



**FIFTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SMARTCOP, INC.**

THIS AMENDMENT ("Fifth Amendment"), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

SMARTCOP, INC., a For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **410 East Government Street, Pensacola, FL 32502**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, pursuant to Request for Proposals ("RFP") # IT-12-02 on **June 24, 2013**, the Parties entered into the Agreement for a Public Safety (Police) Automatic Records Management and Mobile Computing System ("Original Agreement") for an initial **one (1) year period**, which expired on **June 30, 2014**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement on an annual basis, at the expiration of the initial twelve (12) month period, for a period of up to five (5) years, by paying an agreed upon annual fee; and,

WHEREAS, on **September 12, 2018**, the Parties executed the First Amendment to the Original Agreement to include two (2) additional SmartMCT Client Licenses and the Purchase/Implementation of 250 ESRI Mobile Licenses; and,

WHEREAS, on **May 15, 2019**, the Parties executed the Second Amendment to the Original Agreement, as amended, to allow for continued maintenance and support services by CONTRACTOR for the benefit of the CITY on an annual basis for twelve (12) month periods; and,

WHEREAS, the CITY had continuously paid invoices from CONTRACTOR since execution of the Second Amendment, thus the term of the Original Agreement, as amended, naturally expired on **January 31, 2022**; and,

WHEREAS, on **February 16, 2022**, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the term thereof for a **one (1) year** period which



naturally expired on **January 31, 2023**; and,

WHEREAS, on **November 3, 2022**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to renew the term thereof for a **one (1) year** period which will naturally expire on **January 31, 2024**; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement, as amended, for a **one (1) year period** as set forth in this Fifth Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for a **one (1) year** period commencing on **February 1, 2024**, and naturally expiring on **January 31, 2025**.

SECTION 3. Section 4.6 of the Original Agreement, as amended, is hereby revised and amended, as set forth below:

4.6.1 The annual maintenance fee shall be **ONE HUNDRED SEVEN THOUSAND, SEVEN HUNDRED NINETY-NINE DOLLARS AND ELEVEN CENTS (\$107,799.11)**, which is comprised of the annual service fees set forth below and in Exhibit "K", attached hereto and by this reference made a part hereof.

Annual Service Fees		
Quantity	Service/Product	Total Price
1	SmartCOP Annual Maintenance	ZERO DOLLARS AND ZERO CENTS (\$0.00)
1	SmartCOP Suite	NINETY-TWO THOUSAND, EIGHT HUNDRED SEVENTY-ONE DOLLARS AND NINETEEN CENTS (\$92,871.19)
250	ESRI Mobile Licenses	FOURTEEN THOUSAND, FOUR HUNDRED EIGHTY-NINE DOLLARS AND SEVENTY-SEVEN CENTS (\$14,489.77)
2	SmartMTC Mobile Licenses	FOUR HUNDRED THIRTY-EIGHT DOLLARS AND FIFTEEN CENTS (\$438.15)

SECTION 4. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized



Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 Definitions for this Section.

5.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within



Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Fifth Amendment and the Original Agreement, as amended, the terms and provisions of this Fifth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Fifth Amendment. The exhibits, if not physically attached, should be treated as part of this Fifth Amendment and are incorporated herein by reference.

SECTION 9. Each person signing this Fifth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fifth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Fifth Amendment.

SECTION 10. This Fifth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Fifth Amendment by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Print Name: Jacobo Hernandez
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR FRANK C. ORTIS

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

MARLENE D. GRAHAM, CITY CLERK

CONTRACTOR:

SMARTCOP, INC.

Signed By:

Printed Name: Steven J. Williams

Title: Executive Vice President



City of Pembroke Pines

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SMARTCOP INC.**

THIS AMENDMENT (“Fourth Amendment”), dated November 3, 2022, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

SMARTCOP INC., a For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **9165 Roe Street, Pensacola, FL 32514**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, pursuant to Request for Proposals (“RFP”) # IT-12-02 on **June 24, 2013**, the Parties entered into the Agreement for a Public Safety (Police) Automatic Records Management and Mobile Computing System (“Original Agreement”) for an initial **one (1) year period**, which expired on **June 30, 2014**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement on an annual basis, at the expiration of the initial twelve (12) month period, for a period of up to five (5) years, by paying an agreed upon annual fee; and,

WHEREAS, on **September 12, 2018**, the Parties executed the First Amendment to the Original Agreement to include two (2) additional SmartMCT Client Licenses and the Purchase/Implementation of 250 ESRI Mobile Licenses; and,

WHEREAS, on **May 15, 2019**, the Parties executed the Second Amendment to the Original Agreement, as amended, to allow for continued maintenance and support services by CONTRACTOR for the benefit of the CITY on an annual basis for twelve (12) month periods; and,

WHEREAS, the CITY had continuously paid invoices from CONTRACTOR since execution of the Second Amendment, thus the term of the Original Agreement, as amended, naturally expired on **January 31, 2022**; and,

WHEREAS, on **February 16, 2022**, the Parties executed the Thid Amendment to the Original Agreement, as amended, to renew the term thereof for a **one (1) year** period which will naturally expire on **January 31, 2023**; and,



WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to renew the term thereof for a **one (1) year period** commencing on **February 1, 2023** and naturally expiring on **January 31, 2024**, and to supplement the terms contained therein as set forth in this Fourth Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Any language contained in this Fourth Amendment, or any subsequent amendment, which is in ~~strike through type~~ shall be deletions from the terms of the Original Agreement and language in double underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. The Original Agreement, as amended, is hereby renewed for a **one (1) year** period commencing on **February 1, 2023** and naturally expiring on **January 31, 2024**.

SECTION 4. Section 4.6 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

4.6.1 Notwithstanding the foregoing, the annual maintenance fee for the period commencing on February 1st, 2023 and expiring on January 31st, 2024, is **ONE HUNDRED FOUR THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS AND THIRTY-THREE CENTS (\$104,659.33)**, which is comprised of the annual service fees set forth below and in Exhibit "J", attached hereto and by this reference made a part hereof.

Annual Service Fees		
Quantity	Service/Product	Total Price
1	SmartCOP Suite	<u>NINETY THOUSAND ONE HUNDRED SIXTY-SIX DOLLARS AND TWENTY CENTS (\$90,166.20)</u>
250	ESRI Mobile Licenses	<u>FOURTEEN THOUSAND SIXTY-SEVEN DOLLARS AND SEVENTY-FOUR CENTS (\$14,067.74)</u>
2	SmartMTC Mobile Licenses	<u>FOUR HUNDRED TWENTY-FIVE DOLLARS AND THIRTY-NINE CENTS (\$425.39)</u>

SECTION 5. Section 18.7 of the Original Agreement, as amended, is hereby revised and amended as set forth below:



City of Pembroke Pines

18.7 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for given of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager
City of Pembroke Pines
~~10100 Pines Boulevard~~ 601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. ~~(954) 431-4884~~ (954) 450-1040
Facsimile No. ~~(954) 437-1149~~

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR **SmartCop, Inc.**
~~180 North Palafox Street~~
~~Pensacola, FL 32502~~
410 East Government Street
Pensacola, FL 32502
Telephone No: (850) 429-0082
Facsimile No: (850) 429-0522

SECTION 6. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

6.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

6.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:



6.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

6.2.2 Is engaged in business operations in Syria.

SECTION 7. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

7.1 Definitions for this Section.

7.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

7.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

7.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

7.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

7.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

7.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

7.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

7.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.



Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 8. In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment and the Original Agreement, as amended, the terms and provisions of this Fourth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 9. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 10. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Fourth Amendment. The exhibits, if not physically attached, should be treated as part of this Fourth Amendment and are incorporated herein by reference.

SECTION 11. Each person signing this Fourth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fourth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Fourth Amendment.

SECTION 12. This Fourth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Fourth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:
Marlene D. Graham
E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK
November 3, 2022

BY:

[Signature]
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

[Signature] 10/19/25
Print Name: SONJA L. S. GONCALVES
OFFICE OF THE CITY ATTORNEY

BY:

DocuSigned by:
Charles F. Dodge
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

SMARTCOP INC.

Signed By:

Printed Name: Steven Williams

Title: Sr. Vice President of Operations



SmartCOP
410 East Government Street
Pensacola FL
32502
sales@smartcop.com

Exhibit "J"

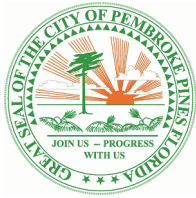
Quote

Valid Till: Feb 1, 2023
Quote Number : 217878000045472060

BILL TO:	SHIP TO:
FL Pembroke Pines Police Dept ATTN: Angela Malone 9500 Pines Blvd Pembroke Pines, FL 33024	FL Pembroke Pines Police Dept ATTN: Angela Malone 9500 Pines Blvd Pembroke Pines, FL 33024

Description	Qty	Price	Total
Annual Maintenance	1	\$ 0.00	\$ 0.00
SmartCOP Annual Maintenance			
SmartCOP Product Suite Maintenance	1	\$ 90,166.20	\$ 90,166.20
February 2023- January 2024			
ESIRTPM	1	\$ 14,067.74	\$ 14,067.74
February 2023- January 2024			
SmartMCT Add-on	1	\$ 425.39	\$ 425.39
February 2023- January 2024			
Grand Total		\$ 104,659.33	

Terms and Conditions



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 1.

File ID: 22-0700

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/30/2022

Short Title: Contracts Database Report - November 2nd, 2022

Final Action: 11/02/2022

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

(A) SmartCop - Public Safety Automatic Records Management - Renewal

(B) Seherihde, LLC - Citywide Filter Replacement IFB # PSPW-20-15 -
Renewal

***Agenda Date:** 11/02/2022

Agenda Number: 1.

Internal Notes:

Attachments: 1. Contracts Database Report - November 2, 2022, 2. A. SmartCop - Public Safety Automatic Records Management (all-backup), 3. B. Seherihde LLC - Citywide Filter Replacement (All Backup)

1 City Commission 11/02/2022 approve Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Siple, Commissioner
Good Jr., and Commissioner Castillo

Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract

Agenda Request Form Continued (22-0700)

Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.

3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) SmartCop - Public Safety Automatic Records Management - Renewal

1. On June 24th, 2013, pursuant to RFP # IT-12-02, the City entered into an agreement with SmartCop, Inc. (formerly d/b/a Consolidated Technology Solutions and CTS America) for an initial one (1) year period following the installation and acceptance of the equipment and software products.

2. This agreement provides the Police Department with an Automatic Records Management System and a Mobile Computing System.

3. Section 3.1 of the Original Agreement, provides that the maintenance services would begin following installation and acceptance of the equipment. The initial maintenance services began on January 29th, 2015, establishing a maintenance subscription term of February to January of each year.

4. Section 3.2 of the Original Agreement provides for extension of the maintenance and support services on an annual basis by payment of the annual fee. The CITY continuously paid invoices from CONTRACTOR, extending the term of the Agreement annually.

5. On September 12th, 2018 the Parties entered into the First Amendment to the Original Agreement, to include two (2) additional SmartMCT Client licenses and the purchase/implementation of 250 ESRI Mobile Licenses.

6. On May 15th, 2019 the Parties entered into the Second Amendment to the Original Agreement, as amended, to include the services for a SmartCOP/FileOnQ Two-way integration (Offense Property).

7. On February 16th, 2022 the Parties entered into the Third Amendment to the Original Agreement, as amended, to extend the maintenance and support services to January 31st, 2023.

8. The Police Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve the Fourth Amendment to extend the maintenance and support term for a one (1) year period commencing on February 1st, 2023 and expiring on January 30th, 2024, as allowed by the Agreement.

Reviewed by Commission Auditor.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$104,659.33

Agenda Request Form Continued (22-0700)

b) Amount budgeted for this item in Account No:

001-521-3001-534995-0000-000-0000- (Other Svc - IT)

c) Source of funding for difference, if not fully budgeted: Not Applicable.**d) 1 year projection of the operational cost of the project:**

	Current FY
Revenues	\$.00
Expenditures	\$104,659.33
Net Cost	\$104,659.33

e) Detail of additional staff requirements: Not Applicable**FEASIBILITY REVIEW:**

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?****(B) Seherihde, LLC - Citywide Filter Replacement IFB # PSPW-20-15 - Renewal**

1. On January 13th, 2021, the City entered into an Agreement with Seherihde, LLC for an initial one (1) year period, which naturally expired on January 12th, 2022.

2. Seherihde, LLC provides the City with Merv 13 Filters which will enhance the filtration systems Citywide due to COVID-19 pandemic.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year terms upon mutual consent, evidenced by a written Amendment to the Original Agreement extending the term thereof.

4. On September 13th, 2021, the City executed the First Amendment to the Original Agreement to increase the annual compensation and extend the term of the Original Agreement for a one (1) year period which will naturally expire on January 12th, 2023.

5. The Public Services Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Second Amendment to increase the annual compensation and extend the term for an additional one (1) year term which shall commence on January 13th, 2023 and shall naturally expire on January 12th, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

Agenda Request Form Continued (22-0700)

- a) **Initial Cost:** \$99,281
- b) **Amount budgeted for this item in Account No:** Funds are available in City Object Code 546150 (R&M Land Bldg. & Improvements) for various City Departments on an as needed basis
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2 year projection of the operational cost of the project** Not Applicable

	Current FY	Year 2
Revenues	\$.00	\$.00
Expenditures	\$66,187.33	\$33,093.67
Net Cost	\$66,187.33	\$33,093.67

- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Canada Limited 120 Bremner Blvd., Suite 800 Attn: Canada.Certrequest@marsh.com Toronto, ON, M5J 0A8	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:														
CN102165922--GAWUP-22-23 Volari	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B: Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B: Great Northern Insurance Company	20303	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED CONSTELLATION SOFTWARE INC. AND SMARTCOP, INC. 9165 ROE STREET PENSACOLA, FL 32514															

COVERAGES

CERTIFICATE NUMBER:

HOU-003886641-08

REVISION NUMBER: 11

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			9950-48-39	09/27/2022	09/27/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73600397	09/27/2022	09/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			9365-24-30	09/27/2022	09/27/2023	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	7176-4342	09/27/2022	09/27/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability and Technology E&O			9950-48-39	09/27/2022	09/27/2023	Limit \$ 5,000,000 SIR \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Pembroke Pines is included as additional insured with respect to general liability where required by written contract.

CERTIFICATE HOLDER

City of Pembroke Pines
 601 City Center Way
 Pembroke Pines, FL 33025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee

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Rojas, Dominique

From: Rotstein, Daniel
Sent: Tuesday, October 11, 2022 12:56 PM
To: Rojas, Dominique
Subject: FW: SmartCop - Public Safety Automatic Records Management - Renewal - Risk Review
Attachments: COI (GL, Auto, Umbr, WC, PL, Tech E&O) Expires 9-27-2023.pdf; SmartCop - Public Safety Automatic Records Management (Orig-3rd A)(ABD).pdf

Approved

From: Rojas, Dominique <drojas@ppines.com>
Sent: Tuesday, October 11, 2022 12:53 PM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: SmartCop - Public Safety Automatic Records Management - Renewal - Risk Review

Dear Daniel,

Good afternoon. We received the attached, updated COI from the vendor for the above-referenced agreement. We are also working on the amendment to renew the contract. I believe the insurance language in the Original Agreement remains applicable but wanted to confirm with you in case any update is needed.

Thank you for your attention, with kindest regards,

Dominique Rojas • Contracts Specialist

Finance Department

City of Pembroke Pines

601 City Center Way, Pembroke Pines, FL 33025

Direct: 954-392-9436

Email: drojas@ppines.com

Main: 954-392-9435

Team Email: contracts@ppines.com

www.ppines.com

City Hall hours: Monday–Thursday 7am-6pm (closed on Fridays)



City of Pembroke Pines

**THIRD AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND SMARTCOP, INC.
D/B/A CONSOLIDATED TECHNOLOGY SOLUTIONS AND CTS AMERICA**

THIS AMENDMENT ("Third Amendment"), dated this 16th day of February, **2022**, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

SMARTCOP, INC. (D/B/A CONSOLIDATED TECHNOLOGY SOLUTIONS AND CTS AMERICA), a For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **9165 Roe Street, Pensacola, FL 32514**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, pursuant to Request for Proposals ("RFP") # IT-12-02 on **June 24, 2013**, the Parties entered into the Agreement for a Public Safety (Police) Automatic Records Management and Mobile Computing System ("Original Agreement"), for an initial **one (1) year period**, which expired on **June 30, 2014**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement on an annual basis, at the expiration of the initial twelve (12) month period, for a period of up to five (5) years, by paying an agreed upon annual fee; and,

WHEREAS, on **September 12, 2018**, the Parties executed the First Amendment to the Original Agreement to include two (2) additional SmartMCT Client Licenses and the Purchase/Implementation of 250 ESRI Mobile Licenses; and,

WHEREAS, on **May 15, 2019**, the Parties executed the Second Amendment to the Original Agreement, as amended, to allow for continued maintenance and support services by CONTRACTOR for the benefit of the CITY on an annual basis for twelve (12) month periods; and,

WHEREAS, the CITY has continuously paid invoices from CONTRACTOR since execution of the Second Amendment, thus the term of the Original Agreement, as amended, will naturally expire on **January 31, 2022**; and,



WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to align the current maintenance subscription term with the term of the Original Agreement, as amended, and to renew the term thereof as set forth in this Third Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Any language contained in this Third Amendment, or any subsequent amendment, which is in ~~striketrough type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. The Original Agreement, as amended, is hereby renewed for a one (1) year period commencing on **February 1, 2022** and naturally expiring on **January 31, 2023**.

SECTION 4. Section 4.6 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

"4.6.1 Notwithstanding the foregoing, the annual maintenance fee for the period commencing on February 1st, 2022 and expiring on January 31st, 2023, is **ONE HUNDRED ONE THOUSAND, SIX HUNDRED ELEVEN DOLLARS AND ZERO CENTS (\$101,611.00)**, which is comprised of the annual service fees set forth below and in Exhibit "T", attached hereto and by this reference made a part hereof:

Annual Service Fees		
<u>Quantity:</u>	<u>Service/Product:</u>	<u>Price:</u>
<u>1</u>	<u>SmartCOP Suite</u>	<u>EIGHTY-SEVEN THOUSAND, FIVE HUNDRED FORTY DOLLARS AND ZERO CENTS (\$87,540.00)</u>
<u>250</u>	<u>ESRI Mobile Licenses</u>	<u>THIRTEEN THOUSAND SIX HUNDRED FIFTY-EIGHT DOLLARS AND ZERO CENTS (\$13,658.00)</u>
<u>2</u>	<u>SmartMTC Mobile Licenses</u>	<u>FOUR HUNDRED THIRTEEN DOLLARS AND ZERO CENTS (\$413.00)</u>

”



SECTION 5. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

5.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

5.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

5.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

5.2.2 Is engaged in business operations in Syria.

SECTION 6. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

6.1 Definitions for this Section:

6.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

6.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

6.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

6.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

6.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

*City of Pembroke Pines*

6.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

6.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

6.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 7. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 8. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, and this Third Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 9. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Third Amendment. The exhibits, if not physically attached, should be treated as part of this Third Amendment and are incorporated herein by reference.

SECTION 10. Each person signing this Third Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Third Amendment.

SECTION 11. This Third Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Third Amendment



City of Pembroke Pines

by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

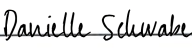
DocuSigned by:

 E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK
 February 22, 2022

BY: 

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:

 013E807C191D4FF...
 Print Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

BY: 

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

**SMARTCOP, INC. (D/B/A CONSOLIDATED
 TECHNOLOGY SOLUTIONS AND CTS
 AMERICA)**

Signed By: 

Name: Steven J Williams

Title: Senior Vice President of Operations

Exhibit "I"

Invoice No. SCIMN0000191
Date 12/1/2021
Due Date 2/1/2022
Customer No. PEM2000
Page 1 of 1



Bill To

Pembroke Pines PD (FL)
 Attn: Capt. Chris Stasio
 9500 Pines Blvd.
 Pembroke Pines, FL 33024
 United States

Ship To

9500 Pines Blvd.
 Pembroke Pines, FL 33024
 United States

Contract/Project Number	Purchase Order	Payment Terms	Currency
		Due Upon Receipt	HARRIS-US\$

Item No	Description	Quantity	Unit Price	Amount
NOTE	Annual SmartCop Maintenance	1.00	0.00	0.00
SUITE	SmartCOP Product Suite Maintenance: February 2022 to January 2023	1.00	87,540.00	87,540.00
ESRITPM	ESRITPM: February 2022 to January 2023	1.00	13,658.00	13,658.00
MOBILE	SmartMCT Add-on: February 2022 to January 2023	1.00	413.00	413.00

Remit To:
 SmartCOP Inc
 PO BOX 74008484
 Chicago, IL 60674-8484

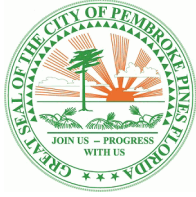
Subtotal	101,611.00
Misc	0.00
Taxes	0.00
Freight	0.00
Total	101,611.00



Invoice Questions? Please call 1-888-847-7747 ext. 2525; or Please email ar@smartcop.com

Tax Exempt? Please send your exemption certificate to the address above or email it to ar@smartcop.com

Thank you for your business!



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 13.

File ID: 22-0110

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/07/2022

Short Title: Contracts Database Report - February 16th, 2022

Final Action: 02/16/2022

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

(A) SmartCop - Public Safety Automatic Records Management - Renewal

(B) The Toro Company - Grounds Maintenance Equipment, Parts,
Accessories, Supplies, Related Services and Equipment - Renewal

(C) Allied Universal Corp. - Purchase Sodium Hydroxide 25% (Caustic Soda)
- Renewal

(D) Allied Universal Corporation - Furnish and Deliver Sodium Hydroxide
50% by Weight CO-OP Agreement - Renewal

(E) InfoSend, Inc. - Professional Utility Bill and Late Notice Printing and
Mailing Services - Renewal

(F) Morton Salt, Inc. - Purchase of Sodium Chloride (Solar Salt) CO-OP -
Renewal

**ITEMS (G) AND (H) WILL EXPIRE WITH NO RENEWAL TERMS
AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED
AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY
PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT
CODE:**

(G) Granite Tops Industries LLC - Cabinet and Counter Top Installation -
Non-Renewal

(H) Aaron Agriculture - City-wide Landscaping Maintenance - Non-renewal

***Agenda Date:** 02/16/2022

Agenda Request Form Continued (22-0110)

Agenda Number: 13.**Internal Notes:**

Attachments: 1. Contract Database Report February 16th, 2022, 2. A SmartCop - Public Safety Automatic Records Management - Third Amendment (Vendor Executed) and All Backup, 3. B. The Toro Company-Purchase of Grounds Maintenance Equipment (AB), 4. C. Allied Universal Corp. -Purchase Sodium Hydroxide 25% (Caustic Soda) (AB), 5. D. Allied Universal Corporation - Sodium Hydroxide 50% by Weight Co-Op (AB), 6. E. InfoSend, Inc. - Utility Billing Agreement (All Back Up), 7. F. Morton Salt, Inc. - Solar Salt (Bulk) Supply & Delivery (AB), 8. G. Granite Tops Industries - Cabinet Installation (ALL BACKUP), 9. H. Aaron Agriculture - City-wide Landscaping (All Back Up)

1	City Commission	02/16/2022	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
			Aye: - 5	Mayor Ortis, Vice Mayor Good Jr., Commissioner Castillo, Commissioner Siple, and Commissioner Schwartz
			Nay: - 0	

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.

3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) SmartCop - Public Safety Automatic Records Management - Renewal

1. On June 24th, 2013, pursuant to RFP # IT-12-02, the City entered into an agreement with SmartCop, Inc. (d/b/a Consolidated Technology Solutions and CTS America) for an initial one (1) year period following the installation and acceptance of the equipment and software products.

2. This agreement provides the Police Department with an Automatic Records Management System and a Mobile Computing System.

3. Section 2.0 of the Original Agreement, authorized the extension of the services on an annual basis, upon payment of the annual fee.

4. On September 12th, 2018 the Parties entered into the First Amendment to the Original

Agenda Request Form Continued (22-0110)

Agreement, to include two (2) additional SmartMCT Client licenses and the purchase/implementation of 250 ESRI Mobile Licenses.

5. On May 15th, 2019 the Parties entered into the Second Amendment to the Original Agreement, as amended, to include the services for a SmartCOP/FileOnQ Two-way integration (Offense Property), to allow for continued maintenance and support services by the Contractor for a twelve (12) month period commencing on July 2nd, 2019, and to authorize the extension of the services on an annual basis, upon payment of the annual fee.

6. Section 3.1 of the Original Agreement, provided that the maintenance services would begin following installation and acceptance of the equipment. The initial maintenance services began on January 29th, 2015, establishing a maintenance subscription term of February to January of each year.

7. The CITY has continuously paid invoices from CONTRACTOR, thus extending the term of the Agreement to January 31st, 2022.

8. The Police Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve the First Amendment to the Original Agreement, to align the current maintenance subscription term with the term of the Agreement and to renew the term for the one (1) year period commencing on February 1st, 2022 and expiring on January 30th, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$101,611.00

b) Amount budgeted for this item in Account No: \$101,611.00 in account # 001-521-3001-534995-0000-000-0000- Other Svc - IT

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5 year projection of the operational cost of the project: Not Applicable

e) Detail of additional staff requirements: Not Applicable

(B) The Toro Company - Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment - Renewal

1. On January 17th, 2018, the City Commission approved to enter into an Agreement with The Toro Company for an initial five (5) year period, which expires on March 31st, 2022.

2. The City of Pembroke Pines purchased the following items during the term of this agreement: two (2) Toro Greensmaster 3150-Q, six (6) 11 Blade Cutting Units, two (2) Front Rollers for Cutting Units, and two (2) LED Light Kits.

3. The Original Agreement authorizes the renewal of the Original Agreement for two (2) annual renewals upon mutual consent.

Agenda Request Form Continued (22-0110)

4. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Renewal for the first one (1) year renewal term to purchase Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment on as a needed basis which shall commence on April 1st, 2022 and naturally expire on March 31st, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$0.00 - at this time there is no amount related to this renewal since the City will purchase items on as a needed basis.
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

(C) Allied Universal Corp. - Purchase Sodium Hydroxide 25% (Caustic Soda) - Renewal

1. On March 26th, 2018, the City entered into an Agreement with Allied Universal Corp. for an initial two (2) year period, which expired February 21st, 2020.
2. Allied Universal Corp. provides the City's Utilities Department with Sodium Hydroxide 25% (Caustic Soda).
3. Section 2.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On January 15th, 2020, the City entered into the First Amendment to the Original Agreement to extend the term for an additional two (2) year term, which expires on February 22nd, 2022.
5. The Utilities Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Second Amendment for a two (2) year renewal term which shall commence on February 23rd, 2022 and naturally expire on February 22nd, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$54,400 (\$31,733.33 for remainder of current FY2021-22 \$4,533.33/month x 7 months).
- b) **Amount budgeted for this item in Account No:** \$31,733.33 is available in Account No. 471-535-6022-552430-0000-000-0000 (Operating Chemicals)
21,000 gallons x \$1.36/gallon = \$28,560

Agenda Request Form Continued (22-0110)

2,333.33 gallons x \$1.56/gallon = \$3,173.33

c) Source of funding for difference, if not fully budgeted: Not applicable

d) 3 year projection of the operational cost of the project

	Current FY	Oct. 2022-Sep. 2023	Sep. 2023 - Feb. 2024
Revenues	N/A	N/A	N/A
Expenditures	\$31,733.33	\$54,400	\$27,200
Net Cost	\$31,733.33	\$54,400	\$27,200

e) Detail of additional staff requirements: Not applicable

(D) Allied Universal Corporation - Furnish and Deliver Sodium Hydroxide 50% by Weight CO-OP Agreement - Renewal

1. On May 23rd, 2017, the City Commission approved the purchase of chemicals from Allied Universal Corporation utilizing the Southeast Florida Governmental Cooperative Purchasing Agreement for an initial two (2) year period which expired on April 16th, 2020.

2. Allied Universal Corporation furnish and deliver sodium hydroxide 50% by weight to the City's Wastewater Plant (East Scrubber).

3. The Original Agreement allows for three (3) additional one (1) year renewal terms upon mutual consent.

4. To date the term of the Original Agreement has been renewed two (2) times extending the term to April 16th, 2022.

5. The renewal letter from the City of Margate for the period commencing on April 17th, 2022 and expiring on April 16th, 2023 will be provided once approved.

6. The Utilities Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Third Renewal for an additional one (1) year period which shall commence on April 17th, 2022 and naturally expire on April 16th, 2023, contingent on renewal by the Lead Agency (City of Margate).

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$28,400.00 (Approx. \$2,366.67 per month)

b) Amount budgeted for this item in Account No: \$28,400.00 (10,000 gallons per year x \$2.84/gallon) is available in Account No. 471-535-6022-552430-0000-000-0000 (Operating Chemicals)

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 2 year projection of the operational cost of the project:

	FY2021-2022	FY2022-2023
Revenues	0.00	0.00

Agenda Request Form Continued (22-0110)

Expenditures	\$11,833.35	\$16,566.65
Net Cost	\$11,833.35	\$16,566.65

e) Detail of additional staff requirements: Not Applicable

(E) InfoSend, Inc. - Professional Utility Bill and Late Notice Printing and Mailing Services - Renewal

1. On June 2nd, 2021, the City entered into an Agreement with InfoSend, Inc. for an initial one (1) year period, which expires on February 28th, 2022.
2. InfoSend, Inc. provides the City's Utilities Department with Professional Utility Bill and Late Notice Printing and Mailing Services.
3. Section 5 of the Original Agreement authorizes the renewal of the Original Agreement subject to the renewal of the Jupiter RFP and Contract, for two (2), additional one (1) year renewal terms pursuant to a written amendment signed by the Parties.
4. As of January 2022, the Town of Jupiter has already renewed the agreement for the first of the two remaining terms.
5. In accordance with the Town of Jupiter RFP and Contract, compensation to the vendor by the Town of Jupiter is increasing per CPI by approximately 6.2%.
6. The Utilities Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment to enter into a one (1) year renewal period which shall commence on March 1st, 2022 and naturally expire on February 28th, 2023, with compensation at the increased annual amount not to exceed of \$327,848 for the renewal term, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$327,848 (\$191,103.22 for remainder of Current FY2021-22)

b) Amount budgeted for this item in Account No:

\$42,003.22 is available in Account No. 471-536-6010-534990-0000-000-0000 (Other SVC) for remainder of Current FY2021-22

\$149,100 is available in Account No. 471-536-6010-542000-0000-000-0000 (Postage) for remainder of Current FY2021-22

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 2 year projection of the operational cost of the project

	Current FY	FY 2022-23
Revenues	\$.00	\$.00
Expenditures	\$191,103.22	\$136,745.13
Net Cost	\$191,103.22	\$136,745.13

Agenda Request Form Continued (22-0110)

e) Detail of additional staff requirements: Not Applicable

(F) Morton Salt, Inc. - Purchase of Sodium Chloride (Solar Salt) CO-OP - Renewal

1. On June 16th, 2021, the City Commission approved to enter into a CO-OP Agreement with Morton Salt, Inc. for an initial one (1) year period, which expires on May 30th, 2022.
2. Morton Salt, Inc. provides the City's Utilities Department with Sodium Chloride (Solar Salt) to be used as part of the Water Treatment process conducted at the Water Treatment Plant.
3. The Original CO-OP Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year renewal terms.
4. The renewal letter from the City of Boca Raton for the period commencing on June 1st, 2022 and expiring on May 30th, 2023 will be provided on or about March 31st, 2022.
5. The Utilities Division is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve renewal of the term for a one (1) year renewal period which shall commence on June 1st, 2022 and naturally expire on May 30th, 2023, contingent on renewal by the Lead Agency (City of Boca Raton).

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost:** \$109,992 (\$36,664 for remainder of current FY2021-22 \$9,166/month x 4 months)
- b) Amount budgeted for this item in Account No:** \$36,664 is budgeted in Account No. 471-533-6031-552430-0000-000-0000 (Operating Chemicals)
- c) Source of funding for difference, if not fully budgeted:** Not Applicable
- d) 2 year projection of the operational cost of the project:** Not Applicable

	Current FY	Year 2
Revenues	N/A	N/A
Expenditures	\$36,664	\$73,328
Net Cost	\$36,664	\$73,328

e) Detail of additional staff requirements: Not Applicable

(G) Granite Tops Industries LLC - Cabinet and Counter Top Installation - Non-Renewal

1. On June 16th, 2020, the City entered into a Contractual Services Agreement with Granite Tops Industries LLC for an initial one (1) year period, which expired on June 15th, 2021.
2. Granite Tops Industries LLC supplies and installs counter tops for the City's housing

Agenda Request Form Continued (22-0110)

division.

3. Section 3.2 of the Original Agreement allows for one (1) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.
4. On May 5th, 2021 the Parties entered into the First Amendment to extend the term of the Original Agreement for a one (1) year period which expires on June 15th, 2022.
5. The Community Services Department is satisfied with the performance and execution of the Original Agreement, as amended, but at this time there are no further renewals available and the department will begin a new procurement process for these services.

(H) Aaron Agriculture - City-wide Landscaping Maintenance - Non-renewal

1. On August 5th, 2020, the City entered into a Citywide Landscape Maintenance Agreement with Aaron Agriculture, Inc. for an initial one (1) year period, which expired on August 4th, 2021.
2. The City of Pembroke Pines Public Services Department utilizes Aaron Agriculture, Inc. to provide and/or install trees, plants and other landscaping materials on an as needed basis.
3. On May 5th, 2021 the parties entered into the First Amendment to extend the term, as allowed by the Agreement, for a single, one (1) year period which will expire on August 4th, 2022.
4. The Agreement is in its final term and does not now allow for any further renewals. Public Services will proceed with landscaping projects on an as-needed basis.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Canada Limited 120 Bremner Blvd., Suite 800 Attn: Canada.Certrequest@marsh.com Toronto, ON, M5J 0A8 CN102165922--GAWUP-21-22	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B : Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B : Great Northern Insurance Company	20303	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Federal Insurance Company	20281														
INSURER B : Great Northern Insurance Company	20303														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED CONSTELLATION SOFTWARE INC. AND SMARTCOP, INC. 9165 ROE STREET PENSACOLA, FL 32514															

COVERAGES

CERTIFICATE NUMBER:

HOU-003886641-03

REVISION NUMBER: 9

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			9950-48-39	09/27/2021	09/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73600397	09/27/2021	09/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			9365-24-30	09/27/2021	09/27/2022	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	7176-4342	09/27/2021	09/27/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability and Technology E&O			9950-48-39	09/27/2021	09/27/2022	Limit \$ 5,000,000 SIR \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Pembroke Pines is included as additional insured with respect to general liability where required by written contract.

CERTIFICATE HOLDER

City of Pembroke Pines
 601 City Center Way
 Pembroke Pines, FL 33025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee

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Rojas, Dominique

From: Rotstein, Daniel
Sent: Thursday, February 10, 2022 9:05 AM
To: Rojas, Dominique
Subject: FW: SmartCop - Public Safety Automatic Records Management - Renewal
Attachments: COI (GL, Auto, Umbr, WC, PL, Tech E&O) Exp. 9-27-2022.pdf; SmartCop - Public Safety Automatic Records Management (All Back Up).pdf

Approved COI

From: Rojas, Dominique
Sent: Wednesday, February 09, 2022 1:54 PM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: SmartCop - Public Safety Automatic Records Management - Renewal

Dear Daniel,

Good afternoon. Please find attached the new COI for the renewal of the above-referenced agreement for a software subscription. Attached also is the renewal amendment together with the original agreement.

Please could you confirm the COI is approved?

Thank you, as always, for your support, with kindest regards,

Dominique Rojas • Contracts Specialist

Finance Department

City of Pembroke Pines

601 City Center Way, Pembroke Pines, FL 33025

Direct: 954-392-9436

Email: drojas@ppines.com

Main: 954-392-9435

Team Email: contracts@ppines.com

www.ppines.com

City Hall hours: Monday–Thursday 7am-6pm (closed on Fridays)



**SECOND AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SMARTCOP, INC. d/b/a CONSOLIDATED TECHNOLOGY SOLUTIONS AND CTS
AMERICA.**

THIS SECOND AMENDMENT TO THE ORIGINAL AGREEMENT ("Second Amendment"), dated this 15th day of May 2019, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

SMARTCOP, INC. d/b/a CONSOLIDATED TECHNOLOGY SOLUTIONS AND CTS AMERICA, a Company authorized to do business in the State of Florida, with a business address of **9165 Roe Street, Pensacola, FL 32514**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "Parties".

