARD (2 page maximum)

Describe if your system includes a user dashboard that displays upon login and what information is displayed. Be sure to describe whether the dashboard contains information about reports that have been started but not completed, that are missing or have been rejected or approved, etc. Provide screenshots.

15. PLAIN ENGLISH QUERIES (1 page maximum)

Describe if there is anywhere in your system where users have to enter data or conduct queries utilizing codes, numbers, or symbols instead of plain English. If so, provide details regarding the nature and extent to which this is required and reasons why users have to do so.

16. DATA BACK-UP (1 page maximum)

Describe your approach to backing-up data including process, frequency and reliability.

17. DATA LINKAGE (1 page maximum)

Describe how your system links records involving the same people, vehicles, property, locations, and businesses, and makes these relationships obvious to users so they know of the existence of records related to the information they are currently working on. Provide an Entity Relationship Diagram.

18. MASTER INDICES (1 page maximum)

If your system has master indices, describe whether master records within the indices are automatically updated as new data is entered that is related to the records. If your system does not have master indices, describe how data is identified to the user as the most current version of the record, how the data is updated, and if users will need to manually create any indexing/identifiers when creating records.

19. PREVENTION OF DUPLICATE DATA (3 page maximum)

Describe if your system has a feature to prevent users who are writing reports from entering duplicate names, vehicles, property, locations, and businesses (i.e. information that is already in the system). Describe how this feature works from both a user's perspective and an administrator's perspective. Is there also a feature enabling administrators to eliminate duplicate records after they have been submitted by users? Be sure to include, in detail, how name records are verified and are not duplicated in the system.

20. SEARCHABILITY (1 page maximum)

Describe if your system enables users to search any data field in the system or combination of fields to conduct user-defined queries. Please describe if there is any restriction or limitation to what fields can be searched. Include whether the system enables users to switch from writing a report to searching the system without having to log-out or switch applications/systems.

21. GLOBAL SEARCHES (1 page maximum)

Describe if your system includes a global search field allowing users to enter any kind of search criteria into a single field and what kind of search results users can expect from such searches.

22. DATABASE CONNECTIVITY PROTOCOL (1 page maximum)

Describe your system's database connectivity protocols and whether there will be limitations on accessing (reading and writing) data via third party or interfaced applications. Describe what API's are available for system integration, and how data can be exported and queried within the system.

23. IMAGES (1 page maximum)

Describe whether images are stored in the database utilizing path references and, if not, how they are stored.

24. OPEN ARCHITECTURE (1 page maximum)

Describe whether you would consider your system as being built with open architecture in a way that will easily allow the sharing of data with or without third-party applications and whether it will be easy to access our data in non-proprietary formats. Describe your assurance to the City that access to our data will not be made difficult in the event it is needed for other systems.

25. FIELD DESCRIPTIONS (1 page maximum)

Describe whether data field descriptions explain in plain English what the data field is and if there is an optional alternative view users can request with a key or click that displays the database table description for each field. Please provide screenshots.

26. DATA VALUE DESCRIPTIONS (1 page maximum)

Describe whether data values are displayed and stored in plain English instead of codes/numbers/abbreviations.

27. SYSTEM CONTINUITY (1 page maximum)

Describe if your system will automatically store user entered data in real time on the user's computer or an external storage device in case an error or connection loss occurs, and a general description of the technological attributes that makes this possible.

28. CASE NUMBERING (1 page maximum)

Describe whether your system will support an agency defined case numbering style in terms of number and types of digits and characters (describe the formats) and whether a secondary/sub-set type of case numbers can be utilized for certain specialized users of the system.

29. DATA CONVERSION (4 page maximum)

Describe your approach to data conversion, data mapping and data cleansing of legacy data and include the following:

- a) How will you convert records containing partial data (i.e. partial names, partial phone numbers, unknown persons with physical descriptors) in a way that will ensure they will be returned in search queries?
- b) Describe your process for cleaning data during the data conversion process to eliminate duplicate and/or unnecessary information contained in:
 1. Names
 2. Addresses
 3. Vehicles
 4. Property
 5. Reports

30. USER ALERTS (1 page maximum)

Describe the extent to which the system enables users to enter an "alert" on a person, location, or vehicle indicating that it is associated with special circumstances. These circumstances could include "mental health" or "drug/alcohol abuse." Describe how users can search for such information and be notified of such alerts when writing reports. If this is best achieved using a report title or other option, please describe.

31. ATTACHMENTS (2 page maximum)

Describe if photo, video and audio files can be attached to records, what file types are compatible, whether third-party software is required to view or listen to attachments, and the process for attaching these files. Please provide screenshots that display the system's attachment features and where files can be attached (i.e. to names, vehicles, reports, arrests, field interviews/contacts etc.). Include whether there is a central location within the system where attachments are searchable and viewable as well as being attached to individual records.

32. SEALING AND EXPUNGING (1 page maximum)

Describe whether the system includes a feature to assist with sealing or expunging records per a court order. Describe the capabilities and features of this function, and whether or not these records are retrievable at a later time if needed.

33. PERFORMANCE METRICS (1 page maximum)

Please describe the type of performance metric data that a user can pull from the system in order to analyze employee activity data, including if searches can be done per user group (i.e. traffic unit), beat, or otherwise.

34. REPORT WRITING FUNCTIONALITY (1 page maximum)

Please describe if the system will guide users through writing an incident report by prompting the user for information that is required by NIBRS or agency business rules based on the type of report being written. Please describe this feature.

35. NIBRS (1 page maximum)

Describe if users can request to have the system check for NIBRS errors prior to submitting reports and will be directed to where an error is and how to fix it. Please describe this feature. Also describe how administrators check for and correct NIBRS errors after reports have been submitted.

36. CRIME COUNTS (1 page maximum)

Describe if the system requires users to enter a "count" number when writing incident reports for the number of crimes committed. Please describe how your system counts the appropriate number of offenses for NIBRS reporting purposes, noting the different counting methodology between persons and property crimes per NIBRS rules.

37. ROUTING (1 page maximum)

Please describe if the system will automatically route reports to pre-defined internal and/or external users and groups based on the report title, statute, or other data field, and if the receiving party will be automatically notified and how.

38. SECURITY (3 page maximum)

Describe all security standards and/or certifications your company and system maintains. Include each specific security standard and level of each, if applicable, that the RMS and associated data storage systems and services are in compliance with including, for example, FIPS 140, ANSI/TIA-942, and CJIS. Also include how your company achieved and maintains compliance with the security standards on an ongoing basis. Describe your encryption, login, auditing, and penetration testing and security features and standards. Additionally:

- Provide a copy of your incident response policy & procedure including timelines for response and notification of a potential Protected PII data breach
- Include who performed your most recent independent CJIS audit and indicate if you will provide copies of the audit
- Provide a copy of your disaster response/business continuity plans and timelines for restoration and recovery
- What monitoring, policies and procedures have you put in place to control the use and disclosure of Protected PII
- Provide a copy of your back-up strategy, procedures and schedule for all Criminal Justice Information/Criminal History Record Information transacted and maintained in your system
- Describe who is responsible for identifying and addressing vulnerabilities in the network and system components
- What access do your personnel have to the application's sensitive data

39. PERFORMANCE (1 page maximum)

The system should perform at a 99.99% uptime level and search queries shall return results within 2-3 seconds. Describe your system performance standards and capabilities and how the system's performance is impacted by instances of high demand due to increased user activity, large search queries, or increased network traffic.

40. CJIS SECURITY POLICY CONFORMANCE (6 page maximum)

For each of the current FBI CJIS security standards, provide a general description of your system's and company's technical, programmatic, and infrastructure compliance with each, as applicable, including those of any sub-contractors and data storage providers that will be utilized to support the system.

41. NATIONAL INFORMATION EXCHANGE MODEL (NIEM) CONFORMANCE (1 page maximum)

The RMS must interface to the systems listed herein. Please describe your conformance with NIEM standards and utilization of specific information exchange package documentation (IEPD) currently available that you intend to use for this project. Also include your current data exchanges that you intend to utilize for this project which are not NIEM conformant.

42. DATA DICTIONARY (1 page maximum)

Describe if a data dictionary for your system will be provided that includes table and data element definitions; schema with technical notes for each element, such as type, size, primary and child key(s); and field descriptions. Also describe if the system documentation includes information on entity maintenance, such as dates of creation, last modification, termination and source, and includes the ability for users to update the dictionary and make notes.

Appendix D. CUSTOMER REFERENCES

Provide at least three references that are similar in size and requirements to this project, and that have implemented your software in the past five years. Reference sites should be fully implemented and live on the current version of the software.

Name of Agency:	
Contact Name/Title:	Telephone #:
Modules/Functionality Installed:	
Go Live Date:	
Other comments:	

Name of Agency:	
Contact Name/Title:	Telephone #:
Modules/Functionality Installed:	
Go Live Date:	
Other comments:	

Name of Agency:	
Contact Name/Title:	Telephone #:
Modules/Functionality Installed:	
Go Live Date:	
Other comments:	

Appendix E. RFP EXCEPTIONS

It is the intent of the City of Vancouver to contract with an RMS Software Vendor. All Vendor representations, whether verbal, graphical or written, will be relied on by the City of Vancouver in the evaluation of the responses to this Request for Proposal. This reliance on the Vendor's represented expertise is to be considered as incorporated into any, and all, formal Agreements between the parties.

PRINT THE WORDS "NO EXCEPTIONS" HERE _____ IF THERE ARE NO EXCEPTIONS TAKEN TO ANY OF THE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE REQUEST FOR PROPOSAL DOCUMENTS.

IF THERE ARE EXCEPTIONS TAKEN TO ANY OF THESE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE REQUEST FOR PROPOSAL DOCUMENTS, THEY MUST BE CLEARLY STATED ON THE TABLE ON THE FOLLOWING PAGE AND RETURNED WITH YOUR PROPOSAL.

IF YOU PROVIDED A SAMPLE COPY OF YOUR CONTRACT(S) YOU STILL NEED TO IDENTIFY IN THIS DOCUMENT ("RFP EXCEPTIONS") ANY AND ALL EXCEPTIONS YOU HAVE TO THE TERMS AND CONDITIONS.

Firm or Individual	
Title	
Telephone	
Email	
Address	

PRINT NAME AND TITLE

AUTHORIZED SIGNATURE

DATE _____

Add any additional line items for exceptions as necessary and reference any explanatory attachments within the line item to which it refers.

	RFP Section #, Page #	Exception Describe the Nature of the Exception	Explanation of Why This is an Issue for You	Your Proposed Modification or Resolution, if any
1				
2				
3				
4				
5				

Appendix F. PRICE PROPOSAL

INSTRUCTIONS

There are two pricing forms:

1. On-Premises Pricing
2. Cloud Pricing

If you are proposing one option, please complete the applicable form. If you are proposing a choice between both options, please complete both forms. Mark any unused lines with "N/A". Proposers are to include all costs representing the total cost of ownership of all hardware, software, support, maintenance, training and professional services.

ON-PREMISES PRICING

A. SOFTWARE					
Item #	Product Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
11.				\$	\$
12.				\$	\$
13.				\$	\$
SUB-TOTAL					\$

ON-PREMISES PRICING CONTINUED

Please include any required hardware items. The city may elect to not purchase hardware as part of the awarded contract.

B. HARDWARE					
Item #	Product Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
			SUB-TOTAL		\$

C. INTERFACES					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
			SUB-TOTAL		\$

ON-PREMISES PRICING CONTINUED

D. DATA CONVERSION					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
11.				\$	\$
12.				\$	\$
13.				\$	\$
14.				\$	\$
15.				\$	\$
16.				\$	\$
17.				\$	\$
18.				\$	\$
19.				\$	\$
20.				\$	\$
21.				\$	\$
22.				\$	\$
SUB-TOTAL					\$

ON-PREMISES PRICING CONTINUED

E. PROFESSIONAL SERVICES					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
11.				\$	\$
12.				\$	\$
13.				\$	\$
14.				\$	\$
15.				\$	\$
16.				\$	\$
17.				\$	\$
18.				\$	\$
19.				\$	\$
20.				\$	\$
21.				\$	\$
22.				\$	\$
SUB-TOTAL				\$	\$

ON-PREMISES PRICING CONTINUED

F. TRAINING					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
			SUB-TOTAL		\$

G. TRAVEL/LIVING					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
			SUB-TOTAL		\$

ON-PREMISES PRICING CONTINUED

H. MAINTENANCE and SUPPORT					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
11.				\$	\$
12.				\$	\$
13.				\$	\$
14.				\$	\$
15.				\$	\$
16.				\$	\$
17.				\$	\$
18.				\$	\$
19.				\$	\$
20.				\$	\$
SUB-TOTAL				\$	\$

ON-PREMISES PRICING CONTINUED

I. OTHER					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
11.				\$	\$
12.				\$	\$
13.				\$	\$
14.				\$	\$
15.				\$	\$
16.				\$	\$
17.				\$	\$
18.				\$	\$
19.				\$	\$
20.				\$	\$
SUB-TOTAL				\$	\$

ON-PREMISES PRICING CONTINUED

J. ASSUMPTIONS	
Item #	
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
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12.	
13.	
14.	

15.	
16.	
17.	
18.	
19.	
20.	

ON-PREMISES PRICING CONTINUED

Item #	ITEM	TOTAL
1.	A. SOFTWARE	\$
2.	B. HARDWARE	\$
3.	C. INTERFACES	\$
4.	D. DATA CONVERSION	\$
5.	E. PROFESSIONAL SERVICES	\$
6.	F. TRAINING	\$
7.	G. TRAVEL/LIVING	\$
8.	H. MAINTENANCE AND SUPPORT	\$
9.	I. OTHER	\$
GRAND TOTAL		\$

ON-PREMISES PRICING CONTINUED

Describe your proposed payment schedule based on verifiable deliverables and/or project milestones. Include in your project timeline indications of the milestones listed below.

Payment #	Description of Milestone	TOTAL
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
10.		\$
11.		\$
12.		\$
13.		\$
14.		\$
15.		\$
16.		\$
17.		\$
18.		\$
19.		\$
20.		\$
21.		\$
22.		\$
23.		\$
24.		\$
25.		\$

CLOUD PRICING

A. SOFTWARE					
Item #	Product Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
SUB-TOTAL				\$	\$

B. HARDWARE					
Item #	Product Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
SUB-TOTAL				\$	\$

CLOUD PRICING CONTINUED

C. INTERFACES					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
SUB-TOTAL				\$	\$

D. DATA CONVERSION					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
11.				\$	\$
12.				\$	\$
13.				\$	\$
14.				\$	\$

CLOUD PRICING CONTINUED			
15.			\$
16.			\$
17.			\$
18.			\$
19.			\$
20.			\$
21.			\$
22.			\$
SUB-TOTAL			\$

E. PROFESSIONAL SERVICES					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
11.				\$	\$
12.				\$	\$
13.				\$	\$
14.				\$	\$
15.				\$	\$
16.				\$	\$
SUB-TOTAL					\$

CLOUD PRICING CONTINUED

F. TRAINING					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
			SUB-TOTAL		\$

G. TRAVEL/LIVING					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
			SUB-TOTAL		\$

CLOUD PRICING CONTINUED

H. MAINTENANCE and SUPPORT					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
11.				\$	\$
12.				\$	\$
13.				\$	\$
14.				\$	\$
15.				\$	\$
16.				\$	\$
17.				\$	\$
18.				\$	\$
19.				\$	\$
20.				\$	\$
SUB-TOTAL				\$	\$

CLOUD PRICING CONTINUED

I. OTHER					
Item #	Name	Description	Quantity	Unit Price	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
11.				\$	\$
12.				\$	\$
13.				\$	\$
14.				\$	\$
15.				\$	\$
16.				\$	\$
17.				\$	\$
18.				\$	\$
19.				\$	\$
20.				\$	\$
SUB-TOTAL					\$

CLOUD PRICING CONTINUED

J. ASSUMPTIONS	
Item #	
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	

15.	
16.	
17.	
18.	
19.	
20.	

