



**Request for Proposals #20-032
POLICE DEPARTMENT
CAD & RMS SOFTWARE SYSTEM**

**PROPOSALS DUE NOT LATER THAN:
2:00 PM, PST ON Tuesday, March 17, 2020**

Calendar of Events

RFP Released	Tuesday, February 11, 2020
Questions due to City	Friday, February 28, 2020, 3:00 PM
Responses to Questions or Addendum Issued, if necessary,	Tuesday, March 3, 2020

Proposals Due to City not later than 2:00 PM PST, Tuesday, March 17, 2020

**Submit Proposals to:
City of Fremont
Purchasing Division
3300 Capitol Avenue, Bldg. B
Fremont, CA 94538**

**REQUEST FOR PROPOSALS (“RFP”)
Police Department CAD & RMS Software System**

- A.** The CITY OF FREMONT (hereinafter “City”) hereby requests Proposals for a comprehensive fully integrated Computer Aided Dispatch (CAD) and Records Management System (RMS) Software System which includes the following sub-modules: Automated Reporting System (ARS), Jail/Corrections Management System (J/CMS), Property Module, Crime Analysis Module, and Mobile Data Computer (MDC). Collectively, called the “CAD/RMS System”. The City is also requesting software and professional services for implementation of the CAD/RMS System (hereinafter “Project”). The City will receive Proposals in the office of the City’s **Purchasing Division of the Finance Department, at 3300 Capitol Avenue, Building B, Fremont, CA 94538, up to the hour of 2:00 PM, Pacific Standard Time, on the 17th day of March, 2020.**

Proposers who have broad experience with governmental agencies, specifically including California implementations, which meet the state’s NIBRS requirements as defined by the California Department of Justice, and who can provide software that will meet the City’s requirements as outlined in the Functional Requirements section of this RFP are encouraged to submit proposals.

B. INTRODUCTION

1. General Description of Project

The City is seeking a proven, fully integrated, municipal commercial off-the-shelf (COTS) Police Department Computer Aided Dispatch (CAD) and Records Management System (RMS) Software System to replace the City’s existing Tiburon CAD and RMS software. The new system must be Criminal Justice Information Services (CJIS) compliant (see link <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>). And contain the following submodules: Automated Reporting System (ARS), Jail/Corrections Management System (J/CMS), Property Module, Crime Analysis Module, Mobile Data Computer (MDC). The system should also be capable of connectivity to local, county, and state agency systems (see section 4b System Interfaces/Integrations). Also, interoperability – capable of connecting within and across agency boundaries (Out-of-the-box information sharing across multiple applications and jurisdictions in real-time) – is highly desired.

Currently, the City provides dispatch services to Union City. The City wishes to continue this shared-services model to make the most of economies of scale. In the future, the City may look into providing dispatch services for the Fremont Fire Department.

The system is used by a variety of different users, spread throughout the technology spectrum. Therefore, the system shall be user-friendly and modern. Searching should be efficient and seamless. The desired system will allow users to experience searching via “a single pane,” meaning they do not have to log into multiple systems to find the information they are seeking. System should be able to perform global searches against other integrated systems as well have elastic search capabilities to search within itself.

The proposal shall include the following: a project management plan; major milestones and phases; timeline; training plan; testing plan; high-level cut-over plan; complete description of equipment and software required, including server specifications; all related costs, including ongoing maintenance; and any purchase options, including leases.

2. Project Objectives

The high level objectives of implementing a new CAD, RMS, JMS/CMS, ARS, and Crime Analysis system are listed below.

- a. Integrated platform that unites systems as well as operational data to optimize the City's first responders' user experience (UX) as well as improve efficiencies.
- b. Integrated platform for increased business agility and dynamic scaling in accordance to performance and utilization.
- c. Unlimited, scalable framework and architecture that will permit future expansion and addition of new online services to meet the City's changes in requirements, technology needs, and demands.
- d. Elimination of information silos via integration with the City's systems identified in **Section B(4)(b)**.
- e. Enhanced, user-friendly, reporting and analytical capabilities to improve decision-making. Ideally the system will have robust business intelligence capabilities.
- f. Automated and streamlined business processes.
- g. Future-proof public safety solution that supports: increased customer expectations, new regulations, disruptive innovation/technologies (Internet of Things, wearables, augmented-reality (AR), etc.), and rapid deployment to encourage maintaining a modern and secure customer experience.
- h. Enforce strong cybersecurity controls to guard against infected attachments, malware, spyware, ransomware, etc. Due to the system interoperability and number of integrations that are required, a single intrusion could impact large portions of the network.
- i. Adhere to cybersecurity, general security, and disaster recovery best practices.
- j. Obtain economies of scale and efficiencies, City-wide, by allowing multi-business unit/entity setup. The entities should each be able to exist within the same database, but be separated logically by "*business unit*" (location).

3. About the City

The City is located within Alameda County on the southeast side of the San Francisco Bay. The City covers over 90 square miles and is the fourth most populous city in the Bay Area and California's 15th largest city.

The City government is composed of 13 departments led by a management team of a City Manager, two Assistant City Managers, a City Attorney, and seven Council members. The operating departments include Community Development, Community Services (Parks, Recreation), Economic Development, Fire, Human Services, Police, and Public Works. The internal services departments include City Attorney's Office, City Clerk's Office, City Manager's Office, Finance, Human Resources, and Information Technology Services.

4. City's Current Environment

The City currently uses Central Square's Tiburon Software System (version 2.9 for CAD and version 7.10 for RMS), using Crystal Reports (version 9.0) for reporting. The City is currently utilizing Tiburon for CAD, RMS, Automated Reporting System

(ARS), Jail/Corrections Management System (J/CMS), Property Module, Crime Analysis Module, and Mobile Data Computer (MDC). Also, the City provides Dispatch services to the Union City Police Department.

The software runs on virtual servers in a VMware vSphere/ESX 5.5 environment using the Microsoft Windows Server 2012 r2 operating system and SQL Server 2012 database with a Dell Compellent SC4020 storage area network (SAN). The Tiburon software requires a client install on the workstations. The workstations are primarily Dell desktops and Panasonic laptops running the Microsoft Windows 7/10 operating system, Microsoft Office 2010/O365 software, and Microsoft Exchange/Outlook 2010/O365 electronic mail system. The City uses ESRI ArcGIS 10.2.2 for Server in its GIS environment.

The City's network topology is based on Ethernet and consists of two core switches connected via a 10 Gbps WAN fiber link. The City's workstations and servers connect to edge switches at 1 Gbps. These edge switches have redundant fiber links that connect at 1 Gbps to each core switch.

(a) Key Business/Operational Volumes – for City of Fremont

The key statistical information in the table below provides a better understanding of the City's current environment to assist proposers in recommending a solution that best meets the City's requirements.

Category/Description	Count/ Volume/ Dollar Amount
City Population - 2019	232,532
City General Fund Budget – FY 2019/20	\$220,600,000
Fiscal Year Starts	July 1
Tiburon RMS Database Size	60 GB
Tiburon CAD Database Size	25 GB
Tiburon Data Warehouse Database Size	17 GB
Total Calls for Service (Fremont) FY 2018/2019	132865
Total Calls for Service (Union City) FY 2018/2019	59677
Total Number of MDCs (Fremont)	100
Total Number of MDCs (Union City)	35
Total Number of System Users (Fremont)	350
Total Number of System Users (Union City)	110

(b) Systems Interfaces/Integrations

Proposers should evaluate the following list of systems that are currently, or will be *(future)*, integrated with the CAD/RMS Software System or that import/export data to/from the CAD/RMS Software System.

Name	Type	Description
Current Integrations		
Enhanced 9-1-1	CAD Integration	West Viper/Power 9-1-1
VoicePrint	CAD Interface	Audio recording of 9-1-1 calls
County Radio	CAD Integration	Radio communication for officers
Netmotion	CAD Integration	Virtual Private Network for the MDCs
CrimeReports/Command Central	RMS Interface	Website to inform residents about crime locations and statistics
Electronic Crimes and Address Reporting System (ECARS) UCR	RMS Interface	Method for uploading reports to State of California
SpotCrime	CAD Interface	City and County crime maps showing incident data
CrossRoads Citation & Accidents - Court - SWITRS	RMS Interface	Citation application and collision reporting system
Coplogic	ARS Interface	Online reporting for citizens
Intelmate	J/CMS Interface	Transferring inmate communication
Livescan Fingerprints	J/CMS	Fingerprint services
Cogent CMS	J/CMS Interface	Mugshot system (interface with Alameda County)
CLETS	Interface	Data interchange switcher for State of California data files
Lumen	Crime Analysis Integration	Crime Analysis software tool
Directory Services *Azure Active Directory is the City's future direction	Integration	Ability to integrate to *Active Directory (ADFS) and SAML protocol in order to enable single sign-on (SSO) – for multiple agencies (Fremont / Union City)
911 Mapping (GIS)	Integration	CAD location verification services (currently uses City's ESRI / GIS data)

Name	Type	Description
ARIES	Data Warehouse Integration	Countywide data warehouse with connections to COPLINK
Future Integrations		
Watchguard and Axon	Interface	Body-worn and in-car video system
Cimage	Interface	Records management and police evidence capture system
RapidSOS	Interface	Direct data link from connected devices to 9-1-1 PSAPs
Constituent Relationship Management (CRM) *Microsoft Dynamics	Integration	Web based citizen request system
Ubiquity of Mobile Devices	Integration	Ability to use any secure mobile devices at any secure location to perform job functions and move seamlessly between devices.
Contemporary Reporting Tools	Integration/ Interface	Ability to integrate with the City's reporting and analytics tools (such as SQL Server Reporting Services [SSRS], PowerBI, Forms, and Flow) as well as provide ad-hoc query capabilities
Microsoft PowerBI	Crime Analysis	Business Intelligence visualization tool

5. **Proposed Application and Computing Environment**

The City is open to both an on-premise or a Cloud Computing Type SaaS and/or PaaS solution. If proposer offers both types of solutions (on-premise and cloud), present both. However, for proposals that are not SaaS or PaaS, the City will need to assess additional line items to the proposer's cost for maintenance, operations, storage, hardware, servers, networking components, respective licensing, and other applicable components. Additionally, a proposer can put forward as an alternate proposal, as a stand-alone solution/system (for example an evidence software).

The City expects the new system to operate in multiple environments: development, test, and production.

C. **CONTENTS OF PROPOSAL**

The Proposer shall include in its proposal, at a minimum, the information outlined in this Section C in a manner which demonstrates the Proposer's competence and qualifications for the satisfactory performance of services and delivery of software and other products identified in this RFP. Each area will be evaluated and scored. At the City's discretion scoring may be inclusive of some or all evaluation areas for each round. Each scoring area and round may be weighted.

The Proposer shall attach five separate exhibits to a cover letter, including the following:

- Scope of Services, **Proposal Exhibit “A”**;
- Cost Proposal, **Proposal Exhibit “B”**;
- Statement of Qualifications, **Proposal Exhibit “C”**;
- Terms of Technology Service Agreement, **Proposal Exhibit “D”**; and
- Functional Requirements, **Proposal Exhibit “E”**.
- **Appendix A-1** of this RFP contains a *Proposer Checklist* to assist Proposer in complying with the RFP requirements and company background and references sheets for Proposer to include in its *Proposal Exhibit “C”*.
- **Appendix A-2** of this RFP contains the Cost Proposal pricing template (attached for Proposer to include in its *Proposal Exhibit “B”*.)
- **Appendix A-3** of this RFP contains the functional requirements section for Proposer to include in its *Proposal Exhibit “E”*.
- **Appendix A-4** contains a Conflict of Interest/Collusion statement to be signed and submitted with the proposal.
- **Appendix A-5** are the draft CIBRS Data Elements provided the Department of Justice (DOJ) and must be taken into account when responding to functional requirements R29, R30, and R39.