WHEREAS, pursuant to **RFP # IT-12-02**, on **June 24, 2013**, the CITY and CONTRACTOR entered into the Original Agreement ("Original Agreement") for **Public Safety (Police) Automatic Records Management and Mobile Computing System** for an initial **one (1) year period**, which expired on **June 30, 2014**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement on an annual basis after the initial twelve (12) month period, for a period of up to five (5) years, by paying an agreed upon annual fee; and,

WHEREAS, the CITY has continuously paid invoices from CONTRACTOR up until **January 1, 2018**, which allows for the term of the agreement to extend until **July 1, 2019**; and,

WHEREAS, on **September 12, 2018**, the Parties executed the First Amendment to the Original Agreement which amended Article 2 – Services and Responsibilities of the Original Agreement to include two (2) additional SmartMCT Client Licenses and the Purchase/Implementation of 250 ESRI Mobile Licenses; and,

WHEREAS, to date the CITY has been satisfied with the CONTRACTOR's performance pursuant to the Original Agreement, as amended, and the Parties desire to amend the Original Agreement, as amended, to include the services for a SmartCOP/FileOnQ Two-way integration (Offense Property); and,

WHEREAS, the Parties desire to amend Section 2.0 of the Software Warranty, Maintenance and Support Agreement to allow for continued maintenance and support services by CONTRACTOR for the benefit of the CITY on an annual basis; and,



WHEREAS, the Parties further desire to amend the Original Agreement to include certain provisions required by statutory amendments adopted since the Parties entered into the Original Agreement; and,

WHEREAS, the Parties specifically seek to amend the Original Agreement, as amended, as further provided herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Article 2 – Services and Responsibilities, of the Original Agreement, as amended, is hereby amended to include the following:

2.9 CONTRACTOR hereby agrees to provide the CITY's Police Department with the additional services for development of an interface to send and receive Evidence/Property data from Offense with FileOnQ, as set forth in **Exhibit "G" entitled "SOW Modification Worksheet,"** a copy of which attached hereto and by this reference made a part hereof, upon execution of this Second Amendment to the Original Agreement, as amended.

SECTION 3. Section 4.5 – Compensation and Method of Payment, of the Original Agreement, as amended, is hereby amended to include the additional payment amount for development of an interface to send and receive Evidence/Property data from Offense with FileOnQ, as set forth in **Exhibit "G"** of this Second Amendment to the Original Agreement, as amended.

SECTION 4. Section 2.0 of the Software Warranty, Maintenance and Support Agreement (attached as Exhibit "C" to the Original Agreement, as amended) is hereby amended as follows:

2.0 Duration: Licensor will provide Licensee with warranty, maintenance and support services for a period of one (1) year commencing on July 2, 2019. This service will be provided to Licensee upon payment of a mutually agreed upon fee. Licensee can extend Licensor's maintenance and support services on an annual basis after the first twelve (12) month period, for a period up to five (5) years, by paying a mutually agreed upon annual fee. If Licensee fails to make the annual maintenance and support fee payments, or in the event Licensee materially breaches this Agreement and such breach is not cured within thirty (30) days of receipt of written notice of the breach, Licensor may suspend or cancel the maintenance and support services.

SECTION 5. Article 18 – Miscellaneous of the Original Agreement, as amended, is hereby



amended to include the following:

18.17 **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

18.17.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or

18.17.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

18.17.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

18.17.2.2 Is engaged in business operations in Syria.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, and this Second Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each Exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

Marlene D. Graham
MARLENE D. GRAHAM,
CITY CLERK

CITY:

CITY OF PEMBROKE PINES

BY:

Charles F. Dodge
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

[Signature]
OFFICE OF THE CITY ATTORNEY

WITNESSES

CONTRACTOR:

SMARTCOP, INC. d/b/a CONSOLIDATED
TECHNOLOGY SOLUTIONS AND CTS
AMERICA.

BY:

Steven J. Williams

Print Name:

Steven J. Williams

Title:

Vice President Operations

Steven J. Williams 5/13/19

Print Name

Print Name

STATE OF *Florida*

COUNTY OF *Escambia* ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared *Steven J. Williams* as *Vice President* of SMARTCOP, INC. d/b/a CONSOLIDATED TECHNOLOGY SOLUTIONS AND CTS AMERICA, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of SMARTCOP, INC. d/b/a CONSOLIDATED TECHNOLOGY SOLUTIONS AND CTS AMERICA, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this *13* day of *May*, 2019.



Melissa A. Smith
NOTARY PUBLIC

Melissa A. Smith

(Name of Notary Typed, Printed or Stamped)

Exhibit G

Appendix A: SOW Modification Worksheet

Agency: Pembroke Pines Police Department

Project Name: SmartCOP / FileOnQ Two-way integration (Offense Property)

Description of Desired Change to Original SOW		
Description of Change	Cost Implication of Change	Changes in Timelines and Milestones
Develop interface to send and receive Evidence/Property data from Offense with FileOnQ	\$9,120.00	TBD
Year 1 Maintenance	\$1,824.00	TBD

Explanation of Work to be Performed

This Change Order is being issued to formally outline the requested development for SmartCOP to create a two-way interface to send and receive data with FileOnQ from SmartCOP's Offense report.

The high-level tasks to accomplish this work are as follows:

- Pembroke Pines officer will complete the following steps:
 - o Add with Property Type of Evidence, Found or Seized
 - o Add Article Type of Send to FileOnQ
 - o Transmit Offense Report to server.
- This will trigger SmartCOP to send the following data elements to a staging table for FileOnQ to consume: (NOTE: Each property item will be its own row in the table)
 - o Case / Offense Number
 - o Offense Description
 - o Date of Offense
 - o Location
 - o Street Number Street Direction Street Name Apt/Lot/Bldg. City State Zip
 - o Suspect 1 Information

Last Name	First Name	Middle Name
Race	Gender	DOB

- o Suspect 2 Information

Last Name	First Name	Middle Name
Race	Gender	DOB

- Additional Suspects

Last Name, First Name Middle Name

- Submitted By (Reporting Officer: Last Name, First Name)
- Officer will open FileOnQ and will import the data elements listed above though some method that FileOnQ will develop.
- After officer completes the necessary information in FileOnQ, FileOnQ will send the following data elements to a specified table that SmartCOP will consume into the Offense Report Property. (NOTE: Each property item will be its own row in the table)

Barcode	Item #	Item Type	Drug Type
Qty.	Wt. Measure	Description	Mfg.
Model	Gun Type	Caliber	Finish
Serial #	Oan	Brand	Model

- When an officer recovers property, they will supplement the Offense report in SmartCOP and fill out the necessary information to capture UCR data.
 - Recovered Date
 - Recovered Value
- After the officer enters this information into the Offense Report and transmits to the server, SmartCOP will send an update to a separate staging table for FileOnQ to consume the new data. Barcode and Item # will be included so FileOnQ will know what record to update with the new information.

NOTE: This interface is **strictly** for Offense Property. There will be additional cost to develop an interface with Mobile Forms Incident Report.

Exclusions: Please note that this Change Order is ONLY for the work described above. All other work other than explicitly specified above, is excluded from this Change Order.

Cost Implications

Item	Effort	Cost
Develop two-way interface with FileOnQ	48 hours x \$190.00	\$9,120.00
Maintenance		\$1,824.00
TOTAL:		\$10,944.00

Terms	
Due on Receipt of Invoice after execution of Change Order	\$10,944.00
Signature – 100%	

By signing this SOW Modification Acceptance Signature Page, it is agreed that both parties have read and reviewed the changes requested and both parties agree to these changes to the original Statement of Work.

Signed this _____ day of _____, 2018

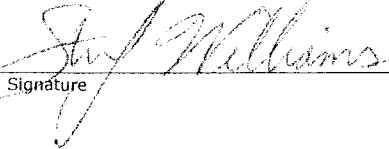
Steven J Williams

Full name

SmartCOP

Vice President, Operations

Title

 11/16/18

Signature

Date

Agency Representative Full name

Agency Representative Title

Signature

Date

Ulysses Hill

Full name

SmartCOP

Director, Support Services

Title

 11/16/18

Signature

Date

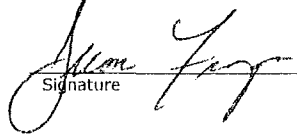
Juan Fraga

Full name

SmartCOP

Director, Professional Services

Title

 11/16/18

Signature

Date



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 10.

File ID: 19-0526

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 05/02/2019

Short Title: SmartCop 2nd Amendment

Final Action: 05/15/2019

Title: MOTION TO APPROVE THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND SMARTCOP, INC (D.B.A CONSOLIDATED TECHNOLOGY SOLUTIONS AND CTS AMERICA) FOR PURCHASE OF ADDITIONAL SMARTCOP SERVICES IN THE AMOUNT OF \$10,944.00.

***Agenda Date:** 05/15/2019

Agenda Number: 10.

Internal Notes:

Attachments: 1. PPPD Second Amendment Signed SC 040219, 2. SmartCop Quote 5.1.19

1 City Commission 05/15/2019 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Commissioner Castillo, Vice Mayor Schwartz,
Commissioner Siple, and Commissioner Good Jr.

Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

1. On April 17, 2013, the City Commission approved to enter into an agreement with SmartCop, Inc. (d/b/a Consolidated Technology Solutions and CTS America) for an initial one (1) year period following the installation and acceptance of the equipment and software products.
2. This agreement provides the Police Department with an Automatic Records Management System and a Mobile Computing System.
3. Pursuant to Section 3.2 of the Original Agreement, the agreement may be renewed for five (5) additional one (1) year terms in accordance with Section 2.0 of Exhibit C - Software Warranty, Maintenance and Support Agreement stating, "Licensee can extend Licensor's maintenance and support services on an annual basis after the initial twelve month period, for a

period of up to five years, by paying an agreed upon annual fee.

4. The City has continuously paid invoices from SmartCop, Inc. up until January 1, 2018, which allows for the term of the agreement to extend until July 1, 2019.

5. The first amendment to the SmartCop Original Agreement was approved by City Commission on September 12th, 2018, which added two (2) additional SmartMCT Client Licenses and the Purpose/Implementation of 250 ESRI Mobile Licenses.

6. The Police Department would like to amend the SmartCop Original Agreement a second time to include additional services for development of an interface to facilitate integration (send and receive Evidence/Property data) with the police department's FileOnQ digital evidence management solution, along with amending to allow for continued maintenance and support services to be provided by SmartCop on an annual basis, and to include provisions required by statutory amendments since the parties entered into the Original Agreement. The additional services are outlined in the Appendix A: SOW Modification Worksheet, attached in the Second Amendment to the Agreement.

7. Total cost for additional services: \$10,944.00; consisting of FileOnQ integration (\$9,120.00) + Year 1 maintenance (\$1,824.00).

- c) **Source of funding for difference, if not fully budgeted.** Not applicable
- d) **5-year projection of the operational cost of the project**
- e) **Detail of additional staff requirements.** Not applicable.

Item has been reviewed by the Commission Auditor and approved for the Agenda.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$10,944.00 total; additional services to be performed plus maintenance
- b) **Amount budgeted for this item in Account No:** 1-521-3001--64051 Computer Programs
- c) **Source of funding for difference, if not fully budgeted:** Not applicable
- d) **5 year projection of the operational cost of the project**

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures		\$10,944.00	\$0	\$0	\$0
Net Cost	\$10,944.00	\$0	\$0	\$0	\$0

- e) **Detail of additional staff requirements:** Not applicable.




Estimate

Date	Estimate #
5/1/2019	10-16-2268

Name / Address
City of Pembroke Pines Police Dept. Attn: Mike Barney 9500 Pines Blvd. Pembroke Pines, FL 33024

			Project
Description	Qty	Rate	Total
Two way SmartCOP/FileOnQ Evidence/Property Interface (48 hrs of development at \$190/hr)	1	9,120.00	9,120.00
Year 1 Maintenance	1	1,824.00	1,824.00
NOTE #1: Note: \$1,824 maintenance to be added on yearly maintenance plan.			
NOTE #2: Change Order will be created that outlines the exact parameters and expectations of the interface.			
NOTE #3: Quote valid through 5/31/19			
		Total	\$10,944.00
Physical Address: 180 North Palafox Street Pensacola, FL 32502 P. 850-429-0082 F. 850-429-0522			

ACORD ™		CERTIFICATE OF LIABILITY INSURANCE			REVISED	DATE (MM/DD/YY) 03/27/2019
PRODUCER WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY 100 KING STREET WEST, SUITE 4700 TORONTO, ON M5X 1E4 CANADA		Serial # 196422		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED CONSTELLATION SOFTWARE INC. AND SMARTCOP, INC. 9165 ROE STREET PENSACOLA, FL 32514		INSURERS AFFORDING COVERAGE			NAIC#	
		INSURER A: FEDERAL INSURANCE COMPANY			20281	
		INSURER B: CHUBB INSURANCE COMPANY OF CANADA				
		INSURER C:				
		INSURER D:				
INSURER E:						
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADD'L NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	99504839	09/27/2018	09/27/2019	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 25,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
A		AUTOMOBILE LIABILITY	73600397	09/27/2018	09/27/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		<input type="checkbox"/> ALL AUTOS OWNED AND/OR LEASED TO THE NAMED INSURED				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
A		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	7176-4342	09/27/2018	09/27/2019	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$ 1,000,000
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				EL EACH ACCIDENT \$ 1,000,000
						EL DISEASE - EA EMPLOYEE \$ 1,000,000
						EL DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER	99504839	09/27/2018	09/27/2019	\$ 5,000,000 PER CLAIM & IN THE AGGREGATE
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						
RE: RFP						
THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, US WORKER'S COMPENSATION & EMPLOYER'S LIABILITY POLICY AND PROFESSIONAL LIABILITY AND TECHNOLOGY E&O POLICY HAVE BEEN PLACED BY WILLIS OF ILLINOIS, INC./GAB. WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.						
CERTIFICATE HOLDER				CANCELLATION		
City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
				AUTHORIZED REPRESENTATIVE  SF		



**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SMARTCOP, INC. (d/b/a CONSOLIDATED TECHNOLOGY SOLUTIONS AND CTS
AMERICA)**

THIS AGREEMENT, dated this 12th day of September 2018, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

SMARTCOP, INC. (d/b/a CONSOLIDATED TECHNOLOGY SOLUTIONS AND CTS AMERICA) a Company authorized to do business in the State of Florida, with a business address of **9165 Roe Street, Pensacola, FL 32514**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to RFP #IT-12-02, on **June 24, 2013**, the CITY and CONTRACTOR entered into the Original Agreement for **Public Safety (Police) Automatic Records Management and Mobile Computing System** for an initial **one (1) year period**, which expired on **June 30, 2014**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement on an annual basis after the initial twelve month period, for a period of up to five years, by paying an agreed upon annual fee; and,

WHEREAS, the CITY has continuously paid invoices from CONTRACTOR up until January 1, 2018, which allows for the term of the agreement to extend until July 1, 2019; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties desire to Amend **Article 2 – Services and Responsibilities** of the Original Agreement, to include two (2) additional SmartMCT Client Licenses and the Purchase/Implementation of 250 ESRI Mobile Licenses.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:



SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Article 18, entitled "Miscellaneous", is hereby amended by the addition of Section 18.17 and Section 18.18, as follows:

18.17 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

18.17.1 Keep and maintain public records required by the CITY to perform the service;

18.17.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

18.17.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CITY; and

18.17.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfer all public records to the CITY upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

18.18 The failure of Contractor to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.



IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

SECTION 3. ARTICLE 2 – Services and Responsibilities, of the Original Agreement is hereby amended to include the following:

SECTION 2.8 CONTRACTOR hereby agrees to provide the CITY's Police Department with two (2) additional SmartMCT Client Licenses and the Purchase/Implementation of 250 ESRI Mobile Licenses, as set forth in "**Exhibit E**" and "**Exhibit F**" "**SOW Modification Worksheet**," upon execution of this First Amendment.

SECTION 4. ARTICLE 4 – Compensation and Method of Payment, of the Original Agreement is hereby amended to include the following:

SECTION 4.5 The CITY hereby agrees to compensate CONTRACTOR the amount of **ONE HUNDRED EIGHTY TWO THOUSAND THREE HUNDRED SIXTY FIVE DOLLARS AND FORTY EIGHT CENTS (\$182,365.48)** which is comprised of the Original Annual Financing Amount of **ONE HUNDRED EIGHTEEN THOUSAND SIXTY FIVE DOLLARS AND FORTY EIGHT CENTS (\$118,065.48)** plus the Purchase/Implementation of 250 ESRI Mobile Licenses, as set forth in "**Exhibit F**", and a cost of **SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500)** plus two (2) additional Mobile License's, as set forth in "**Exhibit E**", for a cost of **ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800)**.

SECTION 4.6 The maintenance fee for the current period is **SEVENTY EIGHT THOUSAND ONE HUNDRED THIRTY NINE DOLLARS AND EIGHTY EIGHT CENTS (\$78,139.88)**, which is comprised of the annual maintenance fee of **SEVENTY SEVEN THOUSAND SEVEN HUNDRED SEVENTY NINE DOLLARS AND EIGHTY EIGHT CENTS (\$77,779.88)** plus the annual maintenance fee of two (2) additional mobile licenses of **THREE HUNDRED AND SIXTY DOLLARS (\$360)**, as set forth in "**Exhibit E**". Starting **January 1, 2019**, the aforementioned annual maintenance fee will increase by **THREE PERCENT (3%)**. In addition, the CITY is to pay the CONTRACTOR



TWELVE THOUSAND FIVE HUNDRED DOLLAR (\$12,500) maintenance fee for the ESRI Mobile Licenses, as set forth in **"Exhibit F"**.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

CITY OF PEMBROKE PINES

MARLENE D. GRAHAM,
CITY CLERK

9/12/18

BY:

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

WITNESSES

SMARTCOP, INC. (d/b/a CONSOLIDATED
TECHNOLOGY SOLUTIONS AND CTS
AMERICA)

Joshua Dannelley
Print Name

BY:

Print Name:

Steven Williams

Title:

Vice President Operations

Print Name

STATE OF

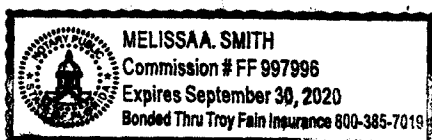
Florida

COUNTY OF

Escambia

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Steven J. Williams as VP Operations of **SMARTCOP, INC. (d/b/a CONSOLIDATED TECHNOLOGY SOLUTIONS AND CTS AMERICA)**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **SMARTCOP, INC. (d/b/a CONSOLIDATED TECHNOLOGY SOLUTIONS AND CTS AMERICA)**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 14 day of August, 2018.

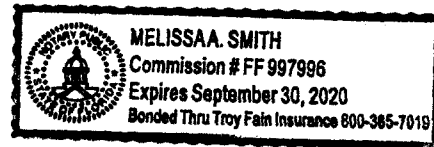




City of Pembroke Pines

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



LINE A/30124
7/16/64 11:40 AM
11/16/64 11:40 AM
11/16/64 11:40 AM



Appendix A: SOW Modification Worksheet

Agency: **Pembroke Pines Police Department**

Project Name: **ESRI Mobile Deployment**

Description of Desired Change to Original SOW		
Description of Change	Cost Implication of Change	Changes in Timeline and Milestones
Purchase / Implementation of 250 ESRI Mobile Licenses	\$62,500.00	TBD

Explanation of Work to be Performed

Pembroke Pines is replacing their mapping solution from MapPoint to the ESRI Runtime mapping solution provide by SmartCOP. Below outlines the responsibilities on each party for deployment.

Pembroke Pines responsibilities:

- Provide ESRI Map Files for deployment
- Deploy maps to machines once map packages are created

SmartCOP responsibilities:

- Provide ESRI Licenses for 250 MCT's
- Create map package for SmartCOP Mobile applications

Exclusions: Please note this Change Order is **ONLY** for the work described above. All work other than explicitly specified above, is excluded from this Change Order.

Cost Implications

Terms	
Due on Change Order Signature – 100%	\$62,500.00

Note: There is annual maintenance increase of \$12,500.00 to be added to on the maintenance cycle due in January.

By signing this SOW Modification Acceptance Signature Page, it is agreed that both parties have read and reviewed the changes requested and both parties agree to these changes to the original Statement of Work.

Signed this 12th day of September, 2018

Steven J. Williams

Full name

SmartCOP

Vice President, Operations

Title



Signature

8/13/18

Date

 9/12/18

Agency Representative Full name

City Manager

Agency Representative Title

Charles F. Dodge

Signature

Date

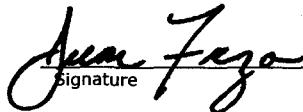
Juan Fraga

Full name

SmartCOP

Director, Professional Services

Title



Signature

8/13/18

Date

Appendix A: SOW Modification Worksheet

Agency: **Pembroke Pines Police Department**

Project Name: **Additional Mobile Licenses**

Description of Desired Change to Original SOW		
Description of Change	Cost Implication of Change	Changes in Timeline and Milestones
2 Additional Mobile License's	\$1,800.00	TBD
Annual Maintenance	\$360.00	Due upon invoice and included in annual maintenance

Explanation of Work to be Performed

Pembroke Pines has purchased the following:

- SmartMCT Client License
- Mobile Forms Client License

Annual maintenance is due up upon installation and to be included in the annual maintenance cycle.

Exclusions: Please note this Change Order is **ONLY** for the work described above. All work other than explicitly specified above, is excluded from this Change Order.

Cost Implications

Terms	
Due on Change Order Signature – 100%	\$2,160.00

By signing this SOW Modification Acceptance Signature Page, it is agreed that both parties have read and reviewed the changes requested and both parties agree to these changes to the original Statement of Work.

Signed this 12th day of September, 2018

Steven J. Williams

Full name

SmartCOP

Vice President, Operations

Title

Steven J. Williams 8/13/18

Signature

Date

Charles F. Dodge

Agency Representative Full name

Charles F. Dodge

Agency Representative Title

City Manager

Signature

Date

Juan Fraga

Full name

SmartCOP


Director, Professional Services

Title

Juan Fraga 8/13/18

Signature

Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YY) 02/07/2018	
PRODUCER WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY 100 KING STREET WEST, SUITE 4700 TORONTO, ON M5X 1E4 CANADA			Serial # 180431		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED CONSTELLATION SOFTWARE INC. AND SMARTCOP, INC. 180 N. PALAFOX ST. PENSACOLA, FL 32502			INSURERS AFFORDING COVERAGE			NAIC#	
			INSURER A: FEDERAL INSURANCE COMPANY				
			INSURER B: CHUBB INSURANCE COMPANY				
			INSURER C: TRAVELERS PROPERTY CASUALTY CO.				
			INSURER D:				
INSURER E:							
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	99504839	09/27/2017	09/27/2018	EACH OCCURRENCE	\$ 1,000,000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 25,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 10,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				TENANTS LEGAL LIABILITY	1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	X	AUTOMOBILE LIABILITY	73600397	10/27/2017	09/27/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO				BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		ALL AUTOS OWNED AND/OR LEASED TO THE NAMED INSURED					
B	X	GARAGE LIABILITY	78183369	09/27/2017	09/27/2018	AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
							\$
B	X	EXCESS/UMBRELLA LIABILITY	78183369	09/27/2017	09/27/2018	EACH OCCURRENCE	\$ 4,000,000
		OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 4,000,000
		DEDUCTIBLE					\$
		RETENTION \$					\$
C	X	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	HJ-UB-9J7866-81	09/27/2017	09/27/2018	WC STATU-TORY LIMITS	\$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				EL EACH ACCIDENT	\$ 1,000,000
						EL DISEASE - EA EMPLOYEE	\$ 1,000,000
						EL DISEASE - POLICY LIMIT	\$ 1,000,000
A	X	OTHER	99504839	09/27/2017	09/27/2018	\$ 5,000,000 PER CLAIM & IN THE AGGREGATE	
		PROFESSIONAL LIABILITY AND TECHNOLOGY E&O					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS EVIDENCE OF INSURANCE. The certificate holder is named as additionally insured with regard to general liability.							
CERTIFICATE HOLDER				CANCELLATION			
City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
				AUTHORIZED REPRESENTATIVE  <div style="float: right;">SH</div>			

Attachment _____

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Steven Williams VP Ops, on behalf of Smart COP,
Print Name and Title Company Name

certify that Smart COP does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

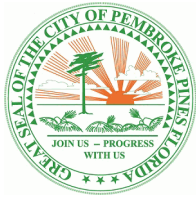
Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Smart COP
COMPANY NAME
Steven J. Williams
SIGNATURE
Steven J. Williams
PRINT NAME
Vice President Operations
TITLE

Must be executed and returned with attached proposal to be considered.



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number:

File ID: 18-1024

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/23/2018

Short Title: Contract Database Report

Final Action: 09/04/2018

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEM LISTED ON THE CONTRACT DATABASE REPORT:

- (A) CALVIN, GIORDANO & ASSOCIATES, INC. (CGA) - BUILDING DEPARTMENT SERVICES
- (B) ADVANCED DATA SOLUTIONS, INC. - BACK SCANNING AND MEDIA CONVERSION PROJECT
- (C) FLORIDA POWER & LIGHT (FPL) - EHEAP PAYMENT AGREEMENT
- (D) SMARTCOP, INC. (D/B/A CONSOLIDATED TECHNOLOGY SOLUTIONS AND CTS AMERICA) - PUBLIC SAFETY (POLICE) AUTOMATIC RECORDS MANAGEMENT AND MOBILE COMPUTING SYSTEM

***Agenda Date:** 09/04/2018

Agenda Number:

Internal Notes:

Attachments: 1. Contract Database Report - September 2018, 2. Calvin, Giordano & Associates, Inc - Building Department Services (ALL BACKUP), 3. Advanced Data Solutions, Inc. - Back Scanning & Media Conversion Project Agreement (AD-15-03) (all back up), 4. Florida Power & Light Company (FPL) - EHEAP Payment Agreement (ALL BACKUP), 5. SmartCOP, Inc., (dba CTS America) - Records Management System - (NOT FULLY EXECUTED)

1 City Commission 09/04/2018 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Notes: Item 8 Section (A) - Commissioner Schwartz spoke to rep from CGA.

CM would have to go back and research. Were these before commission for renewal.

Castillo asked if CM or CA was aware of these questions not previously reviewed. please ask staff in advance of meeting, CA will issue a memo to clarify. this way commission would be more prepared. Give staff notice.

MAYOR WANTS TO

CM said on the item on the agenda refers to 180 days.

Schwartz wants to go out to bid this should to go out to bid there are ciies in broward.

Siple made a point of order - this is not the item presented tonight. Schwartz will have to come back to make a motion.

Schwartz asked about financial arrangements

CM responded.

Schwartz said he had proble

Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz,
Commissioner Siple, and Vice Mayor Good Jr.

Nay: - 0

1 City Commission 09/04/2018 approve Pass

Action Text: A motion was made by Commissioner Schwartz, seconded by Commissioner Siple, to approve. The motion carried by the following vote:

Notes:

Aye: - 3 Mayor Ortis, Commissioner Castillo, and Commissioner Siple

Nay: - 1 Commissioner Schwartz

Absent: - 1 Vice Mayor Good Jr.

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEM LISTED ON THE CONTRACT DATABASE REPORT:

- (A) CALVIN, GIORDANO & ASSOCIATES, INC. (CGA) - BUILDING DEPARTMENT SERVICES
- (B) ADVANCED DATA SOLUTIONS, INC. - BACK SCANNING AND MEDIA CONVERSION PROJECT
- (C) FLORIDA POWER & LIGHT (FPL) - EHEAP PAYMENT AGREEMENT
- (D) SMARTCOP, INC. (D/B/A CONSOLIDATED TECHNOLOGY SOLUTIONS AND CTS AMERICA) - PUBLIC SAFETY (POLICE) AUTOMATIC RECORDS MANAGEMENT AND MOBILE COMPUTING SYSTEM

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the September 2018 Contract Database Report.

(A) Calvin, Giordano & Associates, Inc. (CGA) - Building Department Services

1. On June 17, 2009, the City Commission approved to enter into a Professional Building Department Services Agreement with Calvin, Giordano & Associates, Inc. for a five (5) year period commencing July 1, 2009, and expiring June 30, 2014.
2. The City of Pembroke Pines Public Services Department utilizes Calvin, Giordano & Associates, Inc. (CGA) to provide Professional Building Department Services.
3. Pursuant to Section 3.2 - Renewal, of the Original Agreement, this agreement shall be renewed at the expiration of the initial term and annually thereafter unless notice of intent not to renew.
4. To date, the agreement has had six (6) amendments, including five (5) renewals extending the term of the agreement to June 30, 2019.
5. The Public Services Department has recommended to renew the agreement for an additional one (1) year term, commencing July 1, 2019, and expiring June 30, 2020.

(B) Advanced Data Solutions, Inc. - Back Scanning & Media Conversion Project

1. On December 14, 2016, the City Commission approved to enter into a Back Scanning & Media Conversion Project Agreement for a two (2) year period commencing January 1, 2017,

and expiring December 31, 2018.

2. This Agreement provides services for document scanning and media conversion for the Office of the City Clerk Records Custodian.
3. Pursuant to Section 3.2 of the Original Agreement, this agreement may be renewed for two (2) additional two (2) year terms upon mutual consent, evidenced by a written Amendment.
4. The City Clerk Department has recommended to renew the agreement for an additional two (2) year term, commencing January 1, 2019 and ending December 31, 2020.

(C) Florida Power & Light (FPL) - EHEAP Payment Agreement

1. On August 3, 2016, the City Commission approved to enter into an agreement with Florida Power & Light Company for the period of October 1, 2016 to September 30, 2018.
2. The Payment Agreement with Florida Power & Light Company is a requirement under the Emergency Home Energy Assistance Program Agreement (EHEAP). Funds for the (EHEAP) Program are received from the Department of Elder Affairs (DOEA) through the Areawide Council on Aging of Broward County, Inc.
3. Pursuant to Section 1 of the agreement, the agreement will be reviewed/renewed no later than September 30, 2018. (Must be at least every two years).
4. The Community Services Department recommends that the City renew this agreement for an additional two (2) year term commencing October 1, 2018, and expiring September 30, 2020.

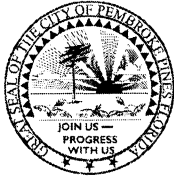
(D) SmartCop, Inc. (d/b/a Consolidated Technology Solutions and CTS America) - Public Safety (Police) Automatic Records Management and Mobile Computing System

1. On April 17, 2013, the City Commission approved to enter into an agreement with SmartCop, Inc. (d/b/a Consolidated Technology Solutions and CTS America) for an initial one (1) year period following the installation and acceptance of the equipment and software products.
2. This agreement provides the Police Department with an Automatic Records Management System and a Mobile Computing System.
3. Pursuant to Section 3.2 of the Original Agreement, the agreement may be renewed for five (5) additional one (1) year terms in accordance with Section 2.0 of Exhibit C - Software Warranty, Maintenance and Support Agreement stating, "Licensee can extend Licensors maintenance and support services on an annual basis after the initial twelve month period, for a period of up to five years, by paying an agreed upon annual fee.

4. The City has continuously paid invoices from SmartCop, Inc. up until January 1, 2018, which allows for the term of the agreement to extend until July 1, 2019.
5. The Police Department would like to amend the Original Agreement to include two (2) additional SmartMCT Client Licenses and the Purchase/Implementation of 250 ESRI Mobile Licenses.
6. The Police Department is replacing their mapping solution from MapPoint to SmartCop with the Purchase/Implementation of 250 ESRI Mobile Licenses at an additional cost of \$62,500. Every January thereafter, an annual maintenance fee of \$12,500 will occur.
7. The two (2) additional Mobile Licenses cost an additional \$2,160 due on acceptance. Every year thereafter, an annual maintenance fee of \$360 will occur.
8. The Police Department recommends that the City amend the Original Agreement to include the Purchase/Implementation of 250 ESRI Mobile Licenses and 2 additional SmartMCT Client Licenses.

FINANCIAL IMPACT DETAIL:

Please see the attached Contract Database Report for the amount of revenues and/or expenditures for each specific agreement.



City of Pembroke Pines, FL

Agenda Request Form

10100 Pines Blvd.
Pembroke Pines, Florida
33026
www.ppines.com

Agenda Number: 10.

File Number: 13-2382

File Type: Agreements/Contracts

Status: Passed

Version: 0

Reference:

Controlling Body: City Commission

Requester: Purchasing Manager

Initial Cost:

Introduced: 01/23/2013

File Name: Award IT-12-02 Police Department Records
Management System

Final Action: 04/17/2013

Title: MOTION TO APPROVE THE EVALUATION COMMITTEE'S RECOMMENDATION TO AWARD RFP # IT-12-02 "PUBLIC SAFETY (POLICE) AUTOMATIC RECORDS MANAGEMENT AND MOBILE COMPUTING SYSTEM" TO CTS AMERICA FOR A TOTAL COST OF \$590,327, COMPOSED OF SIXTY MONTHLY PAYMENTS OF \$9,839, ALONG WITH MAINTENANCE COSTS OF \$73,315 WHICH STARTS IN YEAR TWO AND INCREASES ANNUALLY.

Notes:

Attachments: 1. IT-12-02 Public Safety (Police) Automatic Records Management and Mobile Computing System
2. Bid Tabulation
3. Proposal Form - CTS America

Agenda Date: 04/17/2013

Agenda Number: 10.

Enactment Date:

Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	04/17/2013	approve				Pass
			Aye: 5	Mayor Ortis, Vice Mayor Castillo, Commissioner Schwartz, Commissioner Shechter and Commissioner Siple			
			Nay: 0				

SUMMARY EXPLANATION AND BACKGROUND:

1. The Pembroke Pines Police Department has utilized the VisionAir Report Management and Field Reporting software for approximately 15 years. The cost for the Software Support and Maintenance for the 2011-12 fiscal year was \$126,943.40.

2. Increasingly, the Police Department has found that the VisionAir software suite no longer meets its needs, nor does it conform to the established work flow patterns currently employed by the Department.

3. After conducting several on-site visits with other agencies that utilize different vendors, it was found that there were software packages that would allow the Police Department to better control the flow of data, increase information available to Officers and Detectives in the field, thereby increasing effectiveness and productivity.

4. In lieu of renewing the annual maintenance agreement with VisionAir, the Police Department decided that it was necessary to issue a solicitation based on their present needs, with an eye to the future for integration with the new Computer Aided Dispatch System (CAD) that will be going on-line in the near future. It is very important to establish synchronicity between these two programs so that the maximum productivity could be achieved with minimum interruption in services. It was equally important to integrate a new Records Management System that allowed easier access and control of data and reduced the necessity of software support at the lowest possible cost to the City.

5. On August 15, 2012, the City Commission authorized the advertisement of RFP # IT-12-02 "Public Safety (Police) Automatic Records Management and Mobile Computing System", which was advertised on August 21, 2012.

6. On October 30, 2012, three bids were opened, the proposed prices for the purchase and financing options along with the maintenance costs are listed below:

	SunGuard		New World
Description	Public Sector	CTS America	Systems
Purchase Option:	\$1,026,008.60	\$ 590,327.00	\$ 1,418,583.00
Additional Costs	\$ 0.00	\$ 0.00	\$ 45,000.00
Total Cost	\$1,026,008.60	\$ 590,327.00	\$ 1,463,583.00
Financing Option:			
Principal	\$1,026,008.60	\$ 590,327.00	Not Applicable
Interest Rate	3.15%	0%	Not Applicable
Monthly Payment	\$ 18,504.50	\$ 9,839.00	Not Applicable
Number of Months	60	60	Not Applicable
Total Monthly Payments	\$1,110,270.00	\$ 590,340.00	Not Applicable
Maintenance Costs:			
Year 2	\$ 128,520.00	\$ 73,315.00	\$ 280,800.00
Year 3	\$ 128,520.00	\$ 75,514.00	\$ 290,800.00
Year 4	\$ 128,520.00	\$ 77,779.00	\$ 300,800.00
Year 5	\$ 128,520.00	\$ 80,113.00	\$ 310,800.00
Year 6	\$ 128,520.00	\$ 82,516.00	\$ 321,800.00
Total Maintenance Cost	\$ 642,600.00	\$ 389,237.00	\$ 1,505,000.00
Total 6 Year Cost:			
Purchase & Maint.:	\$1,668,608.60	\$ 979,564.00	\$ 2,968,583.00
Finance & Maint.:	\$1,752,870.00	\$ 979,577.00	Not Applicable

7. On December 12, 2012, the City convened an Evaluation Committee to review the three proposals. The Committee discussed the three proposals that were submitted and

determined that the presentations from the vendors should include a line server environment presentation, so that the Committee could evaluate the full functionality of the proposed system.

8. On January 22, 2013, the Evaluation Committee re-convened to listen to the presentations and to engage in a question and answer session with each of the vendors. The Evaluation Committee was also tasked with evaluating the proposals according to the criteria that was presented in the RFP package.

9. The Evaluation Committee scored and ranked the vendors which resulted in CTS America being ranked as # 1. The Evaluation Committee unanimously approved to recommend CTS America to the City Commission for award of RFP # IT-12-02 "Public Safety (Police) Automatic Records Management and Mobile Computing System".

10. Due to budget constraints, Administration has decided to utilize the Financing Option that will allow for 60 equal monthly payments instead of a large up-front cost for the Automatic Records Management and Mobile Computing System.