Item #	ITEM	TOTAL
1.	A. SOFTWARE	\$
2.	B. HARDWARE	\$
3.	C. INTERFACES	\$
4.	D. DATA CONVERSION	\$
5.	E. PROFESSIONAL SERVICES	\$
6.	F. TRAINING	\$
7.	G. TRAVEL/LIVING	\$
8.	H. MAINTENANCE AND SUPPORT	\$
9.	I. OTHER	\$
GRAND TOTAL		\$

Describe your proposed payment schedule based on verifiable deliverables and/or project milestones. Include in your project timeline indications of the milestones listed below.

Payment #	Description of Milestone	TOTAL
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
10.		\$
11.		\$
12.		\$
13.		\$
14.		\$
15.		\$
16.		\$
17.		\$
18.		\$
19.		\$
20.		\$
21.		\$
22.		\$
23.		\$
24.		\$

**APPENDIX G.
GENERAL TERMS AND CONDITIONS FOR
Police Records Management and Report Writing System**

The following outlines the City’s General Terms and Conditions for acquisition of the Police Records Management and Report Writing System. Please review these Terms and Conditions carefully. As indicated, these Terms and Conditions are meant to be non-negotiable, but reasonable requests for modification may be granted at the City’s sole discretion. If the Vendor takes exception to any of the listed requirements, those exceptions must be noted on the RFP Exceptions form in Appendix E.

CITY REQUIREMENTS
Definitions
The following Definitions shall apply to each subsection of the following terms and conditions of this Request for Proposal for the records management and report writing system, hereinafter referred to as “RMS”.
"Acceptance Date" means the date on which the RMS is accepted by City, as indicated by execution of a Certificate of Completion. City will have a minimum of sixty (60) days after the Go-Live date of each phase to test the system in full production use and to identify non-conforming elements to be corrected. The Certificate of Execution will be executed once all non-conforming elements have been corrected by Vendor, except for minor or inconsequential errors.
"Acceptance Test Specifications" means the testing specifications set forth in the Definitive Agreements for determining if the RMS, as installed and configured, meets or exceeds the Acceptance Tests and is free from Defects.
"Acceptance Tests" means the manner and means of acceptance testing of the RMS and the Services, as described in the Definitive Agreements.
"Certificate of Completion" means a written certificate, signed by authorized representatives of City and Vendor, stating that (1) the RMS has been completely delivered, assembled, installed, and tested at the Site in accordance with the requirements of the Definitive Agreement; (2) as so assembled and installed, the RMS satisfies the Acceptance Tests; and (3) the RMS conforms to the Specifications.
"City Data" shall mean any data or information of City that is provided to or obtained by Vendor in the performance of its obligations under the Definitive Agreements, including data and information with respect to the operations, customers, operations, facilities, markets, assets, and finances of City.

CITY REQUIREMENTS

City Data also shall mean any data or information created, generated, collected or processed by Vendor in the performance of its obligations under the Definitive Agreement, data processing input and output, Service Level measurements, asset information, third party service and product agreements, contract charges, and retained and pass-through expenses.

"Confidential Information" shall mean all information, data (including the City Data) and specifications furnished by the City to Vendor, whether before or after the date hereof and whether in oral, written, electronic or graphic format, including, but not limited to financial information, business plans, strategic plans, pricing information, designs, procedures, methods of operation, formulas, data flow analyses, drawings, sketches, specifications, schematics, discoveries, inventions, research and development, improvements, source code and object code, concepts, ideas, processes, know-how and documentation, whether or not such information, data or specifications have been affixed with a restrictive, confidential or proprietary legend of City. Confidential information shall not include such information, data and materials as City agrees in writing is not proprietary or confidential to City or which: (i) is or becomes publicly available by other than unauthorized disclosure by Vendor; (ii) is independently developed by Vendor without use of any Confidential Information; or (iii) is received from a third party who has lawfully obtained such Confidential Information without a confidentiality restriction. All copies of Confidential Information, or parts thereof, made by Vendor shall also be considered Confidential Information.

"Defect" means any failure of the RMS to operate in conformity with the Specifications and other requirements set forth in the Definitive Agreements.

"Definitive Agreement" means a final, mutually agreed and executed contract.

"Documentation" means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, videos, supporting materials, emails clarifying functionality or technical specifications, and other information relating to the Equipment, the Software or the RMS or used in conjunction with the Services, whether distributed in print, magnetic, electronic, or video format.

"RMS" means the Software, Equipment and associated attachments, features, accessories, peripherals and wiring, integrated with the Vendor Software and Third-Party Software (and all additions, modifications, substitutions, upgrades or enhancements to such system) along with the Services, meeting the Specifications.

"Escrow Materials" shall mean the Vendor Software and Materials, in both object code and Source Code form, together with all documentation thereto, which shall include all relevant commentary, including, but not limited to, explanation, flow charts, algorithm and

CITY REQUIREMENTS

subroutine descriptions, memory and overlap maps, designs, architecture and other similar materials, for the Vendor Software and Materials.

"Equipment" shall mean all network, infrastructure, telecommunications, and computing equipment procured or provided by Vendor as part of the RMS, including, but not limited to (a) server and distributed computing equipment and associated attachments, features, accessories, peripheral devices, and wiring (b) personal computers, laptop computers and workstations and associated attachments, features, accessories, peripheral devices, and wiring and (c) telecommunications and network equipment and associated attachments, features, accessories, peripheral devices and wiring.

"Force Majeure" includes any act or omission of any civil or military authority, act of God, fire, earthquake, act of terrorism, strike or other labor disturbance, major equipment failure, fluctuation or non-availability of electrical power, heat, light, air-conditioning or telecommunications equipment, or any other act, omission or occurrence beyond reasonable control.

"Key Vendor Personnel" shall mean the Vendor Personnel filling the positions designated in the Definitive Agreements as Key Vendor Personnel.

"Laws" shall mean all federal, state and local laws, statutes, regulations, rules, executive orders, government directives, government circulars, policies or binding pronouncements of or by any government (including any department or agency thereof) having jurisdictional authority over a Party.

"Losses" shall mean all losses, liabilities, damages and claims (including taxes), and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

"Malicious Code" shall mean (a) any code, program, or sub-program whose knowing or intended purpose is to damage or interfere with the operation of the computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of the Software, code, program, or sub-program, itself, or (b) any code, program or sub-program that permits any unauthorized person to circumvent the normal security of the Software or the system containing the code. This could include, but is not limited to "viruses," "worms," "backdoor entries," "time bombs," "Trojan horses," "lockout devices," and other disruptive technologies.

"Materials" shall mean, collectively, software, literary works, other works of authorship, specifications, design documents and analyses, programs, program listings, programming tools, documentation, reports, videos, drawings and similar work product prepared by Vendor Personnel as part of the Services.

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"Proposal" means Vendor's Proposal made in response to the Request for Proposal, together with all supplements and clarifications thereto.

"Request for Proposal" or **"RFP"** means City's Request for Proposal #17-18, Police Records Management and Report Writing System and Implementation, together with all supplements and clarifications issued by City in writing.

"Services" includes, but is not limited to, installation, integration, education, acceptance testing, and support, maintenance, training, development, warranty, and time and materials services, provided or to be provided by Vendor pursuant to the Definitive Agreement.

"Software" means the Vendor Software and the Third Party Software, and all Documentation, materials and media related thereto.

"Source Code" means a human-readable copy of the source code (the computer instructions in human readable computer language) to the Vendor Software and Materials, plus any pertinent commentary or explanation that may be used by Vendor's programmers, although not necessarily those incorporating the program, and shall include Documentation, statements or principles of operation, and schematics, all as necessary or useful for the effective understanding, maintenance and use of the Source Code. To the extent that the development environment employed by Vendor for the development, maintenance, compilation, and implementation of the Source Code includes any device, programming, or Documentation not commercially available to City on reasonable terms through readily known sources other than Vendor, the Source Code shall include all such devices, programming, or Documentation. The foregoing reference to such development environment is intended to apply to any programs, including compilers, workbenches, tools, and high-level (or proprietary) languages, used by Vendor for the development, maintenance, and implementation of the Source Code.

"Specifications" means the functional, performance, operational, compatibility, and other specifications or characteristics of the RMS described in the Definitive Agreement, the RFP, the Proposal, the applicable Documentation and other such specifications or characteristics of the RMS agreed upon in writing by the Parties.

"Statement of Work" means the schedule for delivery, implementation and testing of the RMS and the performance of the Services, as set forth in the Definitive Agreements, mutually agreed to by City and Vendor. It will include major work activities, responsible party, project phases, and scope of work, timeline, project teams, and roles, expected hours by activity and role, and deliverables. The Statement of Work ("SOW") will be agreed

CITY REQUIREMENTS

to by both parties prior to execution of the Definitive Agreement and included as part of such agreement for the delivery and implementation of the RMS.

"Subcontractors" shall mean the subcontractors of Vendor that the City has approved in advance.

"Third Party Software" means the software that is purchased or licensed by Vendor from any source external to Vendor (i.e., Vendor acts as a distributor, re-seller, or supplier) and licensed to the City under the terms of the Definitive Agreements.

"Vendor Personnel" shall mean those employees, representatives, contractors, Subcontractors and agents of Vendor and Vendor Subcontractors who perform any Services under the Definitive Agreements. City has the right to review and approve in advance all Vendor Personnel assigned to this RMS project.

"Vendor Software" means the computer programs, in object code form, provided or to be provided by Vendor pursuant to the Definitive Agreement. Vendor Software includes any modifications, corrections, improvements, updates, releases, or other changes to Vendor Software which are provided or to be provided as part of Vendor's performance of Service obligations under the Definitive Agreements.

"Warranty Period" means a period of five years from the Acceptance Date, as indicated by the date of execution of the Certificate of Completion by both Parties.

II. General Terms and Conditions

Scope of Work. Defines the work, including but not limited to Software functionality, Vendor services, level of effort and other efforts for the RMS Project. Vendor shall supply the RMS, Documentation and Services, all in accordance with the terms of the Definitive Agreements and the Specifications, within the time frames and milestones specified in the Statement of Work.

Acceptance. Payment for any part or parts of the RMS, or inspection or testing thereof by City, shall not constitute acceptance or relieve Vendor of its obligations under the Definitive Agreements. City shall be deemed to have accepted the RMS and Services only upon City's execution and delivery of a Certificate of Completion. Acceptance of the RMS does not waive any warranty or other rights provided in the Definitive Agreements for the RMS or Services. City will have a minimum of sixty (60) days after the Go-Live date of each phase to test the system in full production use and to identify non-conforming elements to be corrected. The Certificate of Execution will be executed once all non-conforming elements have been corrected by Vendor, except for minor or inconsequential errors.

CITY REQUIREMENTS

Inspection. City may inspect the components of the RMS when delivered and reject upon notification to Vendor any and all components of the RMS which does not conform to the Specifications or other requirements of the Definitive Agreements. Components of the RMS which are rejected shall be promptly corrected, repaired, or replaced by Vendor in accordance with Vendor's warranty obligations under the Definitive Agreements, such that the RMS conforms to the Specifications and the other requirements of the Definitive Agreements. If City receives components of the RMS with Defects not reasonably apparent on inspection, then City reserves the right to require prompt correction, repair, or replacement by Vendor in accordance with Vendor's warranty obligations under the Definitive Agreements following the discovery of such Defect. If the RMS is hosted off-site, City has the right to inspect and audit all facilities, infrastructure, policies and procedures, personnel, equipment, documentation involved with this RMS project.

Problems. Vendor agrees to notify City within 24 hours of any factor, occurrence, or event coming to its attention that may affect Vendor's ability to meet the requirements of the Definitive Agreements, or that is likely to occasion any delay in completion of the projects contemplated by the Definitive Agreements. Such notice shall be given in the event of any loss or reassignment of Vendor Personnel, threat of strike, or major equipment failure or other force majeure event.

Time of Performance. Time is of the essence with respect to each and every term and provision of the Definitive Agreements.

Performance Bond. At the City's request, vendors shall provide City a faithful performance bond executed by a corporate surety authorized and admitted to transact a surety business in the State of Washington in the amount of 100% of the Agreement amount, and submit same within fifteen (15) calendar days of execution of the Definitive Agreements and prior to such time as Vendor shall commence any work under the Definitive Agreements. This performance bond shall guarantee the faithful performance of the Definitive Agreements. The performance bond shall provide that City shall have the right to approve any contractor chosen by the surety to complete any uncompleted work under the Definitive Agreements. (Vendor may propose an alternative performance security arrangement to meet this minimum requirement. Such alternative shall be equally secure and liquid, and subject to the approval of the City.)

Gratuities. City may, by written notice to Vendor, terminate Vendor's right to proceed under the Definitive Agreements upon one (1) calendar days' notice, if City finds that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Vendor or any agent as representative of Vendor, to any official, officer or employee of City, provided that the existence of the facts upon which makes such finding shall be an issue and may be reviewed by a court of competent jurisdiction in the event of such termination, City shall be entitled to pursue the same remedies against Vendor as it could pursue in the

CITY REQUIREMENTS

event of default by Vendor. Notwithstanding the preceding, Vendor is not prohibited from providing room and board for the City personnel to attend Vendor sponsored training seminars or schools which are generally held outside of the City and are available to all Vendor's customers, and are a regular element of Vendor's training program.

Alterations and Changes. City reserves the right, without impairing Vendor, to require additional Equipment or Services, to omit, cancel or eliminate Agreement items, to alter details of implementation or installation, and to make other changes and alterations as necessary or desirable, in City's judgment, to satisfactorily complete the project contemplated by the Definitive Agreements. Vendor shall perform such changed, additional, increased, decreased, varied or altered obligations upon written notice to that effect from City. Compensation for such alterations or changes will be made on such basis as may have been agreed to by the Parties, or in the case no such agreement have been made, a fair and equitable allowance shall be made with respect to compensation due Vendor. Except as may be otherwise provided in the Definitive Agreements, no payment for extras will be made unless such extras and the compensation to be paid therefore have been authorized in writing by the City Project Manager.

Delays. In the event of a delay in delivery of all or any portion of the RMS, or in the event of a delay in the performance of Services, which is not excused in the Definitive Agreement, City may cancel without charge all or any portion of the RMS or Services for which delivery or performance has been so delayed. If, in City's opinion, the delivered portion of the RMS is not operable without the remaining undelivered portion of the RMS, City may, at Vendor's expense, return any delivered portion of the RMS to Vendor. City shall not be liable for any expenses incurred by Vendor for canceled, undelivered, or returned portions of the RMS. City shall receive a refund of all amounts paid to Vendor with respect to the canceled and/or returned portion of the RMS and Services.

Permits and Laws. Vendor shall at its own expense secure any and all licenses, permits or certificates that may be required by any Laws for the performance of Vendor's obligations under the Definitive Agreements. Vendor shall also comply with the provisions of all Laws in Vendor's performance under the Definitive Agreements. At Vendor's own expense and at no cost to City, Vendor shall make any change, alteration or modification that may be necessary which arise out of Vendor's failure to comply with Laws.