Proposer shall identify each section in its proposal by inserting a tab divider between each required Exhibit section.

1. **Cover Letter**

An authorized representative of the Proposer shall sign the proposal on a cover letter that contains the following information: (a) identifies this project by name and number; (b) identifies the full legal name of the Proposer, along with the name of the contact person, address, phone number, and e-mail address; and (c) indicates Proposer’s willingness to comply with the procedures identified in this RFP, including an incorporation by reference of the five exhibits identified in this Section C.

2. **Scope of Services**

The Proposer shall prepare a complete description of the scope of services (to be labeled: Proposal - Exhibit “A”) which the Proposer intends to perform in order to achieve the Project Objectives. The precise scope of services to be incorporated into the Technology Service Agreement will be based upon Proposal Exhibit “A” (described below) and may be the subject of negotiations between the City and the successful proposer.

- a. The Proposer’s scope of services should include, at a minimum, general discussion of the Proposer’s understanding of the overall project, a description of the major components of services (or phases of service), and the expected time of completion for each component proposed. Professional services shall include installation of software, project management, implementation, comprehensive data conversion (of vendor-recommended data), system acceptance testing, training, warranty, and documentation.
- b. The Proposer’s scope of services shall include a description of the software products or modules, licensing options, any customization, operating system and database, or any third party software products included in the proposal that are necessary to achieve the City’s stated Project Description and to meet the functional requirements. Proposer may include any software products, modules, third party software, or hardware in its proposal that are

value-added or optional to be provided by Proposer to the City. Base proposal shall include a fully functioning and operational CAD and RMS Software System.

- c. The Proposer's scope of services should include information on how the Proposer will integrate or interface with the systems identified in Section B(4)(b). Proposer shall provide a detailed description of the proposed approach and methodology for creating the interfaces/integrations.
- d. The Proposer's scope of services should include information on the recommended delivery method for the proposed software solution (SaaS, PaaS, hosted, on-premise). The Proposer's scope of services shall also include: A description of the standard and ad-hoc reporting capabilities of the proposed system; Proposer's methodology and frequency for software upgrades and update releases; and Proposer's policy for source code (e.g., source code, database schema, data dictionary, and documentation for the software and any customized modifications are delivered to City upon software installation and upon each and every enhancement, -[ii] made available to City on demand, or [iii] placed in escrow for access by City).
- e. The Proposer's scope of services should describe the nature of any post-implementation and ongoing support for the CAD and RMS Software System. The description shall include the levels of support available (e.g., gold, silver, bronze, etc.) and identify which level of support is being proposed for the City, telephone support including hours of operation and time zone, availability of 24/7 hotline, problem reporting and resolution procedures, escalation procedures, response time for various levels of severity, and other support that is available (e.g., additional on-site, remote, access to website portal, knowledge base, etc.).
- f. Proposer shall specify all required components (software and/or hardware) to operate the proposed CAD and RMS Software System in a high availability environment. The City reserves the right to purchase any components needed through a separate procurement process.

3. **Cost Proposal**

The Proposer shall provide a fixed price bid for all software licenses, implementation and professional services, training, and ongoing maintenance and support being proposed (to be labeled: Proposal Exhibit "B") which identifies:

- a. An itemized cost breakdown, including hourly rates and number of hours for each major component of service, with a cross-reference to each component of service, and for each software product or module including third party software products identified in Proposal Exhibit "A". The cost breakdown shall also include a description of any reimbursable charges such as travel expenses.
- b. A total proposed "Not to Exceed" cost for the performance of all services and provision of all software products or modules including third party software products described in the Scope of Services, Proposal Exhibit "A", needed to achieve the Project Description and to deliver a fully functional and operational CAD and RMS Software System.
- c. A proposed payment schedule for all services to be performed and products to be delivered.
- d. Proposer shall use Appendix A-2, which contains a pricing Excel workbook template for the cost proposal.
- e. The Cost Proposal, Proposal Exhibit "B", should be placed in a separate sealed envelope and labeled accordingly. Please provide data 'unlocked' on the Cost Proposal Template (see RFP attachment 2) and submit on a USB flash drive.

- f. The City reserves the right to purchase any third-party software products through a separate procurement process.

4. **Statement of Qualifications**

The Proposer shall prepare a Statement of Qualifications (to be labeled: Proposed Exhibit "C") which provides the following information:

- a. Identification of the size, stability, and capacity of Proposer's organization, including, at a minimum, an identification of Proposer's:
 - i. Total number of years in operation and number of years that Proposer has been providing public safety software systems and services similar to the scope of services described in this RFP.
 - ii. Total number of current employees.
 - iii. Number of office locations (including the location of each office and identification of the office from which service will be provided to the City).
 - iv. Number of employees in the office location which is intended to provide the services described in Proposal Exhibit "A".
 - v. The financial condition of Proposer's organization and whether there is any outstanding litigation or threat of litigation.
 - vi. Disclosure of any past, ongoing, or potential conflicts of interest which Proposer may have as a result of performing the work for this Project.
 - vii. Appendix A-1, Form 2, contains the Proposer Background Information page for the Proposer to include in its Proposal Exhibit "C".
- b. Identification of Proposer's experience for providing a software system and performing services for projects of a similar size, scope, and complexity as the procurement required by this RFP, including an identification of proposed software version in a comparable computing environment within the last five years for at least three government clients within California of which at least one client shall be a municipality of comparable size and complexity to the City. The list of recent projects shall include the name, contact person, address, e-mail address and phone number for clients who have fully completed (live) installations, as well as a description of the software solution (specific modules installed, e.g., Appendix A-1, Form 3, contains the format for the references for the Proposer to include in its Statement of Qualifications, Proposal Exhibit "C").
- c. A list of the Proposer's principals, employees, agents, and sub-consultants that the Proposer intends to assign to this Project. The proposed Project staff shall include the account manager, project manager, lead trainer, technical architect, and all other key staff assigned to the Project. This list shall include a summary of the qualifications (including education, training, licenses, and experience) of each individual; the approximate number of hours each will devote to the Project; and the type of work to be performed by each individual. The City will retain under its agreement with the successful Proposer the right of approval of all persons performing under the agreement.

5. **Proposed Technology Service Agreement**

The Proposer shall review the terms of the proposed Technology Service Agreement ("Agreement") between the City and Proposer (Attachment 1 to this RFP) and identify any portions of the Agreement which the Proposer desires to amend either by addition, deletion, or modification (to be labeled: Proposal Exhibit "D"). Proposer shall also demonstrate its ability to comply with the City's insurance requirements. A copy of an insurance certificate or a letter of intent to

provide insurance from the issuing company (including a description of types of coverage and dollar amount limits) may be favorably considered.

Proposer shall submit, as part of Proposal Exhibit "D", all documents including, but not limited to, agreements and/or licenses of every kind that the Proposer would incorporate into any agreement with the City arising out of this RFP. These documents may include copies of the sample software licensing agreement, a sample implementation services agreement, and a sample escrow agreement.

6. **Functional Requirements**

The functional requirements of the proposed CAD and RMS Software System will be key criteria for evaluating the proposals submitted to the City. The Proposer shall indicate its compliance with the functional requirements contained in Appendix A-3, which Proposer shall include in its proposal (to be labeled: Proposal, Exhibit "E").

D. INSTRUCTIONS TO PROPOSERS

1. **Time and Place of Delivery of Proposals** It is the Proposer's responsibility alone to ensure that the proposal is received by the City's Authorized Representative at the time and place identified on page 1 of this Request for Proposals ("RFP").

2. **RFP Schedule**

The schedule for the RFP is as follows:

- | | |
|--|--|
| a. Submission of Questions | Friday, Feb. 28, 2020, 3:00 PM, PST |
| b. Responses to Questions or Addendum Issued, if necessary | Tuesday, March 3, 2020 |
| c. Proposals Due to City | Tuesday, March 17, 2020
not later than 2:00 PM, PST |

3. **Requests for Clarification of the RFP**

The sole point of contact for information pertaining to this Project is www.bidsync.com. Communication with City staff about the scope of services or anything else related to this RFP is forbidden. Unless specifically authorized by the Purchasing Manager, no other City of Fremont official or employee is authorized to provide information related to this Project or RFP. Contact with other City officials or employees without the express permission of the Purchasing Manager could result in disqualification from further consideration in this RFP process.

If any proposer has any question regarding the meaning of any part of this RFP, or finds discrepancies in or omissions from this RFP, the proposer shall submit questions or requests for clarification to www.bidsync.com by 3:00 PM, PST on **Friday, February 28, 2020**.

4. **Format and Quality of Proposals**

All proposals shall be prepared in a clear and concise manner. Unnecessarily elaborate or glossy proposals are neither expected nor desired. The emphasis of the proposal should be on responding to the requirements set forth in this RFP.

5. **Submittal of Proposals**

The Proposer shall submit an original copy clearly marked "MASTER COPY", five (5) printed copies, and an electronic copy (PDF or Microsoft Office Word or Excel format) of the proposal in a sealed envelope clearly marked on the outside, as follows: **"SEALED PROPOSAL FOR RFP #20-032 - CAD AND RMS SOFTWARE SYSTEM – DO NOT OPEN WITH REGULAR MAIL."**

6. **Initial Review Process**

After the proposals are received and opened by the City, the City shall review and evaluate all proposals in order to determine which proposal(s) best meets the City's needs for this Project. The City shall review the proposals based upon evaluation criteria including, but not limited to cost, functionality, implementation methodology, training, customer support, warranty, ongoing maintenance, experience and qualifications, references, understanding of the work to be completed based on clarity of proposal, and responsiveness to the RFP. The City may request clarifications on proposals directly from one or more proposers.

The proposal with the lowest cost will not necessarily be selected; however, cost is a component of the evaluation.

Criteria	Points
Functionality	25
Scope of Service (Understanding of Work)	25
Company Experience and Qualifications	20
TSA Terms	10
References	20
Implementation Methodology	20
Training	20
Customer Support, Warranty, Ongoing Maintenance	20
Cost	25
TOTAL	185

7. **Further Evaluation and Review**

Upon completion of the initial review, the City shall notify those Proposers who will be considered for further evaluation and review. The City will further investigate qualifications and references of these proposers. Based upon this analysis, the City will request an on-site "Proof of Concept" (POC) demonstration to show how the proposed system will meet the required functionality for the new CAD and RMS System. If selected as a finalist, City representatives may also request a visit to a client(s) reference site to observe the application in an actual working environment.

8. **Award of Agreement**

The City shall notify the Proposer(s) whose proposal(s) best meets the needs of the City and whose proposal(s) is most advantageous to the City to begin negotiation of the Agreement. The City reserves the right to negotiate the terms of the Agreement for this Project with one or more proposers. Proposers so notified shall negotiate in good faith in accordance with direction from the City. Any delay caused by Proposer's failure to respond to direction from the City may

lead to a rejection of the Proposal.

- a. The City reserves the right to reject any or all proposals and to waive any irregularities in any proposal or the proposal process. The award of the Agreement, if made by the City, will be based upon a total review and analysis of each proposal and projected costs.
- b. If the City determines, after further evaluation and negotiation, to award the Agreement, a Technology Service Agreement shall be sent to the successful Proposer for the Proposer's signature. No proposal or agreement for this Project shall be binding upon the City until after the Agreement is signed by duly authorized representatives of both Proposer and the City.

9. **Proposals Are Public Records**

Each proposer is hereby informed that, upon submittal of its proposal to the City in accordance with this RFP, the proposal is the property of the City.

- a. Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards an agreement to a successful proposer, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code Sections 6250, *et seq.*), unless there is a legal exception to public disclosure.
- b. If a proposer believes that any portion of its proposal is subject to a legal exception to public disclosure, the Proposer shall take the following actions: (i) clearly mark the relevant portions of its proposal "Confidential"; and (ii) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act; and (iii) the Proposer shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the Proposal.