11. Recommend Commission to approve the Evaluation Committee's recommendation to award RFP # IT-12-02 "Public Safety (Police) Automatic Records Management and Mobile Computing System" to CTS America for a total cost of \$590,340, composed of sixty monthly payments of \$9,839.00, along with maintenance costs that starts in year two at \$73,315.00 and increases annually.

Item has been reviewed by the Commission Auditor and approved for the Agenda.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** \$49,195 (5 months - May - September- at \$9,839 per month)

b) **Amount budgeted for this item in Account No:** None.

c) **Source of funding for difference, if not fully budgeted:** Upon Commission approval, budget adjustments will be made to the appropriate accounts to reflect the financing of this item. Funds are available in account # 1-521-3001-46801 - I.T. Maintenance contracts to make the monthly installments of \$49,195.

d) **5 year projection of the operational cost of the project:**

Financing Costs (60 months at \$9,839 per month):

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$49,195	\$118,068	\$118,068	\$118,068	\$118,068
Net Cost	\$49,195	\$118,068	\$118,068	\$118,068	\$118,068

Annual Maintenance Costs:

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$0	\$73,315	\$75,514	\$77,779	\$80,113
Net Cost	\$0	\$73,315	\$75,514	\$77,779	\$80,113

Total Financing & Maintenance Costs:

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0

Agenda Request Form Continued (13-2382)

Expenditures	\$49,195	\$191,383	\$193,582	\$195,847	\$198,181
Net Cost	\$49,195	\$191,383	\$193,582	\$195,847	\$198,181

e) Detail of additional staff requirements: Not Applicable.

DATE: 10/30/2012

SEALED BID FOR: IT-12-02 Public Safety (Police) Automatic Records Management and Mobile Computing System**COMPANY NAME****AMOUNT**

CTS America

Received

CTS Supplement

Received

New World Systems

Received

Sungard Public Sector

Received

Tritech

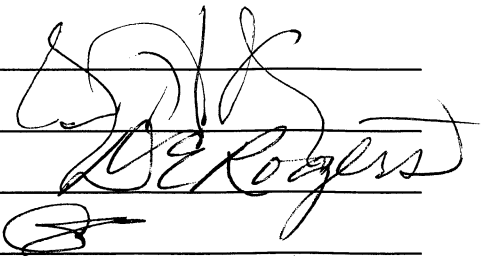
No Bid Letter

PRESENT:

CHARLES F. DODGE, CITY MANAGER

JUDITH A. NEUGENT, CITY CLERK

DEBRA E. ROGERS, DEPUTY CITY CLERK

(Caroline Burgos)
CHRISTINA SORESENSEN, PURCHASING MANAGER

OTHERS:**ORIGINAL BIDS RELEASED TO:**

(Caroline Burgos)

ON

10-30-12

(1) hard copy (1) electronic copy released to

TITLE: 10/30/2012

	A. Purchasing	B. Financing (Principal amount to be financed)	C. Leasing Option (Monthly)
CTS America	\$ 590,327. ⁰⁰	\$ 590,327. ⁰⁰	NOT OFFERED
		12, 24, 36, 48 ^{or 60} / MOS.	NOT OFFERED / MOS.
New World Systems	\$ 1,418,583. ⁰⁰	N/A	Received
		N/A / MOS.	N/A / MOS.
Sungard Public Sector	564,760 ⁶⁰	564,760. ⁶⁰	N/A
		60 / MOS.	N/A / MOS.

Company Name: CTS America**PROPOSAL FORM****RFP #: IT-12-02****DATE: October 9, 2012**

TO: CITY OF PEMBROKE PINES
 10100 PINES BOULEVARD
 PEMBROKE PINES, FL 33026

IN ACCORDANCE WITH THE “**Request for Proposals**” dated **August 21, 2012** titled
 “**Public Safety (Police) Automatic Records Management and Mobile Computing System**”
 attached hereto as a part hereof the undersigned proposes the following:

A. Purchase Option

1) Cost to provide a Public Safety (Police)
 Automatic Records Management and Mobile
 Computing System including all software and
 related services for the setup, customization,
 installation, training, implementation and the initial
 year of maintenance and support of the system, as
 specified in the RFP.

\$ 590,327

2) Additional cost (if any) and explanation of cost.

\$ _____

B. Financing Option

1) Principal amount to be financed (this should
 match the amount stated in the purchase option
 listed above for the cost to provide the system
 including all software and related services for the
 setup, customization, installation, training,
 implementation and the initial year of maintenance
 and support of the system)

\$ 590,327

2) Interest rate

0 %

3) Monthly payment

\$ 49,194 for 12 months
24,597 for 24 months
16,398 for 36 months
9,839 for 60 months

4) Length of the financing

12, 24, 36, 48 or 60 months
 Page 59

No Penalty for early pay-off

1 ½% per month after 30 days

7) Additional cost (if any) and explanation of cost. \$

C. Lease Option

\$ Not offered (see above)

months

%

\$

\$

Company Name: CTS America**D. Additional Information**

1) Cost of annual maintenance and support after the first year of service.

\$ 73,315 for year two

\$ 75,514 for year three

\$ 77,779 for year four

\$ 80,113 for year five

\$ 82,516 for year six

3) These prices are valid for 180 calendar days after the bid has been opened. Please note: This must be greater than or equal to 120 calendar days after the bid opening.

4) Anticipated number of business days that it will take to complete the overall project.

113 business days

CTS Response: The number of business days that it will take to complete the project will be established and agreed upon in the Statement of Work. In our proposed project plan, the estimated number of days is 113 from signing of the contract and the mutually agreed upon Statement of Work. The plan estimates a development time of 30 days for the Motorola interface. This is an estimate until all the specifications are known and agreed upon.



City of Pembroke Pines

Company Name: CTS America**Proposal Checklist**

Is there at least one original and five copies of the proposal submitted within this package? Yes _____ Initial _____

Is there two electronic copies of the proposal submitted within this package? Yes _____ Initial _____

Are completed Attachments A, B, C, D, E, I & J included in this package? Yes _____ Initial _____

Please confirm receipt of addenda:

I received Addendum # 1 Dated 9/27/2012 Initial _____

I received Addendum # 2 Dated 10/2/2012 Initial _____

I received Addendum # _____ Dated _____ Initial _____

Did you receive any additional addenda? If so, please specify: _____

PLEASE PRINT
NAME _____

COMPANY _____

STREET ADDRESS: _____

CITY & STATE: _____

ZIP CODE: _____ TELEPHONE: _____

E-MAIL: _____

SIGNATURE: _____

TITLE: _____



AGREEMENT

THIS IS AN AGREEMENT, dated the 24 day of JUNE, 2013, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 hereinafter referred to as "CITY",

and

SmartCOP, Inc. (d/b/a Consolidated Technology Solutions and CTS America), a company authorized to do business in the State of Florida, with a business address of **180 North Palafox Street, Pensacola, Florida 32502**, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **August 21, 2012**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to **provide the Police Department with an Automatic Records Management System and a Mobile Computing System** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

RFP # IT-12-02

Public Safety (Police) Automatic Records Management and Mobile Computing System

1.2 On **October 30, 2012**, the bids were opened at the offices of the City Clerk.

1.3 On **April 17, 2013**, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.



1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the **Automatic Records Management System and a Mobile Computing System**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Project") in accordance with the Scope of Services outlined in the specifications, "**RFP # IT-12-02**," attached hereto and made a part hereof as **Exhibit "A"**, CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**, and the **Statement of Work**, attached hereto and made part hereof as **Exhibit "D"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the **Automatic Records Management System and a Mobile Computing System**, as more specifically described in **Exhibit D**.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to



the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3

TERM AND TERMINATION

3.1 CONTRACTOR shall perform the maintenance services associated with the Project as identified in **Exhibit "C"** attached hereto and made part hereof, for an initial one (1) year period following installation and acceptance of the equipment and Software Products as outlined in Section 2.0 of the Software Warranty, Maintenance and Support Agreement attached hereto and made a part hereof as **Exhibit "C"**.

3.2 This Agreement may be renewed for five (5) additional one (1) year terms in accordance with Section 2.0 of **Exhibit "C"**.

3.3 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon thirty (30) business days of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.4 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

3.5 *Effect of Termination:* Upon termination of this Agreement, neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations or covenants contained herein that are intended to extend beyond the term of this Agreement, including, without limitation, covenants relating to confidentiality and indemnification. Additionally, if this Agreement is terminated for any reason, CITY shall pay to CONTRACTOR accrued but unpaid compensation through the date of termination in accordance with Schedule I, a copy of which is attached hereto and incorporated herein as **Exhibit "E"**. Such payment shall be in full and complete discharge of any and all liabilities or obligations of CITY to CONTRACTOR under this Agreement, and CONTRACTOR shall be entitled to no further benefits under this Agreement. Any amounts owed to CITY from CONTRACTOR may be offset from this payment.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY hereby agrees to compensate CONTRACTOR **the amount of \$590,327.30** for all services performed by CONTRACTOR pursuant to the provisions of this Agreement, **to be**



made in sixty (60) equal monthly payments of \$9,838.79 beginning the date this Agreement is signed by all parties thereto.

4.2 One year after the date of execution of this agreement, the monthly payment amount will be evaluated and adjusted according to the final contract price for the software product as determined by section 4.0 "Customer Acceptance Criteria" in Exhibit "D" Statement of Work.

4.3 The CITY shall within thirty (30) days, from the date the City's Chief of Police approves the contractual invoice, pay the CONTRACTOR.

4.4 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 5

CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6

INDEMNIFICATION

6.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party caused by the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

6.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

6.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.



6.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 7 **INSURANCE**

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension



thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

7.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:



1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 7.7.2 Waiver of all Rights of Subrogation against the CITY
- 7.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 7.7.4 CONTRACTORS' policies shall be Primary & Non-Contributory
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

7.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

8.1 During the performance of the Agreement, neither CONTRACTOR nor its



subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9

INDEPENDENT CONTRACTOR

9.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10

UNCONTROLLABLE FORCES

10.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental



actions.

10.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 11

AGREEMENT SUBJECT TO FUNDING

11.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 12

VENUE

12.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 13

SIGNATORY AUTHORITY

13.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 14

MERGER; AMENDMENT

14.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 15

DEFAULT OF CONTRACT & REMEDIES

15.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this



Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

15.2 Default of Contract. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

15.2.1. The abandonment of the Agreement by CONTRACTOR for a period of more than seven (7) business days.

15.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Chief of Police relative thereto.

15.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

15.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

15.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

15.3 Remedies in Default. In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.



15.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR has the CONTRACTOR continued to perform the services under the Agreement.

15.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

15.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

ARTICLE 16 **BANKRUPTCY**

16.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 17 **DISPUTE RESOLUTION**

17.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

17.2 Operations During Dispute.

17.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement regardless of such dispute.

17.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in



dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

17.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 18

MISCELLANEOUS

18.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

18.2 **Software Licensing.** CONTRACTOR is not granting the CITY, either directly or by implication, any right, title or interest in CONTRACTOR's software products, applications, software, code and/or systems. CITY is acquiring the perpetual right to utilize the run-time version of CONTRACTOR'S software products (including the incorporated third party software) that are current as of the time of the termination of the contract between CONTRACTOR and CITY. CITY agrees not to disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, or derive code from any of CONTRACTOR's software products, applications, software, code and/or systems, or permit or encourage any third party to do so. Under no event shall CITY transfer, assign and/or sell the run-time version, the object code or the source code of CONTRACTOR's software products, applications, software, code and/or systems to any person or entity.

18.3 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

18.4 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

18.5 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of



ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

18.6 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

18.7 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY	Charles F. Dodge, City Manager City of Pembroke Pines 10100 Pines Boulevard Pembroke Pines, Florida 33025 Telephone No. (954) 431-4884 Facsimile No. (954) 437-1149
Copy To:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4900 Facsimile No. (954) 771-4923
Contractor	SmartCOP, Inc. (d/b/a Consolidated Technology Solutions and CTS America) 180 North Palafox Street, Pensacola, Florida 32502 Telephone No. (850) 429-0082 Facsimile No. (850) 429-0522

18.8 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the



party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

18.9 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

18.10 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

18.11 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

18.12 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

18.13 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

18.14 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

18.15 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

18.16 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY

6/27/13
JUDITH A. NEUGENT,
CITY CLERK

BY:

Charles F. Dodge
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM.

[Signature]
OFFICE OF THE CITY ATTORNEY

Witnesses:

CONTRACTOR

SmartCOP, Inc.
(d/b/a Consolidated Technology Solutions
and CTS America)

BY:

James E Benson
Print Name: James E Benson
Title: Chief Operating Officer

Print Name

Print Name

STATE OF

Florida

COUNTY OF

Escambia ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared James Benson as COO of SmartCOP, Inc. (d/b/a Consolidated Technology Solutions and CTS America), a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of SmartCOP, Inc. (d/b/a Consolidated Technology Solutions and CTS America) for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 4 day of June, 2013



MELISSA A. SMITH
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE639196
Expires 9/30/2016

Melissa A. Smith
NOTARY PUBLIC

Melissa A. Smith
(Name of Notary Typed, Printed or Stamped)





City of Pembroke Pines



Frank C. Ortis, Mayor
Carl Shechter, Vice-Mayor
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Jay Schwartz, Commissioner
Iris A. Siple, Commissioner

August 21, 2012

RFP # IT-12-02

REQUEST FOR PROPOSAL

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

"RFP # IT-12-02

Public Safety (Police) Automatic Records Management and Mobile Computing System"

There will be a **MANDATORY PRE-BID** meeting on **September 11, 2012 at 10:00 AM** at the **City Hall Commission Chambers** located at **10100 Pines Boulevard, Pembroke Pines, FL 33026**. Please arrive early as no one will be allowed in after **10:00 AM**. Only the bidders that attend this mandatory meeting will be able to submit a proposal for this project.

Specifications may be obtained from the City of Pembroke Pines website at the following link:
<http://www.ppines.com/bids/bidsnew.html>

If you have any problems downloading the specifications, please contact the Purchasing Office located at 13975 Pembroke Road, Pembroke Pines, Florida 33027, (954) 704-1259 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday.

Proposals will be accepted until 2:00 p.m., Tuesday, October 9, 2012, in the Office of the City Clerk, Administration Building, 10100 Pines Boulevard, Pembroke Pines, Florida, 33026, to be opened at **2:30 p.m.**

Envelopes must be sealed and plainly marked:

"RFP # IT-12-02

Public Safety (Police) Automatic Records Management and Mobile Computing System"

The City Commission of the City of Pembroke Pines reserves the right to reject any and all proposals; to waive any and all informalities or irregularities, and to reject all or any part of any proposal as they may deem to be in the best interest of the citizens of the City of Pembroke Pines.

CITY OF PEMBROKE PINES

Judith A. Neugent
City Clerk



August 21, 2012

RFP # IT-12-02

Public Safety (Police) Automatic Records Management and Mobile Computing System

STATEMENT OF PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms to provide the Police Department with an Automatic Records Management System and a Mobile Computing System, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

MANDATORY PRE-BID MEETING

There will be a **MANDATORY PRE-BID** meeting on **September 11, 2012 at 10:00 AM** at the **City Hall Commission Chambers** located at **10100 Pines Boulevard, Pembroke Pines, FL 33026**. **Please arrive early as no one will be allowed in after 10:00 AM.** Only the bidders that attend this mandatory meeting will be able to submit a proposal for this project.

SPECIFICATIONS

The detailed specifications, requirements and services to be provided are stated in the Specification Compliance Form (Attachment J) and attached hereto and made a part hereof.

PROPOSAL PACKAGE

All proposals shall address and be presented as outlined below:

A. TITLE PAGE

List the following:

1. RFP Subject "IT-12-02 Public Safety (Police) Automatic Records Management and Mobile Computing System"
2. Date
3. Name of the Firm
4. Contact Person (including title) authorized to represent your firm
5. Telephone Number
6. Email Address

B. TABLE OF CONTENTS

Include a clear identification of the material included in the proposal by page number.

C. LETTER OF INTEREST

Limit to two (2) pages. Include a positive commitment to perform the required work.

D. FIRM EXPERIENCE



Describe the project team, including sub-consultants, and discuss each person's role and responsibility for the project. Brief resumes should be included for each team member. Project manager should have a minimum of five years experience in executing the requested services.

Vendor must have been in the business of providing Automatic Records Management and Mobile Computing Systems for government/municipal Public Safety/Police Departments or other clients with similar functions and complexity for at least five (5) years.

E. REFERENCES

Proposer should describe completed projects that demonstrate their ability to provide Automatic Records Management and Mobile Computing Systems for government/municipal Public Safety/Police Departments. Please provide a list of a minimum of five projects from at least three different municipalities or contracts which demonstrates the Team's experience in providing the services as required under this RFP and in the scope of services for this project. Please provide the following information for each sample project:

- Client name, address, phone number, and e-mail address. (This representative must be able to verify satisfactory performance of the project.)
- Description of the scope of the work
- Month and Year the project was started and completed
- Total cost and/or fees paid to your firm
- Role of the firm and the responsibilities

F. PROJECT APPROACH

A narrative about the vendor's proposed methods of meeting the desired features and goals for the City of Pembroke Pines' Automatic Records Management and Mobile Computing Systems. Specific examples of methods used should be included, including references to existing and past work by the vendor which exhibits these methods. The vendor may, at their discretion, include links to web sites and/or a CD/DVD with samples. Although the Evaluation Committee may request demonstrations from vendors, it should not be assumed that the Evaluation Committee will see anything beyond the original proposal contents. Proposer should also indicate any subcontracted services needed/required to meet the specifications of the proposal or clearly indicate what portion, if any, of the services are not included in the proposal.

G. PROPOSED TIMELINE

Proposal should include a projected timeline for the project, including a breakdown of proposed design and implementation stages and the City of Pembroke Pines' responsibility at each stage. It is anticipated that the project will take about ten months to complete and proposals should indicate whether this overall goal is feasible.

H. SOFTWARE LICENSING

The proposal should indicate any third party or additional software required for the implementation of the project. Any software or licensing necessary for the implementation



and continued maintenance of the project must be included, along with separate cost amounts if the vendor is proposing to provide the software. All software provided to the City of Pembroke Pines must be perpetually licensed to the City, including any third party components or utilities. If any software is released in the public domain or under any open source licensing agreement, the licensing must be specified in the proposal. All images, assets or content produced or delivered by the vendor must be indemnified as to copyrights and other licensing. All content, source code and intellectual property included in this project will be retained by the City of Pembroke Pines.

I. MAINTENANCE AND SUPPORT

A description of the type of support available and hours available should also be included. The proposal should indicate the ongoing maintenance and support available after the completion of the project. Cost of annual maintenance and support for the first year should be included with the proposal.

J. COST

A detailed breakdown of all costs should be included in the proposal. Training costs should be itemized and broken out by hour, day or other increment and indicate the number of users to be trained. Support and maintenance costs should be itemized and the type and length of support should be indicated. Maintenance and support for the first five years beyond this contract should be quoted as well. Price evaluation of proposals will include evaluation of future and ongoing costs.

K. PROPOSAL FORM

Attached is proposal form (Attachment A) where the vendor will indicate the proposed amounts for completing the work as specified in this agreement. Proposal form shall be signed by the contact person authorized to represent the contractor.

L. SERVICE LEVEL AGREEMENT

Proposers shall be able to produce a Service Level Agreement that includes details on guarantees of customer support, service escalation process, upgrades and the dedicated process for improving the software purchased by the City of Pembroke Pines.

M. STANDARD QUALIFYING DATA, FORMS, AND CERTIFICATIONS

1. City of Pembroke Pines Vendor Information Form and a W-9 (Attachment B).
2. Non-Collusive Affidavit (Attachment C).
3. Sworn Statement on Public Entity Crimes Form (Attachment D).
4. Proposer's Completed Qualification Statement (Attachment E).
5. Local Vendor Preference Certification, if applicable (Attachment F).
6. Proof of Insurance according to the requirements included in this RFP. See attached Sample Insurance Certificate (Attachment G).
7. Mandatory Site Visit Confirmation Form (Attachment I).
8. Specification Compliance Form (Attachment J)

EVALUATION OF PROPOSALS & PROCESS OF SELECTION



1. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
2. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will then evaluate all proposer qualifications, references, and technical submittals as contained in the proposal based on the following criteria:
 - **Experience and Ability (35 points):** The relative ability and experience of all professionals proposed for use on the team in the planning, design and administration of the project, and the abilities and qualifications of the proposed staff as related to the project's specific requirements and their ability to accomplish the project. The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity and project delivery, including projects completed for listed references of similar municipal entities that have more than 100,000 residents.
 - **Project Approach and Proposed Time Line (35 points):** The understanding that the applicant demonstrates as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project. The proposers' approach to the project will be evaluated along with their proposed time line to complete the project.
 - **Cost (25 points):** Price evaluation of proposals will include evaluation of future and ongoing costs for the proposed services; not limited to training costs, software licensing cost, maintenance and support cost.
 - **Local Vendor Preference (5 points):** The preference is used to evaluate the submittals received from proposers are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form.
3. In the event that there are more than three (3) proposers, the Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. Then the Evaluation Committee may schedule a second meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an



overall briefing regarding the manner in which the contractual obligations will be accomplished.

4. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	August 21, 2012
Mandatory Pre-Bid Meeting	10:00 a.m., September 11, 2012
Question Due Date	September 20, 2012
Anticipated Date of Issuance for the Addenda with Questions and Answers	September 26, 2012
Proposals will be accepted until	2:00 p.m., October 9, 2012
Proposals will be opened at	2:30 p.m., October 9, 2012
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to City Commission award	November 7, 2012

SUBMISSION REQUIREMENTS

To respond to the Request for Proposals, applicants shall submit one original, five paper copies and two electronic copies (CDs or USB Drives are acceptable forms of electronic copies) of their sealed submittal, **on or before 2:00 p.m. on October 9, 2012**, to the:

City of Pembroke Pines
Office of the City Clerk
10100 Pines Boulevard
Pembroke Pines, FL 33026

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA E-MAIL.

The submittal must be clearly marked “RFP # IT-12-02 Public Safety (Police) Automatic Records Management and Mobile Computing System”

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 10100 Pines Boulevard, Pembroke Pines, FL 33026.

Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer must be initialed.



Proposals must contain a manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.

Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All Proposals received from Proposers in response to the Request for Proposals will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY.

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Proposer may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Proposer will be disqualified from further bidding on the subject Contract.

To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.



CITY reserves the right to reject the Proposal of any Proposer if CITY believes that it would not be in the best interest of the CITY to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

The Contract shall be awarded by City's Commission to the responsible Proposer whose Proposal is determined to be the most advantageous to CITY, taking into consideration the evaluation factors and criteria set forth in the Evaluation of Proposals.

ADDITIONAL INFORMATION AND INSTRUCTION TO PROPOSERS

Any and all "Additional Information and Instructions to Proposers" as provided below that may vary from the General Conditions shall have precedence.

1. **EXAMINATION OF CONTRACT DOCUMENTS:** Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

2. **INTERPRETATIONS AND ADDENDA:** If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a written request directed to the Purchasing Manager for interpretation or clarification. Such request must reference the date of Proposal opening and Proposal number and should be received by the Purchasing Manager by **September 20, 2012**. Questions received after **September 20, 2012** shall not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda by certified mail, return receipt requested, mailed to all parties recorded by CITY'S Purchasing Manager as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.
3. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The Proposal Security filed with and as a part of the Proposal shall be forfeited in its entirety to CITY as liquidated damages if the Proposer to whom the Contract is awarded fails to execute the Contract Documents within ten (10) calendar days following the award by the City Commission.



4. **CONFLICT OF INTEREST:** The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer 's firm or any of its branches or affiliate companies.
5. **ENVIRONMENTAL REGULATIONS:** CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.
6. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES:** The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.
7. **INDEMNIFICATION:**
 - A) **GENERAL INDEMNIFICATION:** To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.
 - B) **PATENT AND COPYRIGHT INDEMNIFICATION:** Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.



CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

8. **CONTRACT TIME:** By virtue of the submission of his Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.
9. **LIQUIDATED DAMAGES FOR BREACH OF CONTRACT:** The Successful Proposer agrees that, if the work, or any part thereof, is not completed within the time specified or any extension thereof, the Successful Proposer shall be liable to the CITY in the amount of One Hundred (\$100) dollars for each and every calendar day the completion of the work is delayed beyond the time provided in the contract, as fixed and agreed upon liquidated damages and not as a penalty. CITY shall have the right to deduct from and retain out of moneys that may be then due or which may become due and payable to the Successful Proposer, the amount as such liquidated damages.
10. **CONTRACT RELATED TO SERVICES:** A Specimen contract is included herein for general information of bidder. Upon award of the proposal, the awarded contractor shall be required to sign and agree to the terms of the attached Specimen Contract (Attachment H).

ATTACHMENTS

Attachment A: Proposal Form
Attachment B: Vendor Information Form and a W-9
Attachment C: Non-Collusive Affidavit
Attachment D: Sworn Statement on Public Entity Crimes Form
Attachment E: Proposer's Completed Qualification Statement
Attachment F: Local Vendor Preference Certification
Attachment G: Sample Insurance Certificate
Attachment H: Specimen Contract/Agreement
Attachment I: Mandatory Site Visit Form
Attachment J: Specification Compliance Form

CONTACT INFORMATION

All questions related to this solicitation should be forwarded to Christina Sorensen, Purchasing Manager at purchasing@ppines.com.



CITY OF PEMBROKE PINES
PEMBROKE PINES, FLORIDA

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS.

1. **SUBMISSION AND RECEIPT OF BIDS:**

- A. Proposals, to receive consideration, must be received prior to the specific time opening as designated in the invitation.
- B. Unless otherwise specified, bidders must use the proposal form furnished by the City. Failure to do so may cause the bid to be rejected. Removal of any part of the bid may invalidate the bid.
- C. Proposals having any erasures or corrections must be initialed by bidder in ink. Bids shall be signed in ink. All quotations shall be typewritten or filled in with pen and ink.

2. **WARRANTIES FOR USAGE:**

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3. **PRICES TO BE FIRM:**

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

4. **DELIVERY POINT:**

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

5. **BRAND NAMES:**

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor's responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation



and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

6. QUALITY:

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

7. SIGNATURE REQUIRED:

All quotations must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

8. ACCEPTANCE OF MATERIAL:

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

9. VARIATIONS TO SPECIFICATIONS:

The specifications, as set forth, are guideline specifications only. The specifications do not have to be strictly adhered to; however, any variation to these specifications must be specifically listed and included with the bid documents. Any variation to these specifications must be within reason, and must meet minimum bid specifications.

10. DELIVERY:

Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

11. DEFAULT PROVISION:

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

12. PRICING:



Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

13. COPYRIGHT OR PATENT RIGHTS:

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

14. SAMPLES:

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

15. TAXES:

The City of Pembroke Pines is exempt from any taxes imposed by state and/or Federal Government. Exemption certificates certified on request. (Not applicable on construction remodeling projects.)

16. FAILURE TO QUOTE:

If you do not quote, return quotation sheet and state reason. Otherwise, your name may be removed from our mailing list.

17. MANUFACTURER'S CERTIFICATION:

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

18. SIGNED BID CONSIDERED AN OFFER:

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

19. RESERVATIONS FOR REJECTION AND AWARD:

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further



reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

20. CONFLICT OF INSTRUCTIONS:

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in proposal form, the proposal form shall govern.

21. LAWS AND REGULATIONS:

All applicable laws and regulations of the Federal Government, State of Florida and Ordinances of the City of Pembroke Pines shall apply to any resulting award.

All OSHA Standards, rules and/or regulations will apply to any item(s) of equipment or materials supplied as a result of this bid.

Bidder warrants by signature on his proposal sheet that prices quoted here are in conformity with the latest federal price guidelines, if any.

22. DAVIS-BACON & RELATED ACTS:

Contractors or their subcontractors are required to comply with all aspects of the Davis Bacon Act as it applies to construction, alternations or repairs of public buildings or public works.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. If a construction project is funded or assisted under more than one Federal statute, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.



23. LOCAL GOVERNMENT PROMPT PAYMENT ACT:

The law restricts the percentage of payment that local governments may withhold from contractors during construction. Once a construction project is substantially completed, the law requires local governments to develop a list of items (punch list) for final acceptance of construction services. §218.70, Florida Statutes.

24. TAX SAVER PROGRAM:

The Contractor shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

25. PUBLIC ENTITY CRIMES:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

26. OWNER’S CONTINGENCY:

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with a specific project. For this reason, the City Commission may award a project with an “Owner’s Contingency”. This contingency or allowance authorizes the City execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. The Owner’s Contingency is usually based on a specified percent of the proposed project amount and is established for the specific project being performed under the contract.

This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor’s overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner’s Contingency without the expressed prior approval of the City’s authorized representative. Any Owner’s Contingency funds that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City’s authorized representative.

Judith A. Neugent
City Clerk
CITY OF PEMBROKE PINES
10100 PINES BOULEVARD



INSURANCE REQUIREMENTS

The Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City nor shall the Contractor allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the WORK. These Certificates shall contain a provision that coverages afforded under these policies shall not be canceled until at least thirty (30) days prior written notice has been given to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in the event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The Contractor shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

Please note that Sexual Abuse may not be excluded from any policy.



REQUIRED INSURANCE

1. **COMPREHENSIVE GENERAL LIABILITY INSURANCE** written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000 (**mostly for construction or equipment sold to the City**)

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.**

2. **WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE** covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his Subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation : Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
 - \$500,000 Disease – Policy Limit
 - \$500,000 Disease – Each Employee

3. **COMPREHENSIVE AUTO LIABILITY INSURANCE** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
 - Combined Single Limit (Each Accident) - \$1,000,000
2. Hire Autos (Symbol 8)
 - Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
 - Combined Single Limit (Each Accident) - \$1,000,000



- 4. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE**, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on all General Liability Policies
2. Waiver of all Rights of Subrogation against the City
3. 30 Day Notice of Cancellation or Non-Renewal to the City
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the City
6. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any sub-contractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.



Company Name: _____

PROPOSAL FORM**RFP #: IT-12-02****DATE: October 9, 2012**

TO: CITY OF PEMBROKE PINES
10100 PINES BOULEVARD
PEMBROKE PINES, FL 33026

IN ACCORDANCE WITH THE “Request for Proposals” dated August 21, 2012 titled
 “Public Safety (Police) Automatic Records Management and Mobile Computing System”
 attached hereto as a part hereof the undersigned proposes the following:

A. Purchase Option

1) Cost to provide a Public Safety (Police)
 Automatic Records Management and Mobile
 Computing System including all software and
 related services for the setup, customization,
 installation, training, implementation and the initial
 year of maintenance and support of the system, as
 specified in the RFP.

\$ _____

2) Additional cost (if any) and explanation of cost.

\$ _____

B. Financing Option

1) Principal amount to be financed (this should
 match the amount stated in the purchase option
 listed above for the cost to provide the system
 including all software and related services for the
 setup, customization, installation, training,
 implementation and the initial year of maintenance
 and support of the system)

\$ _____

2) Interest rate

_____ %

3) Monthly payment

\$ _____

4) Length of the financing

_____ months



Company Name: _____

5) Terms for early pay-off, such as penalty _____

6) Late fees _____

7) Additional cost (if any) and explanation of cost. \$ _____

C. Lease Option

1) Monthly lease payment \$ _____

2) Length of the lease _____ months

3) Implied interest rate _____ %

4) Optional Purchase Price to acquire the system at the end of the lease \$ _____

5) Additional cost (if any) and explanation of cost. \$ _____



Company Name: _____

D. Additional Information

1) Cost of annual maintenance and support after the first year of service.

\$ _____ for year two

\$ _____ for year three

\$ _____ for year four

\$ _____ for year five

\$ _____ for year six

3) These prices are valid for _____ calendar days after the bid has been opened. Please note: This must be greater than or equal to 120 calendar days after the bid opening.

4) Anticipated number of business days that it will take to complete the overall project.

_____ business days



Company Name: _____

Proposal Checklist

Is there at least one original and five copies of the proposal submitted within this package? Yes_____ Initial_____

Is there two electronic copies of the proposal submitted within this package? Yes_____ Initial_____

Are completed Attachments A, B, C, D, E, I & J included in this package? Yes_____ Initial_____

Please confirm receipt of addenda:

I received Addendum # _____ Dated _____ . Initial_____

I received Addendum # _____ Dated _____ . Initial_____

I received Addendum # _____ Dated _____ . Initial_____

Did you receive any additional addenda? If so, please specify: _____

PLEASE PRINT
NAME_____

COMPANY_____

STREET ADDRESS:_____

CITY & STATE: _____

ZIP CODE: _____ TELEPHONE:_____

E-MAIL: _____

SIGNATURE: _____

TITLE: _____



(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and email to accountspayable@ppines.com

City of Pembroke Pines
Qhleg'qh'vj g'Ekw 'Ergtm
10100 Pines Boulevard
Pembroke Pines, FL 33026

Vendor Information Form

Operating Name (Payee)			
Legal Name (as filed with IRS)			
Remit-to Address (For Payments)			
Remit-to Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Order-from Address (For purchase orders)			
Order-from Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Return-to Address (For product returns)			
Return-to Contact Name		Title:	
Email Address:			
Phone #:		Fax #	
Payment Terms:			

Type of Business (please check one and provide Federal Tax identification or social security Number)

☐ Corporation

Federal ID Number:

☐ Sole Proprietorship/Individual

Social Security No.:

☐ Partnership

☐ Health Care Service Provider

☐ LLC – C (C corporation) – S (S corporation) – P (partnership)

☐ Other (Specify):

Name & Title of Applicant _____

Signature of Applicant _____ **Date** _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	<input type="checkbox"/> Exempt payee
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

BIDDER is the

_____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public (Signature)

My Commission Expires:



**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
2. My name is _____ and my
(Please print name of individual signing)
relationship to the entity named above is _____.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest



in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)



City of Pembroke Pines

Bidder's Name

Signature

Date: _____

State of: _____

County of : _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____



PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title: _____

PROPOSER'S Telephone and Fax Number: _____

PROPOSER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: _____

Number of years your organization has been in business _____

State the number of years your firm has been in business under your present business name _____

State the number of years your firm has been in business in the work specific to this RFP: _____

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☐

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)



Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?



Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.



List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Are you an ☐ Original provider ☐ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:



Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

By

(Signature)



LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

The preference is used to evaluate the submittals received from bidders are assigned point totals, a preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Companies providing coverage**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	<div style="border: 1px solid black; padding: 10px; text-align: center;"> Must Include General Liability </div>			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<div style="border: 1px solid black; padding: 10px; text-align: center;"> SAMPLE CERTIFICATE </div>								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$									
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines FL 33026

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE CERTIFICATE HOLDER SHALL MAIL 30 DAYS WRITTEN NOTICE TO THE INSURER.

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE



AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 2012, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 hereinafter referred to as "CITY",

and

[VENDOR NAME]., a company authorized to do business in the State of Florida, with a business address of **[VENDOR ADDRESS]**, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **[DATE]**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to **[DESCRIPTION OF PROJECT]** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

[BID NUMBER]
[BID TITLE]

1.2 On **[DATE]**, the bids were opened at the offices of the City Clerk.

1.3 On **[DATE]**, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.



ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the **[BRIEF EXPLANATION OF PROJECT]**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "**[BID NUMBER]**," attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the **[DESCRIPTION OF PROJECT]**, as more specifically described in Exhibit A.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3

TERM AND TERMINATION



3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial two (2) year period commencing on _____ and ending on _____.

3.2 This Agreement may be renewed for two (2) additional two (2) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon thirty (30) business days of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.4 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED [WRITTEN AMOUNT] DOLLARS (\$[NUMERICAL AMOUNT]), which includes an owner's contingency fee of [WRITTEN AMOUNT] DOLLARS (\$[NUMERICAL AMOUNT]), payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

4.3 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the City Public Services Director or his or her assignees.

4.4 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 5

CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation



accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6

PERFORMANCE BOND

6.1 At the time of the execution of this Agreement, CONTRACTOR shall have in effect a Performance Bond guaranteeing to the CITY the completion and performance of the Scope of Services and work covered in this Agreement. The Performance Bond shall at all times be valid and in force to cover the Work being performed. The Performance Bond shall be executed by a Surety Company approved by the U.S. Treasury Department, licensed to do business in the State of Florida, and having a registered agent in Broward County.

6.2 The CONTRACTOR agrees to keep such Bonds, or a replacement thereof, in force at all times during the course of performance of this Agreement. In addition to the foregoing requirements, such Bond shall contain provisions, whether by attaching endorsements or supplemental agreements, guaranteeing to the CITY the completion of services of the performance of this Agreement. CONTRACTOR may comply with the requirements of this provision by causing said Bond to specifically name the CITY as one of the parties to whom the protection afforded by said Bond is extended or as an alternative, may furnish the CITY with a separate Performance Bond meeting the same criteria provided above.

ARTICLE 7

INDEMNIFICATION

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

7.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.