Audit Rights. Vendor shall provide such employees and independent auditors and inspectors as City may designate with reasonable access to all sites from which Services are performed for the purposes of performing audits or inspections of Vendor's operations and compliance with the Definitive Agreements. Vendor shall provide such auditors and inspectors any reasonable assistance that they may require. Such audits shall be conducted

CITY REQUIREMENTS

in such a way so that the Services or services to any other customer of Vendor are not impacted adversely.

Third Party Contractors. City may hire contractors, subcontractors, consultants, and/or other third parties (“City Third Party Contractors”) to perform any part of the Services or to provide other services. Vendor shall fully cooperate with and work in good faith with City Third Party Contractors as directed by City and shall do so at no additional charge to City. Such cooperation shall include, at no additional charge to City: (a) providing access to any facilities being used to provide the Services, as necessary for City Third Party Contractors to perform the work assigned to them; (b) providing access to the RMS; or (c) providing written requirements, standards, policies, specifications or other Documentation for the RMS.

Insurance. Vendor agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance during the term of the Definitive Agreements:

- (a) Workers’ Compensation and Employer’s Liability Insurance: (i) Statutory Worker’s Compensation including occupational disease in accordance with law. The limits and aggregates noted above must apply to the Stop Gap Coverage as well. This must be indicated on the certificate of insurance; (ii) Employer’s Liability Insurance with minimum limits of \$100,000.00 per employee by accident/\$100,000.00 per employee by disease/\$500,000.00 policy limit by disease.
- (b) Commercial General Liability Insurance (including contractual liability insurance) providing coverage for bodily injury and property damage with a combined single limit of not less than One Million dollars (\$1,000,000.00) aggregate/Five Hundred Thousand Dollars (\$500,000.00) per occurrence.
- (c) Commercial Business Automobile Liability Insurance including coverage for all owned, non-owned, leased, and hired vehicles providing coverage for bodily injury and property damage liability with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence.
- (d) Professional Liability/Errors and Omissions Insurance covering acts, errors and omissions arising out of Vendor’s operations or services in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- (e) Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Vendor personnel, acting alone or with others, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

All such insurance shall be procured with such insurance companies of good standing, permitted to do business in the country, state or territory where Vendor has operations. Vendor shall provide City with certificates of insurance evidencing compliance with this Section. Vendor’s insurance policies as required under Sections (b), (c) and (e) shall name City and all of its elected officials, representatives, servants, volunteers, contractors, and employees as Additional Insured for any and all liability arising at any time in connection

CITY REQUIREMENTS

with Vendor's performance under the Definitive Agreements by endorsement CG 20 10 11 85 which must be attached to the certificate and copies of all policies shall be furnished to the City upon request.

Such insurance afforded to City shall be primary insurance and any other valid insurance existing for City's benefit shall be excess of such primary insurance.

Vendor shall take such actions with regard to its policy or policies of insurance as are necessary to cause the policy or policies to comply with the requirements stated herein. The obligation of Vendor to provide the insurance specified herein shall not limit in any way any obligation or liability of Vendor provided elsewhere in the Definitive Agreements.

Confidentiality. Vendor hereby agrees that all Confidential Information shall be and was received in strict confidence, shall be used only for purposes of the Definitive Agreements, and shall not be disclosed by Vendor or Vendor Personnel without the prior written consent of City. This provision shall not apply to Confidential Information which is (1) already known by Vendor without an obligation of confidentiality, (2) publicly known or becomes publicly known through no unauthorized act of Vendor, (3) rightfully received from a third party (other than a City employee or agent) without obligation of confidentiality, (4) disclosed without similar restrictions by City to a third party, (5) approved by City for disclosure, or (6) required to be disclosed pursuant to a requirement of a governmental agency or law so long as Vendor provides City with timely prior written notice of such requirement. Information received by City from Vendor shall only be considered proprietary and/or confidential after a separate confidentiality agreement has been executed by a duly authorized representative of each Party for the specific purpose of disclosing such information.

Public Disclosure Compliance. The parties acknowledge that the City of Vancouver is an "agency" within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Vendor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information the Vendor has marked as "Confidential-Exempt from Disclosure," the City shall notify the Vendor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Vendor to seek judicial protection of such information, provided that the Vendor shall be responsible for attorney fees and costs in such action. The vendor shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

Media Releases. Except for any announcement intended solely for internal distribution by Vendor or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Vendor, all media releases, public announcements, or public

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disclosures (including, but not limited to, promotional or marketing material) by Vendor or its employees or agents relating to the Definitive Agreement or its subject matter, or including the name, trade mark, or symbol of City, shall be coordinated with and approved in writing by City prior to the release thereof.

Vendor shall not represent directly or indirectly that the RMS or Services provided by Vendor to City has been approved or endorsed by City or include the name, trade mark, or symbol of City on a list of Vendor's customers without City's express written consent.

Nonexclusive Market and Purchase Rights. It is expressly understood and agreed that the Definitive Agreements do not grant to Vendor an exclusive right to provide to City any or all of the RMS and Services and shall not prevent City from developing or acquiring from other suppliers systems, computer software programs or services similar to those provided by Vendor. Vendor agrees that acquisitions by City pursuant to the Definitive Agreements shall neither restrict the right of City to cease acquiring nor require City to continue any level of such acquisitions. Estimates or forecasts furnished by City to Vendor as part of this RFP or during the term of the Definitive Agreements shall not constitute commitments.

Governing Law and Venue. The rights and obligations of the Parties under the Definitive Agreements shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Rather these rights and obligations shall be governed by the laws, other than choice of law rules, of the State of Washington. The Parties agree that any action to enforce any provision of the Definitive Agreements shall be brought in the superior court of Clark County, Washington. Each party consents to jurisdiction and venue before such court.

Discrepancy and Omissions. If anything necessary for the clear understanding of the RMS or Services has been omitted from the Specifications or it appears that various instructions are in conflict, Vendor shall secure written instructions from City's project director before proceeding with the performance under the Definitive Agreements.

Residuals. Nothing in the Definitive Agreements shall restrict any employees or representatives of a Party who retain solely in intangible form after performing the obligations of such Party under the Definitive Agreements, general ideas, concepts, know-how, or techniques relating to data processing or network management which either Party, individually or jointly, develops or discloses to such employee or representative while such employee or representative is performing the obligations, or exercising the rights, of a Party under the Definitive Agreements, from using such ideas, concepts, know-how, or techniques for the benefit of either Party, except to the extent that such use infringes upon any patent or copyright of a Party, provided, however, that this Section shall not be deemed to limit either Party's obligations under the Definitive Agreements with respect to the disclosure or use of Confidential Information.

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Assignment. Vendor may not assign the Definitive Agreements or any rights or duties there under, by operation of law or otherwise, without the prior written consent of City.

No such assignment shall relieve Vendor of its covenants and agreements under the Definitive Agreements, and Vendor shall continue to be liable as a principal and not as guarantor or surety to the same extent as though no assignment had been made.

III. Project Management and Vendor Personnel

Project Managers. Vendor and City shall each appoint a designated "Project Manager." The Project Managers will be responsible for day-to-day communications between the Parties regarding the subject matter of the Definitive Agreements. City may change its Project Manager at any time and from time to time by giving Vendor written notice. The Vendor Project Manager shall be considered one of the Vendor Key Personnel.

Approval of Key Vendor Personnel. Before assigning an individual to act as one of the Key Vendor Personnel whether as an initial assignment or a subsequent assignment, Vendor shall notify City of the proposed assignment, shall introduce the individual to appropriate City representatives, shall provide reasonable opportunity for City representatives to interview the individual, and shall provide City with a resume and such other information about the individual as may be reasonably requested by City. If City in good faith objects to the proposed assignment, the Parties shall attempt to resolve City's concerns on a mutually agreeable basis. If the Parties have not been able to resolve City's concerns within ten (10) business days, Vendor shall not assign the individual to that position and shall timely propose to City the assignment of another individual of suitable ability and qualifications.

Continuity. Vendor shall not transfer, reassign or remove any of the Key Vendor Personnel (except as a result of voluntary resignation, involuntary termination for cause, illness, disability, or death) during the specified period in the Statement of Work without City's prior approval, which City may withhold in its sole discretion.

With respect to all other Vendor Personnel, Vendor will use its diligent efforts to ensure the continuity of Vendor Personnel assigned to perform Services under the Definitive Agreements.

Assignment of Personnel. Vendor shall assign sufficient numbers of Vendor Personnel to provide the Services in accordance with the Definitive Agreements and such Vendor Personnel shall possess suitable competence, ability, experience and qualifications and shall be properly educated and trained for the Services they are to perform. City may require each Vendor Personnel providing Services to undergo a background investigation, including, but not limited to a criminal records and fingerprint check.

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Vendor shall promptly replace any Vendor Personnel found to be unacceptable to City, in its discretion, on the basis of the results of a background investigation.

Replacement of Personnel. In the event that City determines in good faith that the continued assignment to City of any Vendor Personnel (including Key Vendor Personnel) is not in the best interests of City, then City shall give Vendor written notice to that effect requesting that such Vendor Personnel be replaced. Promptly after its receipt of such a request by City, Vendor shall investigate the matters stated in the request and discuss its findings with City. If requested to do so by City, Vendor shall immediately remove the individual in question from all City facilities pending completion of Vendor's investigation and discussions with City. If, following discussions with Vendor, City still in good faith requests replacement of such Vendor Personnel, Vendor shall promptly replace such Vendor Personnel with an individual of suitable ability and qualifications. Nothing in this provision shall operate or be construed to limit Vendor's responsibility for the acts or omission of the Vendor Personnel

OSHA/WISHA. Vendor certifies that it is in compliance with the conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health act of 1973 (WISHA), and the standards and regulations issued thereunder and certifies that all items furnished or purchased under the Definitive Agreements will conform to and comply with said standards and regulations. Vendor further agrees to indemnify and hold harmless City from all damages assessed against City as a result of Vendor's failure to comply with these acts and the standards issued thereunder and for the failure of the items furnished under the Definitive Agreements to so comply.

Equal Employment. During the performance of the Definitive Agreements, Vendor agrees that Vendor Personnel performing Services in the United States must be United States citizens or lawfully admitted in the United States for permanent residence or lawfully admitted in the United States holding a visa authorizing the performance of Services on behalf of Vendor.

Vendor shall not discriminate against any Vendor Personnel, applicant for employment, or any member of the public because of race, color, religion, sex, sexual orientation, national origin or any other class protected by federal, state or local employment discrimination laws. Vendor shall ensure that Vendor Personnel are treated equally during employment, without regard to their race, color, religion, sex, sexual orientation, national origin or any other class protected by federal, state or local employment discrimination laws. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

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Use of Subcontractors. Vendor shall not subcontract any of its responsibilities without City's prior written approval, which may be withheld in City's sole discretion. Prior to entering into a subcontract with a third party for the Services, Vendor shall (i) give City reasonable prior written notice specifying the components of the Services affected, the scope of the proposed subcontract, the identity and qualifications of the proposed Subcontractor, and the reasons for subcontracting the work in question; and (ii) obtain City's prior written approval of such subcontractor. City also shall have the right to revoke its prior approval of a subcontractor and direct Vendor to replace such Subcontractor as soon as possible. Vendor shall be responsible for any failure by any Subcontractor or Subcontractor personnel to perform in accordance with the Definitive Agreements or to comply with any duties or obligations imposed on Vendor under the Definitive Agreements to the same extent as if such failure to perform or comply was committed by Vendor or Vendor Personnel. Vendor shall be City's sole point of contact regarding the Services, including with respect to payment.

Compliance With Rules. While at the City facilities, Vendor Personnel shall (i) comply with the rules and regulations that City sets regarding personal and professional conduct (including compliance with City's dress code, the wearing of an identification badge provided by City, and adherence to City's regulations and general safety practices and procedures) generally applicable to such City Facilities, (ii) comply with reasonable requests of City personnel pertaining to personal and professional conduct, and (iii) otherwise conduct themselves in a businesslike manner.

Vendor agrees to immediately remove any Vendor Personnel who engage in Substance Abuse while on City facilities or while performing Services. "Substance Abuse" includes the sale, attempted sale, possession or use of illegal drugs, drug paraphernalia, or alcohol, or the misuse of prescription or non-prescription drugs.

Compensation and Benefits. Vendor shall provide for and pay the compensation of Vendor Personnel and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Vendor or to any Vendor Personnel for Vendor's failure to perform its compensation, benefit, or tax obligations. Vendor shall indemnify, defend and hold City harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

Relation of Parties.

The Contractor, its sub-contractors, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its sub-contractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees.

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The Contractor, sub-contractors, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

IV. Representations and Warranties

General. Vendor represents and warrants that (a) it has all necessary rights, licenses and approvals required to provide the Services and to provide City with the rights in the RMS and City shall be entitled to use the RMS without disturbance; (b) all obligations owed to the third parties with respect to the activities contemplated to be undertaken by Vendor pursuant to the Definitive Agreements are or will be fully satisfied by Vendor so that City will not have any obligations (other than obligations set forth in the Definitive Agreements) with respect thereto; (c) Vendor's obligations under the Definitive Agreements are not in conflict with any other Vendor obligations; (d) Vendor will comply with all applicable Laws in the performance of its obligations under the Definitive Agreements; and (e) Vendor's arrangements with its Subcontractors who provide services to Vendor in connection with the performance of Vendor's obligations under the Definitive Agreements shall be in compliance with the terms and conditions of the Definitive Agreements.

Defects. Vendor represents and warrants that, during the Warranty Period, the RMS and all components thereof shall comply with the Specifications, be free from errors in operation and performance and be free from Defects.

Malicious Code. Vendor represents and warrants that it shall use its best efforts to prevent the introduction and proliferation of any Malicious Code into the RMS or City's information technology environment. Without limiting Vendor's other obligations under the Definitive Agreements, Vendor covenants that, in the event any Malicious Code is found in the RMS or City information technology environment, if such Malicious Code originated in the Equipment, Software or other resources provided by Vendor under the Definitive Agreements, Vendor shall remove such Malicious Code at its expense and indemnify City for all Losses incurred by City as a result of such Malicious Code.

Disabling Code. Vendor represents and warrants that Vendor shall not insert into the RMS any code which could be invoked to disable or otherwise shut down all or any portion of the RMS. Vendor further represents and warrants that no portion of the RMS contains any "back door," "time bomb," "Trojan horse," "worm," "virus," or other computer software

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routines or hardware components designed to (a) permit access or use of either the RMS or City's computer systems by Vendor or a third party not authorized by the Definitive Agreements, (b) disable, damage or erase the RMS or any information or data stored therein.

With respect to any disabling code that may be part of the RMS, Vendor shall not invoke or cause to be invoked such disabling code at any time, including upon expiration or termination of the Definitive Agreements for any reason, without City's prior written consent.

For purposes of this provision, code that serves the function of ensuring software license compliance (including passwords) shall not be deemed disabling code, provided that Vendor notifies City in advance of all such code and obtains City's approval prior to installing such code in the RMS.

Intellectual Property. Vendor represents and warrants that at the time of delivery to City, no element of the RMS and/or methodology provided under the Definitive Agreements is the subject of any litigation (“Litigation”), and (2) Vendor has all right, title, ownership interest, and/or marketing rights necessary to provide the RMS and/or methodology to City and that each License, the RMS System and/or methodology, and their sale, license, and use hereunder do not and shall not directly or indirectly violate or infringe upon any copyright, patent, trade secret, or other proprietary or intellectual property right of any third party or contribute to such violation or infringement (“Infringement”).

Vendor Personnel. Vendor represents and warrants it will provide sufficient Vendor Personnel to complete the Services within the applicable time frames and milestones established pursuant to the Definitive Agreements. Vendor represents and warrants that Vendor Personnel shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a professional and workmanlike manner consistent with industry standards. Vendor represents and warrants that all Vendor Personnel utilized by Vendor in performing Services are under a written obligation to Vendor requiring the Vendor Personnel to maintain the confidentiality of Confidential Information.