10. **Costs Associated with Preparation of Proposal are Proposer's Responsibility**

All costs incurred by prospective proposers associated with the preparation of a response to this RFP and any subsequent demonstrations, analyses, studies, responses to inquiries, travel for purposes of competing for and/or negotiating an agreement with the City are the sole responsibility of the Proposer.

11. **Compliance with Laws, Ordinances and Regulations**

Proposer shall be familiar with and shall abide by all laws, ordinances, and regulations in conducting themselves during the term of their relationship with the City. The cost of this compliance will be included in the prices provided in the proposer's proposal to the City.

12. **Conflict of Interest**

Each proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services as a result of this RFP. Any such relationship that might be perceived as or represent a conflict should be disclosed. By submitting a proposal in response to this RFP, proposers affirm that they have not given, or intend to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a proposer's proposal. An award will not be made where a conflict of interest exists. The City will determine if a conflict of interest exists

and whether it may reflect negatively on the City's selection of a vendor. The City reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

13. **Errors and Omissions**

The Proposer bears full responsibility for exclusions or errors in its proposal submitted. Upon close of proposals, the City reserves the right to hold any proposer accountable and responsible for its submitted proposal. Failure to review or comprehend any portion of this Request for Proposals does not absolve the Proposer of the responsibilities articulated herein.

14. **Proposal Discrepancies**

If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "Master Copy", the City may reject the proposal. However, the City, at its sole option, may decide to select one copy to be used as the master copy.

APPENDIX A-1
FORM 1, Page 1 of 1
PROPOSER RESPONSE PAGES
PROPOSER CHECKLIST

This checklist has been provided to assist Proposer in complying with the RFP requirements. All items listed must be included with the proposal. Proposer shall check off each item as it is assembled into the proposal, detach the checklist from the RFP, and submit it as part of the proposal.

Tab No.	Description	Appendix Attachment to RFP (if applicable)	Included
	Original marked "Master Copy" + 5 Printed Copies + Electronic Copy (PDF Format)	As specified in RFP	
	Proposer Checklist	Appendix A-1, Form 1	
	Cover Letter with Company Information and Signature		
	Scope of Services, Proposal Exhibit "A"		
	Cost Proposal, Proposal Exhibit "B" (insert in a separate, sealed envelope by itself)	Appendix A-2	
	Statement of Qualifications, Proposal Exhibit "C"		
	Proposer Company Background (include with Proposal Exhibit "C")	Appendix A-1, Form 2	
	Proposer Company References (include with Proposal Exhibit "C")	Appendix A-1, Form 3	
	Terms of Proposed Technology Service Agreement and List of Exceptions (include with Proposal Exhibit "D")		
	Sample Agreement(s) (include with Proposal Exhibit "D")		
	Functional & Technical Requirements (include with Proposal Exhibit "E")	Appendix A-3	
	Conflict of Interest/Collusion Statement	Appendix A-4, Form 4	

APPENDIX A-1
FORM 2, Page 1 of 1
PROPOSER RESPONSE PAGES
COMPANY BACKGROUND INFORMATION
I. Company Background

	Description	Response
1	Years in Operation	
	Number of years that company has been in operation and providing Public Safety Software Systems and services similar to the scope of services described in this RFP.	_____ Years
2	Office Locations	
	Number of total office locations.	_____ Locations
	Location of each office.	Street Address/City/State/Zip
	Location of corporate headquarters.	
	Location of office from which service will be provided to the City.	
3	Employees	
	Number of current full-time regular employees company wide.	_____ Employees
	Number of employees in office providing services to the City.	_____ Employees
4	Clients	
	Total number of clients.	_____ Clients
	Total number of local government clients in California.	_____ Clients
	Total number of clients currently supported by office that will provide services to City.	_____ Clients

APPENDIX A-1
FORM 3, Page 1 of 3
PROPOSER RESPONSE PAGES
PROPOSER REFERENCES
I. References

Complete the following information for a minimum of three local government agencies within California for which Proposer has provided comparable systems and professional services during the past five years. At least one reference shall be a municipality of comparable size and complexity to the City. References may or may not be reviewed or contacted at the discretion of the City. The City reserves the right to contact references other than, and/or in addition to, those provided by proposers. The City shall not provide information received from references to proposers. Make additional copies of these pages if necessary.

Reference 1

Agency Name:	
Department Name:	
Address:	
Contact Person:	
Title:	
Telephone Number:	
E-Mail Address:	
Number of Permits Issued per Year:	
Name and Version of Software Modules or Products Installed:	
Technology (including hardware platform, database platform, operating system, and whether on premise, SaaS, or Hosted):	
General Description of Services Performed:	
Dates for Performance (Go-Live Date, Project Duration in Months):	

APPENDIX A-1
FORM 3, Page 2 of 3**PROPOSER RESPONSE PAGES**
PROPOSER REFERENCES**I. References (continued)*****Reference 2***

Agency Name:	
Department Name:	
Address:	
Contact Person:	
Title:	
Telephone Number:	
E-Mail Address:	
Number of Permits Issued per Year:	
Name and Version of Software Modules or Products Installed:	
Technology (including hardware platform, database platform, operating system, and whether on premise, SaaS, or Hosted):	
General Description of Services Performed:	
Dates for Performance (Go-Live Date, Project Duration in Months):	

APPENDIX A-1
FORM 3, Page 3 of 3**PROPOSER RESPONSE PAGES**
PROPOSER REFERENCES**I. References (continued)*****Reference 3***

Agency Name:	
Department Name:	
Address:	
Contact Person:	
Title:	
Telephone Number:	
E-Mail Address:	
Number of Permits Issued per Year:	
Name and Version of Software Modules or Products Installed:	
Technology (including hardware platform, database platform, operating system, and whether on premise, SaaS, or Hosted):	
General Description of Services Performed:	
Dates for Performance (Go-Live Date, Project Duration in Months):	

APPENDIX A-2

**PROPOSER RESPONSE PAGES
PRICING PAGES**

The Pricing Pages contained in the attached **Cost Proposal Template** (Excel workbook) (Attachment 2) must itemize the costs to the City for Proposer to perform the scope of services and provide the CAD and RMS System for the Project as described in Proposal Exhibit “A” and in Appendix A-3, System Functional Requirements. Costs for the entire project shall also be summarized on the *Project Summary Cost Sheet*. A narrative may be attached to clarify any pricing data submitted.

APPENDIX A-3**PROPOSER RESPONSE PAGES
SYSTEM FUNCTIONAL & TECHNICAL
REQUIREMENTS**

I. The City is seeking a comprehensive fully integrated commercial off-the-shelf (COTS) CAD and RMS System that provides the following capabilities across all modules:

- All transactions must be processed in real-time and be immediately available for inquiry and reporting.
- Fully integrated system where data is entered only one time and self populates thereafter.
- Robust security with the ability to integrate with Microsoft Active Directory for single sign-on.
- Robust workflow available across all appropriate modules.
- Reporting should be user friendly, allowing staff to create, save/export and/or obtain standard or user defined reports with minimal training.
- Robust audit and transaction logging capabilities.
- Overall ease in general use of system by staff or general public.
- User friendly interface and responsive design that allows pages to render well on a variety of mobile devices and screen sizes. It is expected that the system design allows for City personnel to complete their job functions via their secure mobile devices.

II. The response template identifies selected key features, functions, and capabilities that the City is seeking from the new CAD and RMS Software System. Proposer shall indicate compliance with each requirement to enable the City to evaluate the proposed solution as follows:

- “2” – Proposed software release **fully supports the requirement** with standard implementation configuration; there is no customization, work-around, or third-party software required.
- “1” – Proposed software release **supports the requirement with customization, work-around, or third-party software.**
- “0” – Proposed software release **does not support the requirement.**

Proposer must complete Column “B”, Proposer Response, for each requirement and must provide a detailed explanation for any “1” or “0” response in Column “C”, Detailed Explanation. Proposer may provide a detailed explanation for any requirement that the Proposer would like to highlight for consideration by the City during the review process. Proposer may attach a separate sheet(s), if necessary, for such explanation by restating the text of the requirement along with the item number and providing the additional response immediately following the requirement in the same sequence as this Appendix A-3.

General System Requirements

Ref #	"A" Requirement	(R)required (D)esirable	"B" Proposer Response	"C" Detailed Explanation
G1	The client software runs on Windows 10 or higher, compatible with latest version of Internet Explorer or Chrome	R		
G2	The back-end software runs on Microsoft platform (Windows Server 2016 or higher, SQL 2016 or higher)	R		
G3	Vendor to provide, install and configure all necessary servers for high availability.	R		
G4	Vendor to provide all necessary third-party licenses including those for servers, SQLs, mapping, etc.	R		
G5	All proposed application software is from one vendor. Separately identify the software of other vendors if present.	R		
G6	Migration/Conversion of Tiburon database.	R		
G7	All system users are required to sign onto the system before being given access to any system function.	R		
G8	The password is not displayed when entered.	R		
G9	After the password is verified, the system automatically attaches the user to a security group that determines what system functions he or she may access.	R		
G10	Security granularity extends to individual control of access to view, modify, add and delete functions for each application screen.	R		
G11	System shall support two-factor authentication (2FA)	R		
G12	The passwords and security group assignments are changeable by authorized personnel only at the highest security level.	R		
G13	The security groups are configurable.	R		
G14	The System Manager can create and modify security groups, defining system access down to the function level.	R		
G15	The System allows the tracking and audit of user logins	R		
G16	The system allows the tracking of users that access, view, print, search, edit, delete, or modify a record or report	R		
G17	The system shall support single sign on (SSO)	R		
G18	The system can integrate to all of the current integrations (see table B(4)(b)). If not all, specify which integrations cannot be met.	R		

Ref #	“A” Requirement	(R)equired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
G19	The system can integrate to all the future desired integrations (see table B(4)(b)). If not all, specify which integrations cannot be met.	D		
G20	The system recognizes and provides for simultaneous handling of multiple transactions.	R		
G21	The system automatically checks reference data files during data processing.	R		
G22	The system allows customization of screen colors, fonts, and day/night mode, etc.	R		
G23	The system automatically validates entered data with automatic presentation of valid values when an invalid value is entered.	R		
G24	The system supports execution and maintenance of simultaneous events.	R		
G25	CAD & RMS are one integrated system and not two systems interfaced to each other.	D		
G26	Systems offers a browser-based interface for public information that is easily managed	R		
G27	Multiple simultaneously open application windows are supported. For example, a user can have incident, person, and vehicle records all displayed simultaneously.	R		
G28	System database schema will be made available to ITS (if necessary, ITS can enter into an NDA)	R		
G29	Evergreen software: upgrades and updates continually available without additional costs. This shall also include regulatory updates mandated by State or Federal agencies.	R		
G30	System shall be Criminal Justice Information Services (CJIS) compliant (see link https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center)	R		

CAD

Ref #	"A" Requirement	(R)quired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
C1	Browser based CAD/RMS	R		
C2	Capable of handling multi-jurisdiction ORI	R		
C3	The system utilizes function keys for frequent used CAD transactions, e.g. incident initiation.	R		
C4	The system shall allow for remote work sites. For example, the CAD application functions in a mobile environment (from the Mobile Command Vehicle)	R		
C5	Capable of handling multiple jurisdictions, and dispatch groups.	R		
C6	System shall be able to have multiple case series (defined and identifiable for each jurisdiction).	R		
C7	Command entries are available for all commonly used dispatch functions where the number of data items to be entered makes this method of entry desirable (as opposed to displaying and filling in a form).	R		
C8	The system should route any pre-defined database query response to a message group, and./or the workstation assigned to dispatching calls. For example, a unit queried about a vehicle via CLETS from their MDC and they received a stolen response. That response would automatically route to a message group and/or specific dispatching workstation, along with the response the unit ID is included.	D		
C9	The system shall allow for CLETS responses to be returned to the workstation that queried it, parsing and highlighting user defined terms, such as Make. For example: On a vehicle registration, the response is highlighted in yellow for Make, and Register Owner.	R		
C10	The system shall have user configurable and defined "masks" for AWS/CLETS/NCIC queries, entries, and updates.	R		
C11	The system shall have an audit feature to determine user ID associated to the agencies' entries, queries and updates to CLETS/NCIC.	R		
C12	The system shall associate CLETS/NCIC entries to involved incident and/or case number in CAD. A static view of the entry shall be viewable from all applications (CAD, RMS, ARS etc.)	D		