7.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8

INSURANCE

8.1 CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

8.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.4 REQUIRED INSURANCE

8.4.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

A. Bodily Injury		
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	1,000,000
B. Property Damage		
1.	Each Occurrence	1,000,000



- | | | |
|----|---|-----------|
| 2. | Annual Aggregate | 1,000,000 |
| | | |
| C. | Personal Injury
Annual Aggregate | 1,000,000 |
| | | |
| D. | Completed Operations and Products Liability shall be maintained for two (2) years after the final payment. | |
| | | |
| E. | Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground. | |

8.4.2 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

- | | | |
|----|-----------------------|--|
| A. | Worker's Compensation | Statutory |
| B. | Employer's Liability | \$100,000 each accident
\$500,000 Disease-policy limit
\$100,000 Disease-each employee |

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

8.4.3 Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

- | | | |
|----|------------------|-------------|
| A. | Bodily Injury | |
| 1. | Each Occurrence | \$1,000,000 |
| 2. | Annual Aggregate | \$1,000,000 |
| | | |
| B. | Property Damage | |
| 1. | Each Occurrence | \$1,000,000 |
| 2. | Annual Aggregate | \$1,000,000 |

8.5 CONTRACTOR shall name the CITY, as an additional insured on each of the policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.6 Any insurance required of CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.



8.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10

INDEPENDENT CONTRACTOR

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11

UNCONTROLLABLE FORCES



11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12

AGREEMENT SUBJECT TO FUNDING

12.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 13

VENUE

13.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 14

SIGNATORY AUTHORITY

14.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 15

MERGER; AMENDMENT

15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and



CITY with the same formality and equal dignity herewith.

ARTICLE 16

DEFAULT OF CONTRACT & REMEDIES

16.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

16.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.



16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

16.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR has the CONTRACTOR continued to perform the services under the Agreement.

16.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

16.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

ARTICLE 17 **BANKRUPTCY**



17.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 18

DISPUTE RESOLUTION

18.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

Operations During Dispute.

18.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

18.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19

MISCELLANEOUS

19.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

19.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the



rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

19.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

19.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

19.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

19.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY	Charles F. Dodge, City Manager
	City of Pembroke Pines
	10100 Pines Boulevard
	Pembroke Pines, Florida 33025
	Telephone No. (954) 431-4884
	Facsimile No. (954) 437-1149



City of Pembroke Pines

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4900
Facsimile No. (954) 771-4923

Contractor [VENDOR NAME].
[VENDOR ADDRESS]
[VENDOR CITY, STATE, & ZIP CODE]
Telephone No. _____
Facsimile No. _____

19.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

19.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

19.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

19.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

19.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

19.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

19.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.



19.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

19.15 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY

JUDITH A. NEUGENT,
CITY CLERK

BY: _____

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM.

OFFICE OF THE CITY ATTORNEY

CONTRACTOR

Witnesses:

[NAME OF CONTRACTOR]

BY: _____

Print Name: _____

Title: _____

Print Name

Print Name

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **[NAME OF CONTRACTOR]**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **[NAME OF CONTRACTOR]** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 20____.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



Mandatory Pre-Bid/Site Visit Confirmation Form

_____, who is a representative of
(Printed name of Contractor’s representative)

_____ PERSONALLY came and appeared
(Contractor’s Company)

before me and affirms that they have completed the mandatory pre-bid/site visit on this the

_____ day of _____, 20_____ as required by:

Solicitation #: _____

Solicitation Title: _____

_____ (Contractor Representative’s Printed Name)	_____ (City Representative’s Printed Name)
_____ (Contractor Representative’s Signature)	_____ (City Representative’s Signature)
_____ (Contractor’s Company)	_____ (City Representative’s Department)
_____ (Contractor’s Phone Number)	_____ (City Representative’s Phone Number)
_____ (Date)	_____ (Date)



Company Name: _____

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SPECIFICATIONS

Proposers should show what is offered including any substitutions or deviations from the description and specifications listed below. Proposers should attach additional information to explain any substitutions or deviations, this additional information should be referenced in the respective "exceptions" column of the table below. The product offered by the bidder must on an overall basis be equal or greater in quality or performance than the bid specifications. The City of Pembroke Pines reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection.

General Specifications**1.0 General**

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
1.01	The proposer must have experience with mobile implementations in at least five, large (over 150 sworn officers), agencies within the state of Florida.			
1.02	The proposed system must support its own fully integrated CAD system as an optional feature.			
1.03	The proposer must have a documented interface to interact with Motorola Printrak CAD system or comparable CAD system.			
1.04	All CAD information must be available within the system.			
1.05	Every entry into the proposed system should be available on any module within the system without having to enter it again.			
1.06	Any query into the system will search all modules within the system.			
1.07	The proposed system must be designed for 99.9% availability.			
1.08	All of the modules in the system should be of a uniform design.			
1.09	The system should be a Windows or Unix server-based system where all reports written within the system must be immediately available for review from other computers.			
1.10	The system must be fully functional when it is installed.			
1.11	The proposer must provide a system that eliminates redundant data entry, and allows for sharing of common files.			
1.12	The proposer must provide a user-friendly, windows-type interface.			



Company Name: _____

1.13	All solutions/equipment in this specification must be delivered, installed, and operational within six (6) months of the award date.			
1.14	The proposer must include a system with a maximum response time of five (5) seconds for search/display of records.			
1.15	The proposer must be a Florida DHSMV approved E-Crash and E-Citation vendor.			

2.0 Security

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
2.01	The system should include the capability to restrict users to a single log-on, based on user rights.			
2.02	Permissions shall be role-based in the system with the ability for system administrators to create/modify these roles. The system should include single sign-on capability.			
2.03	The system must have the ability of encrypting user passwords when transmitted from the workstation to the server and on the database.			
2.04	The system must include the ability for administrators to control log-on accounts and passwords.			
2.05	The system must include the capability to integrate into Windows Active Directory for user authentication.			
2.06	The system must include the ability to enforce “strong passwords” as defined by current CJIS / FBI guidelines.			

3.0 System Requirements

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
3.01	The proposer should provide site-licensing for all core modules when available and/or more cost effective.			
3.02	The proposer must include all minimum hardware specifications for all devices.			
3.03	The proposer must include an application that is compatible with Microsoft Windows XP Sp2 and newer, Microsoft IIS 6.0, and SQL server platforms.			
3.04	The proposer must include support with installations of software during implementation.			
3.05	The proposer must include multi-screen capability.			



Company Name: _____

3.06	The proposed system must be able to remotely deploy all updates to the system to include Mobile Data terminals with minimum impact to end users.			
3.07	The system must have spell check and automatic field filling capability.			
3.08	The proposer must include the capability to store data in a relational database with table-driven design. The proposer will provide to the agency all passwords needed to access the database.			
3.09	The proposer must include the capability to perform system backups without system degradation or interruption.			
3.10	The proposer must include the capability to roll-back data to the backup.			
3.11	The system must include the capability to archive data and the ability to search data.			
3.12	The system must maintain a history of all modifications.			
3.13	The proposer should include the capability to perform ad-hoc queries and reports on the audit history of any record(s) or user(s).			
3.14	The proposer must include the capability of Report number assignment. All other modules will have access to the report number.			
3.15	The proposer must provide a system in which all sub-systems accept information from each other in a completely seamless manner.			
3.16	The proposer must provide a system that captures all required UCR data.			
3.17	The proposer must include the capability to allow authorized users to reset any system generated number. This capability should be a configuration option allowing for manual or automatic change-over (New Year) as required by the agency.			
3.18	The proposer should include the capability to utilize electronic signature equipment (signature pad) to the maximum extent possible through-out the system.			
3.19	The proposer must provide, as part of the maintenance agreement, software changes as required when new state or federal laws are enacted and impact such things as; data entry, reporting, security and other related areas.			
3.20	The proposer must provide a system that uses to the maximum extent possible; the process of single point of entry concept, where data entered into any of the modules			



Company Name: _____

	is immediately available to all other modules if that data is needed.			
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4.0 Training, Support and Documentation

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
4.01	The proposer must provide on-site training and all training manuals required for that class.			
4.02	The proposer will include as part of this proposal user acceptance testing. Any problems detected must be fixed prior to go-live.			
4.03	The proposer must include implementation and continuous support plans for all users of the system. This support shall include twenty-four hour per day help desk support via a toll-free number.			
4.04	The proposer should include on-site support personnel capabilities for problem resolution beyond phone/VPN.			
4.05	The proposer should include a projected schedule of periodic updates to system software to include written documentation on overall impact to system and user interfaces.			
4.06	The proposer must provide warranty information with their response. The proposer should provide the cost of annual support required for five years. Each year should be listed separately.			
4.07	The proposer should include detailed technical system documentation that describes the system as-built architecture and data structure.			
4.08	The proposer must include all data dictionaries to include at least the following: field name, field definition, field length, field type, field rules/integrity checks, originating source, general edits and table name(s).			
4.09	The proposer should include the capability to create accurate, up-to-date hard copy versions of any on-line documentation. The agency must be able to reproduce any of these manuals to meet internal needs.			
4.10	The proposer should provide electronic updates to documentation manuals periodically as system capabilities change.			
4.11	The proposer must include complete system administrator documentation.			



Company Name: _____

5.0 System Expandability and Future Options

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
5.01	The design of the system must be compatible with current and future initiatives, such as Mobile Data, AVL (Automatic Vehicle Location), 911 ANI/ALI. This would include all interface requirements for Motorola Printrak.			

6.0 Printing

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
6.01	The proposer must include the capability to print to any local or network-attached printer.			
6.02	The proposer must include the capability to control printing of non-public data.			
6.03	The proposer should include the capability for exporting reports into ASCII/CSV/XLS/XML formats.			
6.04	The proposer should include the capability to restrict printing of data.			

7.0 Performance and Availability

The following performance and availability requirements shall apply to all components of the system:

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
7.01	The proposer should include the capability for the system to be configured in a manner that ensures a high level of availability and redundancy.			
7.02	The proposer must include the capability to ensure an uptime of at least 99.9%.			
7.03	The proposer must include the capability for the system to be configured in a manner such that the failure of any single component shall not cause a system failure.			
7.04	The proposer must include a robust reporting tool that can generate ad-hoc reports as an internal function or with other third-party tools such as Crystal Reports or similar.			
7.05	The proposer should include the capability to distribute reports via E-mail, fax or hard copy.			



Company Name: _____

7.06	The proposer must include the capability to preview reports.			
------	--	--	--	--

8.0 Data Conversion/Migration

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
8.01	The proposer must provide a cost and time projection for successfully converting current data for system implementation with documented data validation process and acceptance review and sign off prior to go-live implementation.			

9.0 Personnel/ Employee Management

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
9.01	The system must include the capability to collect basic information pertaining to all personnel working for the department. Information may include names, addresses, physical characteristics, assigned equipment, emergency contact information, education, special skills, classifications (e.g., sworn/non-sworn) and rank histories.			
9.02	The system should include the capability to track training history and the classification process (this may be accomplished in another module, if so, annotate with appropriate information).			
9.03	The system should include the capability to capture the following: <ul style="list-style-type: none"> • Training events • Personnel summary, based on varying search criteria • Personnel detail • Training and certification scheduling • Pending certification and skill expiration • Issued equipment based on varying search criteria • Health maintenance requirements for duty status 			
9.04	The system must include the ability to do individual or group paging of all employees.			
9.05	The system must include the ability to assign radio call numbers to all employees and integrate with the vendors CAD.			
9.06	The system must include the ability to assign radio call			



Company Name: _____

	numbers and activate them all at a chosen point in time.			
9.07	The system must include the ability to archive or hide former employees' information and the ability to reactivate them as a current employee.			

10.0 Equipment and Asset Management

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
10.01	The system must include the capability to enter/track/report on equipment that is issued or used by agency personnel.			
10.02	The system should provide the capability to track the equipment by use of bar-coding, RFID or other means to expedite inventory control.			
10.03	The system should include the capability to store photographs of the equipment.			
10.04	The system must include the capability of generating reports to support physical inventory and audit, equipment in repair or disposal status, and location of all assets.			
10.05	The system must include the capability of entering detailed descriptive characteristics data, associated identifiers, and any agency-specific unique identifier(s), such as inventory control number.			
10.06	The system should include the capability to record information about equipment condition and maintenance. Information collected includes: reason for repair, costs, date of repair, maintenance location, date expected back in service, date returned to service, and date of next scheduled maintenance.			
10.07	The system should include the capability to support the following outputs: <ul style="list-style-type: none"> Physical inventory report, based on varying search criteria (e.g., category, age, and location) Physical inventory exception report Check-in/check-out log Equipment history 			
10.08	The system should include the ability to utilize user defined searches based on captured data fields and save them for future use.			
10.09	The system should include the ability to categorize items based on funding source of purchase (i.e. purchased with			



Company Name: _____

	grant funds, capital assets, seizure funds, etc.)			
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Records Management System

11.0 General Requirements

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
11.01	The following are general requirements of the RMS that should be available: <ul style="list-style-type: none"> • Single point of entry wherever possible • Maximum use of code tables • Ability to enter/query narrative(s)/text fields • Validation upon data entry (i.e. logical edits, edit checks for all fields) • Entry into RMS should automatically submit data to external sources as defined by agency. 			
11.02	The system should provide the capability to reuse and/or import data returned from external sources in order to eliminate redundant data entry where useful.			
11.03	The system must include the capability to attach photographs to case reports.			
11.04	The system must have the ability to electronically send all files, images, attachments, and reports to a designated destination such as the State Attorney's Office, in a single file.			

12.0 Master Indices

Master indices eliminate redundant data entry by allowing the reuse of previously stored information and automatically update the master indices upon entry of new information.

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
12.01	The RMS must have basic master indices that correlate and aggregate information in the following areas: <ul style="list-style-type: none"> • Persons • Locations • Property • Conveyances (vehicles) and • Organizations (including businesses and gangs). 			
12.02	The system must give the user the option of determining whether there is a match based on existing data.			



Company Name: _____

12.03	The system should support the validation and linking of addresses, commonplace names, and intersections.			
12.04	The system must support query and retrieval by name, vehicle, location, organization and/or property to produce a comprehensive response displaying all related records in the system.			

13.0 Master Name Index

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
13.01	The RMS must utilize a Master Name Index (MNI) function to link individual master name records to every event in which the individual was involved or associated. Every person identified within these events is given a Master Name record. In querying an individual MNI record, the user would also be able to view all associated records as well as the associates of that individual.			
13.02	The system must have the capability to view possible matches for the name so that the user can make the matching decision.			
13.03	The system should have the capability to search any field in the name file.			
13.04	The MNI must, at a minimum, in addition to names, capture and maintain the following information: <ul style="list-style-type: none"> Physical Characteristics (e.g. current and past descriptors) Race and Ethnicity Location history (e.g. current and past) Employer Information (e.g. current and past, to include occupation) Telephone Numbers (e.g. current and past) Known Associates Multiple Alias Names/Monikers Available Mug Shot(s) and photographs Multiple Identification (e.g. current and past, to include: Social Security, Drivers Licenses, Local and County ID) NCIC Fingerprint Classification Modus Operandi (MO) 			
13.05	The system must provide the capability to permit a record or report to be unlinked from a MNI and re-linked to another MNI record.			



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13.06	The system must provide the capability to allow two or more MNI records to be merged into one record.			
13.07	The system must provide the capability to inquire on addresses or names of individuals when only a portion of the name or address is known.			
13.08	The system must provide the capability to output the final results of a search to a file or printer.			

14.0 Master Vehicle Index

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
14.01	The RMS must utilize a master vehicle function to link vehicle data to an incident and/or master name. This system should provide the agency with detailed, searchable information.			
14.02	The RMS must provide the capability to search on any field in the MVI.			

15.0 Master Property Index

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
15.01	The RMS must utilize a master property function to link all property data entered into the system. Each record should be catalogued by using unique property characteristics such as make, model, brand, description, distinguishing characteristics, serial number, etc. The system should utilize coding standards such as NCIC property codes during the entry of property records.			

16.0 Initial Incident Report

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
16.01	The RMS must include the capability to establish a primary officer with overall responsibility for completion of the report.			
16.02	The system must provide the capability to allow for the primary officer to be transferred to other officers during the life of the report.			
16.03	The RMS system incident report must contain sufficient information to comply with all state and national			



Company Name: _____

	reporting requirements to include required fields for state approved incident forms.			
16.04	The RMS system incident report must allow for an unlimited amount of free-text fields of narrative information and unlimited page counts.			
16.05	The RMS system must provide the capability to search narrative information for specific word(s) or phrase(s).			
16.06	The Incident Report function should include the capability to perform entry/query capabilities into the NCIC system via the interface using current record information.			

17.0 Supplemental Report

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
17.01	The RMS system must have the capability to query and retrieve the initial Incident Report and use it as a baseline document for the Supplemental Report.			
17.02	The system must have the capability to submit/re-submit the Supplemental Report (report with changes) to a supervisor electronically for review.			
17.03	The system must have the capability for multiple officers to simultaneously create/add supplemental reports regarding the same event.			
17.04	The system must have the capability to link all supplemental reports to the original report.			
17.05	The Supplemental Report function should include the capability to perform entry/query capabilities into the NCIC system via the interface using current record information.			

18.0 Report Review

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
18.01	The RMS must include the capability to lock incident reports from further edits at a point determined by the agency. This does not preclude the viewing of the document by those with access permissions, but the ability to block access should be a capability.			
18.02	The system must provide the capability for supervisors to receive, review and approve Incident Reports online, and			



Company Name: _____

	to electronically respond to submitting officers and investigators regarding report quality and accuracy issues.			
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19.0 Investigative Case Management

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
19.01	The RMS must include a Case Management function for incidents that require further investigation or follow-up may be referred to an investigator before they are closed or submitted to the prosecutor for a charging decision. The assignment may be made to a patrol officer, or the department's investigative unit. The system should be able to assign case responsibility and task responsibility.			
19.02	The Case Management function should include the following functions, but not limited to, capturing and storing investigation data, conducting interviews and photo lineups, and producing supplemental reports. Investigators may also initiate criminal charges and obtain and execute both search and arrest warrants. The agency should also have the capability to define specific activities, including time allocation for each activity, so the system can generate alerts to both the assigned investigator and the supervisor.			
19.03	The system must include the capability to allow supervisors to access and review unassigned cases.			
19.04	The system must provide the capability for assignment of case responsibility to a primary investigator based on factors including: nature of activity, type of follow-up required, workload of available investigators and cases already assigned.			
19.05	The system must include the capability of providing a solvability factor for each case.			
19.06	The system must provide the capability to monitor cases to ensure that progress is being made.			
19.07	The system must include the capability to alert personnel/investigators electronically to the maximum extent possible when deadlines or alerts are triggered.			
19.08	The system must provide the capability to view existing assignments, shift resources, and notify investigators of changes as required.			
19.09	The system must provide the capability of reviewing case activity and automatically update case status of the			



Company Name: _____

	investigation.			
19.10	The system must include the capability to track additional assignments to other investigators made by the primary investigator.			
19.11	The system must include the capability to integrate all pertinent components into Case Management as needed to include creation of supplemental reports as defined in Incident Reporting, Evidence collection/documentation as defined in the Property and Evidence component, and Arrest processes as detailed in the Arrest component.			
19.12	The system must provide the capability to capture case dispositions as a separate data element from case status.			
19.13	The system must include the capability, based on disposition, to determine if any property/evidence may be eligible for release to the owner as defined in the Property and Evidence component.			
19.14	The system should include the capability to reopen a case if necessary based on new evidence.			
19.15	The Case Management function should include the capability to perform entry/query capabilities into the NCIC system via the interface using current record information.			
19.16	The Case Management function should include the following outputs/reports: <ul style="list-style-type: none"> • Cases not assigned for investigation or follow-up • Case Summary • Case aging report (list of cases by age range, days, weeks, month, etc.) • Assigned cases (open cases by investigator and current status) • Cases pending assignment <ul style="list-style-type: none"> ○ Activity follow-up ○ Alerts (e.g. overdue, case assignment, and task assignment) ○ Pending activity (e.g. by investigator, case, and division) ○ Case disposition 			

20.0 Property and Evidence Management

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
20.01	A property custodian is responsible for receiving property			



Company Name: _____

	for the agency. Information about the property, including its source, is collected and recorded in RMS.			
20.02	The RMS must include the capability of managing all property and property reports handled by the agency. Property data must be readily available to users department-wide.			
20.03	The system must include the capability to accurately track and verify all property items and that evidentiary chain-of-command requirements are met.			
20.04	The system must include the capability of tracking property that is impounded or stored in remote facilities.			
20.05	The system must include the capability to link property and evidence to either a case file or report that describes the properties involvement.			
20.06	The system must include the capability of recording, at a minimum, the location, value, case number, deputies ID number(s), chain of custody, description(s), quantity, and disposal date of items found, evidence, and property that is being safeguarded for an arrestee.			
20.07	The system must include the capability of printing barcode labels to affix to the property as well as the barcode labels for each storage location.			
20.08	The system must include the capability to conduct an inventory of all property being tracked by the module.			
20.09	The system must include the capability of documenting recovery information on stolen and found property as required by NCIC.			
20.10	The system should have the capability to manage the disposition of property, with timed events to notify property custodians when property items can be released, destroyed, or sold. Disposition history must be maintained for a specified period of time, as specified by the agency.			
20.11	The system must include the capability of producing an inventory list of any or all items in storage.			
20.12	The system must include the capability of collecting data pertaining to the collection of property/evidence to include: date and time received, contributing and receiving officers, and location. These data elements will be recorded for both inventory control and chain-of-custody purposes.			
20.13	The system must include the capability to link property/evidence information with the case and all			



Company Name: _____

	reports.			
20.14	The system must include the capability to record/track all movement of property and evidence, regardless of how minor.			
20.15	The system should include the capability of creating bar-code labels for property/evidence. The system should include the capability of using the bar-coding system during inventory, check-in, out and movement of the property.			
20.16	The system must utilize timed events to notify the property custodian when property can be lawfully disposed of, using system messages or by providing lists of eligible property items.			
20.17	The system should include the capability to query both individuals and property in local, state, and national databases.			
20.18	The system must include the capability to attach images to the property record.			
20.19	The Property and Evidence function should include the following reports: <ul style="list-style-type: none"> • Chain of custody • Property summary report • Property item detail • Released property report • Property inventory report • Property disposition reports 			
20.20	The system should have the capability of Agency specific form letters.			

21.0 Arrest

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
21.01	The RMS must include the capability to document arrest information to include name, charge(s), or other probable cause rules or definitions.			
21.02	The system must include the capability of using arrest data with other modules.			
21.03	The system must include the capability of printing the arrest report after all to the data has been entered.			
21.04	The system must include the capability to capture the method of identification that was used to confirm the person's identity prior to being taken into custody.			



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21.05	The system must include the capability to capture the completion of other steps such as the issuing of the Miranda warning.			
21.06	The Arrest function should include the capability to perform entry/query capabilities into the NCIC system via the interface using current record information.			
21.07	The Arrest function should include the following outputs/reports: <ul style="list-style-type: none"> • Daily arrests, by date and time, and date range • Arrest report and/or affidavit • Arrests by location • Arrest log 			
21.08	The system must be able to create customized reports according to Agency needs.			

22.0 Traffic Accident Reporting

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
22.01	The RMS must have the capability to capture information pertaining to accidents as directed by state requirements. The system must utilize actual traffic accident reporting forms used by the agency.			
22.02	The system should include the capability to transmit electronically to designated state agencies, copies of all accident reports as needed.			
22.03	The system should include the capability to provide comparative analysis of accidents, provide year-to-date statistics, and statistical data over a range of years.			
22.04	The system must include the capability of performing inquiries into the accident system by any of the following: date, location, time range, vehicle, and person(s) involved.			
22.05	The system should include the capability to capture accident data critical to investigators such as: cause, weather, visibility, road surface and location.			
22.06	The system should include a drawing or diagramming tool to assist in capturing accident scene and location information accurately.			
22.07	System must integrate with Third Party "CadZone" for traffic diagrams.			
22.08	The system should include the capability to attach diagrams and/or photographs to the accident report.			



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22.09	<p>The Traffic Accident Reporting function should include the following outputs/reports:</p> <ul style="list-style-type: none"> • State accident report • Accidents by location • Accidents by time of day and day of week • Accidents by violation • Accidents by severity • Statistical summary by intersection • Statistics by area (e.g., beat, precinct), day and time 			
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23.0 Citation (Ticket Control)

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
23.01	The system should include the capability of creating and printing a Florida uniform citation in the field (from a Mobile Data Terminal or other means).			
23.02	The system should utilize the master name index for all persons involved and link them to citations.			
23.03	The RMS should include the capability to collect this citation data.			
23.04	The system should include reporting capabilities on pending court dates, officer, location, vehicle, or person(s).			
23.05	The system should include the capability of accepting ticket book number set ranges and assigning those numbers to an officer for use in the system.			
23.06	The system should include the capability to enter/query warning citations.			
23.07	The system should include the capability of querying local/State/NCIC databases for previous citations/warnings as well as outstanding warrants or alerts.			
23.08	The system should include the capability to allow the officer to collect demographics information on persons involved in order to collect statistics for reporting on bias-based policing evaluations.			
23.09	<p>The Citation function should include the following outputs/reports:</p> <ul style="list-style-type: none"> • Citation and warning summary based on varying search criteria • Citation by location 			



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	<ul style="list-style-type: none"> Citations and warnings by demographic data Citation audit (e.g., missing/voided numbers) 			
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24.0 Field Interview (Contact)

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
24.01	The RMS must include the capability to enter/track field interview information. All names in this module must be entered via the master name index and linked to the appropriate record. This module must include the capability of conducting searches by: location, officer, name, vehicle, or other associated information.			
24.02	The system must include the capability to collect, at a minimum: location and time, event circumstances, name and descriptors of persons, identifying information on vehicles or other property.			
24.03	The Field Interview function should include the following outputs/reports: <ul style="list-style-type: none"> Field contact summary, based on varying search criteria 			

25.0 Permits and Licenses

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
25.01	The Permits and License module records and tracks the issuance of licenses by the agency.			
25.02	The system should include the capability to track statuses of licenses.			
25.03	The system should include the capability of checking applicant names against the master name index.			
25.04	The system should include the capability to track fees associated to permits and licensing.			
25.05	The system should include the capability to document background investigation information developed to determine eligibility for license or permits.			
25.06	The system should include the capability to support the following outputs: <ul style="list-style-type: none"> Permits and license applications granted based on varying search criteria Permits and license applications denied with reason 			



Company Name: _____

	• Expiration notice			
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26.0 Crime Analysis

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
26.01	The RMS must include the capability to collect, report, collate, analyze, and disseminate accurate and useful information that describes patterns, trends, problems, and potential suspects.			
26.02	The system must include the capability to perform GIS based crime analysis			
26.03	The system should include a variety of reporting functions allowing presentation of information in a variety of formats.			
26.04	The system must include the capability to aggregate data on the various indicators, such as: <ul style="list-style-type: none"> • Current period vs. previous period • Current period vs. historical average • Percentage of total crimes for period by: <ul style="list-style-type: none"> ○ Reporting districts ○ Areas/beats/zones ○ Teams/shifts • Percentage change from prior periods (i.e. trends) 			
26.05	The system must include the capability to conduct crime distribution analysis based on a number of criteria, including: <ul style="list-style-type: none"> • by area/beat, by reporting district (i.e. zip code) • by time, date and day of week • Frequency of occurrence • Citation • Crime/Incident Report number • Field Interview data • Search Warrant data • Vehicle Information • Type (e.g. residential, auto, business, etc.) 			
26.06	The system should include standardized reports, such as general offense activity, offense activity by day of week, offense activity by beat, etc.			
26.07	The system should include a quality control process on incoming reports to ensure that data is correctly and completely entered.			
26.08	The system should include the capability to support			



Company Name: _____

	crime/suspect correlations to show relationship between a suspect and an offense. The correlations may be made using any number of selected criteria in which unique and distinguishing characteristics, physical identifiers, modus operandi, and various other common traits of offenders are known.			
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27.0 RMS Reports

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
27.01	The RMS must include the capability to generate standardized reports, aggregate reports, as well as the ability to produce ad-hoc reports from RMS queries. These reports include, but not limited to: <ul style="list-style-type: none"> • Incident Reports • Accident/crash reports • Property/evidence reports • Citation reports • Field Interview reports • UCR/NIBRS/SCRIBRS reports • Case reports outstanding or overdue report • Case Management reports • Summary reports for warrants, citations, calls for service, accidents, employees 			
27.02	The system must include the capability of aggregating data from multiple modules, tables or fields as needed for reporting purposes.			
27.03	The system must provide a tool that can be used to produce any number of ad-hoc reports.			

28.0 RMS System Administration

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
28.01	The RMS system must provide the capability to configure the system as needed to meet agency requirements. Administrative functions include: <ul style="list-style-type: none"> • RMS table maintenance • RMS configurations (e.g., parameters, defaults) • Security (e.g., user role, jurisdiction) • Data Management (e.g., data dictionary, archive and purge) 			



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28.02	The system must include the capability to support expungement, sealing, and purging of whole records and partial records.			
28.03	The system must include the capability of redacting sensitive or confidential information prior to release to the public or for use outside of the agency.			
28.04	The system must include the capability to allow supervisor(s) the ability to configure or modify system variables, such as agency name, ORI, address, phone number, Agency head, etc.			
28.05	The system must include the capability to allow administrators to define conditions under which an alert or notification is issued.			
28.06	The system must include the capability to provide alerts or flagging for any configuration changes that could affect system integrity to prevent inadvertent damage to the system.			

29.0 Web Sharing

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
29.01	The system must have the capability of real-time data sharing that is web based.			
29.02	The system must be NIEM compliant.			
29.03	The system must have secure password management.			
29.04	The system must have a web-based public portal to report non-emergency crime to the agency.			
29.05	The agency must be able to configure the crime types that they wish the citizen to be able to report.			

Mobile Computing System

30.0 General Requirements

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
30.01	The Mobile Data system must be capable of performing on IP based communications networks such as CDMA or Broadband with a minimum connection speed of 64kb.			
30.02	Data communications to mobile devices must conform to FBI and state CJIS security requirements to include encryption for all CJIS related messages.			



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30.03	Support for multiple user profiles on the same mobile computer with data kept separate.			
30.04	The system must support the use of touch screen devices to perform common functions.			
30.05	The system must support the use of shortcut keys to perform common functions and minimize the necessity to use a mouse. (i.e. F1 to run tag, ctrl-F1 to run DL)			
30.06	The system must include a method to update mobile device software and configuration remotely either through user or administrator initiated update process			
30.07	The proposed system must not require redundant entry of employee information and system permissions in the employee master file.			
30.08	Integrated Text to Speech playback of query responses and CAD notifications.			
30.09	The proposed system must have a day/night mode.			

31.0 State FCIC/NCIC Query Capabilities

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
31.01	The system must support all query methods that the state crime information center (FCIC) has designated available to mobile computers.			
31.02	Queried responses must be stored on the mobile device in such a way the user may return the result and not be required to re-query.			
31.03	A single query will search all locations within the state FCIC, NCIC, CAD, and the vendor's software and available data share systems without the need for the user to request multiple query types (i.e. Tag query returns registration, stolen info, BOLO, CAD prior contact, RMS involvements and information from data share with other connected agencies)			
31.04	The system must support at a minimum the following FCIC Vehicle Queries: <ul style="list-style-type: none"> By Tag/License Plate By VIN 			
31.05	The system must support at a minimum the following FCIC Person Queries: <ul style="list-style-type: none"> DL by Name, Sex, DOB DL by Number Wanted person check by name, Sex, DOB 			



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31.06	The system must support at a minimum the following Vessel queries: <ul style="list-style-type: none"> Vessel by registration number Vessel by HULL # 			
31.07	The system should also have the capability to acquire images of persons if they are available.			

32.0 Administration

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
32.01	The mobile system must include the capability to allow administrators the ability to configure or modify system variables, such as printouts, edit rules, and data element sizes without code changes.			
32.02	The proposed system must provide the capability of multiple user profiles on the same mobile computer with ability to keep data separate.			
32.03	The system must support the administrator to configure the following: <ul style="list-style-type: none"> Use of Encryption URL/Address of Message switch Use of Strong passwords Use of AVL Use of Driver's License readers Timeout interval for devices ORI and device IDs for mobile devices Ability to configure what CAD information a unit will have access to. Use of CAD self-dispatch features 			
32.04	The system must support audible notification of events: <ul style="list-style-type: none"> Login/logout New message received Unread messages exist (timed reminder) Unit has been assigned to a call for service Priority CAD activity has occurred for area/agency unit is currently monitoring 			
32.05	The system must support the configuration of user preferences on the device including: <ul style="list-style-type: none"> Agency assignment Unit assignment within the agency Screen layout 			



Company Name: _____

33.0 Records Management System Queries

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
33.01	Queries responses must be stored on the mobile device in such a way the user may return the result and not be required to re-query.			
33.02	Queries made by the user should search all locations within the RMS and other shared systems without the need for the user to request multiple query types.			
33.03	The system must support queries of vehicles involvement in the RMS.			
33.04	The system must support queries of persons in the RMS.			
33.05	Results of Person queries must display a list of all persons and person alias that match the search criteria with a drilldown capability to retrieve detailed person record.			
33.06	Detailed person query results must include the following at a minimum: <ul style="list-style-type: none"> • Last, First, Middle Name • Race • Sex • Height • Weight • Hair • Eyes • ID State and Number • Nationality • City, County, State and Country born • Active Want/warrant flag (including protection orders) • Intelligence information (gang member, registered felon, narcotics violator, etc...) • List and involvement in Incident/Offense Reports • List and involvement in Arrest Reports • List and involvement in Field Interviews • List and involvement in Trespass Warnings • List of citations • List of Traffic Crash report Involvement • List of Mugshots • Known vehicles • Known Alias 			



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	<ul style="list-style-type: none"> • Known Nicknames/Monikers • Known Occupations • Known Organization Associations (including gang) 			
33.07	The system should also have the capability to pull back images of persons if they are available.			
33.08	The system must support a query of businesses from the RMS by Name or Address.			
33.09	Results of Business queries must display a list of all businesses that match the search criteria.			
33.10	Detailed Business query results must include the following at a minimum: <ul style="list-style-type: none"> • Business Name • Address • Manager Name • Emergency contact name and number • Alarm company name and contact • List of Incident/Offense report 			
33.11	The system must allow queries to be made by report number for at a minimum the following report types: <ul style="list-style-type: none"> • Incident\Offense Reports • Arrest Reports • Want/Warrant • Field Interviews • Trespass warnings • Citations • Crash Reports 			
33.12	Response for report queries must include all pertinent dates of the event including narrative information.			

34.0 Messaging Capabilities

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
34.01	The proposed system must include the ability to view a list of all units currently logged in to mobile system.			
34.02	The proposed system must include the ability to look up employee information by name or unit ID.			
34.03	The proposed system must include sound events for message receipt, important events, etc.			
34.04	The proposed system must be able to send messages to a unit's cell phone or pager without requiring knowledge of			



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	pager number. The only requirement is knowledge of unit number.			
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Mobile Reporting

The proposer must have a Mobile Reporting module that includes the following features:

35.0 General

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
35.01	The system must support the printing of state mandated forms [identified in each section.] (i.e. Citations, crash reports, etc.)			
35.02	The system must allow a mobile user to work in a network disconnected mode. All functions can continue; reports can be transmitted when reconnected.			
35.03	The system must comply with the state's use of e-citation and e-crash program guidelines.			
35.04	The system must be based on data driven technologies, not simply a form filler. Report completion should be completed logically, with common elements being captured together.			
35.05	The system should utilize copy/paste functions where available to gather information from report locations and use in other reports without the need to retype the information (i.e. Complete a citation using data captured on a crash report.)			
35.06	System must be able to customize any report or form to meet the needs of the Agency.			
35.07	The system must support the searching of data returns from local, state, and federal (i.e. DL return fills in driver on citation, vehicle registration return fills in vehicle information on crash report and incident report)			
35.08	The system must support the following report types at a minimum to be completed by the mobile user: <ul style="list-style-type: none"> • Crash Reports • Uniform Citation • Traffic Warnings • DUI Citations • Incident/Offense Report • Field Interviews • Arrest Report 			



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	<ul style="list-style-type: none"> • Radar/Laser device use log • Vehicle Inventory and Tow Receipts • Citizen Contact Log (Demographic data pertaining to traffic stops) • Consent to Search • Citizen assist Log 			
35.09	The system must support the linking of all person, vehicle and business information to the system master indexes upon transmittal to the system.			
35.10	The system must support the query of any report in the system by any authorized user.			
35.11	The system should allow the user to query all transmitted reports.			
35.12	Reports returned to the user must be a read only copy unless that report type allows supplements.			
35.13	The system must support for supervisor to query all reports that need approval.			
35.14	The system should allow supervisors to query all reports that need approval.			
35.15	If report disapproved, the supervisor should have a method to notify the user of reason not approved.			