Equipment. Vendor represents and warrants that the Equipment, at the Acceptance Date, will be new and free from Defects in materials and workmanship. Vendor further represents and warrants that City shall obtain good and marketable title to the Equipment, free from any lien or encumbrance.

Sizing. Based on Vendor’s studies of City’s existing systems which are to be replaced by the RMS, and the demonstrations, conversations, correspondence, and the Request for Proposal documents, Vendor has gained an adequate understanding of City’s requirements

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pertaining to an integrated RMS to enable performance of the terms of the Definitive Agreements. Based on this in-depth understanding and combining it with Vendor's knowledge and experience with other municipal organizations, Vendor warrants that the proposed system has been sized to meet City's current needs and accommodate growth in the near future.

V. Indemnification

Vendor Indemnification. Vendor agrees to indemnify, defend and hold harmless City and its officers, directors, employees, agents, successors, and assigns from any and all Losses and threatened Losses due to third party claims arising from or in connection with any of the following: (1) Vendor's breach of any of the representations and warranties set forth in the Definitive Agreements; (2) Vendor's breach of its obligations with respect to City Data or City Confidential Information; (3) Occurrences that Vendor is required to insure against pursuant to the Definitive Agreements, to the extent of Vendor's actual coverage under its insurance policies, or in the event Vendor fails to obtain the applicable insurance policy, to the extent of the coverage required therein; provided, however, that this provision shall not limit City's right to indemnity under any other provision of the Definitive Agreements; (4) Claims by government regulators or agencies for fines, penalties, sanctions or other remedies arising from or in connection with Vendor's failure to perform its responsibilities under the Definitive Agreements; (5) taxes, together with interest and penalties, that are the responsibility of Vendor under the Definitive Agreements; (6) the death or bodily injury of any agent, employee, customer, business invitee, business visitor or other person caused by the negligent design, the supply of improper or defective material or workmanship, or the negligence or other tortious conduct of Vendor or Vendor Personnel; (7) the damage, loss or destruction of any real or tangible personal property caused by the negligence or other tortious conduct of Vendor or Vendor Personnel; and (8) any claim, demand, charge, action, cause of action, or other proceeding asserted against the indemnitee but resulting from an act or omission of Vendor or Vendor Personnel in its capacity as an employer or potential employer of a person.

Proprietary Rights Indemnification. Vendor shall indemnify, defend and hold City and all end users and their respective successors, officers, employees, and agents harmless from and against any and all actions, claims, losses, damages, liabilities, awards, costs, and expenses (including legal fees) resulting from or arising out of any Litigation, any breach or claimed breach of the intellectual property representations and warranties made by Vendor, or which is based on a claim of an Infringement and Vendor shall defend and settle, at its expense, all suits or proceedings arising therefrom. City shall inform Vendor of any such suit or proceeding against City and shall have the right to participate in the defense of any such suit or proceeding at its expense and through counsel of its choosing. Vendor shall notify City of any actions, claims, or suits against Vendor based on an alleged Infringement of any Party's intellectual property rights in and to the RMS and/or

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methodology. In the event an injunction is sought or obtained against use of the RMS and/or methodology or in City's opinion is likely to be sought or obtained, Vendor shall promptly, at its option and expense, either (i) procure for City its end users the right to continue to use the infringing portion(s) of the RMS and/or methodology as set forth in the Definitive Agreements; (ii) replace or modify the infringing portions of the RMS and/or methodology to make its use non-infringing while being capable of performing the same function without degradation of performance, or (iii) if a suitable replacement is not able to be provided in a timely manner, refund to City the amount paid for the applicable license.

VI. Contract Price, Charges, Payments and Taxes

Contract Price. The total price for the purchase of the RMS, including but not limited to the purchase of the Equipment, the license of the Vendor Software and the Third Party Software, and the provision of the Documentation and Services (exclusive of periodic maintenance and support Service payments and other time and material Service payments which are to be made in consideration of the performance of maintenance and support and time and material Services) is a fixed price of _____ Dollars (\$_____.00) (the "Contract Price").

Charges. Charges, prices, and fees ("Charges") and discounts, if any, for maintenance and support Services and time and material Services are as set forth in the Definitive Agreements, in a purchase order, or as otherwise agreed upon by the parties, unless modified as set forth in the Definitive Agreements. Upon City's request, Vendor shall provide to City copies of records which substantiate that City has received the Charges and discounts to which City is entitled to under the Definitive Agreements. Except as expressly provided in the Definitive Agreements, Vendor and City shall each bear all of its own expenses arising from performance of its obligations under the Definitive Agreements, including (without limitation) expenses relating to personnel, facilities, utilities, Equipment, supplies, clerical and the like.

Compensation and Schedule of Payments. City shall pay the Contractor at the rates submitted in the Vendor's proposal for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

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Taxes. City shall be responsible for any sales, use, excise, value-added and other taxes and duties payable by Vendor on the Services as a whole or on a particular good or service received by City from Vendor where the tax is imposed on City's acquisition or use of such Services or goods or services from Vendor, and not by Vendor's cost in acquiring the goods or services. The City is not responsible for:

- a) Taxes based upon the net worth, gross income or net income of the Vendor Taxes based upon the franchise of the Vendor;
- b) Taxes based upon the equipment or software, other than that which is licensed in this agreement;
- c) Taxes paid by or for any employee of Vendor.

The Parties will use commercially reasonable efforts to cooperate with each other to enable each to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible. The City reserves the right to review all tax charges and, in no event, will be responsible to pay more than is appropriate or actually paid under applicable law. Vendor will pass on to the City any tax refunds received with respect to the City's previous payment or reimbursement of applicable taxes hereunder.

Each Party shall provide and make available to the other any resale certificates, information regarding out-of-state or out-of-country sales or use of equipment, materials or services, and other exemption certificates or information reasonably requested by either Party. Prior to performing work for the City, Vendor shall secure a City of Vancouver Business License under V.M.C. 5.04.010.

Modifications to Charges. Where a change in an established Charge for any of the maintenance and support or time and material Services is provided for in the Definitive Agreement, Vendor shall give to City at least ninety (90) days' prior written notice of such change. Any increase in a Charge shall not occur during the first twenty-four (24) months of the Definitive Agreements, during the term of the applicable purchase order or during the specified period for performance of Services, whichever period is longer. Thereafter, any increase in a Charge shall (1) not occur unless a minimum of twelve (12) months has elapsed since the effective date of the previously established Charge, and (2) not exceed the lesser of the Consumer Price Index or five percent (5%) of such Charge.

Most Favored Customer. Vendor's charges to City for Services to be provided under the Definitive Agreements shall be at least as low as Vendor's lowest charges to other customers purchasing the same or substantially similar services in comparable or lower volumes. If Vendor offers lower charges to any other customer for the same or

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substantially similar services, Vendor shall adjust the City charges effective as of the date such lower charges were first offered to such other customer.

Set Off. With respect to any amount to be paid or reimbursed by City under the Definitive Agreements, City may set off against such amount any liquidated amount that Vendor is obligated to pay City hereunder.

Withholding of Payment. City shall pay undisputed Charges when such payments are due under the Definitive Agreements. However, City may withhold payment of Charges that City disputes in good faith. If City in good faith disputes any Charges under the Definitive Agreements, City shall notify Vendor of such disputed amount and the basis for City's dispute together with any appropriate information supporting City's position. If City withholds any disputed Charges, City shall pay the undisputed portion of Charges when due. Neither the failure to dispute any Charges or amounts prior to payment nor the failure to withhold any amount shall constitute, operate or be construed as a waiver of any right City may otherwise have to dispute any Charge or amount or recover any amount previously paid.

VII. Termination

Termination for Convenience. City may terminate the Definitive Agreements, or any part hereof, for its sole convenience by giving written notice of termination to Vendor. Upon Vendor's receipt of such notice, Vendor shall, unless otherwise specified in the notice, immediately stop all work thereunder and, to the extent permitted under each applicable subcontract or agreement, give prompt written notice to suppliers and subcontractors to cease all related work. Vendor shall be paid the price specified herein for all non-defective work performed hereunder as of the date of City's termination notice, such payment to be made within thirty (30) business days after Vendor delivers such work to City, in its then current form, free and clear of all liens. Except for costs necessary to implement City's termination directive, Vendor shall not be paid for any work done after receipt of such notice, for any costs incurred by Vendor's suppliers or subcontractors after receipt of City's termination notice, or for work which Vendor could reasonably have avoided. Notwithstanding the foregoing, in no event shall the aggregate charges to be paid by City under this Section exceed the unpaid portion of the Contract Price.

Termination for Cause. Except as provided below by the Section below titled "Termination for Non-Payment," in the event that either Party materially or repeatedly defaults in the performance of any of its duties or obligations set forth in the Definitive Agreements, and such default is not substantially cured within thirty (30) days after written notice is given to the defaulting Party specifying the default, then the Party not in default may, by giving written notice thereof to the defaulting Party, terminate the Definitive Agreements or the

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applicable License relating to such default as of a date specified in such notice of termination.

Termination for Insolvency or Bankruptcy. The City may immediately terminate the Definitive Agreements by giving written notice to the Vendor in the event of (1) the liquidation or insolvency of the Vendor, (2) the appointment of a receiver or similar officer for the Vendor; (3) an assignment by the Vendor for the benefit of all or substantially all of its creditors, (4) entry by the Vendor into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, or

(5) the filing of a meritorious petition in bankruptcy by or against the Vendor under any bankruptcy or debtors' law for its relief or reorganization.

Termination for Non-Payment. Vendor may terminate the Definitive Agreements or a License granted thereunder if City fails to pay when due any undisputed amounts due and such failure continues for a period of sixty (60) days after the last day payment is due, so long as Vendor gives City written notice of the expiration date of the aforementioned sixty (60) day period at least thirty (30) days prior to the expiration date.

Termination for Non-Appropriation. If funding for this project is not allotted by the City for the next succeeding fiscal period by appropriation, appropriation limitation, grant, or other funding source available to it for purposes of the Definitive Agreements, the Definitive Agreements shall automatically terminate at the end of such current fiscal period for which funds have been allocated, without penalty to City. Such termination shall not constitute an event of default under any other provision of the Definitive Agreements, but City shall be obligated to pay all charges incurred through the end of the current fiscal period. City shall give Vendor written notice of such unavailability of funds not later than thirty (30) days after it receives notice of such unavailability.

Rights Upon Termination. Unless specifically terminated as set forth in this Section, all Licenses (and City's right to use the Vendor Software in accordance with such Licenses) and purchase orders which require performance or extend beyond the term of the Definitive Agreements shall, at City's option, be so performed and extended and shall continue to be subject to the terms and conditions of the Definitive Agreements. In the event of termination, the City is permitted to retain a non-production, archival copy of the Software that will be kept for use in the event of a requirement of law, by the IRS, by a regulatory or governmental agency, by the City's auditors, or by judicial direction.

IX. Equipment

Shipment of Equipment. Vendor shall ship any RMS related Equipment, and provide all required software and system manuals and documentation in such manner so as to assure the delivery of such to the City on or before the delivery date specified in the Definitive

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Agreements and in accordance with the Statement of Work ("Delivery Date"). The Equipment shall be shipped by Vendor Carriage and Insurance Paid (CIP under INCOTERMS) so that the Equipment will be delivered by the Delivery Date to the Site. Upon notice to Vendor delivered at least ten (10) days prior to the Delivery Date, City may delay the shipment of the Equipment for a period of up to ninety (90) days. In the event City so notifies Vendor, the Equipment shall be stored by Vendor until City designates a new Delivery Date. For the purposes of the Definitive Agreements, delivery of the Equipment shall be deemed to have occurred when the last of the components of the Equipment (provided such components conform to the Specifications and requirements of the Definitive Agreements) has been delivered to the Site as evidenced by a bill of lading signed by the carrier ("Delivery"); provided that Delivery shall not have occurred if any Equipment not delivered delays the installation and safe operation of the Equipment. Except as otherwise specifically agreed upon by City in writing, City shall not be required to accept early shipment of any Equipment if such shipment would result in delivery of any portion of such Equipment earlier than ten (10) days prior to the Delivery Date for such Equipment. Shipment will be FOB destination Site.

Risk of Loss. Vendor shall retain all risk of loss or damage to the Equipment until the Equipment is delivered to the Site. Risk of loss or damage to the Equipment shall pass to and vest in City upon arrival of the Equipment at the Site. City shall be responsible for all risk of physical loss or damage to the RMS (except loss or damage due to the fault or negligence of Vendor), following delivery of the Equipment to a secure location provided by City at the Site.

Passage of Title. Title to the Equipment shall vest in City upon acceptance of the RMS, and Vendor shall promptly execute and deliver to City written documentation which shall be effective to confirm in City good and marketable title to the Equipment being purchased, free and clear of all obligations, mortgages, liens, pledges, custodianship, security interests, or any other encumbrances, claims, or charges of any kind whatsoever.

Equipment Maintenance. Vendor agrees to provide on-site maintenance services on inoperable Equipment which are necessary to return the Equipment to good operating condition. All such Equipment maintenance shall be performed during the days and hours, and within the response times, set forth in the Definitive Agreements for each piece of Equipment. Vendor will at no additional charge, provide new replacement parts for the Equipment on an exchange basis required as a result of normal use during the Warranty Period. Parts removed become the property of Vendor. Service or parts required for the Equipment as a result of other than normal use (e.g., accident, fire, lightning, water damage, negligence, misuse or repairs, alterations or modifications performed by persons not authorized by Vendor) are not included and are charged at Vendor's rates set forth in the Definitive Agreements. Service requested by City to be performed at times other than

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during the Principal Period of Maintenance for such Equipment shall be subject to Vendor's personnel availability and charged to City at rates set forth in the Definitive Agreements.

Vendor will also provide assistance by telephone to answer urgent and immediate questions during the Principal Period of Maintenance. All services to be performed hereunder may be performed by Vendor or by third parties designated by Vendor. All Vendor Equipment Maintenance Services shall be conducted in accordance with the terms contained in the Definitive Agreements.

XI. Vendor Software

Grant of License. Vendor grants City and City has a nonexclusive, irrevocable, fully paid, royalty-free, perpetual license to use, execute, store, reproduce, modify, create derivative works of, publicly perform and publicly display, by all means now known or later developed, the Vendor Software and Documentation, in accordance with the terms and conditions of the Definitive Agreements, on behalf of City (a "License"), in connection with City's use of the RMS. City may relocate the Vendor Software onto any hardware or equipment which City may at any time acquire to replace or upgrade the Equipment.

The foregoing License permits City to create, and to engage third parties to create on City's behalf, derivative works of the Vendor Software as may be necessary to modify, maintain, support and update the Vendor Software.

Copies of License. City may make two (2) archival copies of the Vendor Software, plus as many copies of both the client and server components of the Vendor Software as are necessary and proper under the normal back-up procedures which are utilized by City.

Permitted Use. Any License granted under the Definitive Agreements permits City to concurrently (1) use the Vendor Software in a production environment as described in the Request for Proposal and the Proposal and performing disaster recovery, disaster testing, training, and backup as City deems necessary, (2) use the Vendor Software in a test environment and (3) use, copy and modify Documentation for the purpose of creating and using training materials relating to the RMS and the Vendor Software. Access to and use of the RMS and the Vendor Software by independent contractors of City shall be considered authorized use under the Definitive Agreements.