Ref #	"A" Requirement	(R)quired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
C13	The system shall allow searching of all user defined fields by keywords and wildcards.	R		
C14	The system shall allow for multiple windows to operate independent of each other: Available Units, Pending Calls, Active Calls, Message Window, Command Window, Incident Window, System Status Window, Call Display.	D		
C15	The system shall allow for all CAD "windows" to be configurable in size and shape.	R		
C16	The system shall allow for all CAD windows to sort each column that is displayed. In addition, hide/remove a column that isn't needed.	R		
C17	The system shall allow for a "timer" column in the Pending and Active windows. Timer would display length of time the call has been in that status. For example: call holding in Pending, display length of time call has been holding. Call dispatched, in the enroute status, the column shall display how long the unit has been enroute, etc.	R		
C18	The system should allow for all user defined size/shape, color of CAD windows to be retained by user's profile for any workstation they use.	D		
C19	The system shall allow for tic marks, and/or colors to signify status of unit ID's.	R		
C20	Command entries are available for all commonly used dispatch functions where the number of data items to be entered makes this method of entry desirable (as opposed to displaying and filling in a form).	R		
C21	The system supports a call taker taking the call, filling in the incident form, and routing the call to the appropriate dispatcher.	R		
C22	The system shall route the incident to the appropriate dispatch position.	R		
C23	The dispatcher receives an audible and visual indication that a new call has been entered for dispatch. This shall be user configurable.	R		
C24	Data entered into the system either directly or indirectly is available to all relevant system functions.	R		

Ref #	“A” Requirement	(R)equired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
C25	The system shall be flexible enough to allow any position to be used for any system function, dispatching, call taking, and records	R		
C26	Changing a workstation's function shall not require reconfiguration of the system.	R		
C27	The system will be able to print a full incident.	R		
C28	Once entered, there is no requirement for re-entry of data to satisfy the needs of a different sub-system.	R		
C29	The system shall have ad hoc searching ability to search for incidents and unit id's by time of day, day of week, location, type date range etc.	R		
C30	Two incident formats shall be provided for the entry of incident information, one for calls for service from the public and the other suitable for officer-initiated activity	R		
C31	The call for service screen shall allow entry of the following information: >Incident location to include full address, apartment number suite number and city. GIS Address Validation >Incident Type >Response priority >Caller name, address, telephone number >Incident details >Vehicle information (license plate, make, model, year, color) >The incident location and city information shall be validated against a geographical database immediately after entry. >The incident type shall be validated when entered. >The response priority shall be a function of the incident type but enterable by the call taker as well	R		
C32	The call for service screen should also include a display of pre-set questions based on the call type	D		
C33	The system shall identify during the creation of a CFS event whether the event is a potential duplicate of an active CAD event or an event recently closed; and shall notify the call taker of the results. The user should be presented with the following information: Incident ID, type of incident, location of the incident and status of the incident.	R		

Ref #	“A” Requirement	(R)equired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
C34	The system shall check based on parameters set by the system administrator by exact street address, street address block range, or geo coordinates, the location of each new CFS event to determine whether another event exists.	R		
C35	The system shall allow the user the ability to create a new CFS event and link the event to the primary event record; or to merge any new information contained in a duplicate event into the main event record associated with the identified duplicate CAD event.	R		
C36	The incident details should allow unlimited characters of text to be entered at one time	D		
C37	The incident details should allow unlimited characters of text to be entered at one time	D		
C38	The system shall allow users in the call creation process to save entered information to process at a later time, or enter a higher priority CFS	R		
C39	Vehicle information shall be recorded as data items, not just text.	R		
C40	Incident entry for officer-initiated activity shall allow the easy entry of unit, location and vehicle license information	R		
C41	Incident entry for officer-initiated activity shall support all event call types, shall not be limited to traffic stops	R		
C42	Upon entry of a vehicle license plate, the CAD system shall immediately search its database and retrieve make, model, year and color information directly into the form.	R		
C43	Upon entry of a vehicle license plate, the CAD system shall immediately display a history of recent contacts with the vehicle.	R		
C44	Upon entry of a vehicle license plate, the CAD system shall look up the person associated with the vehicle and display pertinent information about the person including but not limited to recent contact history, officer safety notations, and arrest, warrants and suspect information.	R		
C45	After initial entry of information, the system shall verify the incident location against a geographical database (ESRI GIS GEO FILE)	R		

Ref #	"A" Requirement	(R)quired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
C46	The geographical database shall be capable of verifying locations entered as street addresses, street names, 100 blocks, place names, and intersections without relying on exact matching of the entered location.	R		
C47	The geographical database shall be capable of attaching documents to a verified location.	R		
C48	Partial street place names and Soundex-type matching shall be supported.	R		
C49	Multiple matches of the entered location shall result in a matches list from which the user can select the correct location	R		
C50	The GEO file shall return the nearest cross street and the standard spelling of the location to facilitate historical retrieval.	R		
C51	The system shall automatically search its database for previous incident history and shall retrieve and display summaries of the five most recent incidents at the location.	R		
C52	Upon validation of a location, the system should report significant incident history of incident types defined by the client, for a historical time period per incident type also defined by the client.	D		
C53	The display summaries of the five most recent incidents at a location shall provide a link to access the complete incident history	R		
C54	The system shall search its database for reporting party information and shall retrieve and display summaries of the five most recent contacts with the reporting party.	R		
C55	The system shall automatically search its databases for premise information unique to the location and shall, when available, display a button or icon the user can select to display the information. This record may contain safety, alarm, gate code information.	R		
C56	The premise information button or icon should have several category options, such as Police Hazard, Gate Codes, Hazardous Materials, in addition the ability to create agency specific categories	D		
C57	The system shall allow for flag entry into RMS for hazard locations or persons, multi-unit response, deceased, etc.	R		

Ref #	"A" Requirement	(R)quired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
C58	The system should allow for auto-purge of flag entry based on a purge or expiration date	D		
C59	The system shall search its databases for vehicle history and shall retrieve and display (for traffic stops) summaries of the most recent five contacts with a vehicle whenever one is entered as part of an incident	R		
C60	The system shall automatically search its database for street information and shall retrieve any available information about street location from the geographical databases.	R		
C61	The most important available information shall be automatically displayed for dispatchers with indicators to alert the dispatcher to the availability of other pieces of information	R		
C62	The dispatcher shall be able to display the retrieved information via a short key sequence, a function key or mouse	R		
C63	The system shall interface with an E9-1-1 controller to automatically receive caller location and telephone number information when an E9-1-1 call is received.	R		
C64	Receipt of the E9-1-1 information shall cause the CAD system to automatically present the information in an incident entry form at the answering call taker position	R		
C65	The system shall automatically check for and display a list of previous incidents at the E9-1-1 supplied location.	R		
C66	The system should import automatically a CFS generated from a web page and/or app	D		
C67	The system shall import automatically a CFS generated on an MDC	R		
C68	The system should import automatically a CFS received from another CAD system	D		
C69	E9-1-1 Phase II caller location is supported with the caller's location or probability circle automatically drawn on the CAD map for the call taker	R		
C70	When the user commits the transaction, the system shall assign a system generated incident number to the incident and record the date, time and dispatcher handling the call	R		

Ref #	“A” Requirement	(R)equired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
C71	The system shall import and attach/append, automatically upon user command, automatic number information (ANI) and automatic location information (ALI) to a CFS.	R		
C72	The system shall obtain all different versions of ANI/ALI information automatically from interfaced phone systems without requiring the user to manually re-enter information into a CAD event entry screen. Such as NG 9-1-1 type of data, Z coordinates, additional premises info, medical info, crash data etc.	R		
C73	The system shall append 9-1-1 reported data to the record if the user has entered data into any field before accepting the 9-1-1 information, but not overwrite the data entered by the user.	R		
C74	The system shall allow to cross reference incidents	R		
C75	The system should allow to reopen a closed call with a new call entry time and retaining all the prior incident details	D		
C76	The system should allow to enter one call for multiple dispatch groups and/or jurisdictions. The call type would indicate a call needs to be created for multiple groups.	D		
C77	The system should have the ability to transfer NG 9-1-1 features, into CAD, photo, video, text conversations	D		
C78	Receipt of the E9-1-1 information shall cause the CAD system to automatically present the information in an incident entry form at the answering call taker position	R		
C79	The system shall automatically check for and display a list of previous incidents at the E9-1-1 supplied location.	R		
C80	E9-1-1 Phase II caller location is supported with the caller's location or probability circle automatically drawn on the CAD map for the call taker	R		
C81	CAD system integrates with the Rapid SOS Clearinghouse, providing 9-1-1 caller location information on the CAD map	R		
C82	When the user commits the transaction, the system shall assign a system generated incident number to the incident and record the date, time and dispatcher handling the call	R		

Ref #	“A” Requirement	(R)equired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
C83	The system shall be able to create a CFS, issue an incident number and close the CFS upon entry.	R		
C84	The system shall provide the capability to flag a CFS as an advised event separate from the incident type/nature code.	R		
C85	The system shall allow for system administrator defined CAD incident types	R		
C86	The system shall store all event history for each incident created. The incident event history shall be logged in chronological order and provide a complete historical audit of all event activity (i.e. comments, unit status changes, license plate information etc.)	R		
C87	The event history information shall be retrieved and printed in both summary and detailed formats when incident information is displayed.	R		
C88	The system shall allow the user to update any field in the CFS event record (except user-designated fields such as application-generated times and date stamps, operator identification information, ANI/ALI information, and CAD position that completed a CAD transaction.)	R		
C89	The dispatcher shall be able to update the existing incident information once the incident has been created.	R		
C90	The dispatcher shall be able to add an unlimited number of additional comments once the incident has been created.	R		
C91	Each additional comment added to an incident record shall be time, date and operator ID stamped	R		
C92	The dispatcher shall be able to assign an unlimited number of additional units to an incident	R		
C93	The dispatcher shall be able to record all status changes from assigned units once the incident has been created.	R		
C94	The dispatcher shall be able to clear units and close the incident once the incident has been created.	R		
C95	The incident history shall always be shown as part of the incident detail display	R		

Ref #	“A” Requirement	(R)equired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
C96	The incident display must include all times for the incident: call received, entered, dispatched, enroute, on scene, closed, operator ID for each command that impacted the incident (i.e. time/operator/command for who first viewed incident)	R		
C97	Multiple incidents can be simultaneously displayed and updated	R		
C98	The system shall allow the user to display a supplemental data entry screen by specifying either the event number of a unit assigned to the event.	R		
C99	The system shall provide agency-definable visual and audible alerts to notify field units and other appropriate CAD system users, including users of systems interfaced to CAD such as Mobile Data computers, of event changes and supplemental information.	R		
C100	There must be a way to enter and schedule incidents to appear at a later date and time, either once or periodically. Such incidents should automatically appear in the incident queue at the specified time. It should also be possible to pre-assign a specific unit to the incident when it is scheduled.	R		
C101	The system shall allow the ability to "stack" calls to a unit ID. Those calls will be self-dispatched by the unit ID via their MDC.	R		
C102	The system shall allow the ability to "unstack" a call assigned to a unit ID, and placed back in "pending" calls	R		
C103	There shall be a query to receive a log of the case numbers a unit has been assigned during a duty day	R		
C104	There shall be a log of a unit's prior incidents.	R		
C105	The system shall have the ability to send messages to defined message groups.	R		
C106	The system shall have the ability to schedule messages to be sent to defined message groups.	R		
C107	The system shall include the ability to attach photos/video to an incident.	R		
C108	The system shall allow the user to display a supplemental data entry screen by specifying either the event number or the unit assigned to the event.	R		