36.0 Administration and Configuration

The system must include agency configurable elements including:

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
36.01	Enabling/Disabling report types from use by groups or individuals			
36.02	Formatting of report number type and style			
36.03	Configuring whether report number types are issued to users or auto generated (i.e. State citation number)			
36.04	Whether user can edit report after printing report or only after successful transmit			
36.05	Edit rules for report completion and validation			
36.06	Pick list choices and stored values			
36.07	Date and time display format			
36.08	Statute/charge lists			
36.09	County / City Lists			
36.10	Court addresses			
36.11	User edit rules must allow the agency to define whether a data element is required or should be in place.			



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36.12	User edit rules must be tested and applied to the mobile report prior to the printing or transmission of the report to the server.			
36.13	User edit rules must allow the agency to define criteria for each report and field on the report based on the following criteria: <ul style="list-style-type: none"> • Default data when report created • Maximum text size limit • Disable a field from use • Dependency on field value based on another fields value • Field must be filled in (not empty) • Date comparison (i.e. cannot use future date) 			
36.14	Edit rule violations must present user understandable list of error messages.			
36.15	Edit rule violations must highlight the field in error or suspicion of error.			
36.16	System must allow agency to pick lists that present user friendly choices while storing code values in database.			
36.17	System must allow agency to define if pick list values are limited to the list of choices only.			
36.18	The system must allow Permission levels that allow users of different functions access to what they require and denial to what they are not authorized.			
36.19	The system must support the creation of a user profile that includes but is not limited to the following: <ul style="list-style-type: none"> • Login Name • Name • Full name as it appears on reports • Rank • ID Number • Organizational unit of assignment • Permission group user assigned to 			
36.20	When a user log into the mobile reporting application, the system must download the user profile so the data is available to the user if running in a network disconnected mode.			
36.21	Users must be able to configure commonly used data elements to simplify and speed up report writing. These elements include but are not limited to: <ul style="list-style-type: none"> • Name as it appears on reports • Default county and city • Radar/Laser device information 			



Company Name: _____

	<ul style="list-style-type: none"> • Default Printer settings • Quick lists for commonly used violations 			
36.22	For audit purposes, the system must support the tracking of every issued number in the system to include: <ul style="list-style-type: none"> • User that the number is issued to • Device on which the number is currently loaded • Availability • Completed • Voided 			
36.23	The system must provide a wizard for the loading of state assigned bulk number ranges. (i.e. state issues citation 1,000-10,000 for agency use)			
36.24	The system must support a manual status change of issued numbers in the event of computer problems that may result in issued numbers being unrecoverable from a specific computer.			
36.25	The system must support the ability to place unissued numbers in a hold status to prevent them from being issued to mobile users.			
36.26	The system must support the configuration of maximum number of each issued number type each mobile user is allowed to have checked out at any one time. (i.e. Maximum 50 citation numbers on mobile device)			

37.0 AVL/Mapping integration

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
37.01	The system must provide an integrated mapping solution in the mobile reporting tool.			
37.02	The mapping solution must allow the user to utilize GPS location information to pre-fill reports with the latitude/longitude.			
37.03	The system must reverse lookup the latitude/longitude to determine county, city, and closest address. This information can then be selected by the user to fill in report location.			
37.04	The user must be able to present the map to verify the location and/or move the position of the event to the correct latitude/longitude.			
37.05	The system must allow a desktop user to plot on the map all reports of a specific type and query criteria. (i.e. location of all fatalities, location of all crash reports in			



Company Name: _____

	specific city within date range)			
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38.0 Crash Reporting

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
38.01	The proposed system must be E-Crash Certified.			
38.02	The proposed system must utilize the Florida Uniform Crash Forms.			
38.03	The system must support the completion of crash diagrams by integrated or third party tool.			
38.04	Crash reports must support multiple diagrams per report.			
38.05	Crash reports must allow multiple narrative records to be associated with each crash report.			
38.06	Crash reports must have an approval process.			
38.07	Approval process must prevent future editing of reports. Editing of report must require a supplemental report to be created.			
38.08	Crash reports must support attachment of images.			
38.09	Crash reports must support the attachment of other documents and files.			
38.10	Printing of Crash reports must comply with state guidelines.			
38.11	System must support edit rule and validation checks as defined by the state.			

39.0 Citations

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
39.01	The system must support an e-citation process where the only paper necessary to produce is the driver and court copy (if driver signature required).			
39.02	The system must recognize the county and city in which the citation is being issued and allow specific overrides of fine information for that jurisdiction.			
39.03	The system must allow the configuration of each violation to determine if violation fits the following categories: <ul style="list-style-type: none"> • Infraction Court not required • Infraction Court Required • Criminal Violation Court Not required • Criminal Violation Court Required • Infraction - proof of compliance required 			



Company Name: _____

	<ul style="list-style-type: none"> • Whether moving or non-moving • Whether actual speed entry is required • State statute, Ordinance, Federal Code 			
39.04	The system must support the definition of fine amounts.			
39.05	The system must allow fine overrides to be configured for specific county/city. When those override areas are chosen in the citation, the system will automatically apply the overridden values to the citation.			
39.06	The system must support the definition of speed range that changes violation category (i.e. 20mph over limit now requires court appearance).			
39.07	The system should allow the user to pre-configure a quick pick list of commonly used violations. When a citation is created, the user should be presented with their quick pick list which pre-fills in the violation information to the citation.			
39.08	When a citation is created it must automatically use a citation number from the officer's assigned and checked out numbers.			
39.09	The officer's profile information must pre-populate field data to include: <ul style="list-style-type: none"> • Agency Name • Default County / City • Current date/time • Officer Name, rank, ID number • Officer Signature 			
39.10	The user must be able to query or utilize data previously queried to complete the driver and vehicle information on the citation.			
39.11	The user must be able to utilize a magnetic swipe or barcode reader to scan the driver's license and fill in all possible data elements from DL.			
39.12	The citation should allow the user to pre-fill any radar or speed detection device information into the appropriate section and create a use of that device in their speed device log.			
39.13	Based on the violation chosen, the citation must automatically determine: court information date and fine amount as well as: <ul style="list-style-type: none"> • Court mailing addresses • Court in person address • Fine amount • Court Date 			



Company Name: _____

	<ul style="list-style-type: none"> Booking facility person delivered to. 			
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40.0 Warnings/ Faulty Equipment Notice

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
40.01	The system must allow the agency to define warning types.			
40.02	The system must allow the agency to define faulty equipment types.			
40.03	The report must allow the user to generate a notice that includes warning and faulty equipment information or combinations of each type.			
40.04	The printed report should dynamically size based on the number of warnings selected.			

41.0 Citizen Contact Log

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
41.01	The system must include the capability for the user to log demographic information about the citizens they come in contact with.			
41.02	The Citizen contact log must capture at a minimum the following data elements: <ul style="list-style-type: none"> Date/Time of Contact County / City Lists Citation number related to Age Race Sex Vehicle license plate Vehicle state Number of passengers Primary reason for contact Enforcement Actions Violations Search type if conducted Rationale for consent to search Type of contraband Number of items seized Comments 			



Company Name: _____

	• Officer information			
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42.0 Vehicle/Vessel Tow Receipt

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
42.01	The system must provide a method to create a log/receipt of agency tows.			
42.02	The report should be pre-filled from the crash report if applicable.			
42.03	The report must contain at a minimum the following data elements: <ul style="list-style-type: none"> • Case/Report Number • Location of towed from • Wrecker selection method • Determination if hold on vehicle • Length of vehicle hold • Tow company information • Storage location • Comments • Reason vehicle towed • Owner information • Driver information • Vehicle Year • Vehicle Make • Vehicle Model • Vehicle Color • Vehicle State, License Plate • Vehicle VIN • Vehicle damage location checkboxes • Listing of vehicle contents 			

43.0 Activity Report

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
43.01	The system must have the ability for a user to submit their activity on a recurring basis.			
43.02	Activity reporting must automatically include all report counts from the report the user has completed during the reporting period.			
43.03	Activity report must allow the user to annotate report			



Company Name: _____

	counts that were not performed with system.			
43.04	Activity reporting must allow the user to indicate vehicle usage including vehicle ID and mileage start/end.			
43.05	Activity reporting must allow the officer to account for their time including: <ul style="list-style-type: none"> • Start Time • End Time • Activity Group (i.e. DUI Task Force) • Activity Type (i.e. DUI Check Point) • Cost associated with activity • Description of activity • County / City • Vehicle Used • Total Mileage 			
43.06	Activity report must total time for all activities.			
43.07	Activity report must total mileage for all activities.			

44.0 Citizen Assist Report

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
44.01	The system must allow the user to produce a report of assistance rendered to a citizen that captures at a minimum the following data elements: <ul style="list-style-type: none"> • Date/Time of Contact • Location • Person Information • Vehicle Information • Vessel Information • List of assistance provided • Comments 			

45.0 Incident Report

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
45.01	The system must include the capability to establish a primary officer with overall responsibility for completion of the report.			
45.02	The system incident report must contain sufficient information to comply with all state and national reporting requirements to include required fields for state			



Company Name: _____

	approved incident forms.			
45.03	The system incident report must allow for an unlimited amount of free-text fields and page numbers of narrative information.			
45.04	The system must have the capability to query and retrieve the initial Incident Report and use it as a baseline document for the Supplemental Report.			
45.05	The system must have the capability to electronically submit/re-submit the Supplemental Report (report with changes) to a supervisor for review.			
45.06	The system must include the capability to link all associated reports with a common report number, this may be the original report number or possibly the original report number with a suffix indicating supplement number.			

46.0 Arrest Reporting

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
46.01	The system must include the capability to document arrest information to include name, charge(s), or other probable cause rules or definitions.			
46.02	The system must include the capability of using arrest data with other modules.			
46.03	The system must include the capability of printing the arrest report after all data has been entered.			
46.04	The system must include the capability to capture the method of identification that was used to confirm the person's identity prior to being taken into custody.			
46.05	The system must include the capability to add multiple charges to an arrest without duplicating UCR information.			
46.06	The Arrest function should include the capability to perform entry/query capabilities into the NCIC system via the interface using current record information.			



City of Pembroke Pines

Company Name: _____

PLEASE PRINT

NAME _____

COMPANY _____

STREET ADDRESS: _____

CITY & STATE: _____

ZIP CODE: _____ TELEPHONE: _____

E-MAIL: _____

SIGNATURE: _____

TITLE: _____



City of Pembroke Pines



Frank C. Ortis, Mayor
Carl Shechter, Vice-Mayor
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Jay Schwartz, Commissioner
Iris A. Siple, Commissioner

September 27, 2012

RFP # IT-12-02

Addendum # 1
City of Pembroke Pines
RFP # IT-12-02

Public Safety (Police) Automatic Records Management and Mobile Computing System

QUESTIONS AND ANSWERS

Question # 1	In section G. Proposed Timeline it states: "It is anticipated that the project will take about ten months to complete and proposals should indicate whether this overall goal is feasible." Then section 1.13 states: "All solutions/equipment in this specification must be delivered, installed, and operational within six (6) months of the award date." Please clarify the timeline of implementation.
Answer	The anticipate implementation is 6 months from award date.

Question # 2	How many mobile laptops will need Mobile data and Mobile Field Reporting installed?
Answer	260 laptops.

Question # 3	Requirement 4.01. Can you please indicate how many end-users Pembroke Pines has in the following areas: Records personnel/supervisors Investigators Patrol								
Answer	<table><tr><td>Records personnel/supervisors</td><td>13</td></tr><tr><td>Investigators</td><td>40</td></tr><tr><td>Patrol</td><td>182</td></tr><tr><td></td><td>304 total</td></tr></table>	Records personnel/supervisors	13	Investigators	40	Patrol	182		304 total
Records personnel/supervisors	13								
Investigators	40								
Patrol	182								
	304 total								

Question # 4	Requirement 9.05 – ‘The system must include the ability to assign radio call numbers to all employees and integrate with the vendors CAD’. Please elaborate on agency expected functionality from RMS.
Answer	One of the requirements was that the vendor has a CAD system (1.02). That CAD system would be able to assign radio call numbers which would integrate with the RMS system.

Question # 5	Requirement 9.06 – ‘The system must include the ability to assign radio call numbers and activate them all at a chosen point in time.’ Please elaborate on agency expected functionality from RMS.
Answer	All Radio call numbers (separate from RMS case numbers) could be assigned as needed without the need for an assigned RMS case number. Multiple calls received in dispatch for same incident where only one case number would be assigned but the calls could be captured. The Case number and call number(s) would be available within RMS.

Question # 6	Requirement 33.02 – ‘Queries made by the user should search all locations within the RMS and other shared systems without the need for the user to request multiple query types.’ Please explain on what is meant by ‘multiple query types.’
Answer	A search for any variable, for example, name, would search for that name anywhere it resided in the system and provide a response of all information related to that name within the system. There is no requirement that a separate search be required for Crash, citation, arrest etc. The same would apply to addresses where a return would provide all information related to that address without the need to perform another search within other modules.

Question # 7	Requirement 35.08 – ‘The system must support the following report types at a minimum to be completed by the mobile user’. Please explain the expected fields to be displayed for the Radar/Laser device use log.
Answer	Maintenance dates as well as information contained in attached logs (Attachment A).

Question # 8	Can the City provide additional details regarding the interface between Broward County's Printrak CAD system and the Mobile software the City intends to purchase? Examples include call for service information; unit statuses (i.e., en route, at scene, clear, etc.)
Answer	We understand that this requirement will be highly dependent on the data that is provided by the Motorola interface. Optimal performance would be achieved that all available data received from the interface would be available within the system via pass through to RMS.

Question # 9	Has the City considered retaining or using Motorola's Premiere MDC Mobile/CAD software for interaction with the County's dispatch center? This may represent an opportunity for significant savings if it is possible.
Answer	We are seeking a solution that will not require officers to receive information within one system and then transpose that information into another system

Question # 10	Please provide the specifications required to develop the interface to the Motorola CAD. Also, please provide a personal contact at Motorola that is available to call to understand Motorola requirements and costs to allow a vendor to interface to the CAD.
Answer	Mitchell Nowak (E)mitch@motorolasolutions.com Sr. Account Manager Motorola Solutions, Inc. (P)954-789-8817 (F)847-761-1919 It is expected that the vendor will provide this solution.

Question # 11	Please provide information on the VisonAir database for data conversion. It would be helpful to know data base design, number of files, years of data, and amount of data involved.
Answer	See attached for design 1 MDF and 1 LDF, 200 tables. 14 years of Data current database is 171G. (Attachment B)

Question # 12	Will the City please provide vendors with a soft “editable” copy of the RFP document, in MS Word? This will allow vendors to provide a timely and legible response, and in an electronic format as required.
Answer	The City will provide addenda via email to all vendors who have previously requested a copy of the solicitation.

Question # 13	<p>Page 8, Submission Requirements, Par. 3 - Liquidated Damages For Failure to Enter Into Contract. This section mentions a “Proposal Security:” to be “filed with and as part of the Proposal...” but the RFP does not mention Proposal Security elsewhere.</p> <p>a) What are the City’s requirements with regard to the Proposal Security, for example, does the City require a certain % of the bid or a flat amount to be submitted as security along with the proposal? Does the City also require a Performance Bond to be submitted upon signing a contract?</p>
Answer	Please disregard this paragraph. There is no bid security required for this project.

Question # 14	What database and file format is used for the systems to be converted?
Answer	SQL

Question # 15	<p>Is documentation available regarding table relationships, a data dictionary and/or ERD’s?</p> <p>b) Can this documentation and sample data be provided prior to bids being submitted so that vendors can analyze in order to provide fixed cost pricing?</p>
Answer	See attachment C.

Question # 16	What level of data conversion is required for each application (full, partial, etc.)? Specifically what modules will be converted? How many records are in each table/database?
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Answer	Full- RMS, citation, Incident, custody, parking, admin, evidence and Arrest.
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Question # 17	Can contact information for appropriate technical representatives related to this data conversion be provided?
Answer	Frank Ford-954-450-6959 Angela Malone 954-436-3227 Steve Totten-954-435-6589 (Anzio)

Question # 18	What is the total number of legacy systems to be converted?
Answer	3- Visionair, Anzio, Tracs

Question # 19	What is the age of each legacy system?
Answer	Visionair- 14 Tracs-2 Anzio 20 (10 years of data)

Question # 20	Does the City have the personnel to extract and provide the data in an approved format? (SQL, Excel, Access, CSV, Delimited Text File)?
Answer	Anzio Only

Question # 21	Does the City have a subject matter expert for each system?
Answer	Yes.

Question # 22	Has the legacy data ever been converted before?
Answer	Portions of Anzio were converted approximately 10 years ago.

Question # 23	Is the data stored with the City or at a 3rd party facility?
Answer	Data is stored within the City.

Question # 24	What is the total number of agencies being converted?
---------------	---

Answer	One

Question # 25	Is it the City's intent to convert into a separate archive database, the new production database, or a hybrid of the two?
Answer	Our intent is to convert to the new production database.

Question # 26	Does the Legacy system have a Master Name file?
Answer	Yes.

Question # 27	What is the City's preferred training approach—train-the-trainer or direct vendor instruction of all end-users? Do you currently have agency trainers? What are their qualifications (previous training, presentation skills, computer skills)?
Answer	Train the trainer. We have a training unit that will assist with mobile users and selected agency members may be utilized for RMS and investigations. Their computer and presentations skills should be considered above average.

Question # 28	Page 10, Section 11.0 General Requirements, Item 11.01: "Entry into RMS should automatically submit data to external sources as defined by agency." a) For this requirement, can the City please provide examples of possible external sources and expand on the workflow?
Answer	We are looking for the capability to participate in data sharing although at this time no specific data sharing group has been selected.

Question # 29	What are the City's expectations regarding the implementation approach, in terms of all-product go live versus phased roll-out (RMS followed by mobile computing)?
Answer	We are seeking a go live approach.

Question # 30	<p>It is respectfully requested by CTS America that we and other vendors be allowed to submit an irrevocable letter of credit in lieu of a Performance Bond as required in the RFP.</p> <p>Please take into consideration that this project is not a construction project where Performance Bonds are required. The project is different, since it is for software and software services.</p> <p>We have other agencies in Florida accept the irrevocable letter of credit as a substitute for a Performance Bond, and we ask Pembroke Pines to also allow this alternative.</p>
Answer	There is no performance bond required for this project.

Christina Sorensen
Purchasing Manager
City of Pembroke Pines

PEMBROKE PINES POLICE DEPARTMENT LASER LOG



MONTH OF

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OFFICERS NAME ID# VEHICLE#

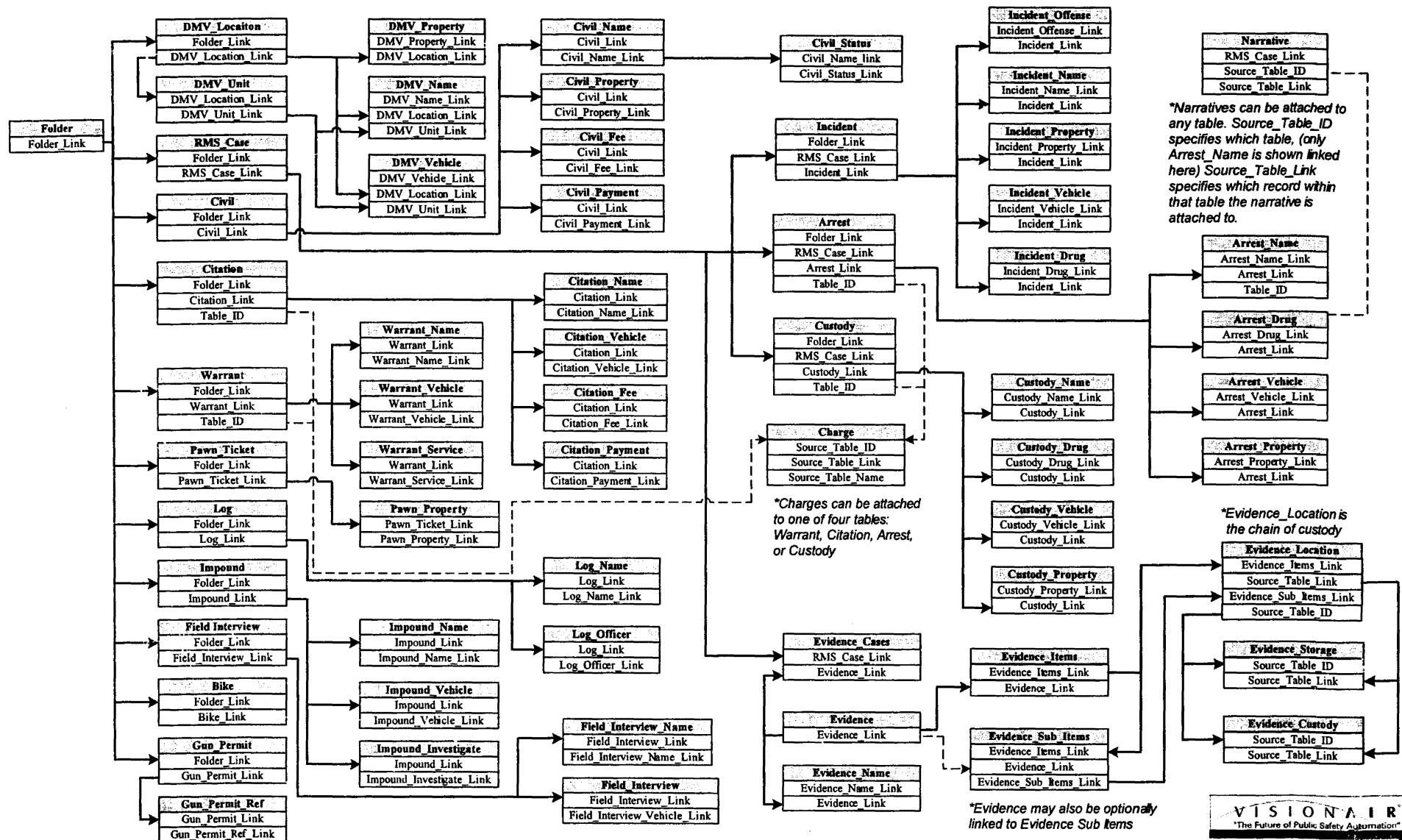
UNIT MAKE: MODEL SERIAL#

TEST #1 TEST #2

FLORIDA'S DHSMV RULE 15B-2.009 (CHANGED 10/19/94) REQUIRES THAT AN OPERATOR PERFORM AN ACCURACY CHECK PRIOR TO THE BEGINNING OF ACTIVITY AND AT THE END OF THE SHIFT (OR USE) (NO PRE AND POST CITATION CHECK IS NOW REQUIRED).

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 SIGNATURE



PEMBROKE PINES POLICE DEPARTMENT RADAR LOG



MONTH OF _____

DATE: _____ TO: _____

OFFICERS NAME ID# VEHICLE# _____
UNIT MAKE: MODEL SERIAL# _____
TUNING FORK #1 SPEED: TUNING FORK #2 SPEED: _____
INTERNAL CALIBRATION # COMBO SPEED: _____

FLORIDA'S DHSMV RULE 15B-2.009 (CHANGED 10/19/94) REQUIRES THAT AN OPERATOR PERFORM AN ACCURACY CHECK PRIOR TO THE BEGINNING OF ACTIVITY AND AT THE END OF THE SHIFT (OR USE) (NO PRE AND POST CITATION CHECK IS NOW REQUIRED).

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SIGNATURE



City of Pembroke Pines



Frank C. Ortis, Mayor
Carl Shechter, Vice-Mayor
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Jay Schwartz, Commissioner
Iris A. Siple, Commissioner

October 2, 2012

RFP # IT-12-02

Addendum # 2
City of Pembroke Pines
RFP # IT-12-02

Public Safety (Police) Automatic Records Management and Mobile Computing System

ADDITIONAL INFORMATION

Please note the changes to the **SCHEDULE OF EVENTS** listed below:

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	August 21, 2012
Mandatory Pre-Bid Meeting	10:00 a.m., September 11, 2012
Question Due Date	September 20, 2012
Anticipated Date of Issuance for the Addenda with Questions and Answers	October 8, 2012
Proposals will be accepted until	2:00 p.m., October 23, 2012
Proposals will be opened at	2:30 p.m., October 23, 2012
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to City Commission award	TBD

Christina Sorensen
Purchasing Manager
City of Pembroke Pines



City of Pembroke Pines



Frank C. Ortis, Mayor
Carl Shechter, Vice-Mayor
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Jay Schwartz, Commissioner
Iris A. Siple, Commissioner

October 18, 2012

RFP # IT-12-02

Addendum # 3
City of Pembroke Pines
RFP # IT-12-02

Public Safety (Police) Automatic Records Management and Mobile Computing System

ADDITIONAL INFORMATION

Please note the changes to the **SCHEDULE OF EVENTS** listed below specifically the revised Proposal Due Date:

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	August 21, 2012
Mandatory Pre-Bid Meeting	10:00 a.m., September 11, 2012
Question Due Date	September 20, 2012
Anticipated Date of Issuance for the Addenda with Questions and Answers	October 8, 2012
Proposals will be accepted until	2:00 p.m., October 30, 2012
Proposals will be opened at	2:30 p.m., October 30, 2012
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to City Commission award	TBD

QUESTIONS

Question #1 – Requirement 4.02 Can you please clarify your expectations for use acceptance testing?

Answer #1 – See attachment to this addendum labeled “Pembroke Pines User Acceptance Testing Records Management.”

Questions #2 - Please provide a diagram and write-up of the Pembroke Pines network that will be used to support the RMS and mobile software users.

Answer #2 – See attachment to this addendum labeled “Visio-PPinesPDNetworkwithBSO”

Question #3 - Page 8, Par. 2, Interpretations and Addenda: Will the City provide addenda to the RFP via email, as well as by certified mail?

Answer #3 – The City only sends out addenda via email.

Question #4 - Will the City please provide vendors with a soft “editable” copy of the RFP document, in MS Word? This will allow vendors to provide a timely and legible response, and in an electronic format as required

Answer #4 – Attached to the email that contains this addendum are the following files in word format.

- Attachment A - Proposal Form (Rev1)
- Attachment C - Non-Collusive Affidavit
- Attachment D - Sworn Statement on Public Entity Crimes
- Attachment E - Proposers Qualifications Statement
- Attachment F - Local Vendor Preference Certification
- Attachment J - Specification Compliance Form (Rev1)

ATTACHMENTS

- Pembroke Pines User Acceptance Testing Records Management
- Visio-PPinesPDNetworkwithBSO

Christina Sorensen
Purchasing Manager
City of Pembroke Pines

Pembroke Pines User Acceptance Testing Records Management, Mobile Data Access and Motorola PrintTrac Integration UAT Requirements from awarded vendor.

Author: Pembroke Pines Technology Services Department; October 08, 2012

User Acceptance Testing requirements:

Introduction:

Overview of desired process of User Acceptance Testing, to be develop and completed by awarded vendor.

Post installation of the application and prior to Go-Live is ready to be released the crucial step is User Acceptance Testing.

In this step a group representing a cross section of end users tests the application. The user acceptance testing is done using real world scenarios and perceptions relevant to the end users.

User Acceptance Testing:

User Acceptance Testing is often the final step before rolling out the application.

Internally selected end users from the Pembroke Pines Police Department that are considered to be Subject Matter Experts in the use of the applications test the application before 'accepting' the application.

The goal of the test is to provide the end users the confidence that the application being delivered to them meets their requirement and fits their best practices for service delivery.

The testing should identify configuration, programming, and other bugs related to usability of the application.

User Acceptance Testing – Prerequisites:

Before the User Acceptance testing can be done the application and all required integration should be fully developed.

Various levels of testing (Unit, Integration and System) are already completed before User Acceptance Testing is done. As various levels of testing have been completed most of the technical bugs have already been fixed before UAT.

User Acceptance Testing – Goals:

To ensure an effective User Acceptance Testing Test cases are created by software vendor. These Test cases can be created using various use cases identified during the Requirements definition stage.

The Test cases ensure proper coverage of all the scenarios during testing.

During this type of testing the specific focus is the exact real world usage of the application. The Testing is done in an environment that simulates the production environment.

The Test cases are to be written using real world scenarios for the application.

User Acceptance Testing

The user acceptance testing will be done in a black box type of testing. In other words, the focus is on the functionality and the usability of the application rather than the technical aspects. It is generally assumed that the application would have already undergone Unit, Integration and System Level Testing.

However, it is useful if the User acceptance Testing is carried out in an environment that closely resembles the real world or production environment.

The steps taken for User Acceptance Testing typically involve one or more of the following:

- 1) User Acceptance Test (UAT) Planning
- 2) Designing UA Test Cases
- 3) Selecting a Team that would execute the (UAT) Test Cases
- 4) Executing Test Cases
- 5) Documenting the Defects found during UAT
- 6) Resolving the issues/configuration concerns/Bug Fixing and integration requirements.
- 7) Sign Off by Police Department Subject Matter Experts on use of the application.

User Acceptance Test (UAT) Planning:

As always the Planning Process is the most important of all the steps. This affects the effectiveness of the Testing Process. The Planning process outlines the User Acceptance Testing Strategy. It also describes the key focus areas, entry and exit criteria.

Designing UA Test Cases:

The User Acceptance Test Cases help the Test Execution Team to test the application thoroughly. This will ensure that the UA Testing provides sufficient coverage of all the scenarios.

The Use Cases created during the Requirements definition phase may be used as inputs for creating Test Cases. The inputs from Business Analysts and Subject Matter Experts are also used for creating.

Each User Acceptance Test Case describes in a simple language with precise steps to be taken to test each of the modules provide by the vendor in response to the city's request for proposal.

The vendors support team and the Project Team review the User Acceptance Test Cases.

Selecting a Team that would execute the (UAT) Test Cases:

- Selections of a Team that would execute the UAT Test Cases is an important step.
- The UAT Team is will be a best representation of the real world end users.
- The Team will be comprises of the actual end users who will be using the application.

Executing Test Cases:

The Testing Team executes the Test Cases and may additional perform random Tests relevant to them

Documenting the Defects found during UAT:

The Team logs their comments and any defects or issues found during testing.

Resolving the issues/Bug Fixing:

The issues/defects found during Testing are discussed with the Project Team, Subject Matter Experts and Vendors support team. The issues are resolved as per the mutual consensus and to the satisfaction of the end users with written documentation of each concern.

Sign Off:

Upon successful completion of the User Acceptance Testing and resolution of the issues the team generally indicates the acceptance of the application. This step is important in commercial software sales. Once the User “Accept” the Software delivered they indicate that the software meets their requirements.

The users now confident of the software solution delivered and the vendor can be paid for the same.

Key deliverables of User Acceptance Testing.

In the Traditional Software Development Lifecycle successful completion of User Acceptance Testing is a significant milestone.

The Key Deliverables typically of User Acceptance Testing Phase are:

- 1) The Test Plan- This outlines the Testing Strategy
- 2) The UAT Test cases – The Test cases help the team to effectively test the application
- 3) The Test Log – This is a log of all the test cases executed and the actual results.
- 4) User Sign Off – This indicates that the customer finds the product delivered to their satisfaction

Request for Proposal Response

City of Pembroke Pines

**RFP #IT-12-02 for:
Public Safety (Police) Automatic
Records Management and
Mobile Computing System**

Due: October , 2012 at 2:00 P.M.

Technical Proposal

A - Title Page

RFP Subject "IT-12-02 Public Safety (Police) Automatic Records Management and Mobile Computing System"

Date: October 5, 2012

Firm Name: CTS America
Contact: Jim Benson, Chief Operating Officer
Telephone: 850-429-0082
E-mail: Jim.benson@cts-america.com

B - Table of Contents

CTS America's response to RFP #IT-12-02 is presented in the order and format as outlined in the RFP, page 2.

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Proposal Attachments:

Executive Summary

C - Letter of Interest

Limit to two (2) pages. Include a positive commitment to perform the required work.

SmartCOP, Inc. (dba CTS America) is pleased to submit this proposal in response to the City of Pembroke Pines request for a Records Management System and Mobile Data Computer System.

The City of Pembroke Pines has embarked on an exciting public safety initiative, and we believe our Records Management System (SmartRMS) and Mobile Data System (SmartMOBILE) is the best on the market. In fact, our solution has been proven in Florida in over 45 local agencies and municipalities.

CTS America, headquartered in Pensacola, Florida, has vast, relevant experience and familiarity with the needs of law enforcement, especially Florida agencies. By choosing CTS, you are choosing a company that can meet and exceed all your present and future public safety software solutions with an extensive, integrated suite of products. Unlike some public safety software providers, we employ former public safety personnel who understand how agencies work and how CTS software works for agencies. We are always on call and ready to service your support needs.

CTS America will be responsible for the full implementation of the project in a timely manner. We will provide the software, data conversion, installation, and services as required to meet the needs of the Pembroke Pines Police Department. Regular upgrades and enhancements for keeping the installed system on the leading edge of technology will be provided. Payments for future version costs are not required as long as the annual maintenance fees are paid.

It is CTS' intent to provide the City of Pembroke Pines with a robust state-of-the-art solution offering flexibility and increased security for today's technologically advanced society. Our software is all encompassing and offers a fully-integrated, single-source solution including service, implementation, data conversion, training, user documentation, warranty, and maintenance.

We are confident you will find confirmation in the pages that follow - CTS is the best choice for a vendor that can offer you the high level of functionality you seek and a proven track record. We look forward to becoming a partner with you in this endeavor.

D - Firm Experience

Describe the project team, including sub-consultants, and discuss each person's role and responsibility for the project. Brief resumes should be included for each team member. Project manager should have a minimum of five years' experience in executing the requested services.

Vendor must have been in the business of providing Automatic Records Management and Mobile Computing Systems for government/municipal Public Safety/Police Departments or other clients with similar functions and complexity for at least five (5) years.

CTS Response:

CTS America (SmartCOP, Inc.) is a Pensacola, Florida-headquartered company that was incorporated in 2000 for the sole purpose of providing public safety software solutions to government agencies. Our software products have been in continuous development for more than 20 years, including 11 years prior to the incorporation of the company. The first very basic installation of the software occurred in 1988.

The company was founded by a computer specialist and sworn law enforcement officer who recognized the practical needs of law enforcement. The founder realized that public safety software needed the input of those persons involved in the day-to-day process; that is, officers, investigators, dispatchers, administrators, and court clerks. Rather than dictate what an agency should utilize, the founder of CTS listened to and created what its users demanded. This same philosophy has continued through the present. In fact, several CTS engineers and team members are present and former law enforcement officers, dispatchers, and staff who understand the unique needs of public safety agencies.

CTS America's team of professionals come from several advanced technology corporations, creating a "best of the best" group of highly-experienced project managers, engineers, industry-standard development methods, quality assurance, and engineering techniques that are applied to create advanced software solutions. We have a proven track record of consistently implementing new technological advances as they emerge in the market.

Key members of the project team include:

Project Manager – The project manager is the single point of contact throughout the project lifecycle. The project manager acts on behalf of CTS to deliver all contractual deliverables.

Database Administrator – The database administrator prepares, implements, and manages databases. He is responsible for database sizing and set up; he develops and maintains database objects (i.e. stored procedures, functions, views, triggers, etc.). He is also responsible for data conversions. The database administrator participates in hardware solutions for the database server and provides assistance with the initial setup and on-going optimization of the hardware.

Implementation Specialist – The system implementation specialist oversees the installation of the systems. He provides onsite agency analysis and configuration of the system prior to go-live.

Trainers – The trainers provide comprehensive, hands-on training for each software application the agency will use.

Support Manager – The support manager is responsible for managing the Customer Support team where he ensures each customer receives prompt, courteous, and professional service.

Resumes are included on the following pages.

Dave Conkle, Project Manager

SmartCOP, Inc. (dba CTS America), 180 N. Palafox Street, Pensacola, FL 32502

Mr. Conkle has 17+ years' experience managing complex engineering, software development, and manufacturing projects. He has demonstrated proficiency in cost estimating, budgeting, and financial forecasting. His corporate level operations management experience along with his proven track record of adapting to different technologies/business models uniquely qualifies him as a Project Manager for CTS America. At CTS-SmartCOP, he prepares, implements, and manages software information technology projects for law enforcement agencies. He manages the delivery of project milestones to ensure work gets completed on time, within budget, and scope.

Related Project Experience***Project Manager for the following projects:***

Statewide Deployment of Mobile Forms software at all Florida agencies
Lafayette County FL Sheriff's Office
Monroe County FL Sheriff's Office
Okaloosa County FL Sheriff's Office
Tequesta FL Police Department
Jacksonville FL Sheriff's Office
Hillsborough County FL Sheriff's Office
Ravalli County MT Sheriff's Office

Professional Experience***SmartCOP, Inc., Pensacola, FL***

Project Manager, March 2010 to present

Avalex Technologies Corp., Pensacola, FL

Director of Operations, 2008 - 2010

Jabil Circuit, Budapest, Hungary

Business Unit Manager, 2007 - 2008

Jabil Circuit, St. Petersburg, FL

Global Program Manager, 2005 - 2007

Jabil Circuit, Budapest, St. Petersburg, FL

Software Development Engineer, 2001 - 2005

Education***Master of Business Administration***

Arizona State University, 2001

Master of Information Management

Arizona State University, 2001

Bachelor of Science in Physics

University of the South, Sewanee, 1990



Ulysses Hill, Sr. Database Administrator

SmartCOP, Inc. (dba CTS America), 180 N. Palafox Street, Pensacola, FL 32502

Ulysses prepares, implements, and manages database administration. He is responsible for database sizing and set up; he develops and maintains database objects (i.e. stored procedures, functions, views, triggers, etc.). Additionally, he develops interfaces from SQL Server to other external data sources, perform database tuning to improve application efficiency and performance, maintain database backup and disaster recovery plans. Ulysses also directs a team of database administrators that perform data conversions.