APIs. Vendor shall provide to City a complete set of the standard file transfer interfaces and database formats for the Vendor Software, and City shall have a license to use such materials for purposes of developing interfaces to other City database and computer systems, as well as to any third party software that may be licensed by City.

Proprietary Markings. City shall not remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Vendor Software.

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Duplication of Documentation. City may duplicate Documentation, at no additional charge, for City's use so long as all required proprietary markings are retained on all duplicated copies.

Ownership of Vendor Software and Modifications. The Vendor Software shall be and remain the property of Vendor or third parties which have granted Vendor the right to license the Vendor Software and City shall have no rights or interests therein except as set forth in the Definitive Agreements. City shall be entitled to modify the Vendor Software and to develop software derivative of or interfacing with the Vendor Software. All modifications of and software derivative of the Vendor Software developed by City shall be and remain the property of City, and Vendor shall have no rights or interests therein.

Termination of Vendor Software License. City may terminate any License for any reason by providing written notice to Vendor. If City elects to so terminate a License, City shall return to Vendor or, at City's option, destroy, all copies of the Vendor Software and Documentation in City's possession which are subject of the terminated License, except as may be necessary for archival purposes as noted above.

Ownership of City Data

The City retains all title, right, interests and ownership to all City Data. In the event of a termination of this Contract for any reason, the Vendor shall return all City Data to the City in the Vendor's possession, including all records and data maintained in the RMS. The records and data maintained in the system shall be returned to the City in a non-proprietary format, without technical restrictions or need for de-coding, suitable for reproduction and use by computer and photocopy equipment, and shall consist of a full language statement comprising the City Code and complete data documentation which comprises the design specifications, file types and formats, and all other material necessary to allow a reasonably skilled programmer or analyst to maintain and reuse the records and data without the assistance of Vendor or third-party software that places restrictions on access to the records and data in any way. The vendor agrees no service charge or cost will be assessed to the City for return of City Data or deletion of City Data. City Data which is deemed to be images or attachments to records within the RMS shall be returned separately in their native format and not bundled together with other records and data. All data maintained in the RMS shall be provided in a data-delineated format.

Cost of Delays

The parties recognize that calculation of damages for delays in performance will be impossible to calculate with perfect precision. To that end, the parties agree that the City will be paid an amount equal to 1.5% of the total contract amount for each day the RMS is not accessible to users due to a system or technical failure in the Vendor's technology environment, including its servers and software, whether hosted inside or outside Vendor's

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facilities. This amount is estimated to fairly represent the approximate harm caused to the City by such delays and shall begin 24 hours after the system failure occurs.

Software Maintenance and Support

General. The support Services set forth below for the Vendor Software shall be provided by Vendor to City during the Warranty Period at no charge to City. Thereafter, such support Services shall be provided by Vendor, upon City’s request, for either a fixed or open-ended term, at the applicable Charges set forth in the Definitive Agreements.

Vendor agrees to provide support services for the Vendor Software for a period of not less than five (5) years from the expiration of the Warranty Period. City may discontinue such support Services at any time by providing thirty (30) days’ advance written notice to Vendor. If such support Services were provided by Vendor for an open-ended term, City shall promptly receive a refund of pre-paid support Charges which reflects the amount for discontinued support Services after the effective date of the notice.

Improvements and Updates. Vendor shall provide to City all upgrades, modifications, improvements, enhancements, extensions, and other changes to Vendor Software developed by Vendor (“Improvements”) and all updates to the Vendor Software necessary to cause the Vendor Software to operate under new versions or releases of the Vendor Software’s current operating system(s) (“Updates”) which are generally made available to other customers of Vendor as part of Vendor’s standard software maintenance program.

Availability. Vendor shall provide maintenance and support for the Vendor Software 24 hours a day, 7 days a week.

Response and Repair Times. Vendor shall respond to City requests for support, provide workarounds and patches for the Vendor Software within the time frames set forth in the Definitive Agreements, which time frames will be determined based on the nature and severity of the Defect.

Version Support. Vendor Software maintenance support provided by Vendor shall be for (i) the most current revision level of the most current production version and (ii) previous production versions for a minimum of 24 months after the previous version is superseded. Support for earlier production releases is available via a customized support agreement with Vendor.

Defects. Vendor shall promptly notify City of any Defects, errors or malfunctions in the Vendor Software or Documentation of which Vendor becomes aware from any source and shall promptly provide to City modified versions of Vendor Software or Documentation which incorporate corrections of any Defects.

CITY REQUIREMENTS

Revisions. Vendor shall provide to City any revisions to the existing Documentation developed for the RMS and the Vendor Software or necessary to reflect all Corrections, Improvements, or Updates.

XIII. Third Party Software

Procurement of Third Party Software. Vendor shall procure, on City's behalf, any Third Party Software needed, and City shall execute and deliver the license and maintenance agreements for the Third Party Software. City shall comply with all reasonable terms and conditions of such agreements, provided that Vendor may serve as City's agent for purposes of obtaining and implementing the items and services contemplated by such agreements.

Third Party Warranties and Guarantees. Vendor shall obtain from all suppliers of the Third Party Software, all standard guarantees and warranties normally provided on all machinery, equipment, services, materials, supplies and other items used in connection with the performance of the Services, including all such machinery, equipment, materials and other items which are incorporated into the RMS. Vendor shall obtain from each such supplier guarantees and warranties which are assignable to City and upon request of City, obtain an option for City to purchase a guarantee or warranty from such suppliers if commercially available at City's expense. Vendor shall enforce all guarantees and warranties until such time as such guarantees or warranties expire. Such guarantees and warranties shall, to the extent they have been made assignable, be transferred to City upon expiration or termination of the Definitive Agreements. Such guarantees and warranties shall, to the extent they have been extended, be transferred to City upon termination of the Definitive Agreements. Vendor shall, to the extent that a warranty or guaranty has been extended or made assignable to City deliver to City copies of all such guarantees and warranties and relevant extracts from all related technical specifications.

XIV. Source Code.

Provision of Source Code. City's ability to adequately utilize Vendor Software will be materially jeopardized if Vendor fails to maintain or support such Vendor Software unless complete Source Code for the Vendor Software and related Documentation is made available to City for City's use in satisfying City's maintenance and support requirements. Therefore, Vendor agrees that if an "Event of Default" occurs, then Vendor shall promptly provide to City one copy of the most current version of the Source Code for the affected Vendor Software and associated Documentation in accordance with the following:

- (a) An Event of Default shall be deemed to have occurred if Vendor: (1) ceases to market or make available maintenance or support Services for the Vendor Software during a period in which City is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and Vendor has not promptly cured such failure

CITY REQUIREMENTS

despite City's demand that Vendor make available or perform such maintenance and support; (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings; (3) ceases business operations generally or (4) has transferred all or substantially all of its assets or obligations set forth in the Definitive Agreements to a third party which has not assumed all of the obligations of Vendor set forth in the Definitive Agreements.

- (b) Vendor will promptly and continuously update and supplement the Source Code as necessary with all Corrections, Improvements, Updates, releases, or other changes developed for the Vendor Software and Documentation. Such Source Code shall be in a form suitable for reproduction, and use by computer and photocopy equipment, and shall consist of a full source language statement of the program or programs comprising the Vendor Software and complete program maintenance documentation which comprise the pre-coding detail design specifications, and all other material necessary to allow a reasonably skilled programmer or analyst to maintain and enhance the Vendor Software without the assistance of Vendor or reference to any other materials.
- (c) The governing License for the Vendor Software includes the right to use Source Code received under this Section as necessary to modify, maintain, and update the Vendor Software.
- (d) Upon request by City, Vendor will deposit in escrow with an escrow agent acceptable to City and pursuant to a mutually acceptable escrow agreement supplemental to the Definitive Agreements, a copy of the Escrow Materials which corresponds to the most current version of the Vendor Software in use by City. Vendor shall pay all fees of the escrow agent for services provided. If Vendor currently maintains or enters into an escrow agreement for the Source Code for the Vendor Software for the benefit of other customers of Vendor, then Vendor shall provide to City a current copy of such escrow agreement within ten (10) days of City's request and if such existing escrow agreement is acceptable to City, Vendor shall include City as a third party beneficiary of such escrow agreement at no charge to City. In such case, the existing escrow agreement shall be considered a supplemental agreement to the Definitive Agreements. If such existing escrow agreement is not acceptable to City, and City and Vendor elect not to enter into a separate escrow agreement, City and Vendor shall enter into an amendment to such existing escrow agreement which provides mutually acceptable terms and conditions; at a minimum, such terms and conditions shall allow City to conduct an audit of, or shall require that the escrow agent conduct an audit of, the copy of Escrow Materials in escrow to ensure that such copy meets the requirements established in this Section. Vendor's entry into, or failure to enter into, an agreement with an escrow agent or to deposit the described materials in escrow shall not relieve Vendor of its obligations to City described in this Section.

CITY REQUIREMENTS

(e) If, as a result of an Event of Default, Vendor fails to provide required support Services, then any periodic license fee which City is required to pay under the Definitive Agreements for Vendor Software shall be reduced to reflect such lack of support Services. At such time as Vendor commences offering the support Services described in the Definitive Agreements for Vendor Software, City may obtain such support Services as provided for elsewhere in the Definitive Agreements.

Rights in Bankruptcy. Vendor acknowledges that the grant of license is made, and the Definitive Agreements are entered into, in contemplation of the applicability of §365(n) of the U.S. Bankruptcy Code. **This Agreement shall be interpreted in accordance with the Intellectual Property Bankruptcy Protection Act of 1988, including, but not limited to 11 U.S.C. § 365(n). The parties expressly agree and acknowledge that the licensed Software is “intellectual property” as defined by § 101(35A) of the United States Bankruptcy Code.**

XV. System and Data Security

Vendor represents and warrants that its RMS, employees, contractors, partners and agents are fully compliant with current FBI Criminal Justice Information Services Security Policy. Vendor and its employees, contractors, partners, and agents further represent and warrant that it will not mine or otherwise process City Data for any purpose not explicitly authorized in the Definitive Agreement. The Vendor may process or analyze data as necessary for ongoing and routine performance monitoring to ensure continuity of service and/or to project future dynamic provisioning requirements. The Vendor further represents and warrants that it conducts regular audits of the RMS and associated systems to monitor for unauthorized access and access attempts, conducts regularly scheduled penetration tests, maintains a sufficient firewall to prevent unauthorized access to the RMS and associated systems.

The Vendor will maintain the integrity of City Data through physical or logical separation between the storage and services provided to the City, and storage and services provided to other persons or entities that are not explicitly authorized to share City Data as per the Definitive Agreement.

City Data may not be commingled with non-City Data in servers utilized for the RMS, or modified in any way that compromises the integrity of the data. The Vendor must maintain records of access to City Data sufficient to allow the City to establish a clear and precise chain of custody for all City Data. The Vendor shall notify the City if and when it changes the physical location in which City Data is stored.

Security Documentation

The Vendor shall provide a Certificate of Proof of Cybersecurity issued or approved by a duly authorized organization with appropriate credentials to verify the technical and operational capabilities and practices of the Vendor.

Technical Setup Requirements

This document lists the technical requirements for data translation services provided by LexisNexis.

Hardware

Agency provides a computing environment within their network for LexisNexis to interface with an agency's Records Management System (RMS). This computing environment provides a temporary warehouse for LexisNexis to develop an ETL process:

- **Extract** limited data from RMS for temporary use
- **Transform** and clean the data into a format LexisNexis requires
- **Load** the data from agency to LexisNexis servers

This ETL environment can be on an existing computer or a new dedicated machine. No data is saved long-term within the ETL environment; it is only a temporary work place.

Below are recommended hardware requirements for the dedicated ETL environment:

Hardware Specs	Recommended
Machine	Physical computer or virtual machine
Operating System	Microsoft Windows Server 2012 R2 (or later)
Processor	2 GHz multi-core 64bit
Memory	8 GB
Storage	20 GB to 40 GB (includes installed software)
Graphics	1920x1080 32 bit
Networking	Internet connection

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Software

Agency installs the following software on the ETL environment for use by LexisNexis.

Configuration will be coordinated with the assigned LexisNexis data translation engineer.

- **Microsoft SQL Server**
 - Version 2008 or later required (2008, 2008 R2, 2012, 2014, or 2016)
 - Standard edition or higher is recommended
 - Express (free) and Developer editions are not supported
- **SQL Server Data Tools (SSDT)**
 - An add-on component from the SQL Server installation
 - Installation files available online through Microsoft's website:
<https://docs.microsoft.com/en-us/sql/ssdt/download-sql-server-data-tools-ssdt>
 - Backwards compatible with previous versions of SQL Server
- **SQL Server Integration Services (SSIS)**
 - Add-on component from the SQL Server installation
 - Included with above SSDT installation
- **SQL Server Management Studio (SSMS)**
 - Separate install for SQL Server 2016 and above
 - Installation files available online through Microsoft's website:
<https://docs.microsoft.com/en-us/sql/ssms/download-sql-server-management-studio-ssms>
- **WinSCP**
 - Secure file transfer protocol (SFTP) client, free and open-source
 - Used to script and automate the upload of data to LexisNexis
 - Standalone portable executable version also available, no installation required
 - Installation files available here: <https://winscp.net/eng/download.php>

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Networking Connectivity

Internal

Agency provides a read-only connection to the source RMS location from the ETL environment.

Connections can be established to various formats such as SQL, Oracle, Excel, CSV, IBM, XML, etc.

The preferred connection is a SQL “Linked Server” method.

Use of a replicated copy as the source RMS is recommended. Direct connections to live production data could cause performance issues when extracting data. The source data can be replicated directly to the ETL environment or another location. Accommodations can be made if replication is not possible.

Using views or limited copies of data is not preferred; raw access to unfiltered data within the RMS is preferred (either replicated or otherwise).

External

- **Virtual Private Network (VPN):** Agency provides connectivity and credentials for LexisNexis to access an agency’s internal network. If the use of a VPN is unavailable, web-based GoToAssist screen-sharing connections can be used. The use of GoToAssist sessions negatively impacts the project timeline by requiring scheduling coordination between an agency and the assigned LexisNexis engineer.
- **Firewall Rules:** Agency to permit outbound traffic from ETL environment to:

Hostname	IP	Port	Service	Function
BAIRTRANSFER.LEXISNEXIS.COM	209.243.48.150	22	SFTP	Primary
BAIRTRANSFER.LEXISNEXIS.COM	66.241.42.90	22	SFTP	Backup
COMMUNITYCRIMEMAP.COM	209.243.50.85	443	HTTPS	Primary
COMMUNITYCRIMEMAP.COM	66.241.45.212	443	HTTPS	Backup

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Access Permissions

Windows Server

- Local or domain account with administrative rights to ETL environment
- Password that does not expire (for service account automation)
- Read/Write/Execute file permissions in a working file folder on ETL environment
- Permission to create and launch scheduled jobs (batch files, SQL agent stored procedures, etc.)