Ref #	“A” Requirement	(R)equired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
C109	The system shall provide agency-definable visual and audible alerts to notify field units and other appropriate CAD system users, including users of systems interfaced to CAD such as Mobile Data computers, of event changes and supplemental information.	R		
C110	The system shall be able to create a case number from a closed incident without having to reopen it	R		
C111	The system shall allow multiple case numbers per incident in one command	R		
C112	The system shall allow the system administrator to define disposition codes	R		
C113	The system should include the ability to add hyperlinks/URL's i.e. link to a Facebook post.	D		
C114	The system shall be able to recommend units to respond to police incident	R		
C115	Response algorithms should be based on incident location, incident type, case assignment and unit availability.	D		
C116	For police response, the system's recommendation shall show the beat/zone unit, if available or an available unit from an adjoining beat/zone if the beat/zone unit is not available.	R		
C117	The dispatcher shall be able to accept the recommended dispatch with a single key or edit the recommendation as needed.	R		
C118	For officer-initiated incidents the unit will be the unit calling: the unit will be entered on the initial incident form and dispatch shall be automatic.	R		
C119	The system must have a command to preempt an assigned unit. Return the unit to available status and place the call the unit was assigned back in pending status.	R		
C120	The system must have the command to reassign a unit from one incident to another, returning the first incident to a pending status rather than closing it if there are no other units assigned to the first incident, even if a disposition has been assigned.	R		
C121	The system must have the command to exchange units. Dispatching a unit to an incident while simultaneously clearing a unit it is replacing	R		

Ref #	“A” Requirement	(R)equired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
C122	The system shall have an easily entered "pursuit" command to facilitate entry of continuous narration of vehicle and foot pursuits. When using the pursuit command each time the dispatcher presses "enter" the current entry shall be recorded with a time stamp and a new entry line presented.	R		
C123	The dispatcher must be able to hold one or more pending incidents for a unit with an indication in the incident status display.	R		
C124	The system must have a command to preempt an assigned unit. Return the unit to available status and place the call the unit was assigned back in pending status.	R		
C125	The system shall be capable of recommending a vehicle tow company upon request.	R		
C126	The tow company recommended shall be the next company on a rotating list	R		
C127	The frequency of rotation shall be configurable, i.e. each call, daily, weekly, etc.	R		
C128	The system shall be capable of allowing the manual selection of "next up" on the tow list	R		
C129	The selected tow company shall be recorded in the incident record.	R		
C130	The system shall be capable of handling multi-jurisdictions, with different and/or same tow companies	R		
C131	The system shall be capable of creating user defined tow request commands, i.e. AAA, RV	R		
C132	The system shall be capable of failing a tow company who can't respond to the request, and recorded in the incident record	R		
C133	The system shall be capable of canceling a tow company who we no longer need to respond to the request and added to the incident record. Add a record "fail" so we can keep a running record. If the tow company is failed they will go to the bottom of the list. However, if the tow is "cancelled" they remain at top of the list.	R		
C134	The system shall be capable of querying and creating a log by date, date range, location, tow company, type of tow, and plate	R		
C135	Text/SMS Notification	R		

Ref #	“A” Requirement	(R)equired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
C136	Automatic SMS text based on incident type is supported.	R		
C137	Manual SMS message is supported.	R		
C138	System users can receive text messages.	R		
C139	Groups can be defined and paged as a group.	D		
C140	Automatic SMS messages include incident information already entered by the call taker.	D		
C141	The software includes all screens necessary to maintain SMS text information for users, groups, and to define paging required for types of incidents.	D		

RMS

Ref #	“A” Requirement	(R)equired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
R1	The Master Name file maintains the database of persons encountered by the agency.	R		
R2	Master Name information is entered as part of other data entry, i.e. incident, officer reports, citations, but can also be entered directly into the database	R		
R3	The system matches new information to the Master Name file with existing persons in the database whenever an entry is made.	R		
R4	The Master Name file has two parts for each person: personal information (name, address, height, weight, etc.) and the history of contacts with the person.	R		
R5	When a Master Name record is displayed, both parts of the record are displayed.	R		
R6	The personal information may be a subset of the total if all the information cannot accommodate on the screen, but the rest shall be retrievable via single key stroke or mouse click.	R		
R7	The history display shall always initially display the most recent encounters with the person.	R		
R8	The Master Name function shall include the ability to page through the Master Name file.	R		
R9	The Master Name function shall include the ability to page through the Master Name history for a given person.	R		
R10	The Master Name function shall include the ability to add, update, or delete a Master Name record.	R		
R11	The Master Name function shall include the ability to add, update, or delete a history entry.	R		
R12	The Master Name function shall include the ability to print a Master Name record.	R		
R13	The process used to look up a person in the Master Name file must be flexible enough to aid in locating the person when only a partial name or misspelled name is available, to include use of wild card searches.	R		
R14	The logic of the Master Name look-up shall include: searching on the name as entered	R		

Ref #	“A” Requirement	(R)equired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
R15	- Matching on any aliases or moniker used by the person	R		
R16	-Searching on the last name only	R		
R17	-Searching for sound-a-likes of the entered name.	R		
R18	The system shall include the ability to attach photos to Master Name file.	R		
R19	When multiple matches are found the user shall be given the opportunity to page back and forth through the list of matching names, looking at individual records as desired.	R		
R20	System shall have the ability to merge two or more Master Files if found to be duplicates and the same person or location.	R		
R21	The system shall support direct entry of police reports from information collected in the field by officers.	R		
R22	The system shall maintain a reports log.	R		
R23	The reports log shall be easily viewed and browsed.	R		
R24	The reports log shall contain the police report number, date, offense, officer, and status, at a minimum.	R		
R25	Pertinent incident information shall be automatically transferred to the police report record from a CAD incident when it is created.	R		
R26	Police reports shall contain information about an unlimited number of persons involved - personal information, connection to incident, and information specific to their connection (victims, suspects, etc.)	R		
R27	Information from police reports shall be automatically propagated to the Master Name file.	R		
R28	The police report shall contain vehicles involved information. Detailed vehicle information shall be recorded and propagated to the associated vehicle file.	R		
R29	The police report shall contain method of entry and other specific information required for UCR/CIBRS (see Appendix A-5)/NIBRS reporting	R		
R30	System’s reports shall be compliant with California’s Department of Justice CIBRS (see Appendix A-5)/NIBRS reporting requirements.	R		
R31	The police reports shall contain narrative and unlimited subsequent supplements	R		

Ref #	"A" Requirement	(R)equired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
R32	Integral spell checking for narratives and supplements shall be provided.	R		
R33	The system shall allow the user to "cut and paste" text from a word processing program to a narrative/supplement.	R		
R34	The police reports shall contain officer/reviewer signoff and report routing.	R		
R35	The report screen shall include the ability to add an unlimited number of photos and other images to the report.	R		
R36	The report screen shall include access to a log of all state queries associated with the report and associated returns.	R		
R37	It shall be possible to associate an unlimited number of other files with the report (PDF, spreadsheets, etc.)	R		
R38	A notes section (besides that associated with the case investigation) shall be included.	R		
R39	Explicit tracking of assaults on officers must be included for each case for UCR/CIBRS/NIBRS reporting.	R		
R40	An approval log must be available to list all reports not yet approved by a supervisor.	R		
R41	A log must be available for all in progress reports not yet completed	R		
R42	A method must be provided for supervisors to approve cases that includes; electronic routing of reports from supervisor to officer and back, from supervisor to records, from records to officer and back	R		
R43	The approval process must allow supervisors and records clerks to attach lists of problems with reports to the report for the officer to correct.	R		
R44	The officer must be able to individually check off problems as corrected and the supervisor must be able to individually check-off corrected items as verified.	R		
R45	Once approved, a case must be "locked" (not subject to change), except for supplementary narratives, and except by personnel with sufficient security level.	R		
R46	Police Reports can be sealed - locking access to authorized personnel through RMS	R		
R47	The system allows the sealing of one subject/suspect on a report that has multiple subjects/suspects listed.	R		
R48	Police Reports can be expunged through RMS	R		

Ref #	“A” Requirement	(R)equired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
R49	A court discovery packet can be printed from RMS with a watermark.	R		
R50	The ability to print multiple reports at once	D		
R51	The system shall support the display of context-based help or tips on a per field basis so that the user may be guided to enter proper values for each field.	R		
R52	The system shall allow for two step verification process.	R		
R53	The system shall provide a case investigation log by detective, officer, or all cases under investigation with features similar to the officer log report.	R		
R54	The system shall provide a case investigation status detail display.	R		
R55	The system shall provide appropriate status and progress reports.	R		
R56	Information kept for each case in the investigation file shall include detective, date assigned, follow up date, victims, suspects, investigation, court dispositions and date closed.	R		
R57	The system shall provide means to track traffic, parking, and written courtesy citations and associate persons and vehicles with them.	R		
R58	An on-screen citation log must be available that shows all recent citations with an option to just show those for an officer.	R		
R59	The system shall include the ability to attach photos to citations.	R		
R60	The system shall support electronic data entry of field citation (traffic, parking, warning) information via PDA, Tablet, or another wireless mobile device.	R		
R61	The citation data collected shall be imported to RMS database(s) and electronically exportable to Alameda County Courts (Odyssey).	R		
R62	The system shall maintain a database of vehicles.	R		
R63	The vehicles database shall be built by entries generated by incidents, police reports, and citations, but can also be entered directly into vehicle databases.	R		
R64	Vehicle query shall be possible by entering a vehicle license plate, make and model or descriptors.	R		
R65	The system must allow examination and selection from a list of matches.	R		

Ref #	"A" Requirement	(R)equired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
R66	A vehicle display shall include information about the vehicle (make, model, color, etc.) plus a history of contacts with the vehicle to include associated persons.	R		
R67	The most recent history entries must be displayed.	R		
R68	The system shall include the ability to attach photos to a vehicle record.	R		
R70	Vehicle functions shall include adding and deleting history entries.	R		
R71	The system shall include a subsystem to enter field contact information into the database as a "Field Interview" with the person information automatically recorded in the Master Name file.	R		
R72	The system shall include the ability to attach photos to Field Interview.	R		
R73	The system shall include the ability to complete a "Field Interview" record via mobile device and integrate a photo taken by the device.	R		
R74	The system shall include a comprehensive traffic collision report module.	R		
R75	The traffic collision reports will automatically transfer the case record into RMS	R		
R76	Collision report data captured by the system shall output and render onto forms CHP555/556 as approved by the California Highway Patrol.	R		
R77	Ability to electronically transmit collision reports to California Highway Patrol per Statewide Integrated Traffic Records System (SWITRS) transmittal guidelines.	R		
R78	Ability to electronically redact information in a collision report and send redacted report electronically.	R		
R79	The collision report shall have the ability to attach external digital documents (sketches, diagrams, etc.)	R		
R80	The system shall have the ability to export California Office of Traffic Safety Schedule C reports. These reports shall be format compliant with OTS guidelines for electronic transmission to OTS.	R		