Related Project Experience

Ulysses has over ten years' experience with CTS' SmartCOP applications. He has been working with the product since it was first ported to a SQL Server backend solution. He created the conversion process that moved the products to the SQL Server platform. He has successfully managed the conversion for over 45 customers, current and new.

Ulysses also participates in recommending hardware solutions for the database server and providing assistance with the initial setup and on-going optimization of the hardware setup. He recommends the version of SQL Server software and operating systems to customers. He is also responsible for the installation and continuous optimization of the SQL Server and database(s) installations.

For customers with multiple dispatch centers (such as Florida Highway Patrol and Georgia State Patrol), he sets up replication schemes that support our Enterprise server solution that allows users to make configuration changes in one location and replicate those changes to multiple dispatch centers.

The experience Ulysses has with statewide agencies and the CTS product line will be extremely beneficial and will aid in a successful implementation.

Professional Experience***SmartCOP, Inc., Pensacola, FL***

Sr. Database Administrator, 2002 to present

Northrup Grumman Information Technology

Lead Database Administrator

Electronic Data System (EDS)

Sr. Software Engineer

Education***B.S., Management Information Systems***

Auburn University, 1996

Michael Repine, Systems Engineer/Implementation Specialist

SmartCOP, Inc. (dba CTS America), 180 N. Palafox Street, Pensacola, FL 32502

As Implementation Specialist, Michael oversees the installation of the systems. He provides performs test installations of all applications prior to deployment and also provides analysis and configuration of the system prior to go-live. Mike's additional responsibilities include resolving networking or system issues experienced by customers, and testing of application functionality to determine if a matter is a bug or training issue.

Related Project Experience**Systems Engineer/Implementation Specialist**

Perform test installations of all applications prior to deployment. Develop and test Crystal Reports with their associated database views. Provide help desk and on call support to customers of our software applications which includes any testing of application functionality to determine if a matter is a bug or training issue.

Software Engineer

Correct bugs and implement enhancements to our software applications that have been requested by our customer base which includes testing the applications after changes have been implemented to the software. Develop and test crystal reports with their associated database views.

Support Specialist

Provide help desk and on call support to customers of CTS America software applications which includes any testing of application functionality to determine if a matter is a bug or training issue.

Professional Experience***SmartCOP, Inc., Pensacola, FL***

Systems Engineer, 2004 to present

ACS/Lockheed Martin, Pensacola, FL

Sr. Computer Operator, 2003 - 2004

ACS, Inc., Montgomery, AL

Associate Information Systems Manager, 2002 - 2003

Education***B.S., Computer Science with minor in Business Administration***

Troy University, Ft. Walton Beach, FL, 2006

Seeking Masters of Business Administration

Troy University, 2012

Chris Rawson, PMP, Customer Support Manager

SmartCOP, Inc. (dba CTS America), 180 N. Palafox Street, Pensacola, FL 32502

Chris Rawson has over 4 years' experience managing complex public safety software projects. He holds a Project Management Professional (PMP) certification from Project Management Institute. He currently manages the Customer Support team where he ensures each customer receives prompt, courteous, and professional service. Formerly, Chris was a Project Manager where he prepared, implemented, and managed software information technology projects for law enforcement agencies. He managed the delivery of project milestones to ensure was completed on time, within budget, and scope.

Related Project Experience***Customer Support Manager***

Responsibilities include:

- Managing all aspects of product support for CTS products
- Provide customer support to federal, state, and local agencies using CTS products

Project Manager for the following projects (2008 – 2012):

Baldwin County, AL Sheriff's Office

Bradford County, FL Sheriff's Office

Columbia County, FL Sheriff's Office/ Combined Communication Center

Escambia County, FL Sheriff's Office

Lake City, FL Police Department

Montana Highway Patrol

St. Johns County, FL Sheriff's Office

US Virgin Islands Territory Emergency Management

Implementation Coordinator (2008 – 2009)

Managed software updates for all CTS customers

Professional Experience***SmartCOP, Inc., Pensacola, FL***

Customer Support Manager, June 2010 to present

SmartCOP, Inc., Pensacola, FL

Project Manager, 2008 – 2012

SmartCOP, Inc., Pensacola, FL

Implementation Coordinator, 2008 - 2009

Superior Termite & Pest Management, Pensacola, FL

Account Manager, 2006 - 2008

Education***Project Management Institute***

Project Management Professional (PMP), 2010

Seeking Masters, Strategic Communication and Leadership

University of West Florida, 2010

B.A., Communication Arts

University of West Florida, 2008



Vicki Floyd, Senior Trainer

SmartCOP, Inc. (dba CTS America), 180 N. Palafox Street, Pensacola, FL 32502

Vicki Floyd has more than 25 years' experience in the public safety sector and law enforcement. She has been the Communications Division Supervisor for the Santa Rosa County Sheriff's Office for the past 17 years. Vicki, a trainer for CTS America since 2003, trains new users on CTS America software applications: Master Configuration, CAD/CAD Configuration, and Records Management Systems.

Related Project Experience***CTS America Trainer (2003 – present)***

Lead trainer for the following agencies:

- Florida Highway Patrol/Department of Environmental Protection
- Alachua County Sheriff's Office
- Columbia County Sheriff's Office
- Gadsden County Sheriff's Office
- Highlands County Sheriff's Office
- Lafayette County Sheriff's Office
- Okaloosa County Sheriff's Office
- Pensacola Police Department
- Wakulla County Sheriff's Office
- Walton County Sheriff's Office
- Washington County Sheriff's Office
- Winter Park Police Department

Professional Experience***SmartCOP, Inc., Pensacola, FL***

Trainer, June 2003 to present

Santa Rosa County Sheriff's Office

Communications Supervisor, 1988 - present

Santa Rosa County Sheriff's Office

Communications Dispatcher, 1981 - 1988

Professional Education

FCIC/NCIC Certified Operator

Limited Access Instructor Course (2002)

IPTM Supervisor and Management of Communications Centers (2000)

IPTM Field Training and Evaluation Program (1995)

Florida State University Public Records Management Course (2002)

IPTM Field Training Officer Course (1994)

University of Delaware-Public Safety Radio Dispatchers Seminar (1994)

Millersville University – Supervisory Principles (1995)

E - References

Proposer should describe completed projects that demonstrate their ability to provide Automatic Records Management and Mobile Computing Systems for government/municipal Public Safety/Police Departments. Please provide a list of a minimum of five projects from at least three different municipalities or contracts which demonstrates the Team's experience in providing services as required under this RFP and in the scope of services for this project. Please provide the following information for each sample project:

- *Client name, address, phone number, and e-mail address. (This representative must be able to verify satisfactory performance of the project.)*
- *Description of the scope of the work*
- *Month and Year the project was started and completed*
- *Total cost and/or fees paid to your firm*
- *Role of the firm and the responsibilities*

CTS Response:

Alachua County Sheriff's Office

2621 Hawthorne Rd.

Gainesville, FL

Contact: John Moorhouse IT Manager

jmoorhouse@alachuasheriff.org

Phone: 352-538-6445

Description of Scope of Work: The contract was signed July 2006 and a Statement of Work was mutually agreed to by Alachua and CTS. The Alachua Sheriff's project is very similar to the project Pembroke Pines Police Department envisions. Alachua SO purchased the RMS and Mobile Software Systems from CTS America. Additionally, an interface from CTS America RMS was made to TriTech CAD for allowing dispatch to prefill information on field reports. Alachua County Sheriff's Office has been using the Jail Management System from CTS since 2002. An interface was developed to allow integration between the RMS to the Maximus Court System and from the JMS to the Maximus Court System. The interface to Maximus was completed in time for Go-live of the software in November 2006. A GEO system was installed in the RMS, crime analysis software was installed, and data conversion was provided. End user training was provided for all users. The project was completed in June 2007.

Cost: \$650,000

Firm's Role and Responsibilities: System development, installation, acceptance training, training, and ongoing system maintenance.

Escambia County FL Sheriff's Office

1700 West Leonard Street

Pensacola, FL 32501

Contact: Chief Deputy Larry Aiken

laiken@escambiaso.com

Phone: 850-436-9620

Description of Scope of Work: The Escambia County Sheriff's Office is one of CTS America's original customers, first deploying SmartCOP solutions in 1989. The ECSO uses our entire suite of products: CAD, RMS, JMS, and Mobile Computing.



180 North Palafox Street
Pensacola, FL 32502

They have 450 vehicle installations with laptop computers and connected USB GPS receivers in each vehicle. Our mobile reporting software allows for quick and efficient completion of citations, incident reports, arrest reports, and field contacts. Officers can query a driver's license and vehicle information from NCIC and immediately paste the returned information onto the citation saving a significant amount of time. The JMS supports the housing of over 1400 inmates.

Total Cost: Since the software was developed by our founder, Shane Lincke, at Escambia County, there was very little cost to the county. A current quote to an agency the size of Escambia County would be in excess of \$1,000,000

Date of Completion: The last project (JMS) was completed in 2009

Firm's Role and Responsibilities: System development, installation, acceptance training, training, and ongoing system maintenance.

Highlands County FL Sheriff's Office**434 Fernleaf Avenue****Sebring, FL 33871****Phone: 863-402-7257****Contact: Robert Jordan****rjordan@highlandssheriff.org****Phone: 863-402-7366**

Description of Scope of Work: Multi-agency implementation encompassing five different agencies and over 600 users to include Highlands County Sheriff's Office, Highlands County Emergency Operations Center, Sebring Police Department, Sebring Fire Department, and Lake Placid Police Department. Software installed includes CAD, RMS, JMS, and Mobile Computing. Initially, Highlands County Sheriff's Office installed the CAD, RMS, JMS and mobile software and then amendments to the contract were signed in 2006 to allow the other agencies in the county to use the installed software at Highlands County SO.

CTS implemented a consolidated dispatch solution for dispatching law enforcement officers, emergency management personnel and fire personnel from all five agencies. CTS also provided interfaces for the Emergency Operations Center and Fire Department for export of SmartCAD data into DocuMED and FirePrograms. End-user training was provided to all agencies.

Total Cost: \$600,000

Date of Completion: The contract and SOW were signed in July 2005 and the project was closed March 2007.

Firm's Role and Responsibilities: System development, installation, acceptance training, training, and ongoing system maintenance.

Columbia County Sheriff's Office**4917 E US Highway 90****Lake City, Florida 32055****Contact: Sheriff Mark Hunter****sheriffhunter@columbiasherriff.com****Phone: 386-754-7002**

180 North Palafox Street
Pensacola, FL 32502

Description of Scope of Work: Contract and Statement of Work was completed October 2009. Columbia County consolidated the Sheriff's Office and Columbia County Fire/Rescue into one dispatch center. A new facility was built to house the combined dispatch. A mutually developed Statement of Work defined the roles and responsibilities of each. They installed the CAD, RMS, JMS, and 110 mobile software licenses for both the Sheriff's Office and Fire/Rescue vehicles. An interface was provided for the Image Trend Fire/RMS, interface to Positron 911, data conversion and multiple interfaces provided for the JMS. End User training was provided and the agency also purchased additional refresher training 6 months after go-live which was beneficial to the users.

Total Cost: \$460,000

Date of Completion: The project was completed June 2011.

Firm's Role and Responsibilities: System development, installation, acceptance training, training, and ongoing system maintenance.

Pensacola FL Police Department

711 North Hayne Street

Pensacola, FL 32502

Contact: Chief Chip Simmons

csimmons@ci.pensacola.fl.us

Phone: 850-435-1855

Description of Scope of Work: The contract began in 1999. The Pensacola Police Department dispatches police and fire using a single CAD. Installation required an interface to Firehouse Fire RMS software and enhanced fire options in SmartCAD. CTS also linked the Pensacola Police Department with the National Park Service and Gulf Breeze Police Department. By doing so, officers from the three agencies can view warrants issued by a fourth agency, the Escambia County Sheriff's Office. This allows data sharing across jurisdictional boundaries. Apart from the National Park Service, each agency uses CTS America's complete system: CAD, RMS, and Mobile Computing. The Pensacola Police Department utilizes CTS' crash data collection, data validation, data transmittal, and online Incident Reporting solutions.

Total Cost: \$412,000

Date of Completion: Most recent project is implementation of online Incident Reporting, projected to complete October 2012.

Firm's Role and Responsibilities: System development, installation, acceptance training, training, and ongoing system maintenance.

F - Project Approach

A narrative about the vendor's proposed methods of meeting the desired features and goals for the City of Pembroke Pines' Automatic Records Management and Mobile Computing Systems. Specific examples of methods used should be included, including references to existing and past work by the vendor which exhibits these methods. The vendor may, at their discretion, include links to web sites and/or a CD/DVD with samples. Although the Evaluation Committee may request demonstrations from vendors, it should not be assumed that the Evaluation Committee will see anything beyond the original proposal contents. Proposer should also indicate any subcontracted services needed/required to meet the specifications of the proposal or clearly indicate what portion, if any, of the services are not included in the proposal.

Software Installation and Implementation

CTS America provides comprehensive installation services for our software. A dedicated and experienced project manager will be assigned to your agency.

The project manager will meet with your team at the beginning of the project to review and sign the Statement of Work (SOW) and discuss the implementation schedule. The SOW is a binding document that clearly defines what each party is responsible for during the implementation. It also defines the overall scope of the project. We have included a recent SOW from Columbia County Sheriff's Office as an example of the methods we use for implementation. It is located at the end of this section.

The implementation is planned and managed using a detailed Microsoft Project Gantt chart. CTS has included a draft project plan as part of our proposal in Section G, Proposed Timeline. This plan was created on knowledge derived from many successful implantations that were similar in size and scope to your agency's project. The Project Manager will fine tune the project plan after a thorough business process review and will meet routinely with the agency champion to discuss the status of the implementation.

All of our projects are broken into five discreet stages as outlined in the following table. Each of these stages is reflected in the project plan:

Phase	Major Activities That Occur
Initiation	The initiation phase includes project kickoff meeting, statement of work meetings and signoff and project plan finalization.
Preparation	Agency preparation which includes network preparation, purchasing, and installation of necessary hardware and third party software, and providing remote access to CTS server. If applicable, data conversion process begins. Business process meetings occur between agency and CTS.
Configuration	CTS delivers databases and software applications. System is configured by agency with input and guidance from CTS. If applicable, agency performs data validation on converted data.
Implementation	System administration training User Training GoLive!
Closure Phase	Customer signoff on all deliverables Project and financial closure Transition of project to CTS technical support

In addition to managing the project, CTS America provides comprehensive installation services for our software. We begin by providing recommended specifications for all servers, storage, communication and peripheral devices needed for a successful implementation. Additionally, we can assist the IT staff with initial configuration and setup. This helps ensure not only the appropriateness of the host environment, but also that staff members have the knowledge required to support the infrastructure in the future. All software installation is completed by CTS America. We have seasoned professionals with a wealth of experience for installing, configuring, and tuning our products to perform to the agency's environment. We have developed implementation tools, proven over time, to help deliver our software solution to the agency. By means of both on-site (as needed) and remote installation, we can efficiently and reliably install and perform base configuration of each software module.

CTS considers Bradshaw Consulting to be a strategic partner and will sub-contract with Bradshaw to successfully build the database views that Bradshaw needs to enable their Crime Analysis software. CTS and Bradshaw have worked together successfully on many previous Crime Analysis software implementations.

G - Proposed Timeline

Proposal should include a projected timeline for the project, including a breakdown of proposed design and implementation states and the City of Pembroke Pines' responsibility at each state. It is anticipated that the project will take about ~~ten~~ six months to complete and proposals should indicate whether this overall goal is feasible.

CTS Response:

CTS America anticipates this project will take 113 business days for implementation of the COTS product (RMS and Mobile Computing). We estimate 30 days of development time for the interface to the Motorola CAD currently in place. However, delivery of the interface is yet to be determined pending technical assessment. Good cooperation between CTS, Pembroke Pines, and Motorola are required for developing the interface in a timely manner.

ID	Task Name	Duration	Start	Finish	Predecessor	Resource Names
1	City of Pembroke Pines - Software Project	113 days	Mon 12/3/12	Wed 5/8/13		
2	Initiation Phase	5 days	Mon 12/3/12	Fri 12/7/12		
3	Contract Signed	1 day	Mon 12/3/12	Mon 12/3/12		PP
4	SOW & Acceptance Test Plan Negotiations	2 days	Tue 12/4/12	Wed 12/5/12	3	PP / CTS
5	Statement of Work Signed	1 day	Thu 12/6/12	Thu 12/6/12	4	PP / CTS
6	Kickoff Meeting	2 days	Thu 12/6/12	Fri 12/7/12	4	PP / CTS
7	Preparation Phase	30 days	Mon 12/10/12	Fri 1/18/13		
8	CAD to Mobile Interface Development (Actual Duration TBD Pending Technical Assessment)	30 days	Mon 12/10/12	Fri 1/18/13	6	
9	Network Preparation	20 days	Mon 12/10/12	Fri 1/4/13	2	
10	Provide remote connectivity to CTS	2 days	Mon 12/10/12	Tue 12/11/12	2	PP
11	Test / confirm remote access	2 days	Mon 12/10/12	Tue 12/11/12	2	CTS
12	Network Assessment	3 days	Wed 12/12/12	Fri 12/14/12	11	CTS
13	Order Additional Hardware if Necessary	15 days	Mon 12/17/12	Fri 1/4/13	12	PP
14	Configuration Phase	41 days	Mon 1/21/13	Mon 3/18/13	7	
15	Product Delivery	17 days	Mon 1/21/13	Tue 2/12/13		
16	Server Side Product Delivery	8 days	Mon 1/21/13	Wed 1/30/13	7	
17	Install SQL (Production and Test)	2 days	Mon 1/21/13	Tue 1/22/13	7	CTS
18	Deliver Databases (Production & Test)	3 days	Wed 1/23/13	Fri 1/25/13	17	CTS
19	Deliver Applications - RMS, Mobile Forms, Mobile Computer Terminal	3 days	Mon 1/28/13	Wed 1/30/13	18	CTS
20	Client Side Product Delivery	17 days	Mon 1/21/13	Tue 2/12/13	7	
21	Deliver Mobile For Client Install	2 days	Mon 1/21/13	Tue 1/22/13	7	CTS
22	Install Mobile For Client on User Laptops	15 days	Wed 1/23/13	Tue 2/12/13	21	PP
23	Product Configuration	24 days	Wed 2/13/13	Mon 3/18/13	15	
24	Software Configuration	24 days	Wed 2/13/13	Mon 3/18/13		
25	Administrative Training	2 days	Wed 2/13/13	Thu 2/14/13	18	CTS / PP
26	Configure Applications	7 days	Wed 2/13/13	Thu 2/21/13	19	PP
27	Test Environment Acceptance Testing & Signoff	10 days	Fri 2/22/13	Thu 3/7/13	26,22	PP
28	Copy Configuration to Production	2 days	Fri 3/8/13	Mon 3/11/13	27	CTS / PP
29	Production Acceptance Testing & Signoff	5 days	Tue 3/12/13	Mon 3/18/13	28	PP
30	Data Conversion	26 days	Mon 1/21/13	Mon 2/25/13		
31	Provide Legacy Application Data for Data Conversion	5 days	Mon 1/21/13	Fri 1/25/13		PP
32	Complete First Cut	5 days	Mon 1/28/13	Fri 2/1/13	31	CTS
33	Customer Validation / Acceptance	5 days	Mon 2/4/13	Fri 2/8/13	32	PP
34	Rework (if Necessary)	10 days	Mon 2/11/13	Fri 2/22/13	33	CTS
35	Customer Validation and Signoff	1 day	Mon 2/25/13	Mon 2/25/13	34	PP

Project: Pembroke Pines Project Plan Date: Wed 10/3/12	Task External Milestone Split Inactive Task Milestone Inactive Milestone Summary Inactive Summary Project Summary Manual Task External Tasks Duration-only	Manual Summary Rollup Manual Summary Start-only Finish-only Progress Deadline
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Page 1

CTS America™
180 North Palafox Street
Pensacola, FL 32502



NOTE: This Statement of Work for the Columbia County FL Sheriff's Office is included as an example of the methods used by CTS America. This same method will be used for the City of Pembroke Pines.

STATEMENT OF WORK

Agency: Columbia County Florida

Project Name: Columbia County Consolidated Agencies

CTS America
270 North Palafox Street
Pensacola, FL 32502
850.429.0082 (voice)
850.429.0522 (fax)
www.cts-america.com

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 - 3.4 Post Go Live Roles & Responsibilities
- 4.0 Customer Acceptance
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 - 5.5 Certification –Statement of Work

Appendix A – Hardware Specification Requirements

Appendix B – SOW- Modification Worksheet

1.0 Project Introduction

1.1 Executive Overview

This Statement of Work (SOW) between Consolidated Technology Solutions (a.k.a. CTS America) ("CTS") and Columbia County ("Agency") shall describe the CTS products to be delivered, third party software that may be required, a detailed description of the scope of the project, roles and responsibilities of the involved parties, a timeline for implementation of the system, and acceptance testing and procedures. Attaining agreement on the SOW is imperative, as no work on this project will commence until signatures and agreement on this SOW is obtained.

1.2 Amendments

All changes to this SOW that will affect the scope of the project, deliverables, established timelines and/or services must be documented in a written "SOW- Modification Worksheet" and executed by all parties to this SOW. Any such changes may result in additional costs and project delays as delineated on the change order form. A sample 'SOW-Modification Worksheet' is attached as Appendix C.

1.3 Scope of SOW

This Statement of Work is designed to detail the products and implementation responsibilities of the parties. In the event any provision of this Statement of Work, as amended in writing from time to time, conflicts with the terms and conditions of any other signed agreement between the parties in regard to the subject matter being referenced, then the last document to be signed by the parties shall control.

1.4 Authorized Personnel

CTS America Project Manager	Columbia County Project Manager
Chris Rawson Project Manager 270 North Palafox Street Pensacola, Florida 32502 (850)429-0082 (voice) (850) 429-0522 (fax) Chris.Rawson@CTS-America.com	Billy Hall Project Manager 4917 US 90 East Lake City, Florida 32055 (386) 965-5123 bhall@columbiasheriff.com

CTS America has assigned Chris Rawson as the single point of contact for managing successful implementation of the CTS software modules, interfaces, and database conversions, including dissemination of pertinent information and tasks to the COLUMBIA COUNTY System Administrator.

COLUMBIA COUNTY has assigned Billy Hall as Project Manager and Patricia Coker and/or John Vigna as System Administrators, whose responsibilities will include administering all aspects of the initial project installation and post-installation.

COLUMBIA COUNTY has also assigned the following project champions whose responsibilities will include configuring the system assigned.

- SmartJail – LT Diane Johnson (CCSO)
- SmartRMS – Sarah Wheeler (CCSO) & SGT Steve Shaw (LCPD)
- SmartCAD – Kellie Jolley (E911)
- SmartMobile – SGT Mike Sweat (CCSO) & SGT Steve Shaw (LCPD)

1.5 Project Location

The purchased CTS modules will be implemented at the following location:

Location	Contact Person	Address	Telephone Number
COLUMBIA COUNTY	Billy Hall	263 NW Lake City Ave, Lake City, FL	(386) 758-1383

1.6 Project Timeline

The CTS Project Manager will develop a Project Plan in conjunction with the COLUMBIA COUNTY Project Manager. The Project Plan will include all major facets of the project required for a complete implementation. All representative parties will mutually agree to the dates set forth. It will be the responsibility of the CTS Project Manager to keep the Agency System Administrators, Project Champions and Columbia County Consolidated Committee updated on any changes that may occur to the dates set forth on the original Project Plan.

The project will be broken down into phases. At the conclusion of each phase, there will be a meeting between CTS and COLUMBIA COUNTY to gain closure on the specific phase prior to proceeding to the next phase of the project. The project will contain the following phases:

Phase	Name	Major Items That Occur	Delivery Time Frame
1	Preparation Phase	<ul style="list-style-type: none"> Agency Network Preparation Agency procurement of network hardware & software Business Process Review Meeting Agency gains internal approval for use of SmartRMS canned reports (arrest, offense, etc). Product Development System Preparation <ul style="list-style-type: none"> Delivery of SmartCop apps Migrate Lake City PD Configuration Configuration of apps Admin Training Data Conversion Data Validation 	TBD
2	Implementation Phase	<ol style="list-style-type: none"> SmartJail <ul style="list-style-type: none"> Install & Configure External Interfaces Migrate Lake City PD Data & Users User Training Go Live! SmartCAD <ul style="list-style-type: none"> Install & Configure External Interfaces Migrate Lake City PD Data & Users User Training Go Live! 	TBD (Dependent on Phase 1)

Phase	Name	Major Items That Occur	Delivery Time Frame
		3. SmartRMS <ul style="list-style-type: none"> • Install & Configure External Interfaces • Migrate Lake City PD Data & Users • User Training • Go Live! 4. SmartMobile <ul style="list-style-type: none"> • Install & Configure External Interfaces • User Training • Go Live! 	
3	Closure Phase	<ul style="list-style-type: none"> • Contract Closure • Transition to Technical Support 	TBD (Dependent on Phase 2)

2.0 Detailed Project Deliverables

2.1 CTS Core Product Deliverables

CTS America will deliver and implement the following products to COLUMBIA COUNTY.

Product	Modules Included	Quantity
SmartADMIN		
	Base Package w/ BCS Crime Analysis Tool (CAT)	3
SmartCAD		
	Base Package	1
	ESRI Based Mapping Solution	10
SmartRMS		
	Base Package	1
	Case Management System	1
	Evidence/Property Management Module	1
	Evidence Pocket PC Inventory Application (device sold separately)	2 (SO 2)
	Traffic Accident/Crash Management	1
SmartJail		
	Base Package	1
	Biometric Release Verification Module (scanners sold separately)	1
SmartSwitch		
	Base Package	1
SmartMCT		
	Base Package w/	115 (SO 85, FireEMS 25, LCFD 5)
	RMS Query Access	85 (Sheriff's Office 85)
	AVL Support/Transmission	155 (SO 85, FireEMS 25, LCFD 5, LCPD 40)
	Mobile Software using Mappoint Maps (maps separate)	155 (SO 85, FireEMS 25, LCFD 5, LCPD 40)
	Mobile Reporting	85 (SO 85)

Note: Please refer to the pricing sheet for a detailed description of the CTS sub-modules being delivered for each product listed above.

Unless otherwise stated as an enhancement request or purchased feature, agency will be receiving standard “off the shelf” product offerings to include printed reports.

2.2 External Interfaces

Whenever an interface is required from CTS products to a system not under the control of CTS or one of its subcontractors, the success of this interface will depend on the cooperation of the entity in control of that system. It will be the responsibility of the Agency to facilitate the appropriate level of cooperation from such entity to ensure that CTS is supplied with the information, data specifications, and additional support needed from the selected entity. CTS will be restricted by whatever information, data specifications, and support such entity is willing to provide.

The Primary Systems referenced in the table below will be interfaced with the Secondary Systems.

Primary System	Description	Secondary System
SmartCAD	E911 ANI/ALI Data Import Interface	PlantCML
SmartCAD	CIC Interface	State Message Switch
SmartCAD	Data Exchange Interface	Pro QA
SmartCAD	Fire Incident Export Interface	ImageTrend
SmartJail	Fingerprint Interface	Motorola Printrack
SmartJail	Victim Notification Interface	Appriss (VINES)
SmartJail	Commissary Interface	Keefe
SmartJail	Phone Interface	Securus

2.3 Database Conversions

As specified in the RFP, CTS will convert all feasible Columbia County Sheriff's Office legacy system data as follows:

Legacy Database Source	Target Database Source
CIS CAD	SmartCAD
CIS JMS	SmartJMS
CIS RMS	SmartRMS

2.4 Third Party Software Requirements

Software	Quantity	Purchaser
Bradshaw Crime Analysis Tool (CAT)	3	CTS America

CADGIS	10	CTS America
Microsoft Mappoint Maps	155	CTS America
Microsoft SQL Server 2005 w/ associated Client Access Licenses (CALs)	1	COLUMBIA COUNTY
Quick Scene Diagramming	40	CTS America

2.5 Professional Services

NOT APPLICABLE. Any changes to off the shelf forms will result in pricing changes to this contract.

2.6 Training & Integration Services

Product	Training Type	# of Classes	Maximum # of Students	Duration
SmartCAD	Admin Training	1	4	4 hours
SmartCAD	User Training	2	20	10 hours
SmartJail	Admin Training	1	4	4 hours
SmartJail	User Training	3	20	8 hours
SmartRMS	Admin Training	1	4	4 hours
SmartRMS	User Training	2	20	8 hours
SmartSwitch	Admin Training	1	4	4 hours
SmartMCT	Admin Training	1	4	4 hours
SmartMCT	User Training	7	20	10 hours
BCS Crime Analysis Tool	User Training	1	1	4 hours

2.6.1 Refresher User Training Courses

CTS Project Manager will coordinate with Columbia County to schedule Refresher Training Courses. These courses will be scheduled six months from application Go Live.

Product	Training Type	# of Classes	Maximum # of Students	Duration
SmartCAD	User Training	2	20	10 hours
SmartJail	User Training	2	20	8 hours
SmartRMS	User Training	1	20	8 hours
SmartMCT	User Training	4	20	10 hours

2.7 Hardware Requirements

Installation and implementation of the SmartCop applications, is completely dependent upon the agency meeting the hardware requirements outlined in Appendix A—Recommended Hardware Specifications. At a high level, COLUMBIA COUNTY will need to provide the following:

Hardware to be Provided by Agency	Quantity
Database Server	1
Web Server (SmartWeb)	1
CAD Workstations	Equivalent to the # of map licenses purchased (10)
RMS Workstations	TBD by Agency
Message Switch	1
E911 Server (optional)	1
MCT Laptops	TBD by Agency
Mobile Data System (wireless network for MCTs)	TBD by Agency

3.0 Project Specific Responsibilities

Delivery, implementation, and Go Live! of each of the CTS America products is a joint effort between CTS America and the receiving agency, COLUMBIA COUNTY. The following responsibility matrices indicate Primary (P) and Support (S) ownership responsibilities necessary to achieve a successful implementation of the CTS America product portfolio.

Legend for all tables:

Responsibility:
P = Primary
S = Supporting

3.1 General Roles and Responsibilities

Prior to implementation of the CTS America product portfolio, a number of preparatory actions must take place. The below responsibility matrix outline items that must take place PRIOR to beginning any type of deployment of the CTS products.

Item	Phase	CTS America	COLUMBIA COUNTY
Assign a Project Manager as primary contact throughout the project lifecycle. Project Manager must have an in-depth understanding of the network & hardware being utilized to operate the CTS system as well as have the authority to accept financial project milestones in conjunction with the life of the project.	Preparation		P
Assign a Project Manager who will act as single point of contact throughout the project lifecycle who will act on behalf of CTS to deliver all contractual deliverables.	Preparation	P	
Provide a project plan that sets schedule expectations and delivery guidelines.	Preparation	P	
Install and configure any hardware and/or Operating Systems and/or 3 rd Party Software necessary to successfully run CTS software.	Preparation		P
Wired / Wireless network (LAN and/or WAN) availability, data throughput, user accessibility, etc.	Preparation		P
Provide IP addresses & remote access for network connectivity	Preparation		P
Provide the necessary electrical, network connectivity & UPS backup for server and workstations utilizing CTS software.	Preparation		P
If necessary, setup & maintain wireless network infrastructure. CTS assumes NO responsibility for any items associated with the wireless network infrastructure, to include coverage, data throughput, access speed, latency, etc.	Preparation		P
Input, with training assistance from CTS, all agency specific tables, forms, queries, statistical data reports, user profiles, and initial system setup requirements.	Preparation	S	P
Provide database structures & purchased CTS products.	Preparation	P	S
Identify a date & time to Go Live!	Implementation	S	P

3.2 Product Implementation Responsibility Matrices

The below responsibility matrices detail specific steps that must take place in order to implement each of the CTS America products and associated external interfaces.

3.2.1 SmartADMIN

SmartADMIN Responsibility Matrix			
Item	Phase	CTS America	COLUMBIA COUNTY
Provide, install, & configure ALL required IT infrastructure items (network connectivity, hardware, OS, etc.) required to meet minimum standards to support & run SmartCop applications (see Appendix A)	Preparation	S	P
Business Process Review Meeting to Determine Processes & Procedures Requiring Modification	Preparation	S	P
Provide Disposition Codes	Preparation	S	P
Provide Complaint Types	Preparation	S	P
Provide Organization Chart	Preparation	S	P
Provide Head Official's Name & Title	Preparation		P
Provide agency logo	Preparation		P
Obtain copies of Standard Operating Procedures	Preparation		P
Obtain copies of Medical Instructions	Preparation		P
Obtain list of wrecker companies & tow service areas.	Preparation		P
Deliver database structures	Preparation	P	
Deliver SmartADMIN application	Preparation	P	
Conduct SmartAdmin Training	Preparation	P	S
Configure System	Preparation	S	P
Go Live!	Implementation	S	P

3.2.2 SmartCAD

SmartCAD Responsibility Matrix			
Item	Phase	CTS America	COLUMBIA COUNTY
Provide & install CAD workstations (see Appendix A)	Preparation		P
Provide the GIS shape files in state plane projection, containing items outlined in section 3.2.2.1 of the SOW. The required shape files are necessary for the creation of the CAD GEO.	Preparation		P
Deliver SmartCAD application	Preparation	P	
Configure CAD system	Preparation	S	P
SmartCAD Admin Training	Preparation	P	S

SmartCAD Responsibility Matrix			
Item	Phase	CTS America	COLUMBIA COUNTY
SmartCAD User Training	Implementation	P	S
Go Live!	Implementation	S	P
Periodically update GEO files to reflect new development in area such as new neighborhoods, streets, etc.	Post GO Live		P

3.2.2.1 GIS File Requirements

Columbia County will provide the following GIS shape files in state plane projection containing:

- 1) Required:
 - A. Street centerline data
 - i. must be routable (contain network)
 - ii. must contain address range data (from/to street numbers, street name, prefix, suffix information)
 - B. County polygon
 - C. Zip code polygon (can be contained within City layer)
 - D. Response area polygon
 - i. Law Districts, zones, beats
 - ii. Fire Districts, Run Area, stations, etc...
 - iii. EMS Run Areas, ESN, etc...
 - E. City boundary polygon
- 2) Strongly Recommended:
 - A. Address points
 - B. Hydrant location points
 - C. Main / arterial road lines (to present at lower zoom levels)
- 3) Desired:
 - A. Water/Hydro polygons
 - B. Building footprints polygon
 - C. Parcel Boundaries polygon
 - D. Railroad line
 - E. Parks/Points of Interest

3.2.3 SmartRMS

SmartRMS Responsibility Matrix			
Item	Phase	CTS America	COLUMBIA COUNTY
Provide & install RMS workstations (see Appendix A)	Preparation		P
Obtain necessary sign off and/or approval from the state attorney, local judges, etc. to utilize SmartRMS canned reports (e.g. arrest, offense,	Preparation	S	P

SmartRMS Responsibility Matrix			
Item	Phase	CTS America	COLUMBIA COUNTY
affidavits, etc.) NOTE: Any requested modifications to the SmartRMS canned reports will require a SOW-Modification Worksheet (see Appendix C) which may result in schedule slippage and added costs to the agency.			
Deliver SmartRMS application	Preparation	P	
Configure Report Routing Structure & Flow	Preparation	S	P
SmartRMS Admin Training	Preparation	P	S
SmartRMS User Training	Implementation	P	S
Go Live!	Implementation	S	P

3.2.4 SmartMCT

SmartMCT Responsibility Matrix			
Item	Phase	CTS America	COLUMBIA COUNTY
Provide & install SmartMCT Hardware (see Appendix A)	Preparation		P
Provide & install mobile data system (wireless network for MCT communication)	Preparation		P
Provide & install GPS units to capture AVL	Preparation		P
Deliver SmartMCT application	Preparation	P	
Install SmartMCT application on all necessary user laptops	Preparation	S	P
SmartMCT Admin Training	Preparation	P	S
SmartMCT User Training	Implementation	P	S
Go Live!	Implementation	S	P

3.2.5 SmartSWITCH

SmartSwitch Responsibility Matrix			
Item	Phase	CTS America	COLUMBIA COUNTY
Provide & install Mobile Communication Server – SmartSwitch (see Appendix A)	Preparation		P
Provide remote access & connection information for message switch	Preparation		P
Configure message switch for SmartCop apps	Preparation	P	

3.2.6 SmartWEB

SmartWeb Responsibility Matrix			
Item	Phase	CTS America	COLUMBIA COUNTY
Provide & install SmartWeb Hardware (see Appendix A)	Preparation		P
Configure Web Server IIS	Preparation	S	P
Deliver SmartWeb Application	Preparation	P	
Configure SmartWeb	Preparation	P	S
SmartWeb Admin Training	Preparation	P	S
Go Live!	Implementation	S	P

3.2.7 External Interfaces

In order to implement the external interfaces purchased, the below responsibility matrices need to be adhered to. Responsibility matrices for the external interfaces are as follows:

E911 ANI/ALI Data Import Interface			
Item	Phase	CTS America	COLUMBIA COUNTY
Provide ANI/ALI Feed with connection	Preparation		P
Deliver & install interface	Implementation	P	S
Test interface	Implementation	P	S

CIC Interface			
Item	Phase	CTS America	COLUMBIA COUNTY
Provide state IP switch address & port number	Preparation		P
Provide ORIs & mnemonics from state	Preparation		P
Provide connectivity with the State (CJIS).	Preparation		P
Deliver & install ConnectCIC software	Implementation	P	S
Test interface	Implementation	P	S

Pro QA Data Exchange Interface			
Item	Phase	CTS America	COLUMBIA COUNTY
Establish communication between vendor and CTS.	Preparation	S	P
Provide specification documentations for interface from vendor.	Preparation		P
Develop the interface	Preparation	P	
Deliver & install interface	Implementation	P	S

Pro QA Data Exchange Interface			
Item	Phase	CTS America	COLUMBIA COUNTY
Test interface	Implementation	P	S

ImageTrend Fire Incident Export Interface			
Item	Phase	CTS America	COLUMBIA COUNTY
Establish communication between vendor and CTS.	Preparation	S	P
Provide specification documentations for interface from vendor.	Preparation		P
Develop the interface	Preparation	P	
Deliver & install interface	Implementation	P	S
Test interface	Implementation	P	S

Keefe Commissary Interface			
Item	Phase	CTS America	COLUMBIA COUNTY
Establish communication between vendor and CTS.	Preparation	S	P
Provide specification documentations for interface from vendor.	Preparation		P
Deliver & install interface	Implementation	P	S
Test interface	Implementation	P	S

Fingerprint Interface (Printrack)			
Item	Phase	CTS America	COLUMBIA COUNTY
Establish communication between vendor and CTS.	Preparation	S	P
Provide specification documentations for interface from vendor.	Preparation		P
Deliver & install interface	Implementation	P	S
Test interface	Implementation	P	S

VINES Victim Notification Interface			
Item	Phase	CTS America	COLUMBIA COUNTY
Establish communication between vendor and CTS.	Preparation	S	P

VINES Victim Notification Interface			
Item	Phase	CTS America	COLUMBIA COUNTY
Provide specification documentations for interface from vendor.	Preparation		P
Deliver & install interface	Implementation	P	S
Test interface	Implementation	P	S

Securus Inmate Phone Interface			
Item	Phase	CTS America	COLUMBIA COUNTY
Establish communication between vendor and CTS.	Preparation	S	P
Provide specification documentations for interface from vendor.	Preparation		P
Deliver & install interface	Implementation	P	S
Test interface	Implementation	P	S

3.3 Training Roles & Responsibilities

Training is a vital component to ensure successful implementation and user buy-in of the CTS America product portfolio. The below responsibility matrix lists the necessary items required for training success.