SQL Server

- SQL or Windows user account with read-only access to source RMS
- SQL or Windows user account with database owner access to ETL environment
- SQL Agent scheduled to start automatically on system restart
- SQL email alerting service for failed agent jobs (optional)

Uncover patterns, establish relationships and see the bigger picture with regional analysis

Setup Checklist

ETL Computing Environment	
<input type="checkbox"/>	Dedicated computer built (i.e. VM Server with Windows 2012 R2)
<input type="checkbox"/>	Latest security patches and antivirus definitions applied
<input type="checkbox"/>	Local or domain account created with administrative access
<input type="checkbox"/>	Password set to "never expires" for daily scheduled job
Software Installations	
<input type="checkbox"/>	Microsoft SQL Server installed
<input type="checkbox"/>	SQL Server Integration Services (SSIS) installed
<input type="checkbox"/>	SQL Server Data Tools (SSDT) installed
<input type="checkbox"/>	WinSCP client installed
Network Connectivity	
<input type="checkbox"/>	VPN service setup
<input type="checkbox"/>	Remote desktop service enabled into ETL environment
<input type="checkbox"/>	Firewall rules permitting outbound traffic from ETL environment
Data Connectivity	
<input type="checkbox"/>	Database owner access to ETL environment
<input type="checkbox"/>	Read-only access to law enforcement RMS data
Username and Password Credentials to LexisNexis Engineer	
<input type="checkbox"/>	VPN access instructions, including domain names, if applicable
<input type="checkbox"/>	ETL environment access (remote desktop) using local or domain account
<input type="checkbox"/>	SQL server access using SQL or Windows authentication
<input type="checkbox"/>	RMS data (read-only) service account
Server Names to LexisNexis Engineer	
<input type="checkbox"/>	VPN service URL or IP address
<input type="checkbox"/>	ETL computer (fully qualified domain name and local IP address)
<input type="checkbox"/>	SQL environment (if different than ETL computer)
<input type="checkbox"/>	RMS data (replicated or source)



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For Technical Support

Call (866) 277-8407 or email publicsafety.support@lexisnexis.com

For Product Information

Call (866) 528-0778

or visit <http://www.lexisnexis.com/risk/products/government/accurint-crime-analysis.aspx>

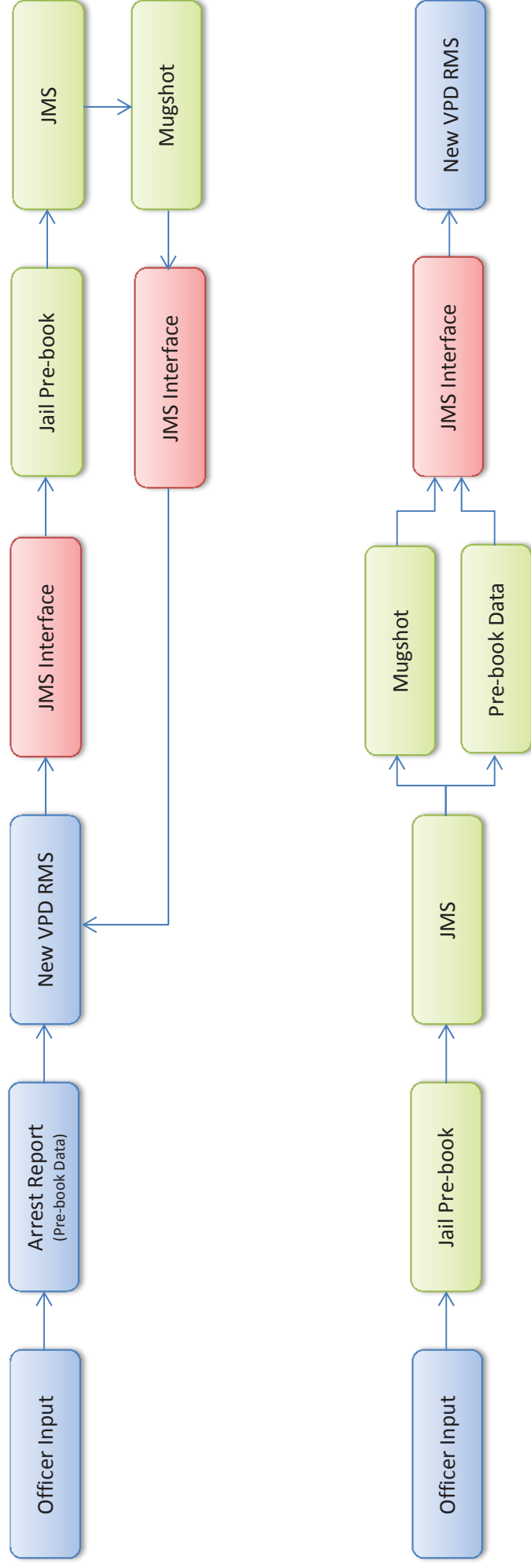
About LexisNexis® Risk Solutions

LexisNexis Risk Solutions (www.lexisnexis.com/risk) is a leader in providing essential information that helps customers across all industries and government assess, predict and manage risk. Combining cutting-edge technology, unique data and advanced analytics, LexisNexis Risk Solutions provides products and services that address evolving client needs in the risk sector while upholding the highest standards of security and privacy. LexisNexis Risk Solutions is part of RELX Group plc, a world-leading provider of information solutions for professional customers across industries.

Vancouver Police Department Records Management System Diagram Possible Jail Interface Designs

The goals of an interface between the new Vancouver Police Department Records Management System (RMS), and the Clark County Sheriff's Office Jail Management System (JMS):

- Officers only enter pre-book data once. Either the arrest report in the RMS could prefill the data fields in the JMS pre-book form, or the JMS pre-book data could prefill the data fields in the RMS arrest report.
- Mugshots are exported from the JMS into the RMS, to attach to the name record of booked subjects in the RMS.





Washington Association of Sheriffs and Police Chiefs

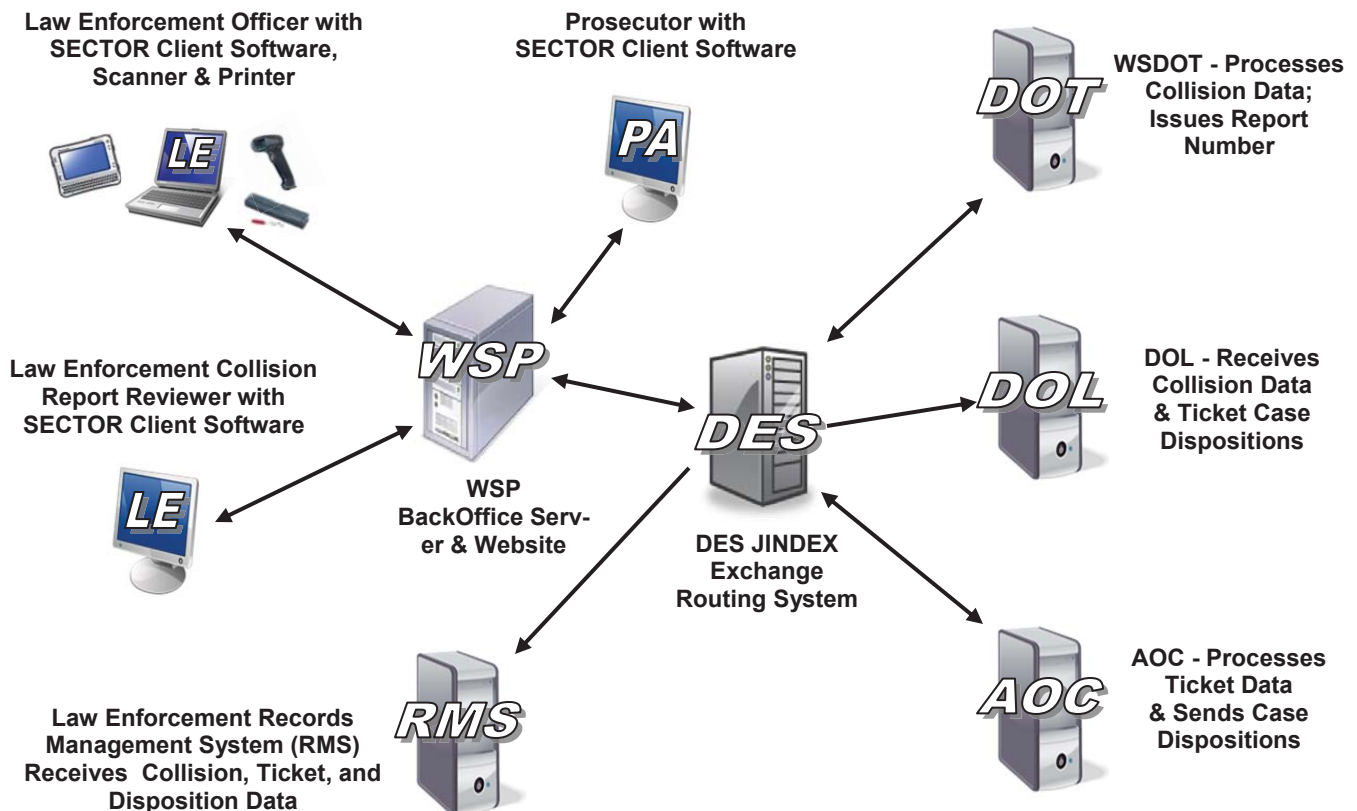
SECTOR Statewide Electronic Collision & Ticket Online Records Overview & Implementation Procedures

Background

SECTOR is a program that automates the collision and traffic ticket reporting process for a law enforcement officer. The program is installed on a laptop or mobile computer and either transmits immediately through wireless connection or later at the office.

Tickets are transmitted to the Administrative Office of the Courts (AOC); after local review, collision reports are transmitted to the Department of Transportation (DOT) and the Department of Licensing (DOL). The ticket and collision data are transmitted to the Back Office server at the Washington State Patrol (WSP) then forwarded to AOC, DOT, and DOL via the Justice Information Data Exchange (JINDEX), an integration platform maintained by the Washington State Department of Enterprise Services (DES).

The SECTOR program is provided to a local law enforcement agency (LLEA) at no cost; however, the LLEA must provide the laptop/mobile computer, barcode scanner, printer, and network connection.



Implementation

Process Checklist	Responsible Agency
Provide overview and Technical Assessment Survey	Washington State Patrol (WSP)
Complete survey; notify local court(s) & prosecutor	Local Law Enforcement Agency (LLEA)
Complete the WSP Service Level Agreement	LLEA will be contacted by WSP
Identify local agency system administrator (LASA)	LLEA through WSP Support Team
Attend sanctioned officer training event	LLEA through WASPC Coordinator
Provide training to court staff (if necessary)	Administrative Office of the Courts (AOC)
Ongoing SECTOR customer support	Washington State Patrol (WSP)

Contacts

WSP SECTOR Implementation Contact

Ms. Nancy Morris, (360) 486-2387,
nmorris@waspc.org

WASPC Equipment and Training Coordinator

Ms. Nancy Morris, (360) 486-2387,
nmorris@waspc.org

AOC SECTOR Coordinator

Court Business Analyst, (360) 753-3365,
businessanalyst@courts.wa.gov

SECTOR Technical Support

WSP Support Team, (360) 705-5999
sector@wsp.wa.gov

Technical Specifications

Provided, at no cost:

SECTOR client software, which installs these additional component(s) if not already present:

Adobe Reader 9.X or greater
Microsoft .NET Framework 3.5
Microsoft SQL Server 2008 R2
Windows Installer 4x

Equipment Prerequisites:

Hardware:

In-vehicle laptop or mobile computer*
Internet access

*SECTOR-Specific System Requirements for Officer Computer:

Compatible OS:

Windows 2000 Professional
Windows XP Professional & SP2
Windows Vista
Windows 7 Professional

Minimum Recommended HW:

Processor: 1 GHz; 60 GHz or greater preferable
RAM: 1 GB; 2 GB or greater preferable
Hard disk space: 1 GB; 2 GB or greater preferable

Recommended Options:

- 2-D barcode scanner (data-entry for driver license & vehicle registration)
USB - HID - connected
- Printer and paper
- Office Product. Note: AOC accepts Word documents so any word processing application that can save documents as a .doc file will work.

WASPC
3060 Willamette Drive NE
Lacey WA 98516
(360) 486-2380
www.waspc.org

eTRIP Messaging System and Onboarding Overview



Version 2.0

March 8, 2016

Prepared by the

eTRIP Operations Managers Team

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Attachment 1 – Phase 3 Readiness Checklist

Attachment 2 – eMS Onboarding Resources and Contacts

1. Purpose of this document

The purpose of this document is to provide an overview of the eTRIP Messaging System (eMS), and help set expectations for what is required to connect to the eMS. It describes, at a high level, the basic connectivity and messaging constructs that allow messages to be passed among participating eMS entities, and provides information on the eMS on-boarding process.

2. Intended audience

The intended audience for this document is any entity that is interested in connecting to the eMS in order to send and/or receive ticket, collision or other incident-related messages. This document *must* be read by business and technical personnel representing interested entities *prior* to making a formal request to engage in the eMS onboarding process.

3. Frequently used terms and acronyms used in this document

AOC: Administrative Office of the Courts

Authoring State Agency: A state agency that is responsible for the construct (schema) of specific message types processed through the eMS. AOC is responsible for Ticket and Disposition message types, and WSDOT is responsible for Collision and Full Collision message types.

DES: Department of Enterprise Services. DES provides technical staff support for the eMS.

DOL: Department of Licensing

Entity: A Public Safety or Criminal Justice Organization

eMS: eTRIP Messaging System

eTRIP: Electronic Traffic Records Information Processing

JINDEX: Justice Information Network Data Exchange

Non-SECTOR Systems: An electronic ticket or collision system other than SECTOR

Onboarding: Is the overall process that governs how a new participant applies to be connected to the eMS, conducts connectivity and testing activities, and deploys their production system to send and/or receive messages to and/or from the eMS.

Operations Managers Team (OMT): Is the group of state agency managers, chartered by the eTRIP Executive Leadership Team, that is responsible as the primary lead for all issues regarding the implementation, maintenance, update and enhancement of the eMS.

Participant: When used in a technical context, a participant is a physical server environment connected to the JINDEX for the purposes of exchanging messages. This term is also used generically to refer to the entity or organization responsible for connecting, operating and maintaining the connected server environment.

Publish: A term used in this and other supporting eMS documentation that is synonymous with “send”.

Records Management System (RMS): A system that subscribes to messages for the purposes of receiving ticket, collision, and disposition data.

SECTOR: Statewide Electronic Collision and Ticket Online Records

Subscribe: A term used in this and other supporting eMS documentation that is synonymous with “receive”

WSDOT: Washington State Department of Transportation

WTSC: Washington Traffic Safety Commission

WSP: Washington State Patrol

4. Overview of the eMS

a. What is the eMS?

The eTRIP Messaging System was constructed to support the goals of Washington’s Electronic Traffic Records Information Processing (eTRIP) initiative. The eTRIP initiative is a collaborative effort among state and local agencies to create a seamless and integrated system through which electronic ticket and collision information can travel from its point of origin to organizations that rely on this information to accomplish their mission. The primary goal of this undertaking is to eliminate the inefficiencies characteristic of our state’s current paper-based process of collecting and exchanging core business information.

The eMS was originally designed strictly to support the transport of ticket and collision records created by users of the Statewide Electronic Collision and Ticket Online Record (SECTOR) application. Specifically, once a record is created by a member of law enforcement in the field, it is reviewed and approved and sent to the SECTOR back office system at the Washington State Patrol. Records are then aggregated and sent to the Justice Information Network Data Exchange (JINDEX) to be distributed to the appropriate state backend service agency(s) such as the Administrative Office of the Courts (AOC) and the Washington State Department of Transportation (WSDOT).

The eMS has subsequently been enhanced to allow additional participant systems to be connected directly to the JINDEX. As a result, it is now possible for an entity that is not using the SECTOR application to send and/or receive traffic safety records to and/or from other participants, or for a records management system (RMS) of law enforcement agency to receive electronic records their members have created.