Ref #	"A" Requirement	(R)quired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
R81	End users shall have the ability to develop multi-parameter queries to report on statistics as needs arise. The system shall allow for saving of queries regularly run, as well as support the execution of ad-hoc queries. The system shall support export of query results in tabular format to include, at a minimum, Comma Separated Values (.csv) and Microsoft Excel (.xlsx).	R		
R82	System shall provide ability to report on Stop Data (see https://post.ca.gov/Racial-and-Identity-Profilings-Act)	R		
R83	The system should support the maintenance and tracking of ongoing traffic issues, complaints, or "hot spots". This feature should allow officers to record work performed in response to such ongoing matters and should allow for reporting of statuses.	D		
R84	Proposed software includes datasets for the following:	R		
R84a	Sex offenders	R		
R84b	Narcotic offenders	R		
R84c	Known offenders	R		
R84d	Arsonists	R		
R84e	Parolees	R		
R84f	Probationers	R		
R84g	Gangs/gang members	R		
R84h	Civil	R		
R84i	Subpoenas for agency personnel	R		
R84j	Subpoenas for citizens	R		
R84k	Protection Orders	R		
R84l	BOLO	R		
R84m	Missing Persons	R		
R84n	Stored Vehicle Log	R		
R84o	Document Release Log	R		
R84p	Stolen Vehicle Log	R		
R84q	Arrest Log	R		
R84r	Accident Log	R		
R84s	Warrants	R		
R84t	Search Warrants	R		

Ref #	“A” Requirement	(R)equired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
R84u	Pawn	R		
R85	The system shall support display of detail records related to the current display.	R		
R86	When a master name record is displayed, the person's history will include references to incidents, officer reports, FIs, citations, etc.	R		
R87	The user shall be able to quickly and easily display the detail record for any of these associated records without leaving the current display.	R		
R88	The display of the detail records shall be shown as an overlay to the current display.	R		
R89	No updating of the information in the overlay shall be permitted.	R		
R90	The system shall provide database search capabilities that will allow the user to freely specify search criteria and search any database in the system.	R		
R91	A list of matching entries shall be created that shall be able to be reviewed on screen or printed.	R		
R92	The search capability shall not rely on any knowledge of databases or database structures.	R		
R93	A means shall be provided to update, add to, and otherwise maintain most system databases, even those that are not maintained in the normal course of everyday operation of the system.	R		
R94	Online help shall be available to aid the user in the operation of the system.	R		
R95	Displaying a help screen shall only require pressing a dedicated help function key or by some equally short, direct method.	R		
R96	The help system shall conform to all Windows standards for online help documents.	R		
R97	The system shall provide the following reports:			
R97a	Uniform Crime Reports (UCR) DOJ eCARS, NIBRS	R		
R97b	Single Incident Report	?		
R97c	Shift Bulletin	R		
R97d	24 Hour Incident Summary	R		
R97e	Incident Summary by arbitrary date period	R		
R97f	Incident Response Times by time of day and day of week and Incident Priority	R		

Ref #	"A" Requirement	(R)equired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
R97g	Officer Activity Reports	R		
R97h	Monthly Patrol Statistics	R		
R97i	Unverified Locations	R		
R97j	Crime Summary by Offense	R		
R97k	Collision Reports - CHP 555 and related	R		
R97l	Case Investigation Summary	R		
R97m	Case Investigation Activity by Officer	R		
R97n	Officer Log	R		
R97o	False Alarms	R		
R97p	Citations by Violation, by officer, location, date, etc.	R		
R97q	Vehicle Log by Officer	R		
R97s	Vehicle Usage Log	R		
R97t	Vehicle Mileage Summary	D		
R97u	Communications Center Call Handling Times	R		
R98	Reports must be viewable on screen before they are printed.	R		
R99	The ability to interface with CopLogic's Online Reporting portal that allows for completion of police reports by members of the public.	R		
R100	Upon approval of an online report, the report is migrated to RMS electronically.	R		
R101	Provide a "single pane" experience specifically with the Watchguard system. Search Watchguard from the RMS system without having to log into Watchguard.	D		

MDC

Ref #	"A" Requirement	(R)equired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
M1	Communications shall meet DOJ's data encryption requirements.	R		
M2	Provide built in Advanced Authentication.	R		
M3	Consideration for support of touch screen computers, i.e. oversized buttons for frequently used transactions.	R		
M4	Hot Keys and Function Key mapping to common functions	R		

Ref #	"A" Requirement	(R)equired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
M5	User shall be able to self-dispatch to pending incidents as a function of base product. Ability to self-dispatch shall be configurable at the security/authority group level.	R		
M6	Automatic transmission of relevant incident information to a unit when it is dispatched.	R		
M7	Automated refresh (at intervals less than 1 minute) of unit status and incident status data within generalized unit and incident monitors.	R		
M8	Real-time incident data automatically populates to field unit's screen no later than 10 seconds following entry to the database. Automatically updated data shall minimally include 1) Incident Location, 2) Status of All Attached Units, 3) Event Comments, 4) Event Attachments (CLETS returns, photos, site maps, etc.).	R		
M9	Ability to make inquiries to state and national information databases.	R		
M10	Local, in-session retention of database returns so that the user may reference them later during the same session.	R		
M11	Attachment of returns to the user's currently dispatched incident.	R		
M12	Per-user GUI profile configuration associated to the user account. Ex: GUI preferences set by User A on workstation 1 shall automatically load and render when user A logs on to workstation 2. None of user A's settings shall affect user B.	R		
M13	The system shall display Day Mode in a light color scheme, and Night Mode in a dark color scheme. User preferences shall be allowed to customize both, and shall persist beyond the current session.	R		
M14	One-button access to real time unit status and incident status monitors, displayed on a single screen.	R		
M15	User shall be able to filter units and incidents in or out by any combination of incident type, priority, patrol area, location, and shift assignment. User shall be able to sort list views by the same criteria.	R		
M16	Area mapping, patrol vehicle location, and routing features accessed through no more than two keystrokes, button pushes, or combinations thereof.	R		
M17	Satellite imagery overlay upon zoom in at a client defined "altitude"	D		

Ref #	"A" Requirement	(R)equired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
M18	Officer A shall be able to temporarily invoke real time map tracking of Officer B's patrol vehicle for use in pursuits.	R		
M19	Secure digital communications between vehicles and between vehicle and dispatcher for message exchange.	R		
M20	Ability to send/receive images (.png, .jpg, .bmp) at a minimum, but should include other formats such as documents, within CAD/Mobile messaging	R		
M21	Automated export of video tagging data (event, case numbers) to WatchGuard 4RE Vehicle Camera.	R		
M22	Automated export of video tagging data (event, case numbers) to WatchGuard Vista Wi-Fi body worn cameras from tablets carried on police motorcycles. This may alternatively be accomplished via an application on a cellular phone.	D		
M23	The system should have an application available for mobile devices.	D		
M24	The application should allow a user to view incident status information from CAD.	D		
M25	The application should allow a user to view unit status information from CAD.	D		
M26	The application should allow a user to complete field identification "cards" via the mobile device.	D		
M27	The application should allow a user to attach photographs to the field identification card.	D		
M28	The field identification cards completed on the mobile device will automatically upload to RMS once approved.	D		
M29	System should have a place to publish links/urls to documents/websites.	D		
M30	System should have ability to track the radios on CAD and MDC.	D		

CMS/JMS

Ref #	"A" Requirement	(R)equired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
J1	Inmate Maintenance: Track & Log Housing Assignments, Movement, Visitation, Special Needs, Keep Separate From, Admin Segregation, Adults vs. Juvenile	R		
J2	The system shall have the ability to record authorized inmate strip searches and the results of the search	R		
J3	The system shall have the ability to generate a report regarding the number of strip searches conducted including the result	R		
J4	* Automated Warrants System (AWS) integration: Ability to run Name, Warrant queries	R		
J5	*COGENT & CRIMS (ACSO) Integration: Data/Mugshot	R		
J6	Property Maintenance: Log property/Cash/Release/*Print Reports	R		
J7	Ability to print inmate property receipt in Alameda County approved format	R		
J8	The system shall allow for inmate property tracking; to include release information to inmate or family/friend	R		
J9	Track & log daily inspections and cell check: Noon & Midnight counts/hourly cell checks/print reports, welfare check log, meal log for breakfast/lunch/dinner and how many served, log of medication provided	R		
J10	Ability to interface with Alameda County Consolidated Records Information Management System (CRIMS)	D		
J11	If able to interface with CRIMS, the system should be able to migrate booking data from Consolidated Arrest Report (CAR) into the system's custody management system to initiate booking process	D		
J12	If unable to interface with CRIMS, the system shall be able to initiate the booking process and include inmate biographical information, crime(s), booking date and time, officer booking, arresting officer, transporting officer, arrest location, emergency contact information, report number, arresting agency, etc.	R		
J13	During the inmate booking process, the system shall have the ability to record the medical screening process information and housing classification	R		

Ref #	"A" Requirement	(R)equired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
J14	During the inmate booking process, the system shall have the ability to check for outstanding warrants via CLETS Automated Warrants System (AWS) and if located migrate warrant into booking record.	R		
J15	The system shall have the ability to record court appearance information (court number, date, time), ability to release on citation with release time and court appearance information, ability to release without charging (detention only), release for medical reasons, release to outside agency, temporary release to investigating officer or for hospital visit	R		
J16	The system shall have the ability to record inmate photographs that are later available in RMS system	R		
J17	The system should have the ability to interface with Alameda County's COGENT booking records.	D		
J18	The system shall have the ability to generate reports related to booking records	R		
J19	The system shall have the ability to query custody records based on chosen parameters (date, time, gender, etc.)	R		
J20	The system shall have the ability to generate custody reports per California Board of State and Community Corrections guidelines, Annual Type 1 Jail Profile Survey	R		
J21	The system shall have the ability to generate custody reports for juvenile bookings	R		
J22	The system shall attach inmate records to the Master Name Index	R		
J23	*Generate Reports: Bail, Booking Summary, CAR, Cell Check, Prisoner cell assignment (current/history), Property receipts, Booking registry, Count & Inspection Log, Court list, Transfers/Medical, Error Bookings, Juvenile Registry, NTA's, Medical refusal counts, Registrant receipts.	R		

Property and Evidence

Ref #	"A" Requirement	(R)equired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
P1	The system shall include a property subsystem that will enable the department to keep track of all property associated with cases and incidents.	R		
P2	The property subsystem shall enable the department to keep track of property that is in its property room and on the digital evidence server.	R		
P3	The system shall include a property log that shall record each property transaction, including property checked in and out of the property room.	R		
P4	The property subsystem shall enable the department to audit property that is in its property room and on the digital evidence server on a daily, weekly, monthly and annual basis.	R		
P5	The system shall enable periodic checks of the property room and associated areas.	R		
P6	The system shall allow the user to access property records via a serial number, brand, model, description, or item name.	R		
P7	Multiple matches of property shall generate a selection list.	R		
P8	The property system shall include the capability to add, delete, and modify property.	R		
P9	The property system shall allow the user to page through the property records.	R		
P10	The property system shall have all the necessary fields and metadata to capture the full chain of custody (as required by e-discovery processes and legal proceedings).	R		
P11	Property personnel shall be able to run a system generated report that includes all of the chain of custody information, location, tag number, and description fields.	R		
P12	The property system shall provide the ability to export data to a spreadsheet using the following: property type, date, or disposition.	R		
P13	Property system provides the ability to generate a report that identifies when property can be purged by property type.	R		
P14	The system shall have the ability to convert data from the previous systems to the current system.	R		
P15	The system shall be able read and recognize barcodes from previous systems	R		

Ref #	“A” Requirement	(R)equired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
P16	Bar Coding module integrated into the Records Management System.	R		
P17	Bar coding module integrates with bar coding equipment. Note1: Describe the equipment (including if it is wireless or not). Note2: If equipment is additional cost, ensure price is listed in the cost.	R		
P18	Prints bar code labels singly or in bulk for a case.	R		
P19	Label to include Chain of Custody information in addition to bar code	R		
P20	Supports printing on commonly available labels.	R		
P21	Can print blank labels (with respect to property description).	R		
P22	Allows inventory reconciliation.	R		