Training Responsibility Matrix			
Item	Phase	CTS America	COLUMBIA COUNTY
Identify dates for training to occur & type of training required.	Preparation	S	P
Provide a suitable training room	Preparation Implementation		P
Provide any logistical support necessary (i.e. power, cabling, audio/visual, etc.) to conduct training.	Preparation Implementation		P
Ensure that users have a basic understanding of operating PCs on a Windows platform.	Preparation Implementation		P
Dedicate the necessary resources and personnel to successfully complete the CTS training itinerary.	Preparation Implementation		P
Provide detailed training itinerary and lesson plan.	Preparation Implementation	P	
Provide trainers knowledgeable in the	Preparation	P	

Training Responsibility Matrix			
Item	Phase	CTS America	COLUMBIA COUNTY
applications being implemented	Implementation		
Provide one set of administrator and user manuals.	Preparation Implementation	P	
Provide copies of administrator and user manuals to appropriate agency personnel.	Configuration Implementation		P

3.4 Post Go Live Roles & Responsibilities

Once the agency begins utilizing the CTS America system in a production environment (aka Go Live!) and CTS America has met all contractual requirements, the CTS America Technical Support Center will provide any and all necessary support to the agency for product related issues and questions.

Post Go Live Responsibility Matrix			
Item	Phase	CTS America	COLUMBIA COUNTY
Transition all ongoing account support to the CTS America Technical Support Center.	Closure	P	S
In order for CTS to troubleshoot issues, monitor system performance, and distribute product updates, the agency must provide remote access to the network to CTS.	Closure		P
Contact the CTS Technical Support Center at 1.800.374.0101 or support@cts-america.com for any product related issues or questions	Closure	S	P
Provide periodic updates of the product portfolio purchased.	Closure	P	S

4.0 Customer Acceptance

Licensee shall be conclusively deemed to have accepted a Software Product upon Licensee beginning to utilize a Software Product in a Production Environment (commonly known in the industry as Go-Live). The Licensee will test the Software Product during the Preparation Phase, while doing configuration and data validation, prior to the Product being used into a Production Environment. The Licensee must notify the Licensor that the Software Product has been completely or partially rejected as failing to operate substantially in accordance with the written agreement between Licensor and Licensee and describing in detail each non conformity in writing at least thirty (30) days prior to Software Product being put into a Production Environment. Prior to Software Product being utilized in a Production Environment the Licensor and Licensee shall agree on any remaining nonconformities for the subject Software Product, the

time period Licensor has to complete the nonconformities for the subject Software Product and the total contract price for the subject Software Product that will be withheld until such time as the nonconformities are completed. Licensor and Licensee agree that data conversions and interfaces are not part of the system acceptance, and will not delay Licensor's requirements under final system acceptance, and Licensee will thoroughly test data conversions and special interfaces prior to utilizing in a Production Environment.

Software Product Consist of:

➤ SmartJAIL

5.0 General Clauses

5.1 Arbitration

Any and all disputes and/or controversies relating to this Statement of Work, including the compliancy matrix, shall be resolved solely and exclusively by a court of competent jurisdiction located in Columbia County, Florida where the work and services for this agreement are to be performed. This shall include mediation in accordance with Florida rules for certified and court-appointed mediators.

5.2 Complete Statement

This Statement of Work, as amended in writing from time to time, constitutes the complete Statement of Work, regardless of all prior representations and communications, whether written or oral, regarding the same subject matter addressed herein.

5.3 Headings

The headings in this Statement of Work are inserted for convenience only and are not to be considered in construction of this Agreement's provisions.

5.4 Severability

The invalidity or unenforceability of any provision of this SOW shall not affect the validity or enforceability of the other provisions of this SOW, which shall remain in full force and effect. If any of the provisions of this SOW shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court or arbitrators making such determination shall enforce the remaining provisions of this SOW, and shall reduce such extent, duration, scope, or other provision and shall enforce them in their reduced form for all purposes contemplated by this SOW.

5.5 Certification- Statement of Work

CTS and Agency do hereby certify that this document signed this 15th of Oct., 2009, as amended hereafter in writing from time to time, constitutes the complete Statement of Work between the parties.

Both CTS and Agency hereby agree to be bound by the terms and conditions of this Statement of Work.

<p>CTS America</p> <p> James Benson Chief Operating Officer</p> <p> Steve Williams Director of Project Management</p> <p> Michael Snyder Executive Director, Product Management</p>	<p>Agency</p> <p></p>
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Appendix A

Hardware Specification Requirements

***Subject to change as Software is enhanced*

Database Server	
<i>Recommended Model: Dell PowerEdge™ 2950, 2970, R805</i>	
Recommended Configuration	
<ul style="list-style-type: none"> • Dual Intel Xeon Processors (Dual +2.8GHz or Quad Core +2.0GHz) • >= 16GB RAM • >= 500GB Hard Drive Storage or SAN <ul style="list-style-type: none"> ◦ RAID 10 Controller for the SQL data files (300GB+) ◦ RAID 1 Controller for SQL Log Files (150GB+) ◦ RAID 1 Controller for Operating System (50GB+) • Windows 2008 Server (64bit) <ul style="list-style-type: none"> ◦ Required Number of Client Access Licenses • Dual Gigabit NIC • Backup Device and Backup Software • Configured for Remote Access by CTS America • Microsoft SQL Server 2005 (64bit) Standard version <ul style="list-style-type: none"> ◦ Recommend purchase of 2008 with downgrade rights. CTS will be certifying 2008 soon ◦ Per Processor License or Client Access Licenses (CALs) • Battery Backup System • Clustered environment recommended but not required <p>**Requirement** - Only SQL Server to run on this device (No DNS, Exchange, Domain Controller, etc..)</p>	
Remote Access Server (If Required)	
<i>(Provides Terminal Services access for remote offices)</i>	
<i>Recommended Model: Dell PowerEdge™ 1950 / R200</i>	
Recommended Configuration	
<ul style="list-style-type: none"> • Dual Intel Xeon +2.8GHz Processors • >= 4GB RAM • >= 100GB Hard Drive Storage • Windows 2003 Server R2 <ul style="list-style-type: none"> ◦ Required Number of Terminal Server Access Licenses • Gigabit NIC (Teamed and/or Load Balanced) • Backup Device and Backup Software • Battery Backup System 	
Mobile Communication Server(s) (SmartSWITCH)	
<i>Recommended Model: Dell PowerEdge™ 1950 / R200</i>	
Minimum	Recommended

<ul style="list-style-type: none"> • >= 1.5 GHz Intel Xeon Processor • >= 1GB RAM • >= 10GB Available Hard Drive • Windows 2003 Standard Server • Microsoft IIS 6 • 100MB Network Interface Card • Remote Access for CTS America 	<ul style="list-style-type: none"> • >= 1.5GHz Intel Xeon Dual Core Processor • >= 2.5GB RAM • 40GB Available Hard Drive • Windows 2003 Standard Server R2 • Microsoft IIS 6 • Gigabit Network Interface Card • Remote Access for CTS America • Battery Backup System
Datashare Server(s) (SmartSHARE) <i>Recommended Model: Dell PowerEdge™ SC1435 / R300</i>	
Minimum	Recommended
<ul style="list-style-type: none"> • >= 1.5 GHz Intel Xeon Processor • >= 2GB RAM • >= 20GB Available Hard Drive • Windows 2003 Server WEB Edition • Microsoft IIS • 100MB Network Interface Card • Remote Access for CTS America 	<ul style="list-style-type: none"> • >= 2.3GHz Intel Xeon Dual Core Processor • >= 4GB RAM • 80GB Available Hard Drive • Windows 2008 Server WEB Edition • Microsoft IIS • Gigabit Network Interface Card • Remote Access for CTS America • Battery Backup System
CAD Workstations <i>Recommended Model: Dell Optiplex or Precision</i>	
Minimum	Recommended
<ul style="list-style-type: none"> • Intel Processor <=1Ghz • >= 512MB RAM • >= 40 GB Hard Drive • 64MB Dual Output Video Card • Windows 2000/XP Professional • 100MB NIC Card • 2 - 17" Monitor w/ 1024x768 Screen Resolution 	<ul style="list-style-type: none"> • Intel Processor >= 2 GHz • >= 1GB RAM • >= 100GB Hard Drive • >= 128MB Quad Output Video Card • Windows XP Professional SP2 • Gigabit NIC • 3 or 4 >= 19" Monitor(s) with min 1024x768 Screen Resolution • Battery Backup System
RMS/Jail Workstations <i>Recommended Model: Dell Dimension</i>	
Minimum	Recommended
<ul style="list-style-type: none"> • Intel Processor <=1Ghz • >= 512MB RAM • >= 40 GB Hard Drive • 64MB Video Card • Windows 2000/XP Professional • 100MB NIC Card • 17" Monitor w/ 1024x768 Screen Resolution 	<ul style="list-style-type: none"> • Pentium Processor >= 2 GHz • >= 1GB RAM • >= 80GB Hard Drive • >= 128MB Video Card • Windows XP Professional SP2 • Gigabit NIC • >= 19" Monitor with min 1024x768 Screen Resolution

SmartMCT Hardware

Recommended Model: Dell Latitude, ATG, XFR, Panasonic Toughbook

Minimum	Recommended
<ul style="list-style-type: none"> • Intel Processor +800MHz • >= 256 MB RAM • >= 40 GB Hard Drive • Windows XP • Floppy/CD • Communication Medium for Radio • Computer to modem interface cable • Vehicle Mount Equipment • Vehicle Power Adapter 	<ul style="list-style-type: none"> • Intel Processor +1.5 GHz • Anti-Glare Screen • >= 1GB RAM • >= 60 GB Hard Drive • Windows XP Professional SP2 • DVD-ROM • Communication Medium <ul style="list-style-type: none"> ◦ IPMobileNet ◦ Cingular, Verizon, Sprint, etc. • Vehicle Mount Equipment • Vehicle Power Adapter • Mobile MagStripe/Barcode Reader (See below) • Mobile Printer (See Below)

Server/Desktop Network Connectivity

Minimum	Recommended
<ul style="list-style-type: none"> • 100 MB Network • Cat 5 cabling to all workstations • 10/100 Ethernet Switching Hub <ul style="list-style-type: none"> ◦ Enough ports for all clients • * T1 connection speed to remote offices <ul style="list-style-type: none"> ◦ * Cable or DSL at T1 speed acceptable • VPN Access for CTS America <p>* Use of Terminal Services Server required</p>	<ul style="list-style-type: none"> • 10/100/1000BASE-T auto-sensing Gigabit Ethernet switching hub <ul style="list-style-type: none"> ◦ Separated Switch for CAD workstations vs other agency workstations • Cat 5e or 6 cabling to all workstations • 10 MB connection to remote offices • Redundant Power Supply • VPN Access for CTS America

Mobile Network Connectivity

Minimum	Recommended
<ul style="list-style-type: none"> • 19.2 KB Data Network • TCP/IP Based • Public or Private Radio system 	<ul style="list-style-type: none"> • 64 – 400 KB Data Network • "3G" Broadband Mobile data connectivity <ul style="list-style-type: none"> ◦ 1xRT, GPRS, EDGE, EvDO, etc... ◦ WiFi, WiMax, etc... • Or Private radio system that supports >64KB data transfer.

Server Virtualization Support

CTS does **not support** the virtualization of the Database (SQL) server. All other server functions may be virtualized.

Required:

- Hypervisor must be either Microsoft Hyper-V or VMWare ESX/Sphere
- Host server must support "**Hardware Virtualization**" in the BIOS
- Virtual servers must be provided processor and memory that meets requirements above

Strongly Recommended:

- To ensure server up time, follow procedure for configuring high availability of virtual machine
 - o Hyper-V - This is clustered server with shared storage
 - o VMWare - This is VMware HA

Peripheral Equipment

- **Desktop Barcode Scanner** - PS2, USB or serial scanners capable of reading Code 39 and 128 barcodes.
 - o Must support carriage return after scan.
- **DL Scanner** - E-Seek M-250 or MAGTEK USB Card Reader Part# 21040108 (Keyboard Emulation Mode),
- **GPS Receiver** - BU-353 GPS receiver or equivalent NMEA compliant
- **Jail Label Printing** - DeskJet printer with label sheet of 3 columns 10 rows, each label needs to be 1 x 2 5/8 and margin top of sheet to the top of the first row of the sheet needs to be half inch. *(A color capable printer is recommended)*
- **IssProp / Fleet** - 2" x 1" Label printer (SII 240 or equiv)
- **Evidence Labels** - 4" x 3" label Printer (Wasp WPL305 or equiv)
- **Mobile Report Printing** - HP Deskjet 460 or 470
- **Report Printing** - LaserJet or DeskJet printer. *(A color capable printer is recommended)*
- **ID Card Printing** (Jail and Empmast) - Datacard SP55 or Equiv
- **Mugshot Capture Video Camera**- Capable of at least 640x480 resolution and have either S-VIDEO or COMPOSITE Output connections. *(The output connections are based on what input connection the video capture card accepts)*
- **Mugshot Video Capture Card** - Recommend the use of any 32bit video capture card with S-VIDEO or COMPOSITE input connection *(The output connections are based on what input connection the video capture card accepts)* By name recommendations can be provided.
- **Tablet PC** for property, evidence and remote Inmate tracking - Recommend rugged case and capability to connect to wireless network. *(This requires a wireless network infrastructure)*. MS Windows XP Tablet Edition preferred.
- **Jail Pocket PC Handheld** - Symbol MC75 - Windows Mobile OS - rugged and capable of connect to a wireless network. *(Requires a wireless network infrastructure)*.
- **Evidence Pocket PC Handheld** - Symbol MC75 - Windows Mobile OS - rugged.
- **Signature Capture Device** - Topaz Electronic Capture Device. Model T-S261-HSB-R / Model TL462 HSB
Note: Any 1 X 5 Sig Lite or Sig Gem series of devices will interface
- **Fingerprint Capture Device** - Cross Match Verifier 300 LC 2.0 USB (Must be ordered with Auto Capture and Extract and Match License installed)

Appendix B

SOW- Modification Worksheet

Agency: _____

Project Name: _____

Contract Number: _____

Description of Desired Change to Original SOW		
Description of Change	Cost Implication of Change	Changes in Timeline and Milestones

By signing this SOW- Modification Acceptance Signature Page, it is agreed that both parties have read and reviewed the changes requested and both parties agree to these changes to the original Statement of Work.

Signed this _____ day of _____, 2009.

CTS America	Agency
James Benson Chief Operating Officer	
Steve Williams Director of Project Management	
Michael Snyder Executive Director, Product Management	

H - Software Licensing

The proposal should indicate any third party or additional software required for the implementation of the project. Any software or licensing necessary for the implementation and continued maintenance of the project must be included, along with separate cost amounts if the vendor is proposing to provide the software. All software provided to the City of Pembroke Pines must be perpetually licensed to the City, including any third party components or utilities. If any software is released in the public domain or under any open source licensing agreement, the licensing must be specified in the proposal. All images, assets or content produced or delivered by the vendor must be indemnified as to copyrights and other licensing. All content, source code and intellectual property included in this project will be retained by the City of Pembroke Pines.

CTS Response:

CTS America takes exception to this requirement in regards to licensing and escrow:

CTS America is not granting the City of Pembroke Pines, either directly or by implication, any right, title or interest in CTS America's Software Products, applications, software, code and/or systems. The City of Pembroke Pines is acquiring the perpetual right to utilize the run-time version of CTS America's Software Products (including the incorporated third party software) that are current as of the time of the termination of the contract between CTS America and the City of Pembroke Pines. The City of Pembroke Pines agrees not to disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, or derive code from any of CTS America's Software Products, applications, software, code and/or systems, or permit or encourage any third party to do so. Under no event shall the City of Pembroke Pines transfer, assign and/or sell the run-time version, the object code or the source code of CTS America's Software Products, applications, software, code and/or systems to any person or entity.

The source code to the Software Products shall not be provided to the City of Pembroke Pines except pursuant to this paragraph. CTS America has entered into an Escrow Agreement with Lincoln-Parry SoftEscrow, Inc. (the "Escrow Agent") dated December 28, 1999, (the "Escrow Agreement") for the source code for the Software, which Escrow Agreement has been renewed every year since that time. Pursuant to the Escrow Agreement, CTS America shall name the City of Pembroke Pines as a third party beneficiary with the right to receive the source code for the Software upon the occurrence of certain events, all as more fully described in the Escrow Agreement, a copy of which is attached hereto.

SOFTWARE ESCROW AGREEMENT

Multi User Plan

Agreement No. 7065-LPA

Between:

Lincoln-Parry Soft Escrow, Inc.
400 Inverness Drive,
Suite 200
Englewood, Colorado 80112
(Called the Trustee)

-and-

SmartCOP, Inc.
25 W Cedar Street
Suite 309
Pensacola, FL 32501

WHEREAS the Licensor carries on the business of licensing computer software and is desirous of making available severally to certain of its customers, each herein called the Licensee the benefits contemplated by this agreement, and;

WHEREAS the Licensor has granted or shall grant to the Licensee the right to use certain computer programs in object form and has agreed or shall agree to support the programs but wishes to maintain their confidentiality as trade secrets, and;

WHEREAS the Licensee is desirous of being assured that the source code, documentation and related materials for such programs will be made available to it for the purposes of self support if certain events nanled herein occur;

THEREFORE the parties agree as follows:

1. ESCROW MATERIALS

The computer programs to which this agreement applies are those named in the List of Escrow Programs. A program shall consist of the source code magnetically or optically stored, and such supporting documentation and related materials that are necessary to allow a reasonably competent programmer to maintain and modify such programs. The programs shall be collectively referred to herein as the Software.

2. BENEFICIARIES

All Licensees of the Software shall separately become a beneficiary hereunder upon the filing by the Licensor with the Trustee of a notification in the form described in Schedule C and shall have full standing under this agreement as though signed by each of the Licensees.

3. DELIVERIES AND CERTIFICATION

The following procedure shall be adopted for the presentation and certification of the Software into escrow.

(a) Within 10 clays after the signing of this agreement by both parties, the Trustee shall supply to the Licensor an appropriate sized container which is capable of being sealed and in which the Software shall be stored.

(b) The Licensor shall thereupon deposit the

Software into the said container, identifying it by name and release number, and shall certify as to the authenticity of the contents in the sealed container on the form supplied by the Trustee.

(c) The Licensor shall seal the container and shall deliver it to the Trustee to hold in accordance with the terms of this agreement.

(d) The Licensor will deposit new releases into escrow, and the Trustee shall retain the latest such deposits and shall return earlier deposits to the Licensor.

(e) The Trustee shall hold the container in its sealed state and shall not open, cause or permit it to be opened under any circumstances whatsoever except as may be permitted under this agreement or amendments thereto.

4. EVENTS CAUSING RELEASE

The Software shall be held in escrow by the Trustee until the earliest of the following events:

(a) A cessation of the use of the Software by the Licensee and the termination or expiry of its program license agreement with the Licensor, or the termination or expiry caused or permitted by the Licensee of the Software maintenance and support services portion of the said program license agreement.

(b) A termination of this agreement by consent of the Licensor and Licensee, or the Licensee alone.

(c) The occurrence of any of the following events, and provided in all events that the Licensor has not made suitable alternate arrangements for the continued supplying of maintenance of the Software:

(1) A petition in bankruptcy, or an assignment for the benefit of creditors of the Licensor is filed by the Licensor, or a third party against the Licensor and is not dismissed within 30 days of its filing;

(2) A cessation of normal business operations by the Licensor during the term of this agreement;

(3) A failure or refusal by the Licensor to provide the Software maintenance and support services required of it under its program license agreement with the Licensee, which failure has been preceded by a notice in writing to the Licensor that its continued default would cause the Licensee to invoke its rights under this agreement fifteen (15) days after the date of the said notice;

5. RETURN TO LICENSOR

The Trustee shall deliver the Software back to the Licensor if any of the events named in paragraph 4(a) or 4(b) occurs before any of the events named in paragraph 4(c), provided that a Termination Notice in the form set out in Schedule A and signed by the Licensor and the Licensee has been delivered to the Trustee along with the balance of any fees and charges that are due, and further provided that no other Licensee is a beneficiary under this agreement at the time.

6. RETURN TO LICENSEE

The Trustee shall deliver a copy of the Software to the Licensee if any of the events named in paragraph 4(c) occur before any of the events named in paragraphs 4(a) or 4(b), provided that the procedure set out below has been followed and the conditions met.

(a) The Licensee has delivered to the Trustee a written request for the release of the Software, accompanied by a sworn affidavit in a form satisfactory to the Trustee from a senior officer of the Licensee stating the particulars of the reasons for its request.

(b) A copy of the request and affidavit have been delivered by the Trustee to the Licensor, and the Licensor has received at least the notice period named in paragraph 4(c)(3).

(c) No dispute in writing has been received from the Licensor by the Trustee within ten (10) days of the Licensor's receipt of the Licensee's request and affidavit.

(d) The Licensee has signed a non-disclosure covenant in the form set out in Schedule B and delivered it to the Trustee.

(e) All outstanding charges under this agreement

have been paid to the Trustee, and the Licensee has paid copying and delivering costs incurred by the Trustee.

7. DISPUTES AND ARBITRATION

If the Licensor enters a dispute as contemplated by paragraph 6(c) then the procedure set out below shall be followed before the Software is delivered to the Licensee.

(a) The Licensor and Licensee shall within ten (10) days after the entering of a dispute name an arbitrator to decide whether the Licensee is entitled to receive the Software. If they are unable to agree upon the selection of an arbitrator then the Trustee shall make the said selection.

(b) The arbitration shall otherwise be conducted in Hartford, Connecticut in accordance with the Rules of the American Arbitration Association and the Trustee shall immediately upon the expiry of any appeal period carry out the decision of the arbitration.

8. VERIFICATION PROCEDURE

In order to verify the authenticity of the contents of any container deposited by the Licensor and being held in escrow the Licensee may at any time call for its inspection in the manner and subject to the conditions below.

(a) The Licensee shall notify the Licensor and the Trustee in writing of its demand to inspect the contents of a container, and such notification shall be made at least 30 days in advance of the date appointed for such inspection.

(b) The Trustee shall appoint the location for such inspection.

(c) The Trustee shall attend at the appointed time and place and shall thereat produce the sealed container in question.

(d) The contents of the container shall be removed and inspected by the Licensee and a determination made as to whether they are as purported by the Licensor on its certificate.

(e) If the contents are determined to be as purported, they will be resealed and returned to the Trustee to continue to hold in escrow. The Licensee shall pay all costs associated with the inspection, including machine time, operating personnel, travel, food, lodging and a reasonable per diem fee for the attendance of all the parties attending at the inspection.

(f) If the contents of the container are determined not to be as purported, then Licensor shall pay all of the costs named in sub paragraph (e) and shall also forthwith deliver to the Trustee a copy of the authentic software as purported on the Licensor's certification, and the Licensee may first verify that the same are authentic.

9. DUTIES OF TRUSTEE

(a) The Trustee shall store the sealed containers in a safe and secure location of its own choosing.

(b) The Licensor may direct the Trustee to store the sealed containers in a location selected by the Licensor, in which event the Trustee shall comply with such direction provided that access to the location is under the Trustee's control and that any additional costs incurred by the Trustee in using the site are paid by the Licensor.

(c) The Licensor represents that Software does not require any storage conditions other than office environment conditions.

(d) The Trustee shall exercise reasonable judgment in the handling of the Software in the event of a dispute and shall not be liable to either party except for grossly or deliberately negligent conduct.

10. FEES, CHARGES AND TERM

The Licensor shall pay to the Trustee the following fees and charges:

(a) An annual fee of \$495.00 payable upon execution by the Licensor of this Agreement and on each anniversary date thereafter unless earlier terminated by either party.

(b) This agreement shall continue thereafter on a yearly basis unless terminated by either party by giving the other at least ninety (90) days written notice prior to any anniversary date, and provided that all named beneficiaries have either ceased to hold a use license for the Software or have consented to the termination of this agreement.

(c) A fee of \$50.00 US per container per year or part year for each container in excess of one being held by the Trustee at any given time payable on the anniversary date of this agreement.

(d) A fee of \$25.00 US per written notice delivered by the Trustee under paragraph 6(b).

(e) A charge respecting all expenses incurred by the Trustee for media, copying, shipping, delivery, and special storage requested by the Licensor payable on receipt of account.

(t) The term of this agreement shall continue so long as 'my beneficiary has rights under it.

(g) The Trustee may stand down at the end of any year provided that it has delivered at least thirty days prior written notice to the Licensor to find a replacement.

11. DEFAULT IN PAYMENT

If the Licensor fails to pay any fee or charge on its due date, then the Trustee may, after giving the Licensor ninety (90) days prior written notice to make such payment,

terminate this agreement and either destroy or return the escrow materials in its possession at the Trustee's option. The remedies above do not exclude any other remedies that are otherwise available to the Trustee.

12. INSPECTION

For the purpose of insuring that any sealed container delivered to and held by the Trustee under this agreement remains in a sealed state, either the Licensor or the Licensee may at any time demand to inspect such container at the offices of the Trustee, and the Trustee shall produce such container on a timely basis for inspection.

13. NOTICES

Any notice required to be given in writing under this agreement shall be given by prepaid certified or registered post, return receipt requested, to the respective addresses above first mentioned or to such other addresses as the parties may from time to time direct.

14. TITLE

Title to the Software shall remain in the Licensor either in its own right or as agent for the owner. The Trustee shall have title to the physical storage medium but not to the Software residing on it.

15. GOVERNING LAW

This agreement shall be governed in accordance with the laws of the State of Florida without giving effect to its conflict of laws provisions.

16. ENUREMENT

This agreement shall be binding upon and enure to the benefit of parties and the beneficiaries named by the Licensor and the assignees of each of them. This agreement may not be assigned by the Trustee without the prior written consent of the Licensor.

Copyright 1975-99 Lincoln-Parry SoftEscrow, Inc.

IN WITNESS WHEREOF the parties have by their representatives so authorized executed this agreement to go into force on the date below first mentioned.

Lincoln-Parry SoftEscrow, Inc.

By [Signature]

Title Trust Officer

Date December 31/1999

SmartCOP[™], Inc.

By [Signature]

Title President

Date 12/28/99

LIST OF ESCROW PROGRAMS

Program Name	Description	Release No.
SmartCOP Software	Public Safety Software	2.50

* The Licensor shall deposit updates if any to the Software above listed not less frequently than annually, and such updates shall be considered as included in the Software.

I - Maintenance and Support

A description of the type of support available and hours available should also be included. The proposal should indicate the ongoing maintenance and support available after the completion of the project. Cost of annual maintenance and support for the first year should be included with the proposal.

CTS Response:

Support

CTS provides toll-free technical support 24 hours a day, seven days a week, including holidays.

Agencies can contact CTS' support department via the following methods:

- **Telephone** – our technical support department can be reached toll-free at 800-374-0101 at any time. On-call support staff is available outside normal business hours (7:00 a.m. – 5:00 p.m.), weekends, and holidays. Customers with a critical support issue after hours will have their call returned within 15 minutes. Non-critical calls will be returned the next business day.
- **E-mail** – our technical support department can be reached via e-mail at support@cts-america.com. CTS promptly responds to e-mail inquiries from 7:00 a.m. – 5:00 p.m. (CT) Monday through Friday.
- **Fax** – customers can fax a support request to 850-429-0522.

When a call is received, a CTS Level 1 support person will secure all information necessary to properly evaluate the caller's difficulty, enter the problem into CTS' internal Software Management System (SMS), and provide a ticket number to the customer.

Wherever possible, Level 1 support will work with the caller to resolve the issue immediately using a knowledgebase of resolutions. When such resolution is not possible, the call taker will prioritize and escalate the call.

Some issues may require troubleshooting to determine if the issue can be duplicated on our in-house test environment or to correct configuration problems. In order to troubleshoot remotely, it becomes necessary for CTS to access the agency network server or the SQL database through a virtual private network (VPN) connection and terminal services or by other remote connectivity tool such as PCAnywhere. A VPN connection uses end-to-end encryption to carve out a private tunnel over the public network. PCAnywhere provides a safe environment for remote network management and support to allow CTS to connect to the server. Ultimately, it is the agency's decision on how a vendor connects to their network.

Warranty/Maintenance

The software furnished by CTS or any of its subcontractors will be warranted free from defects in material, functionality and workmanship, and shall conform to the RFP and CTS' response thereto, with all exceptions agreed to by the Agency. In the event any such defects in software or services become evident within the warranty period, CTS shall correct the defect at the Agency's option by (1) repairing

any defective component; (2) otherwise, correcting any reproducible and/or recurring software defects; or (3) redoing the faulty services.

Warranty, maintenance and support services are available for a period of one year following system “go live” of the software. The agency can extend the maintenance and support services on an annual basis after the twelve month period by paying the maintenance fees quoted in the cost proposal.

System Enhancements and Software Upgrades

All CTS customers receive newly released versions of our software at NO additional cost provided the annual maintenance fees have been paid. The initial fees for CTS America’s public safety system include the first year of maintenance services. During the warranty and maintenance phase, continual system review and recommendations for enhancements are supported. After the first warranty year of the contract, the agency will convert to an annual maintenance agreement which entitles the agency to continue to receive 24/7/365 customer support with free software upgrades.

CTS America makes every effort to deliver all enhancements and upgrades in a way that does not impose on the agency’s ability to serve the public. We coordinate all software updates with the agency’s designated point of contact person, working together to minimize downtime (if any). We notify the agency well ahead of any update or interruption in service, and provide necessary post-update support.

J - Cost

A detailed breakdown of all costs should be included in the proposal. Training costs should be itemized and broken out by hour, day, or other increment and indicate the number of users to be trained. Support and maintenance costs should be itemized and the type and length of support should be indicated. Maintenance and support for the first five years beyond this contract should be quoted as well. Price evaluation of proposals will include evaluation of future and ongoing costs.

CTS Response:

A detailed breakdown of all costs and services are included on the following pages.