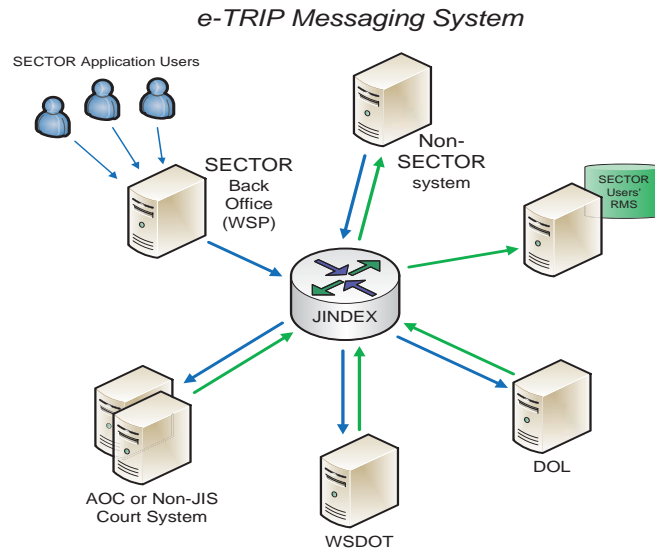


Figure 1 - High-level depiction of the eMS

b. How does it work?

At the heart of the eMS is the JINDEX. The JINDEX is an intelligent, centralized message broker that was created to eliminate the need for participating agencies to establish discreet, multiple connections between themselves and other agencies with which they wish to transact. The JINDEX is maintained and operated by the Department of Enterprise Services (DES). The JINDEX is comprised of four (4) different environments: Development, Test, Quality Assurance (QA), and Production. The process that ultimately leads to a new participant being included in the eMS requires that participant systems sequentially connect to the Test, QA and Production environments.

A system that is directly connected to the JINDEX is called a *participant*. As depicted in *Figure 1* above, the server systems maintained by AOC, WSDOT and others are participants.

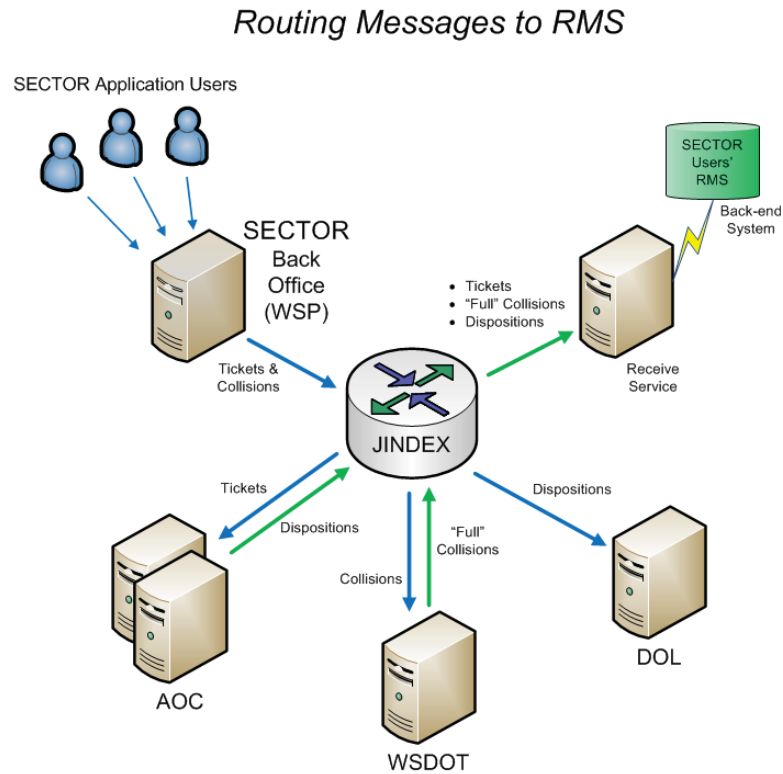
Using the JINDEX as an intermediary, participants either send messages to the other participants, receive messages from other participants, or both. Because the eMS uses a technical model known as publish/subscribe, it is possible that in this, and other related technical documents, the term “publish” may be used in place of “send”, and “subscribe” used in place of “receive”.

The eMS is based on server-to-server communications. Individual persons do not access the system directly, but rather must rely on the services their connected server system provides to access information.

5. Routing Concepts

Several kinds of message types and message flows are supported by the eMS, and the kinds of messages exchanged and number of participants involved depends on the requirements of a particular business need.

Figure 2 illustrates those message exchanges and systems required to provide a records management system (RMS) with copies of original SECTOR tickets created by their users, dispositions generated by AOC in response to those tickets, and “Full” Collision messages processed by WSDOT.



Conversely, some transactions are relatively simple, requiring the exchange of messages between only two parties. Figure 3 depicts the message flow required for the submission of vehicle-related citations from a non-SECTOR court agency to AOC.

Non-SECTOR Citation Routing

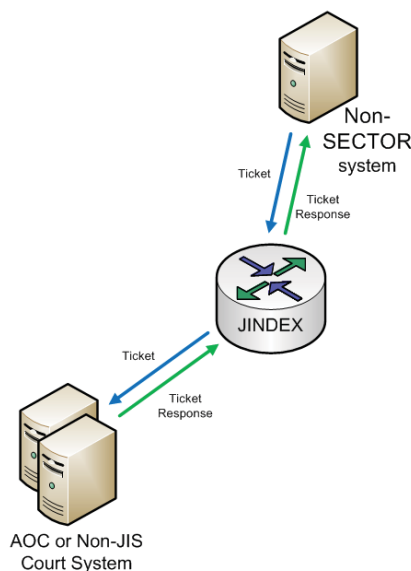


Figure 3 – Non-SECTOR Citation Routing

6. Send and/or Receive Service vs. Back-end System

Within the eMS messaging environment, it is important to make the distinction between a send and/or receive service and a back-end system. These two environments may or may not be in close logical or physical proximity to each other, but the functions they provide are different.

a. Send and/or Receive Service

The primary purpose of a send and/or receive service is to provide connectivity between one system and another. Web services programming standards are used to provide information on the kind of data to be exchanged, where to find data in a message and establish the type and level of security to be applied to message exchanges. Send and/or receive services, however, do not actually process any information contained in exchanged messages.

b. Back-end System

The back-end system is the ultimate destination for any message received by the eMS, and refers to the computing system where the data in a message will actually be stored and processed (consumed). It relies on the send and/or receive service to deliver messages it receives or generates, but it does not perform delivery functions itself.

Figure 2 depicts the separation of these two functions as they pertain to the delivery of messages to an RMS. The send and/or receive service receives messages and passes them on to the back-end system, which is the RMS.

NOTE: eMS participant agencies are required to create their own send and/or receive service and provide and maintain their own back-end system. eMS support staff will provide information on how to connect to the JINDEX and properly configure the send and/or receive service. However, support does not extend to configuration, operation or

maintenance of the back-end system, nor any coding assistance required to ensure that messages, once received, can be processed by the back-end system.

7. Messaging Concepts

a. Kinds of messages that can be sent or received

Currently, there are four (4) types of messages that can be sent to and/or received from participant systems.

Message types include:

- Ticket Message
- Collision Message
- “Full” Collision Message (includes 7-digit reporting number provided by WSDOT)
- Disposition Message

Participant systems that send messages through the eMS (as opposed to those that strictly receive) may also receive corresponding functional responses to these kinds of messages.

Additional message types may be made available later, depending on the future business needs of eMS participants.

b. Uniform message construct

While the actual content of a message will vary based on the reported event, the format and construct (schema) of each message is uniform. Specific state agencies have primary administrative responsibility for each message type, and are responsible for establishing the construct for those messages. These agencies are known as Authoring State Agencies.

For example, a Collision Message, regardless of its point of origin, will always be sent to WSDOT. As the state agency responsible for Collision Messages, WSDOT must be able to consume these messages in its system, and is therefore primarily responsible for the format and construct of the message. The same holds true for AOC, which receives Ticket messages and generates Disposition messages.

NOTE: Authoring State Agencies will make their message schema available upon request through an “out-of-band” process (not using the eMS to deliver them) so that independent testing can be conducted on participant back-end systems (see 6. b. above) prior to the commencement of any formal eMS connectivity activities.

c. Message Parameters

The JINDEX serves as a central “post-office” for all messages sent among eMS participants. Like a letter sent through the postal service, the destination of a message is not determined by its content, but rather by the addressing information contained on the envelope. Using this same construct, a message sent through the eMS is comprised of two primary elements: the message itself, and message “parameters” that are used to determine where the message should be delivered.

Parameters contain information such as:

- Message type
- The Originating Agency (ORI) number of the law enforcement agency that created the message
- The ORI number of the agency that filed the message
- Name of the participant system sending the message

A project sponsor (see Section 9.b.) will normally be assigned to new participants to help them determine how parameters should be populated to assure proper message delivery. Extensive testing of message parameters is conducted during the onboarding release cycle (see Section 9.e.) to verify they are populated correctly.

d. Business Rules

The JINDEX performs “conditional” routing based on a given combination of message parameters. Once a specific set of parameters that meets a participant’s sending and/or delivery requirements is identified, eMS technical staff write special code in the JINDEX to map the parameters to stated delivery requirements. The special set of code that meets specific delivery requirements based on message parameters is known as a “business rule”.

Participants are not required to have any knowledge of business rule coding, as this will be done exclusively by DES staff. However, mention of this is made here, as prospective participants will be required to work with DES during the onboarding process to ensure that new rules work properly and that the newly created rule(s) do not conflict with existing participants’ business rules.

8. Connectivity Requirements

Once an entity has completed the Business Assessment form and been approved to join the eMS, it will be provided with a Developer Guide, which provides a more detailed technical description of what is required to connect to the JINDEX. Prior to that however, it is important that prospective participants be made aware of the high-level connectivity requirements, and understand that connecting to the eMS requires a fairly high level of dedicated technical expertise.

a. Knowledge of server-based communication

As stated earlier, the eMS relies on the ability of servers to communicate with each other without the need for human intervention. This is made possible through the use of web services. A web service is a software system designed to support interoperable machine-to-machine interaction over a network.

The eMS uses standard web service specifications such as Extensible Markup Language (XML), Simple Object Access Protocol (SOAP), and Web Services Description Language (WSDL) to communicate and interoperate.

Entities interested in connecting to the eMS should ensure they have available technical resources that have had experience working with and implementing these technologies.

b. At least two server environments

As will be explained in the “Onboarding” section below, the release cycle process requires that participants connect first to the JINDEX Test environment, and then to the JINDEX Quality Assurance (QA) environment before connecting to the JINDEX production environment to send and/or receive messages through the eMS production system.

Therefore, in addition to a production system, an entity must be able to provide at least one additional system that can be alternatively connected to the JINDEX Test and QA environments to complete testing and assure timely, uninterrupted migration to production.

NOTE: An application to join the eMS as a participant will not be approved by the eTRIP Operations Managers Team unless the applying entity can confirm that at least two server environments will be available for testing and production use.

c. Send and/or receive services

Within its web services environment, a participant must be able to provide the ability to send messages to, and/or receive messages from, the JINDEX. This is done through the use of send and/or receive services.

The creation and availability of send and/or receive services is a pre-condition to working with DES staff to connect to the JINDEX.

d. Uniform Resource Locators

A Uniform Resource Locator, or URL, provides the internet location where participant server(s) can be found. Before any connectivity activities can commence, new participants will be required to provide the URL for their production server and one or more testing servers that will be used. Likewise, DES staff will provide the URLs for the JINDEX production, QA and Test servers so new participants can communicate with them.

Generally, it is necessary to modify local firewall rules to allow direct access to these resources. The time required to make any necessary firewall rules in a new participant’s environment should be considered in their planning timeline.

e. Knowledge of message-level encryption

The eMS uses message-level encryption to ensure message payload can securely be sent among participants. This is done through the use of digital certificates, which are exchanged between the participant and the JINDEX.

Unlike more conventional web browser-to-server security, which uses a server’s digital certificate to authenticate the server and establish an encrypted messaging “pipe”, message-level security ensures that the message itself is “digitally signed” by the sending participant and encrypted in such a way that only the receiving participant can read it.

Not only is this method more secure than browser-to-server security, it also allows messages to be sent as traffic through traditionally non-secure internet ports, thereby decreasing receiving endpoint complexity.

Participants must have knowledge of Microsoft Windows Communication Foundation (WCF) security concepts to ensure they can securely send and/or receive eMS messages.

f. Digital certificates issued by a trusted third-party

As stated above, the message-level encryption used by the eMS relies on the use of digital certificates. To ensure that the identity of the participant server can be independently verified, the entity must obtain a Secured Sockets Layer (SSL) digital certificate, issued by a trusted third-party certification authority, for each server environment they will use (see Section 8.b. above).

Additionally, to enable the use of message-level encryption, these certificates must contain the following key usage attributes:

- Digital Signature
- Non-repudiation
- Key Encipherment
- Data Encipherment

Guidance on where to purchase these certificates is provided in Attachment 1, *Phase 3 Readiness Checklist*.

9. Onboarding

a. What is “Onboarding”?

“Onboarding” is the overall process of applying and being approved for connectivity to the eMS, understanding and validating participant messaging requirements, connecting participant systems to the JINDEX, testing newly created programmatic business rules to ensure proper delivery of the messages, and connecting a participant system to the eMS production environment.

b. eMS Project sponsor

The eMS Operations Managers Team will assign a state representative to assist new participants through the onboarding process. Typically, this assistance will include guidance completing the forms required in the onboarding assessment cycle and identification of proper message parameter values. They will also act as a liaison between the new participant and DES technical staff throughout the release cycle.

New participants should also identify their own, internal, project sponsor before commencing onboarding activities.

c. Onboarding cycles and phases

The onboarding process is comprised of six (6) phases within two major cycles:

- Assessment Cycle
- Release Cycle

Each of these cycles is comprised of two or more phases.