Crime Analysis

Ref #	“A” Requirement	(R)equired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
A1	Event Profile: Ability to query based on crime characteristics.	R		
A2	Person Profile: Ability to query persons based on various descriptors or characteristics.	R		
A3	Crime Patterns: Ability to query crimes with similar characteristics, such as MO, location, weapon, etc.	R		
A4	Crime Cluster Area: Ability to query crime based on geographical groupings of reporting districts.	R		
A5a	The system shall provide an associate search to allow user to query a subject and results will display his/her associates. To include multiple degrees or at least two levels of association as well as types of association (victim, suspect, witness, etc.).	R		
A5b	The system should display an analysis of the <i>associate search</i> (described above) in a graphical representation.	D		
A6	The system should support both covert and overt alerts to interested investigators of persons or vehicles of interest. Ex: Investigator sets alert for John Doe. John Doe is encountered and his name is queried in the system. The investigator receives an alert based on that query.	D		
A7	The system shall allow for data exchanges between or export to other crime analytics software programs (i.e., Lumen, Coplink/LEAP, ARIES data warehouse)	R		
A8	The system should allow users the ability to add additional information to police reporting fields to associate the report with other crimes, or to update an incorrect crime classification	D		
A9	The system should allow users the ability to create report templates that will automatically run based on pre-determined time (monthly, weekly)	D		
A10	The system should set a threshold for user-defined levels of activity (ie, three contacts with subject in 30 days) and receive report or alert.	D		

Ref #	“A” Requirement	(R)quired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
A11	The system should set a threshold for user-defined levels of incidents (ie, high number of robberies in 30 days) and receive report or alert.	D		
A12	The system should provide an operational dashboard with real-time reporting of relevant information (ie top crimes reported [12mos, 30 days], top CFS, top crime locations, most frequently contacted person, ofc activity reports)	D		
A13	The system shall provide an export data option from CAD/RMS to multiple formats (Access, Excel, text) for further analysis (ie, instead of copy/paste, use of macros, etc)	R		
A14	The system shall provide a single point search tool (soundex, wildcard enabled) to query all modules, keywords of narratives, etc.	R		
A15	The system shall integrate with mobile apps – ie, license scan, OCR tech, auto population of fields, multiple subject entry	R		

Mapping

Ref #	“A” Requirement	(R)quired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
L1	The system provides a mapping system.	R		
L2	The system is compatible or uses ESRI or Google Maps.	R		
L3	Provides a separate, sizeable window for map display	R		
L4	Map is completely integrated into CAD	R		
L5	Map is integrated into records management	D		
L6	The map automatically locates and zoom a call for service on the map when the location is verified.	R		
L7	E911 calls are immediately located without dispatcher interaction	D		
L8	E911 Phase II calls from cell phones automatically zoom to the location on the map or draw a probability circle on the map depending upon the information available	D		
L9	The map can be configured to show various layers depending upon the zoom level	R		
L10	Layers can be manually activated at any zoom level	D		
L11	The map displays the location of active incidents	R		
L12	The map displays the location of all signed on units equipped with GPS	R		
L13	A general purpose pin mapping facility is included to quickly create pin maps from the results of data searches of CAD incidents and the officer reports databases.	D		
L14	A map of sex offender addresses can be generated	D		
L15	Map activity with respect to AVL is recorded and can be played back.	R		
L16	Maps can be printed	R		
L17	Mappings is available on mobile computers	R		
L18	Mapping allows Geo-Fencing	D		
L19	Mapping allows Geo-Fencing notification module when a patrol car enters a specific area	D		
L20	Mapping system shall provide ability for multiple map profiles / configurations (Example - Dispatch, Fremont Patrol, Union City Patrol)	R		

APPENDIX A-4**PROPOSER RESPONSE PAGES
CONFLICT OF INTEREST AND COLLUSION STATEMENT**

(Signed copy must be submitted with Proposal)

Conflict of Interest

Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services as a result of this RFP/RFQ/Bid. Any such relationship that might be perceived as or represent a conflict should be disclosed. By submitting proposal in response to this RFP/Bid, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The City will determine if a conflict of interest exists and whether it may reflect negatively on the City's selection of a vendor. The City reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

Collusion

This is to certify that the undersigned proposer has neither directly nor indirectly entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the City of Fremont.

All terms and conditions of this Request for Proposal have been thoroughly examined and are understood.

NAME OF PROPOSER:

AUTHORIZED REPRESENTATIVE:

Signature

Printed Name

Title

ADDRESS:

DATE SIGNED:

TECHNOLOGY SERVICE AGREEMENT CAD AND RMS SYSTEM

This Technology Service Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF FREMONT, a municipal corporation (hereinafter "City"), and [***INSERT***name of business and description of legal entity, i.e. LLC, Partnership, Corporation, etc.]_____, (hereinafter "Consultant"). City and Consultant may be collectively referred to herein as the "parties."

RECITALS

- A. City requested a proposal from Consultant to perform the services generally including: [***INSERT***describe services]_____
- B. In response to the City's request, Consultant submitted a proposal, and, after negotiations, Consultant agreed to perform the services more particularly described on Exhibit "A," in return for the compensation described in this Agreement and Exhibit "B."

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Definitions

"Documentation" means technical manuals, training manuals, user guides, and workbooks, as updated and amended from time to time, provided by Consultant to assist Customer with the use of Software.

"Initial Constructive Use" Initial constructive use the earliest point in time where all Software delivered under the terms of this agreement is installed on City systems and is sufficiently free of errors for the City to use it to conduct the ordinary business for which it is intended.

"Cloud-Hosted Service" means the solution is designed from the ground up for cloud and is a multi-tenant cloud environment. In addition, Consultant owns, provides and oversees infrastructure, software and administrative tasks and makes its [product name] system available to City over the Internet using a standard web browser. The Cloud-Hosted Service includes the software and network capacity as well as the equipment used to support operations including storage, hardware, servers and networking components. The infrastructure in the cloud-hosted environment is properly secured through multiple physical, procedural and technical safeguards to segregate and protect City's data.

"Software" means all or any portion of the global version of the binary computer software programs and updates and enhancements thereto, (including corresponding source code, unless specifically excluded herein) and Documentation delivered by Consultant to Customer. Software includes the third-party software delivered by Consultant as specified in the Schedule, and

modifications made to the Software. Software does not include source code to third party software. Unless specifically stated otherwise, all Software is delivered to Customer only if and when generally commercially available.

2. **SCOPE OF SERVICES.** Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement.
3. **TIME FOR PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

4. **CLOUD-HOSTED SERVICE.**

4(A). Right to Use the Cloud-Hosted Service, Software and Documentation. In consideration of all obligations of City hereunder, including, without limitation, the payment by City of any applicable fees, Consultant hereby grants to City, during the term of this Agreement, a non-exclusive, non-transferable (except as otherwise provided for herein), right and license to access and use the Software and Hosted Service, and to make a reasonable number of copies of and use the Documentation in connection with such use of the Cloud-Hosted Service.

4(B). Use Restrictions. City shall not: (i) access and/or use the Software or Hosted Service in order to design, create or build a service or product that is competitive with the Software or Cloud-Hosted Service, or which uses ideas, features or functions that are similar to the Software or Cloud-Hosted Service; (ii) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software or Cloud-Hosted Service, except as expressly permitted herein; (iii) modify or make derivative works based upon the Software or Cloud-Hosted Service or any part thereof, or directly or indirectly disassemble, decompile, or otherwise reverse engineer the Software or Cloud-Hosted Service or any portion thereof.

4(C). Proprietary Rights. The Software and Cloud-Hosted Service, including all intellectual property rights therein and thereto, and any modification thereof, are and shall remain the exclusive property of Consultant and its licensors. City shall not take any action that jeopardizes the proprietary rights of Consultant or its licensors or acquire any right in the Software or Cloud-Hosted Service except the limited rights expressly granted in this Agreement.

4(D). Internet and Telecommunication Connections. City shall be responsible for obtaining any and all Internet and/or telecommunication connections used by City to access the Cloud-Hosted Service. Consultant shall have no responsibility or liability

for any interruption or delay in accessing or using the Cloud-Hosted Service arising out of such Internet or telecommunications connections.

4(E). Security of Cloud-Hosted Service.

- (i) Consultant shall provide the Cloud-Hosted Service on redundant servers on a dedicated server infrastructure in an electronically restricted facility, including protecting the infrastructure from the external environment via firewall systems, at two secure locations in separate counties.
- (ii) Consultant shall take commercially reasonable precautions to ensure that the Cloud-Hosting Service is secure. Consultant protects sensitive data such as passwords by using a minimum of 256-bit SSL encryption. As the Consultant hosting environment evolves with new technologies, Consultant will use reasonable commercial efforts to maintain an equivalent or better level of security of City Content.
- (iii) Consultant will notify City of any known breach of its security related to areas, locations, or computer systems that contain City Content in a timely manner following such breach and take any necessary remedial actions at its sole cost and expense.

4(F). City Content.

- (i) City shall provide City Content for inclusion in the Software. City is responsible for the quality of the City Content provided. Consultant is responsible for the quality of the display or use of the City Content provided for inclusion in the City database.
- (ii) Consultant acknowledges that all data created by City will remain the sole property of the City. Consultant agrees that it shall not at any time sell, assign, transfer, or otherwise make available to or allow use by Consultant, Consultant's agent, or a third party of City Content.
- (iii) City shall exclusively own the City Content collected by Consultant in connection with the Hosted Service; provided, however, that City hereby grants to Consultant a non-exclusive limited right and license, without the right to grant or authorize sublicenses, during the term of this Agreement to use and reproduce City Content, solely for the purpose of facilitating the performance of Consultant's obligations under this Agreement.
- (iv) Consultant acknowledges that City is entitled to copy, export, or otherwise duplicate any available City Content at any time
- (v) Consultant shall, at City's request, make available City Content within five (5) business days. The database instance must be in a condition and format that allows easy transfer to a similar system.
- (vi) In the event this Agreement expires or is terminated, Consultant shall provide City with all City Content within thirty (30) calendar days of such termination or expiration. City Content shall be in dedicated data files suitable for import into commercially available database software (e.g., Microsoft Access or Microsoft SQL). The dedicated data files will be comprised of City Content contained in Consultant's Hosted Service. The structure of the relational database will be specific to City Content and will not be representative of the proprietary Consultant's database.

5. PAYMENT.

5(A). Billing. In order to request payment, Consultant shall submit invoices

to the City identifying the services performed in the billing period, milestones achieved, and the charges therefor (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the Consultant's billing rates (set forth on Exhibit "B," attached hereto and incorporated herein by reference). The City shall make monthly payments to Consultant for services which are performed in accordance with this Agreement, to the satisfaction of the City.

5(B). "Not to Exceed" Compensation. The compensation payable to Consultant for the services identified in Exhibit "A" shall not exceed \$[***INSERT***]_____. Consultant shall not perform any services beyond the services identified in Exhibit "A" without prior written authorization from the City's Authorized Representative. If the City's Authorized Representative provides authorization for additional services, the total compensation to the Consultant under this Agreement shall not exceed \$[***INSERT***]_____.

5(C). Consultant's Failure to Perform. In the event that Consultant performs services which do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from the City, re-perform the services (without additional compensation to the Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to the City, Consultant shall reimburse the City for the damages incurred (which may be charged as an offset to Consultant's payment).

6. AUTHORIZED REPRESENTATIVES.

5(A). Consultant's Authorized Representative. Consultant understands that, in entering into this Agreement, the City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of the Consultant (including the qualifications of its Authorized Representative, its personnel, and its sub-consultants, if any) identified in Exhibit "C," attached hereto and incorporated herein by reference. Therefore, Consultant shall not replace its Authorized Representative, or any of the personnel or sub-consultants identified in Exhibit "C," without the prior written consent of the City. All services under this Agreement shall be performed by, or under the direct supervision of, Consultant's Authorized Representative, as identified in Exhibit "C."

5(B). City's Authorized Representative. For the performance of services under this Agreement, the Consultant shall take direction from the City's Authorized Representative: [***INSERT***]_____, unless otherwise designated in writing by the City's Authorized Representative or the City Manager.

7. INFORMATION AND DOCUMENTATION.

7(A). Information from City. City has made an effort to provide Consultant with all information necessary for Consultant's performance of services under this Agreement. If Consultant believes additional information is required, Consultant shall promptly notify the City, and the City will provide to Consultant all relevant non-privileged information in City's possession.

7(B). Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, sub-consultant invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

8. RELATIONSHIP BETWEEN THE PARTIES. Consultant is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or sub-consultants, including any negligent acts or omissions. Consultant is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Consultant. Consultant is not an officer or employee of City, and Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.

9. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and sub-consultants) shall not maintain or acquire any direct or

indirect interest that conflicts with the performance of this Agreement.

- 10. NONDISCRIMINATION.** Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or gender.
- 11. COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.
- 12. BUSINESS TAX.** The Consultant shall apply for and pay the business tax and registration tax for a business license, in accordance with Fremont Municipal Code Title 5, Chapter 5.05.
- 13. INSURANCE.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant (including its agents, representatives, sub-consultants, and employees) in connection with the performance of services under this Agreement of the types and in the coverage amounts set forth in Exhibit D entitled "Insurance Requirements". This Agreement identifies the minimum insurance levels with which Consultant shall comply; however, the minimum insurance levels shall not relieve Consultant of any other performance responsibilities under this Agreement (including the indemnity requirements), and Consultant may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Consultant, and prior to the commencement of any services, the Consultant shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Consultant shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.

14. CONFIDENTIAL INFORMATION.

14(A) The term "Confidential Information" shall mean any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning

Owner's business, as Owner has conducted it or as it may conduct itself in the future, confidential information concerning any of Owner's past, current, or possible future products or manufacturing or operational methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Owner. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation on confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information or (e) is required to be disclosed by court order or applicable law, provided prior notice is given to the Owner. The Recipient shall not obtain, by virtue of this Agreement, any rights title or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each party shall certify in writing to Owner that all copies of Owner's Confidential Information in any form, including partial copies, have been destroyed or returned to Owner.

Consultant acknowledges that the CITY is a governmental agency and may be required to release certain information under requests made according to provisions of the Public Records Act.

14(B) Recipient shall protect the deliverables resulting from Services with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Recipient utilizes for Recipient's Confidential Information.

14(C) The terms of this Section 12 shall survive termination of this Agreement.

15. REPORTING DAMAGES. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-284-4050, and Consultant shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Consultant's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

16. INDEMNIFICATION.

16(A) Consultant shall indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement.

16(B) Copyright and Patent Indemnification. Claims which trigger Consultant's responsibility under Section 14 shall include any claims that the software resulting from the provision of Services pursuant to the attached Exhibit A Scope of Services infringe any patent, copyright, or accidental or intentional violation of a trade secret or other intellectual property of a third party not included in this Agreement. Consultant shall, in its reasonable judgment and at its option and expense: (i) obtain for the City the right to continue using the Software; or (ii) replace or modify the Software so that it becomes non-infringing while giving equivalent performance. Consultant shall not have any liability for a claim alleging that any Software infringes a patent or copyright if the alleged infringement was developed based on information furnished by the City or if the alleged infringement is the result of a modification made by the City.

17. LIMITED WARRANTY.

17(A) Consultant warrants that it has title to the Software and/or the authority to grant licenses to use the Software.

17(B) Consultant warrants that the Software will perform substantially in accordance with the Documentation for a period of one year from the date of initial installation and that the Software media is free from material defects. Consultant does not warrant that the Software is error-free.

17(C) Consultant's sole obligation with respect to its limited warranty is limited to repair or replacement of the defective Software, provided Licensee notifies Consultant of the deficiency within the one-year period and provided Licensee has installed all Software updates provided pursuant to Consultant's Support Services.

Each Software application shall operate in accordance with the Documentation with respect to date calculations before, during, and after the Year 2000 in that it will correctly address and operate accurately: (1) the change of the century in a standard compliant manner, including both the Year 2000 and beyond; (2) the existence and absence of leap years; and (3) date related operations. Compliance means that the Software operates and correctly processes in a manner that: (i) calculations using dates execute utilizing a four digit year; (ii) the Software functionality, including but not limited to, entry, inquiry, maintenance and update (whether on-line, batch or otherwise) supports four digit year processing; (iii) successful transition to the Year 2000 using the correct system date occurs without human intervention; (iv) after the transition to the Year 2000, processing with a four digit year shall occur without human intervention; (v) all leap years shall be

calculated correctly; and (vi) correct results shall be produced in forward and backward date calculation spanning century boundaries (there are no years stored as two digits).

17(D) Consultant warrants that to the best of its knowledge, information, and belief, the Software does not contain any known viruses, back-doors or time bombs, (or similar malicious code), or undocumented security codes that could prevent Licensee's perpetual use of the Software.

17(E) CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

18. TERM OF THE AGREEMENT. The term of this Agreement shall commence on the date last signed by the parties, below, and shall continue until completion of all services in accordance with the timing requirements set forth in Exhibit "A" and paragraph 2 of this Agreement. This Agreement may be terminated by the City without cause upon fifteen (15) days written notice to Consultant. If the City exercises its right to terminate this Agreement in accordance with this paragraph, the City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, through and including the date of termination, but not to exceed the payments according to the rates specified in Exhibit "B" or the maximum amount authorized under paragraph 3 of this Agreement.

19. DEFAULT. If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

20. NOTICES. All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City

Attn: [***INSERT***]__

To: Consultant

Attn:[***INSERT***]_

-
- 21. HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
- 22. SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
- 23. GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.
- 24. ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
- 25. ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
- 26. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 27. WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 28. CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
- 29. ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

30. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

CITY OF FREMONT

CONSULTANT[see selection below]
[***INSERT***]

By: _____
Title: [***INSERT***]_____
Date: [***INSERT***]_____

By: _____
Title: [***INSERT***]_____
Date: [***INSERT***]_____

APPROVED AS TO FORM:

By: _____
Title: City Attorney

[PLEASE SELECT THE APPROPRIATE SIGNATURE BLOCK FROM THE FOLLOWING SAMPLES]

CORPORATIONS

XYZ Land Development Inc.,
a California corporation

By: _____

Its: _____
[needs to be officer from the operations side:
President, CEO, Vice President]

By: _____

Its: _____
[needs to be officer from the finance side: Treasurer, CFO, Secretary]

One corporate signature is acceptable if the person is an officer if the signature is notarized

(although we would like you to ask for a corporate resolution showing that person is authorized to sign). A single signature where the person is not a corporate officer – e.g. general manager, etc. – must be supported by a corporate resolution indicating that person has been delegated authority to sign contracts on behalf of the corporation

GENERAL PARTNERSHIPS

XYZ Land Development,
a California general partnership

By: _____

Its: General Partner

LIMITED PARTNERSHIPS

XYZ Land Development, LLP,
A California limited partnership

By: _____

Its: General Partner

[need limited partnership agreement or certificate filed with state showing the person or entity is the general partner]

In many cases the general partner will be a corporation so the signature block would look like this:

XYZ Land Development, LP,
A California limited partnership

By: ABC Developers, Inc.,
a California corporation

Its: General Partner

By: _____

Its: President, CEO, VP

By: _____

Its: Secretary, Treasurer, CFO

LIMITED LIABILITY COMPANY

XYZ Land Development, LLC,
a California Limited Liability Company

By: _____

Its: Managing Member

[need to see the operating agreement or certificate filed with secretary of state showing the person or entity is the managing member]

If the Managing Member is not an individual but is a business entity, then you would indent the signature block for the appropriate persons to sign as in the example for the limited partnership above.

EXHIBIT D**INSURANCE REQUIREMENTS**
Professional

Consultant's performance of the services under this agreement shall not commence until Consultant shall have obtained all insurance required under this Exhibit and such insurance shall have been reviewed and approved by the Risk Manager. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Consultant shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for alleged injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Consultant, the Consultant's agents, representatives, employees and subcontractors. Required professional liability insurance shall be maintained at the level specified herein for the duration of this agreement and any extension thereof and for twelve additional months following the agreement termination or expiration.

INSURANCE COVERAGE AND LIMITS RESTRICTIONS

1. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Fremont before the City of Fremont's own insurance or self-insurance shall be called upon to protect it as a named insured.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage:
 - a. Blanket contractual liability
 - b. Broad form property coverage
 - c. Personal injury
2. Insurance Services Office form covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Professional Liability insurance
5. Such other insurance coverages and limits as may be required by the City

of Fremont.

B. MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and a \$2,000,000 aggregate. If Commercial General Liability insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.
Bodily Injury by Disease - \$1,000,000 policy limit.
Bodily Injury by Disease - \$1,000,000 each employee.
4. Professional Liability insurance: \$2,000,000.
5. Such other insurance coverages and limits as may be required by the City of Fremont.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

1. Any deductibles or self-insured retentions must be declared to and approved by the City of Fremont. At the option of the City of Fremont, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Fremont, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
2. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City of Fremont.
3. The City of Fremont reserves the right to obtain a full certified copy of any insurance policy and endorsement. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. ADDITIONAL INSURED REQUIREMENTS:

1. The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:
 - a. The City of Fremont, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects alleged: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Fremont, its officers, officials, employees, agents or volunteers.
 - b. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage

provided to the City of Fremont, its officers, officials, employees, agents or volunteers.

- c. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
- d. Consultant shall furnish properly executed Certificates of Insurance from insurance companies acceptable to the City of Fremont and signed copies of the specified endorsements for each policy prior to commencement of work under this agreement. Such documentation shall clearly evidence all coverages required above including specific evidence of separate endorsements naming the City of Fremont and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been filed with the City Clerk. Such insurance shall be maintained from the time work first commences until completion of the work under this agreement. Consultant shall replace such certificates for policies expiring prior to completion of work under this agreement.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

F. COMPLETED OPERATIONS

Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event the Consultant fails to obtain or maintain completed operations coverage as required by this agreement, the City of Fremont at its sole discretion may purchase the coverage required and the cost will be paid by the Consultant.

G. CROSS-LIABILITY

The Liability policy shall include a cross-liability or severability of interest endorsement.

H. FAILURE TO MAINTAIN INSURANCE COVERAGE

If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this agreement, the same shall be deemed a material breach of contract. The City of Fremont, at its sole option, may terminate this agreement and obtain damages from the Consultant resulting from said breach. Alternatively, the City of Fremont may purchase such required insurance coverage, and without further notice to Consultant, the City of Fremont may deduct from sums due to Consultant any premium costs advanced by the City of Fremont for such insurance.

I. PRIMARY AND NON-CONTRIBUTORY

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Fremont, its officers,

officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Fremont, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The additional insured coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from the City of Fremont's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

J. SUBCONTRACTORS

Consultant shall require all sub-consultants to maintain the same levels of insurance and provide the same indemnity that the Consultant is required to provide under this Agreement. A sub-consultant is anyone who is under contract with the Consultant or any of its sub-consultants to perform work contemplated by this Agreement. The Consultant shall require all sub-consultants to provide evidence of valid insurance and the required endorsements prior to the commencement of any work.

K. SUBROGATION WAIVER

Consultant agrees to waive subrogation rights against City of Fremont regardless of the applicability of any insurance proceeds, and to require all Consultants, subcontractors or others involved in any way with the services to do likewise.

L. VERIFICATION OF COVERAGE

Consultant shall furnish the City of Fremont with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City of Fremont before the services commence.