A diagram depicting the onboarding process is shown below:

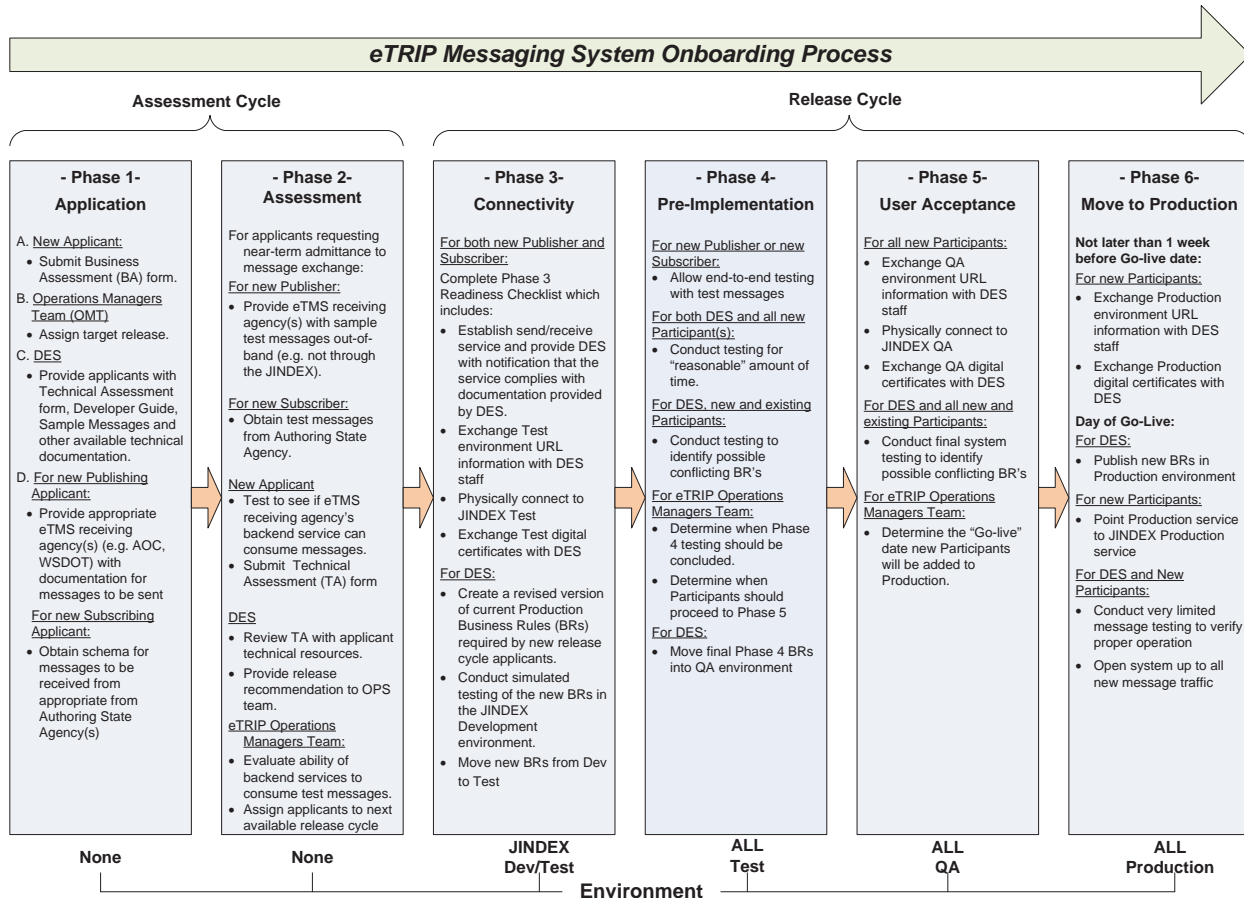


Figure 4 – eMS Onboarding Process

d. Assessment Cycle

The assessment cycle is primarily administrative and is comprised of the Application Phase and the Assessment Phase. The purpose of the assessment cycle is to gather information on the business needs and technical readiness of an entity wishing to connect to the eMS, and provide this information to the eTRIP Operations Managers Team which will determine if and when an entity should be connected.

1. Phase 1 - Application

During this phase, applicants will be required to complete two forms: Business Assessment and Technical Assessment.

i. Business Assessment Form

The Business Assessment form gathers information relating to the identity of the organization interested in connecting to the eMS, its messaging needs and any other relevant business, project or budget needs to be considered. It should be signed by someone with authority to bind the organization.

For information on where this form can be obtained, see Attachment 2, *eMS Onboarding Resources and Contacts*.

ii. Technical Assessment Form

The Technical Assessment form provides information relating to the participant's technical and application environment, technical resources and overall state of technical readiness. This form will be provided to new applicants by DES after the Business Assessment form has been submitted and reviewed. This form should be completed by technical personnel, either in-house or contracted, who have been authorized to do so by the business entity identified in the Business Assessment form.

2. Phase 2 - Assessment

During the Assessment Phase, the eTRIP Operations Managers Team reviews the Business and Technical Assessment forms and will contact applicant entities for additional information or clarification if required. Based on the information presented, the team will either approve or deny the request. For applicants that are approved, the team will assign the applicant entity to a release cycle. Assignment to a particular release cycle can be based on a number of factors, such as the number of previously-approved applicants in the queue, the technical readiness of an applicant entity or the similarity of messaging requirements with other approved applicants.

NOTE: Entities will not be assigned to a release cycle until:

- a) They can verify, with the eTRIP Operations Managers Team, that they have conducted testing to determine whether the message types they wish to send and/or receive can be consumed by them and/or their message exchange partner agency (see Section 7.b.).
- b) They can confirm, that in addition to a server environment that will be used for production employment, they have at least one additional isolated environment that can be used to conduct testing activities prescribed by the release cycle process below (see Section 8.b.).

Once approved, a new participant will be notified by a member of the eTRIP Operations Managers Team and assigned to a release cycle. New participants that have been assigned to the next available release cycle will be contacted by DES technical staff at the appropriate time to commence work on Phase 3. New participants assigned to later release cycles will be contacted by DES staff prior to the start of the assigned release cycle.

e. Release Cycle

The onboarding release cycle is focused on technical implementation and is comprised of four (4) phases starting with Onboarding Phase 3, "Connectivity" (see Figure 4 above). Each phase in the release cycle progressively moves from basic connectivity, to incremental testing, and finally to secure production deployment. During this cycle, entities will be required to connect to the JINDEX Test, QA and Production environments for the purposes of business rule testing and security validation.

1. Phase 3 – Connectivity

Phase 3 focuses on new participants working with DES staff to establish basic connectivity to the JINDEX Test environment. DES will work closely with participant technical staff and project managers to guide them through the process.

Independently, during this phase, DES will test new business rules in the offline JINDEX Development environment to determine whether the message parameters to be used by new participants yield the proper message delivery results.

NOTE: At this point in the onboarding process, it is imperative that new participants have completed and fulfilled all pre-requisite tasks and conditions to ensure a smooth, orderly and expeditious migration through the release cycle. The “*Phase 3 Readiness Checklist*”, attached hereto as Attachment 1, identifies these required tasks and activities.

2. Phase 4 – Pre-implementation

During Phase 4, participants work with DES staff to pass test messages between the JINDEX Test environment and the participant’s test environment.

The purpose of this phase is to ensure that proper physical connectivity can be achieved and confirm that new eMS business rules, based on the message parameters provided, accurately direct messages to their intended destinations. During this time, DES will also work to verify that newly created rules do not conflict with previously implemented production rules. This step also confirms that the appropriate security configurations are in place.

3. Phase 5 – User Acceptance

In Phase 5, new participants connect to the eMS QA environment to conduct final testing prior to moving to production. Unlike the Test environment, which may or may not be connected to other participant test systems, the QA environment exactly mirrors the production environment and is connected to QA systems of participants already in production.

In this phase, new participants will conduct end-to-end testing with their message exchange partners. The purpose of this testing is to confirm that messages reach their intended destinations and verify that newly created business rules do not conflict with those in production.

At the conclusion of this phase, the eTRIP Operations Managers Team will make a final decision on which release cycle participants will move forward to production, and assign a go-live production date. Release cycle participants that cannot successfully complete Phase 5 in the time allotted by the team will be required to re-apply for admission into a later release cycle.

NOTE: At this time it is critical that new participants that will be receiving messages verify that the messages they will be receiving once Step 6 below is completed can be processed by their back-end system. Likewise, new participants that will be sending messages to other eMS participants should verify that the recipients of these messages can process them in their back-end systems.

4. Phase 6 – Move to Production

In this phase, new participants work with DES staff to connect to the eMS production system and verify that at least one of each message type to be sent/or received can be successfully delivered.

Upon, or prior to, successful completion of user acceptance testing in Phase 5, new participants will exchange production environment digital certificates and URL information with DES staff. On the go-live date, at least one message will be processed to verify production readiness. In the event more than one message type (e.g. Ticket, Collision, etc.) will be sent or received by a new participant, at least one message conforming to each message type must be exchanged.

Once a message is verified as having been properly delivered in the production environment, the onboarding process will be deemed “production complete”.

NOTE: “Production complete” means the messaging pathways have been created, send and/or receive services are operational, and a message, when populated with parameters that conform to newly-built business rules, can reliably be delivered in the eMS production environment. *With respect to the role of DES technical staff in this process, the onboarding process does not extend to any activities that involve proper processing of message payload by a participant’s backend system once delivered. Should new participants experience difficulty processing properly formed messages, they should work with the appropriate Authoring State Agency (see Section 7.b.) or their project sponsor to resolve any outstanding issues.*

Attachment 1

- Phase 3 Readiness Checklist -

To ensure the timely, orderly completion of the onboarding process, the tasks and activities listed below must be completed before eMS Onboarding Phase 3 work can commence. These tasks are listed in the general sequence to be followed, but it should be noted that work on many of these tasks can be conducted in parallel.

Sections, where referenced below, refer to those sections contained in the “*eTRIP Messaging System and Onboarding Overview*” document.

- Establish at least two (2) working environments.** In addition to the production environment that will be used once the onboarding process is completed, new participants are required to have at least a second, discreet, environment that can be used to conduct testing. This second environment may be used to “toggle” between JINDEX Test and QA environments, but there must be a separate distinct and secure production environment.

- Order SSL digital certificates.** *Depending on an organization's purchasing practices and policies, participants should be mindful that certificates can take up to two weeks to order and install. Failure to complete this task in advance may delay the release cycle process.* A SSL certificate, issued by a trusted third-party, should be obtained for each server environment used (see below). Self-signed SSL certificates will not be allowed. To support message level encryption, certificates must contain the specific certificate “key usage” attributes listed in Section 8.f.

Certificates that meet this specification can be purchased from IdenTrust, Inc., at: http://www.identrust.com/certificates/buy_trustid_server.html.

- Obtain eMS/JINDEX Programmers Guide, sample code, sample messages and test client from DES staff**

- Develop and deploy send and/or receive services** (see Section 8.c.).

- Confirm that messages to be sent and/or received can be processed by the backend systems that will be receiving them** (see Section 7.b.).

- Work with DES JINDEX staff to connect your services to JINDEX message hub**
 - Install SSL digital certificates.**
 - Make firewall rule changes as necessary to allow incoming traffic from JINDEX servers**
 - Provide digital certificates to DES staff**
 - Obtain JINDEX digital certificates from DES staff**
 - Provide, to DES staff, URLs for each environment to be used** (see Section 8.d.).
 - Obtain URLs for JINDEX environments from DES Staff**

Attachment 2

- eMS Onboarding Resources and Contacts -

For more information on the eTRIP Initiative, go to:

<http://trafficrecords.wa.gov/etrip-program/>

For more information on SECTOR, go to:

<http://trafficrecords.wa.gov/etrip-program/etrip-program/>

To obtain a copy of the Business Assessment form required to apply to become an eMS participant, contact:

Debbie Peterman
SECTOR System Administrator
SECTORAdmin@wsp.wa.gov
(360) 596-4976

To obtain a copy of the eTMS Programmers Guide, contact:

Bill Moneer
WaTech
bill.moneer@watech.wa.gov
(360) 407-8849

To obtain message schema for currently available eMS message types:

For SECTOR Ticket and Disposition messages, contact:

Administrative Office of the Courts
sectorsupport@courts.wa.gov

For SECTOR Collision and "Full" Collisions messages, contact:

Matty Olesh
Washington State Department of Transportation
oleshm@wsdot.wa.gov
(360) 570-2465



ADDENDUM NO. 2

Project: RFP 17-18 POLICE RECORDS MANAGEMENT AND REPORT WRITING SYSTEM

Date: JULY 16, 2018

This Addendum shall become as fully a part of the above-named project drawings, specifications and bid documents as if therein written and shall take full and complete charge over anything therein written contained to the contrary. Each bidder shall be responsible for reading this Addendum to ascertain to what extent and in what manner it affects the work to be performed.

THIS ADDENDUM DOES NOT CHANGE THE DUE DATE FOR PROPOSALS:

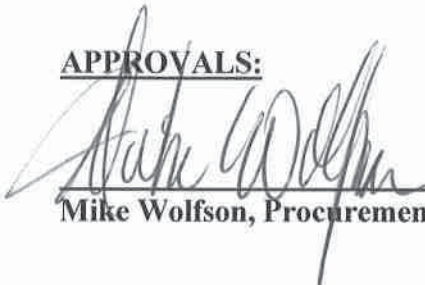
QUESTIONS & ANSWERS

1. Appendix D states, "Provide at least three references that are similar in size and requirements to this project, and that have implemented your software in the past five years. Reference sites should be fully implemented and live on the current version of the software." My question is whether "current version" will be a mandatory requirement that, if not fully met, will result in immediate disqualification.
Vendors must provide reference sites that have the current version of the system fully implemented and live. Providing references not using the current version will disqualify vendors.
2. The RFP indicates the system will be expected to be installed and operational during the second quarter of 2019. Is the City flexible on that go live date?
Because of the need to bring the system online in a timely manner and to meet the City's needs, the installation and operational start date are not flexible.
3. Regarding the information provided in Addendum 1, does the City want vendors to propose the hardware and commercial software required by LexisNexis for their ELT utility?
Vendors should propose any and all software and hardware that is required for their systems to operate with full functionality and interfaces as required in the RFP.
4. Regarding Appendix K, can the City provide an Excel sheet with the following changes:
 - Unlock cell 713D
 - Allow adjustment of row height for rows 568, 582, 587, 614, 646, 710, and 713**Herein attached is a revised spreadsheet that addresses these matters.**

5. Can the City of Vancouver please provide a copy of the Pre-booking form that is used by the Jail? The pre-book form is referenced on Page 7 (Appendices) of the Police Records Management Reporting Writing Document.
Yes, a copy is herein attached.
6. The proposal references the City's Minority Vendor commitment on page 6, is this considered in the scoring?
No, only those items listed will be considered during the evaluation process.
7. Is the City willing to sign a non-disclosure agreement given the requirement to conduct a hands-on review of the solution?
No, unless the non-disclosure agreement provides an exception for requests for public records under RCW 42.56 (which admittedly, wouldn't be doing much to prevent disclosure.) The reason for this, is that solutions we view and consider in the rating process are "public records" which have been "used" by the City – even if we never take possession of such records. Concerned Ratepayers v. PUD No. 1 of Clark County, 138 Wn.2d 950 (1999).
8. Can you provide additional details on migration / conversion of legacy data?
- What are the databases from where legacy data is to be migrated from?
The Versaterm database is a proprietary system. We have an option to have them (Versaterm) perform a data extraction to a flat file format. We also have set up a SQL reporting server that is updated nightly. We could use this to extract the Vancouver data.
 - How many years of data to be migrated?
Data from the period April, 2015 until new system implementation.
 - Size of database(s) to be migrated?
Herein attached is an SQL server disk usage report. Please note, this contains several agencies data. Vancouver has roughly 62,000 reports in the system.
 - What are all the different modules from where data is to be migrated?
Modules include incident reporting, field interviews, warrants, property/evidence, case management, names, vehicles, businesses, media and photos, attachments, supplements, follow ups, unknown suspects, tickets, and arrests.
9. For the Hardware costs do you want us to obtain quote from any specific vendor. We normally check the prices from Dell and will include in the cost proposal.
Vendors may provide quotes from any source for hardware but note however the City will be purchasing the hardware through its own sources. The purpose of providing quotes for hardware is to assist in determining the total cost of ownership for the new system.
10. What is the term for which the price proposal is to be submitted. Is it for 1 year, 3 years or 5 years.
Term of pricing will be negotiated with selected vendor.

11. How do we propose the Annual recurring costs, e.g. Software Maintenance or Hosting fees (Cloud Pricing). Can we add an additional tab to the price proposal or do we mention about it under Assumptions.
Please include it in "other" section of pricing document.
12. Can we include the cost of Software modification and customization (to comply with the City Business Rules) under "Professional Services" tab in the Price Proposal.
Yes, that information can be included.
13. Will a vendor be disqualified if they do not have any police agency references that are similar in size and requirements to the proposed project?
No however vendor proposals will be rated according to the scoring criteria described in the RFP.
14. Will a vendor be disqualified if they cannot provide the names of three police agencies for site visits that are different from the agencies used as references?
No however it will impact the vendor's scoring.
15. Could you provide more information on your expectations for a module to document K9-related activities?
Vendors should respond to this requirement according to their current system's capabilities.
16. Could you provide more information on your expectations for a module to manage confidential informants?
Vendors should respond to this requirement according to their current system's capabilities.

APPROVALS:


Mike Wolfson, Procurement Specialist

Date: 