CTS America Pricing Summary for

Pembroke Pines PD (RMS, 260 Mobiles, Switch, Admin)

10/9/2012

CTS America Software	
SmartRMS (Records Management System)	\$ 93,985.00
SmartSWITCH (Mobile Data Switch)	\$ 24,498.00
SmartMOBILE (Mobile Computer Terminal / Mobile Reporting)	\$ 235,820.00
SmartADMIN (Administrative Modules)	\$ 31,000.00
Subtotal	\$ 385,303.00

CTS America Services / Training / Project Management / Hardware / etc.	
Third Party Software	\$ 76,649.00
Training & Installation Services	\$ 37,845.00
Project Management	\$ 38,530.30
Data Conversion Services	\$ 30,000.00
Integration Services - estimate on interface to Motorola CAD for dispatch info for reports	\$ 22,000.00
Subtotal	\$ 205,024.30

Total Purchase	\$ 590,327.30
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Annual Maintenance Fee	18%	\$ 73,314.54
<i>Purchase Price includes 1st year of maintenance which begins at initial go-live</i> <i>Maintenance Fees begin 12 months from go-live</i> <i>Maintenance Fees increase 3% annually</i> <i>Fee Includes Product Releases, Upgrades, and 24/7/365 Phone Support</i>		

**Records Management System Solution for
Pembroke Pines PD (RMS, 260 Mobiles, Switch, Admin)**



Item #	Item Description	Part #	Unit	Qty.	Cost	Ext. Price
SmartRMS (Records Management System)						
	Base Package (210 to 400 sworn)	RMS-T2	Per Site	1	\$ 74,000.00	\$ 74,000.00
	Features List: MNI, MBI, Arrest/Warrants, Field Interviews, Trespass Warnings, Pawn, Citations, UCR/NIBRS					
SmartRMS Options						
	Case Management System	RMS-CASE	Per Site	1	\$ 9,995.00	\$ 9,995.00
	Registration Module	RMS-REG	Per Site	1	\$ 4,995.00	\$ 4,995.00
	Bicycle, Gun Permits, Gun Registration, Taxi, etc...					
	Evidence / Property Management Module	RMS-EVP	Per Site	1	\$ 4,995.00	\$ 4,995.00
	Evidence Pocket PC Inventory Application (device sold separately)	RMS-EPC	Per Device	0	\$ 250.00	Optional
	Traffic Accident/Crash Management	RMS-TCRSH	Per Site	1	\$ 7,995.00	no charge
	E-Crash Transmittal to state	RMS-ECR	Per Site	1	\$ 4,995.00	no charge
	E-Citation Transmittal to court	RMS-ECT	Per Site	0	\$ 4,995.00	Optional
CTS America SOFTWARE SUBTOTAL					SUB TOTAL	\$ 93,985.00
RMS Training & Installation						
	Train the Trainer Sessions (Max Size 10)	RMS-TRT	Per 8hr. Class	2	\$ 2,000.00	\$ 4,000.00
	User Classroom Sessions (Max Size 20)	RMS-TUSER	Per 8hr. Class	0	\$ 2,000.00	optional
	One on One RMS Administrator Training	RMS-TSYS	Per 4hr. Class	1	\$ 999.00	\$ 999.00
	"Go Live" on-site support	RMS-TLIVE	Per Day	2	\$ 1,200.00	\$ 2,400.00
	Travel (Airfare)	T-TRVL	Per Person	3	\$ 600.00	\$ 1,800.00
	Lodging/Vehicle/Per Diem	T-DIEM	Per Person/Day	12	\$ 250.00	\$ 3,000.00
					Subtotal	\$ 12,199.00
RMS Data Conversion Services						
	Data Conversion From VisionAire, Anxion, TRACS to SmartRMS	RMS-CONV		1	\$ 30,000.00	\$ 30,000.00
					Subtotal	\$ 30,000.00
RMS Integration Services - Estimate Only Final Pricing to be supplied after final specs are established						
	To Motorola CAD for dispatch info for reports	RMS-SVC		1	\$ 22,000.00	\$ 22,000.00
					Subtotal	\$ 22,000.00
SmartRMS Total					Total	\$ 158,184.00

Custom Crystal Reports can be provided at \$150/hr., \$1000 minimum charge

**Message Switch Solution for
Pembroke Pines PD (RMS, 260 Mobiles, Switch, Admin)**



Item #	Item Description	Part #	Unit	Qty.	Cost	Ext. Price
SmartSWITCH (Mobile Data Switch)						
	Base Package	SWITCH-300	<i>Per Site</i>	1	\$ 9,999.00	\$ 9,999.00
	Query Access CTS RMS System					
	Car to Car / Car to Dispatch messaging					
	CAD Viewer / Mobile Dispatch					
	AVL Support					
	State CIC/NCIC Query Access	SWITCH-RMS	<i>Per Site</i>	1	\$ 4,500.00	\$ 4,500.00
	Mobile Reporting Services	SWITCH-MRT	<i>Per Site</i>	1	\$ 9,999.00	\$ 9,999.00
	Required for mobile reporting					
CTS America SOFTWARE SUBTOTAL					SUB TOTAL	\$ 24,498.00
SWITCH Training						
	One on One Switch Administrator Training	SWITCH-TSYS	<i>Per 4hr. Class</i>	1	\$ 999.00	\$ 999.00
	Travel (Airfare)	T-TRVL	<i>Per Person</i>	1	\$ 600.00	\$ 600.00
	Lodging/Vehicle/Per Diem	T-DIEM	<i>Per Person/Day</i>	2	\$ 250.00	\$ 500.00
					Subtotal	\$ 2,099.00
SmartSWITCH Total					Total	\$ 26,597.00

**Mobile Solution for
Pembroke Pines PD (RMS, 260 Mobiles, Switch, Admin)**



Item #	Item Description	Part #	Unit	Qty.	Cost	Ext. Price
SmartMCT (Mobile Computer Terminal)						
	Base Package (301 - 500)	MCT-T4	Per Mobile	260	\$ 538.00	\$ 139,880.00
	Access to state and NCIC					
	RMS Query Access					
<hr/>						
	Field Based Reporting (Mobile Forms) (51 - 300)	MCT-MRT2	Per Mobile	260	\$ 369.00	\$ 95,940.00
	Incident / Offense / Arrest Reports (Requires CTS RMS)					
	Citations Faulty Equipment					
	Tow log Activity Report					
	Field Interviews Uniform Citations					
<hr/>						
	Mobile Software using MapPoint Maps (maps separate)	MCT-MM	Per Mobile	1	\$ 50.00	no charge
	State Accident/Crash report	MCT-CR	Per Mobile	1	\$ 50.00	no charge
	Boat/Natural Resources Citations	MCT-DNR	Per Mobile	1	\$ 50.00	no charge
CTS America SOFTWARE SUBTOTAL					SUB TOTAL	\$ 235,820.00
MCT Training						
	Train the Trainer Sessions (Max Size 10)	MCT-TRT	Per 8hr. Class	3	\$ 2,000.00	\$ 6,000.00
	User Classroom Sessions (Max Size 20)	MCT-TUSER	Per 8hr. Class	0	\$ 2,000.00	optional
	One on One Mobile Administrator Training	MCT-TSYS	Per 4hr. Class	1	\$ 999.00	\$ 999.00
	"Go Live" on-site support	MCT-TLIVE	Per Day	2	\$ 1,200.00	\$ 2,400.00
	Travel (Airfare)	T-TRVL	Per Person	3	\$ 600.00	\$ 1,800.00
	Lodging/Vehicle/Per Diem	T-DIEM	Per Person/Day	15	\$ 250.00	\$ 3,750.00
					Subtotal	\$ 14,949.00
SmartMCT Total					Total	\$ 250,769.00

**Administration Package for
Pembroke Pines PD (RMS, 260 Mobiles, Switch, Admin)**



Item #	Item	Part #	Unit	Qty.	Cost	Ext. Price
SmartADMIN (Administrative Modules)						
	Base Package (201 to 400 employees)	ADM-T4	Per Site	1	\$ 20,000.00	\$ 20,000.00
	Employee Manager					
	Security Manager					
	Training Module					
	Fleet Management					
	Issued Property					
	SmartReports					
SmartADMIN Options						
	SmartWEB - Incident Reporting by Public	ADM-WEBIR	Per Site	1	\$ 3,500.00	\$ 3,500.00
Crime Analysis Tools						
	CAT Base & Spatial Concurrent - first license	CATBaseSA2_C1R	Per Workstation	1	\$ 7,500.00	\$ 7,500.00
	CAT Base & Spatial Concurrent - second/subsequent license	CATBaseSA2_C2R	Per Workstation	0	\$ 4,500.00	Optional
CTS America SOFTWARE SUBTOTAL					SUB TOTAL	\$ 31,000.00
Administration Training & Installation						
	User Classroom Sessions (Max Size 20)	ADM-TUSER	Per 8hr. Class	1	\$ 1,499.00	\$ 1,499.00
	One on One Admin Administrator Training	ADM-TSYS	Per 4hr. Class	1	\$ 999.00	\$ 999.00
	Travel (Airfare)	T-TRVL	Per Person	1	\$ 600.00	\$ 600.00
	Lodging/Vehicle/Per Diem	T-DIEM	Per Person/Day	2	\$ 250.00	\$ 500.00
					Subtotal	\$ 3,598.00
Third Party Product						
	Quick Scene Diagramming Software **	SC-CZ	Per Vehicle or Wks	260	\$ 100.00	\$ 26,000.00
	Microsoft MapPoint 2010 Maps	SC-MM	Per Vehicle or Wks	260	\$ 175.00	\$ 45,500.00
	ESRI Arcview Concurrent (For CAT)	SC-GIS	Per Workstation	1	\$ 2,649.00	\$ 2,649.00
	ESRI Spatial Analyst Concurrent (For CAT)	SC-SA	Per Workstation	1	\$ 2,500.00	\$ 2,500.00
					Subtotal	\$ 76,649.00
Installation of Crime Analysis by Bradshaw Consulting Services						
	Installation/Configuration/Training Crime Analysis	SC-BICT	Per Site	1	\$ 3,500.00	\$ 3,500.00
	Travel Expense CAT installation/training	SC-BT	Per Site	1	\$ 1,500.00	\$ 1,500.00
					Subtotal	\$ 5,000.00
Admin Total					Total	\$ 116,247.00

Agency is responsible for providing the Microsoft Server & SQL license(s) to support the server hardware selected



CTS America Optional Pricing Summary for Pembroke Pines (CAD addition)

10/9/2012

CTS America Software		
SmartCAD (Computer Aided Dispatch)	\$	129,993.00
Subtotal	\$	129,993.00

CTS America Services / Training / Project Management / Hardware / etc.		
Third Party Software	\$	1,250.00
Training & Installation Services	\$	6,899.00
Project Management	\$	12,999.30
Data Conversion Services	\$	20,000.00
Subtotal	\$	41,148.30

Total Purchase	\$	171,141.30
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Standard Terms		
Due on signing of contract	50%	\$ 85,570.65
Due on go-live of CAD	50%	\$ 85,570.65

Annual Maintenance Fee	18%	\$ 23,398.74
<i>Purchase Price includes 1st year of maintenance which begins at initial go-live</i> <i>Maintenance Fees begin 12 months from go-live</i> <i>Maintenance Fees increase 3% annually</i> <i>Fee Includes Product Releases, Upgrades, and 24/7/365 Phone Support</i>		

Pricing Good For 180 Days

Computer Aided Dispatch Solution for Pembroke Pines (CAD addition)



Item #	Item	Part #	Unit	Qty	Cost	Extended Price
SmartCAD (Computer Aided Dispatching)						
	Base Package (201 to 400 units dispatched)	CAD-T3	Per Site	1	\$ 105,000.00	\$ 105,000.00
	Features List: Multi Jurisdiction, Police./Fire/EMS, GEO Validation, Report # generation, Demographic Data Collection/Reporting, Integrated to RMS/MCTs and other CTS America modules.					
GIS - CAD Mapping Solution						
	ESRI Based Mapping Solution	CAD-GIS	Per Workstation	5	\$ 2,700.00	\$ 13,500.00
	Features List: Call Plotting, Closest unit Recommendation, Vehicle Plotting and Routing, Configurable Icon support, Includes E911 Phase II Support					
SmartCAD Options						
	State/NCIC Access within CAD (Requires SmartSWITCH)	CAD-CIC	Per Workstation	5	\$ 299.00	\$ 1,495.00
	Automatic Vehicle Location (AVL) Support	CAD-AVL	Per Site	1	\$ 4,999.00	\$ 4,999.00
	(Requires Mobile Computers or custom interface)					
	E911 ANI/ALI Data Import Interface	CAD-911	Per Site	1	\$ 4,999.00	\$ 4,999.00
	Fire Station Alarming Capability (Zetron)	CAD-ALRM	Per Site	0	\$ 4,999.00	Optional
	ProQA Data Exchange	CAD-PQA	Per Site	0	\$ 4,999.00	Optional
	Fire Incident Export	CAD-EXP	Per Vendor	0	\$ 4,999.00	Optional
	(Firehouse, EMS Pro, Documed, Fire Programs)					
CTS America SOFTWARE SUBTOTAL					SUB TOTAL	\$ 129,993.00
CAD Training & Installation						
	User Classroom Sessions (Max Size 20)	CAD-TUSER	Per 8hr. Class	1	\$ 2,000.00	\$ 2,000.00
	One on One CAD Administrator Training	CAD-TSYS	Per 4hr Class	1	\$ 999.00	\$ 999.00
	"Go Live" on-site support	CAD-TLIVE	Per Day	1	\$ 1,200.00	\$ 1,200.00
	Travel (Airfare)	T-TRVL	Per Person	2	\$ 600.00	\$ 1,200.00
	Lodging/Vehicle/Per Diem	T-DIEM	Per Person/Day	6	\$ 250.00	\$ 1,500.00
					Subtotal	\$ 6,899.00
Third Party Software						
	ESRI MapObjects Runtime (Required for CAD)	ESRI-MO	Per Workstation	5	\$ 100.00	\$ 500.00
	ESRI NetEngine Runtime (Required for CAD)	ESRI-NER	Per Workstation	5	\$ 150.00	\$ 750.00
					Subtotal	\$ 1,250.00
CAD Data Conversion Services						
	Data Conversion From Legacy CAD to SmartCAD - ESTIMATE	CAD-CONV		1	\$ 20,000.00	\$ 20,000.00
					Subtotal	\$ 20,000.00
SmartCAD Total					Total	\$ 158,142.00

K - Proposal Form

Attached is proposal form (Attachment A) where the vendor will indicate the proposed amounts for completing the work as specified in this agreement. Proposal form shall be signed by the contact person authorized to represent the contractor.

CTS Response:

Attachment A is included on the following pages.

Company Name: CTS America**PROPOSAL FORM****RFP #: IT-12-02****DATE: October 9, 2012**

TO: CITY OF PEMBROKE PINES
 10100 PINES BOULEVARD
 PEMBROKE PINES, FL 33026

IN ACCORDANCE WITH THE “**Request for Proposals**” dated **August 21, 2012** titled
 “**Public Safety (Police) Automatic Records Management and Mobile Computing System**”
 attached hereto as a part hereof the undersigned proposes the following:

A. Purchase Option

1) Cost to provide a Public Safety (Police)
 Automatic Records Management and Mobile
 Computing System including all software and
 related services for the setup, customization,
 installation, training, implementation and the initial
 year of maintenance and support of the system, as
 specified in the RFP.

\$ 590,327

2) Additional cost (if any) and explanation of cost.

\$ _____

B. Financing Option

1) Principal amount to be financed (this should
 match the amount stated in the purchase option
 listed above for the cost to provide the system
 including all software and related services for the
 setup, customization, installation, training,
 implementation and the initial year of maintenance
 and support of the system)

\$ 590,327

2) Interest rate

0 %

3) Monthly payment

\$ 49,194 for 12 months
24,597 for 24 months
16,398 for 36 months
9,839 for 60 months

4) Length of the financing

12, 24, 36, 48 or 60 months
 Page 59

No Penalty for early pay-off

1 ½% per month after 30 days

7) Additional cost (if any) and explanation of cost. \$

C. Lease Option

\$ Not offered (see above)

months

%

\$

\$

Company Name: CTS America**D. Additional Information**

1) Cost of annual maintenance and support after the first year of service.

\$ 73,315 for year two

\$ 75,514 for year three

\$ 77,779 for year four

\$ 80,113 for year five

\$ 82,516 for year six

3) These prices are valid for 180 calendar days after the bid has been opened. Please note: This must be greater than or equal to 120 calendar days after the bid opening.

4) Anticipated number of business days that it will take to complete the overall project.

113 business days

CTS Response: The number of business days that it will take to complete the project will be established and agreed upon in the Statement of Work. In our proposed project plan, the estimated number of days is 113 from signing of the contract and the mutually agreed upon Statement of Work. The plan estimates a development time of 30 days for the Motorola interface. This is an estimate until all the specifications are known and agreed upon.



Company Name: CTS America

Proposal Checklist

Is there at least one original and five copies of the proposal submitted within this package? Yes_____ Initial_____

Is there two electronic copies of the proposal submitted within this package? Yes_____ Initial_____

Are completed Attachments A, B, C, D, E, I & J included in this package? Yes_____ Initial_____

Please confirm receipt of addenda:

I received Addendum # 1 Dated 9/27/2012 Initial_____

I received Addendum # 2 Dated 10/2/2012 Initial_____

I received Addendum # _____ Dated _____ Initial_____

Did you receive any additional addenda? If so, please specify: _____

PLEASE PRINT
NAME_____

COMPANY_____

STREET ADDRESS:_____

CITY & STATE: _____

ZIP CODE: _____ TELEPHONE:_____

E-MAIL: _____

SIGNATURE: _____

TITLE: _____

L - Service Level Agreement

Proposers shall be able to produce a Service Level Agreement that includes details on guarantees of customer support, service escalation process, upgrades, and the dedicated process for improving the software purchased by the City of Pembroke Pines.

CTS Response:

Service and Support

CTS support is available 24/7/365 via a toll-free number for an immediate response by a qualified support technician. When a call is received, a CTS call taker works with agency personnel to immediately resolve user problems. The support technician will be able to address your issues, including connecting to your system to examine the problem, if necessary. The technician also has access to other CTS support personnel if required. Issues that cannot be resolved immediately are prioritized and escalated.

Problem Management and Escalation Procedures

There are three basic levels of support offered by CTS, as described below. In addition to the basic levels, CTS offers a fax line and e-mail support capability so questions that require supporting documentation can be communicated immediately.

Level 1 Support

- General questions
- Basic training
- Configuration questions

Level 1 support includes the following Help Desk capabilities:

- Fielding all end user requests for assistance
- Creating service requests or trouble tickets for tracking an issue from the initial report through closure
- Identification of the source of the issue
- Referring issues to second-level support group, third-party providers, or in-house application development for resolution
- Maintaining a database of problems and resolutions used to resolve future issues

Level 2 Support

- Advanced issues which Level 1 could not resolve, such as:
 - Application errors
 - Table errors
 - Networking issues
 - System lock up or failure

Only authorized support technicians, such as IT staff, should have access to Level 2 support services (end-user calls will be handled by the Level 1 help desk as described above). When a call is received, a call taker works with the agency to immediately resolve errors using our knowledge base of resolutions. When such resolution is not possible, the call is escalated to Level 3 Support.

Level 3 Support



- Advanced issues where it becomes necessary to involve senior engineers or database administrators, such as:
 - Officer safety
 - Communications failure
 - Incorrect data or information returned to MDC users

With Level 3 Support, CTS' lead engineer determines the severity of the call and assigns it to the appropriate engineer for resolution. When the call is completed, the engineer notifies the support desk of the solution and notes the solution in the knowledge base. The agency is then notified as to resolution and any instructions for correcting the problem.

In the event of a system failure, efforts would first be made to bring the system online using telephone support. Further efforts toward resolution would be made using remote access connectivity. As a last resort, CTS staff could arrive on-site within 24 hours to assist with bringing the system back online.

Priority Levels

Priority Level	Definition	Response Time/Resolution
1	Total System Failure – occurs when the System is not functioning and there is no workaround; such as a central server is down or when the workflow of an entire agency is not functioning. Issues affecting officer safety.	Telephone conference within (1) hour of initial voice notification.
2	Critical Failure – Critical process failure occurs when a crucial element in the system is not functioning that does not prohibit continuance of basic operations and there is usually no suitable work around. Note that this may not be applicable to intermittent problems.	Telephone conference within (3) Standard Business Hours of initial voice notification.
3	Non-Critical Failure – Non-critical part or component failure occurs when a system component is not functioning, but the system is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within (6) Standard Business Hours of initial notification.
4	Inconvenience – An inconvenience occurs when system causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within (2) Standard Business Days of initial notification.
5	Enhancement Request - Customer request for an enhancement to system functionality.	Determined by CTS product management.

Average Response Time

The average response time is 15 minutes or less. CTS maintains 24 hour software support. When a call is received during normal business hours of 8:00 a.m. to 5:00 p.m. (CT), the response time is immediate. Depending on the nature of the issue and the assigned priority, the call is elevated as needed until resolution.

When a call is received after normal business hours, an on-call support person will return the call within fifteen minutes. It should be noted that priority calls and emergency calls take precedence over routine requests for information.

For non-critical support issues received after 5:00 p.m. or on weekends and holidays, users have the option of contacting support via e-mail or voice mail which will be returned the following business day.

Response time is defined as the amount of time it takes CTS support staff to return a support call.

Product Upgrades and Future Enhancements

Multiple times a year, CTS releases upgrades to our products that enhance functionality and provide maintenance updates. Upgrades consist of three types: Major, Minor, and Priority.

Major releases contain significant new development and feature enhancements to the applications. Major releases typically include database changes in addition to enhancements that affect the version number of the software. For example, with a major release SmartRMS version 5.3 becomes SmartRMS version 6.0.

It is important to note that CTS goes to great lengths to ensure that upgrades to the product do not disrupt the daily operation of the users. Agency administrators have ample time to review new features and decide whether to implement.

Minor revisions typically occur on a quarterly basis and include a limited number of enhancements along with minor modifications. Using the example above, a minor release increases SmartRMS version 5.3 to version 5.4.

Priority updates are not dependent upon a fixed development or scheduling cycle. Priority maintenance repairs are performed as required or as needed and involve issues relating to officer safety, compliance with state mandated requirements, or issues affecting the software that require immediate attention.

CTS will notify the agency that an update is available and coordinate a schedule to install the update. Updates are normally accomplished remotely through high-speed Internet connectivity, or alternatively with the distribution of CDs.

Documentation Updates

Documentation is included with each software release. Release notes accompany each CTS software release and summarize all enhancements and corrections included in the release. Help and user manuals are updated as necessary to keep the user documentation in sync with the software applications.

M - Standard Qualifying Data, Forms, and Certifications

1. *City of Pembroke Pines Vendor Information Form and a W-9 (Attachment B).*
2. *Non-Collusive Affidavit (Attachment C).*
3. *Sworn Statement on Public Entity Crimes Form (Attachment D).*
4. *Proposer's Completed Qualification Statement (Attachment E).*
5. *Local Vendor Preference Certification, if applicable (Attachment F).*
6. *Proof of Insurance according to the requirements included in this RFP. See attached Sample Insurance Certificate (Attachment G).*
7. *Mandatory Site Visit Confirmation Form (Attachment I).*
8. *Specification Compliance Form (Attachment J).*

CTS Response:

The forms listed above as items 1 through 7 are included on the following pages. Item 8, Specification Compliance Form (Attachment J) is included under a separate tab.

CTS America is including exceptions to Attachment H and has included those exceptions in this section.

(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and email to accountspayable@ppines.com

City of Pembroke Pines
Office of the City Clerk
10100 Pines Boulevard
Pembroke Pines, FL 33026

Vendor Information Form

Operating Name (Payee)	SmartCop, Inc d/b/a CTS America		
Legal Name (as filed with IRS)	SmartCOP, Inc		
Remit-to Address (For Payments)	180 N. Palafox Street		
	Pensacola, FL 32503		
Remit-to Contact Name:	Renae Gardner	Title:	Accounting Manager
Email Address:	renae.gardner@cts-america.com		
Phone #:	850-429-0082	Fax #	850-429-0522
Order-from Address (For purchase orders)	180 North Palafox Street		
	Pensacola, FL 32502		
Order-from Contact Name:	Jim Benson	Title:	C.O.O.
Email Address:	jim.benson@cts-america.com		
Phone #:	850-429-0082	Fax #	850-429-0522
Return-to Address (For product returns)	180 North Palafox Street		
	Pensacola, FL 32502		
Return-to Contact Name	Jim Benson	Title:	C.O.O.
Email Address:	jim.benson@cts-america.com		
Phone #:	850-429-0082	Fax #	850-429-0522
Payment Terms:	Due upon receipt		

Type of Business (please check one and provide Federal Tax identification or social security Number)

☒ Corporation

Federal ID Number: 59-3668195

☐ Sole Proprietorship/IndividualSocial Security No.: ☐ Partnership☐ Health Care Service Provider☐ LLC - C (C corporation) - S (S corporation) - P (partnership)☐ Other (Specify):

Name & Title of Applicant

James E. Benson, Chief Operating Officer

Signature of Applicant

James E. Benson

Date

8/30/12

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
SmartCOP, Inc

Business name/disregarded entity name, if different from above
CTS America

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
180 North Palafox Street

City, state, and ZIP code
Pensacola, FL 32502

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

Employer identification number

5	9	-	3	6	6	8	1	9	5
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** *[Signature]* **Date** 10/19/2011

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



City of Pembroke Pines

NON-COLLUSIVE AFFIDAVITSTATE OF FloridaCOUNTY OF Escambia

Jim Benson being first duly sworn, deposes and says
that:

BIDDER is the
Officer,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By James E Benson

Subscribed and sworn to before me this 25th day of September, 2012.

NOTARY PUBLIC-STATE OF FLORIDA
Donna J. Gilbert
Commission #DD861636
Expires: APR 04, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

Donna J. Gilbert
Notary Public (Signature)

My Commission Expires:
4-4-13



**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by SmartCOP, Inc. (name of entity submitting sworn statement) whose business address is and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3668195. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
2. My name is James Benson and my
(Please print name of individual signing)
relationship to the entity named above is Chief Operating Officer.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest



in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

___ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)



City of Pembroke Pines

Bidder's Name

Signature

Date: 9/24/12

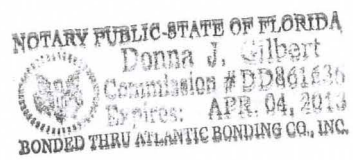
State of: Florida

County of: Escambia

The foregoing instrument was acknowledged before me this 25th day of September, 2012, by James E. Benson, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Donna J. Gilbert
Notary Name, Printed, Typed or Stamped



Commission Number: DD861636

My Commission Expires: 4-4-13



PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

SmartCOP, Inc. (dba CTS America)
180 N. Palafox Street
Pensacola, FL 32502

Contact Person's Name and Title: **Jim Benson, Chief Operating Officer**

PROPOSER'S Telephone and Fax Number: **850-429-0082 (ph) 850-429-0522 (fax)**

PROPOSER'S License Number: **State Registration is attached.**

(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: **59-3668195**

Number of years your organization has been in business **24**

State the number of years your firm has been in business under your present business name:
12

State the number of years your firm has been in business in the work specific to this RFP:
24

Names and titles of all officers, partners or individuals doing business under trade name:

George Kay Stephenson – President and Chief Executive Officer
Shane Lincke – Chief Technical Officer and Vice President
James E. Benson – Chief Operating Officer
Martin Levin – Chief Financial Officer
Wayne Stephenson - Comptroller

The business is a: Sole Proprietorship Partnership Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)



Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

The company has always operated using the corporate name of SmartCOP, Inc or d/b/a CTS America. There are no other names for the business. The corporation and Board of Directors were established in 2000. The company is in the business of providing software for public safety agencies.

At what address was that business located?

The company was originally located on East Cedar Street in Pensacola, and after that at 270 N. Palafox in Pensacola, and currently at 180 N. Palafox, Pensacola, Florida.

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Per Addendum #1 dated 9/27/2012, a performance bond is not required for this procurement.

Have you ever failed to complete work awarded to you. If so, when, where and why?

CTS America was a subcontractor to Affiliated Computer Services, Inc. (ACS) on an award from Oklahoma City in 2004. Due to disagreements with ACS, we cancelled our work to be done. There is currently a lawsuit pending. CTS and ACS are suing each other as a result of differences that resulted in a parting between CTS and ACS. CTS and ACS are asserting claims against each other in the amounts of \$2 - \$5 million, of which both sides have insurance coverage to the full extent of the opposing claims.

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes, the proposed work has been reviewed and a tentative plan has been developed and is included in the proposal. After award, a Statement of Work (SOW) will be mutually agreed upon with Pembroke Pines and the work will be completed as agreed to in the SOW.



Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

CTS America will use some third party software to complete the solution required. We will not use any subcontractor that provides 10% or more of the work required.

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

None

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

None

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

- 1) **CTS America has one lawsuit filed against it. This litigation, in which CTS is a defendant and a counter plaintiff, arises out of a disagreement involving a contract from 2004 in which CTS was a subcontractor to Affiliated Computer Services, Inc. (ACS). CTS and ACS are suing each other as a result of differences that resulted in a parting between CTS and ACS. CTS and ACS are asserting claims against each other in the amounts of \$2 - \$5 million, of which both sides have insurance coverage to the full extent of the opposing claims.**
- 2) **In another instance, CTS was sued by an agency but both parties agreed to drop the lawsuit. The litigation, in which CTS was a defendant and a counter plaintiff, occurred from a disagreement involving a contract with Escambia County Public Safety. Escambia County claimed that CTS failed to go live on the contract and CTS claimed it was ready and willing to go live, and in fact, demanded it; yet Escambia County failed to do so. CTS and Escambia County Public Safety sued each other as a result of this difference. The litigation was settled out of court with no money involved when both parties agreed to drop the lawsuit.**

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.



SmartCOP, Inc. is one of five named defendants in a lawsuit in which Deputy Melissa Powers died in a one car auto accident. She was traveling in excess of 100 m.p.h. in a 45 m.p.h. speed zone. She was responding to her sergeant's last known location. The sergeant had failed to reveal his whereabouts after he exited his vehicle to attend to personal matters at his private place of business. The allegation against SmartCOP is that the sergeant's GPS was not operating and he had unplugged it because it was not operating. The GPS was not a product supplied by SmartCOP or sold by SmartCOP, and SmartCOP (as well as all other defendants) are vigorously defending liability.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

No

Are you an ☒ Original provider ☐ sales representative ☐ distributor ☐ broker ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

No

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No



Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

Contracts of similar size and complexity of the City of Pembroke include the following:

1) Douglas County GA Sheriff's Office

CTS America was awarded the contract with Douglas County, GA Sheriff's Office on February 26, 2011. The project provided for the delivery of RMS, JMS, Mobile Reporting, Mobile Computer Terminals (MCT), Administrative applications, and SmartWEB. In addition, data conversion of Civil, CAD, Offense, Arrest, Warrants, and Jail was completed. On-site training was provided for 300 staff members. As of September 5, 2012, all applications, with the exception of Evidence are live. We are currently completing the data conversion of the Evidence application and when complete, users will be trained.

2) Putnam County FL Sheriff's Office

CTS America was awarded the contract with the Putnam County, FL Sheriff's Office in October 2010. The contract included the delivery, implementation, and data conversion for CAD, RMS, JMS, Mobile Reporting, and MCT. Interfaces were provided and on-site training was conducted for approximately 100 officers. The agency went live with the CAD and MCT software in May 2011, RMS and Mobile Reporting in August 2011, and JMS in November 2011.

3) Gadsden County FL Sheriff's Office

CTS America contracted with the Gadsden County FL Sheriff's Office in April 2010. Initially, the project was only for JMS. A few weeks later, the agency added CAD, RMS, Mobile Reporting, and MCT. Interfaces were provided to Livescan, Courthouse citation exports, Inmate Commissary, and Inmate Telephone Systems. On-site training was conducted for approximately 100 officers. The project included data conversion for active warrants, Civil, and Evidence. The agency went live with JMS in August 2010, MCT and Mobile Reporting in November 2010, and CAD in May 2011. Additionally, the agency added the emergency management staff as a sub agency in March 2012 which included the use of the MCT in ambulances.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

By: _____

(Signature)

State of Florida

Department of State

I certify from the records of this office that SMARTCOP, INC. is a corporation organized under the laws of the State of Florida, filed on November 30, 2000.

The document number of this corporation is P00000111739.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on January 5, 2012, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Nineteenth day of September, 2012*

Ken DeFries

Secretary of State



Authentication ID: 200239804002-091912-P00000111739

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

APPLICATION FOR RENEWAL OF FICTITIOUS NAME

REGISTRATION# G05077700152

Fictitious Name: CTS AMERICA

FILED
Jun 12, 2010
Secretary of State
G10000057724

Current Mailing Address:

270 NORTH PALAFOX STREET
PENSACOLA, FL 32502

New Mailing Address:

180 NORTH PALAFOX STREET
PENSACOLA, FL 32502

Current County of Principal Place of Business:

ESCAMBIA

New County of Principal Place of Business:

Current FEI Number:

New FEI Number:

59-3668195

Current Owner(s):

Document #: P00000111739 () Delete
FEI #: 59-3668195
Name: SMARTCOP, INC.
Address: 270 NORTH PALAFOX STREET
City-St-Zip: PENSACOLA, FL 32502

Additions/Changes to Owner(s):

Document #: P00000111739 (X) Change () Addition
FEI #: 59-3668195
Name: SMARTCOP, INC.
Address: 180 NORTH PALAFOX STREET
City-St-Zip: PENSACOLA, FL 32502

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I understand that the electronic signature below shall have the same legal effect as if made under oath.

WAYNE STEPHENSON

06/12/2010

Electronic Signature(s)

Date

Certificate of Status Requested ()

Certified Copy Requested ()

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

FILED
Mar 18, 2005 8:00 am
Secretary of State03-18-2005 90003 009 *****80.00
G05077700152

Section 1

1. CTS America
Fictitious Name to be Registered (see instructions if name includes "Corp" or "Inc")
- 270 North Palafox Street
Mailing Address of Business
Pensacola, Florida 32502
City State Zip Code
3. Florida County of principal place of business: Escambia
(see instructions if more than one county)

526942

This space for office use only

Section 2

A. Owner(s) of Fictitious Name If Individual(s): (Use an attachment if necessary):

1. Last First M.I.
Address
City State Zip Code
2. Last First M.I.
Address
City State Zip Code

B. Owner(s) of Fictitious Name If other than an individual: (Use attachment if necessary):

1. SmartCOP, Inc.
Entity Name
270 North Palafox Street
Address
Pensacola, Florida 32502
City State Zip Code
Florida Registration Number P00000111739
FEI Number: 59-3668195
☐ Applied for ☐ Not Applicable
2. Entity Name
Address
City State Zip Code
Florida Registration Number
FEI Number:
☐ Applied for ☐ Not Applicable

Section 3

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. In accordance with Section 865.09, F.S., I (we) understand that the signature(s) below shall have the same legal effect as if made under oath. (At Least One Signature Required)

SmartCOP, Inc., a Florida corporationBy: G. Kay Stephenson
Signature of Owner
G. Kay Stephenson
Its President

Signature of Owner Date

Phone Number: (850) 438-7272

Phone Number: _____

Section 4

FOR CANCELLATION COMPLETE SECTION 4 ONLY:**FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:**

I (we) the undersigned, hereby cancel the fictitious name _____
_____, which was registered on _____ and was assigned
registration number _____

Signature of Owner

Date

Signature of Owner

Date

Mark the applicable boxes

☐ Certificate of Status — \$10☐ Certified Copy — \$30**NON-REFUNDABLE PROCESSING FEE: \$50**

Single CR4E001 (11/03)



LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

The preference is used to evaluate the submittals received from bidders are assigned point totals, a preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.

☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference.

COMPANY NAME: SmartCOP, Inc. (dba CTS America)

AUTHORIZED SIGNATURE: James E. Benson



CERTIFICATE OF LIABILITY INSURANCE

SMART-1

OP ID: A4

DATE (MM/DD/YYYY)

03/05/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Div, Pensacola 1701 West Garden Street Pensacola, FL 32502 Alan D. Moore, CPCU		850-432-7474 850-438-4678	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Smart Cop, Inc. Martin Levin 180 North Palafox Street Pensacola, FL 32502		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich Insurance Services, Inc INSURER B: Zenith Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC		PPS00935934	06/01/11	06/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PPS00935934	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		PPS00935934	06/01/11	06/01/12	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) Yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		Z067404906	06/05/11	06/05/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exceptions to Attachment H, Specimen Contract

CTS America takes exception to the following articles appearing in the specimen contract and suggests the wording be changed as noted in **bold** typeface or with a ~~strike through~~.

Article 3, Term and Termination

3.1 CONTRACTOR shall perform the ~~maintenance services~~ **free warranty** associated with the ~~Property~~ **software** as identified in Exhibit "A" attached hereto and made part hereof, ~~for an initial two (2) year period commencing on _____ and ending on _____~~ **for 12 months after software go-live. On-going support and maintenance beyond the warranty period will continue as long as the annual maintenance fees shown in the Cost Proposal are paid.**

Article 6, Performance Bond

Per Addendum #1, dated September 27, 2012 a performance bond is not required.

Article 7, Indemnification

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party ~~arising out of, by reason of, or resulting from~~ **caused by the** CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

Article 16, Default of Contract & Remedies

This is a contract for software and software services and because of that; CTS America suggests that 16.1.2 Liquidated Damages and 16.1.3 Correction of Work be stricken from the contract as these items pertain to a construction project.

Article 18, Dispute Resolution

18.2 Operations During Dispute

18.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement ~~as interpreted by CITY~~ regardless of such dispute.

Article 19, Miscellaneous

Please add item 19.1.1 Software Licensing

CTS America is not granting the City of Pembroke Pines, either directly or by implication, any right, title or interest in CTS America's Software Products, applications, software, code and/or systems. The City of Pembroke Pines is acquiring the perpetual right to utilize the run-time version of CTS America's Software Products (including the incorporated third party software)



that are current as of the time of the termination of the contract between CTS America and the City of Pembroke Pines. The City of Pembroke Pines agrees not to disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, or derive code from any of CTS America's Software Products, applications, software, code and/or systems, or permit or encourage any third party to do so. Under no event shall the City of Pembroke Pines transfer, assign and/or sell the run-time version, the object code or the source code of CTS America's Software Products, applications, software, code and/or systems to any person or entity.



City of Pembroke Pines

Mandatory Pre-Bid/Site Visit Confirmation Form

Jim Benson, who is a representative of
(Printed name of Contractor's representative)

CTS America PERSONALLY came and appeared
(Contractor's Company)

before me and affirms that they have completed the mandatory pre-bid/site visit on this the

11 day of September, 20 12 as required by:

Solicitation #: 1T-12-02

Solicitation Title: Public Safety (Police) Automatic Records
mgmt and Mobile Computing System.

Jim Benson
(Contractor Representative's Printed Name)

Jim Benson
(Contractor Representative's Signature)

CTS America
(Contractor's Company)

850-429-0082
(Contractor's Phone Number)

9/11/12
(Date)

Christina Sorensen
(City Representative's Printed Name)

Christina Sorensen
(City Representative's Signature)

Purchasing Division
(City Representative's Department)

954-704-1259
(City Representative's Phone Number)

9/11/12
(Date)

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Company Name: **CTS America**

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Company Name: CTS America

SPECIFICATIONS

Proposers should show what is offered including any substitutions or deviations from the description and specifications listed below. Proposers should attach additional information to explain any substitutions or deviations, this additional information should be referenced in the respective “exceptions” column of the table below. The product offered by the bidder must on an overall basis be equal or greater in quality or performance than the bid specifications. The City of Pembroke Pines reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection.

General Specifications

1.0 General

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
1.01	The proposer must have experience with mobile implementations in at least five, large (over 150 sworn officers), agencies within the state of Florida.	✓		
1.02	The proposed system must support its own fully integrated CAD system as an optional feature.	✓		
1.03	The proposer must have a documented interface to interact with Motorola Printrak CAD system or comparable CAD system.	✓		
1.04	All CAD information must be available within the system.	✓		
1.05	Every entry into the proposed system should be available on any module within the system without having to enter it again.	✓		
1.06	Any query into the system will search all modules within the system.	✓		
1.07	The proposed system must be designed for 99.9% availability.	✓		
1.08	All of the modules in the system should be of a uniform design.	✓		
1.09	The system should be a Windows or Unix server-based system where all reports written within the system must be immediately available for review from other computers.	✓		
1.10	The system must be fully functional when it is installed.	✓		
1.11	The proposer must provide a system that eliminates redundant data entry, and allows for sharing of common files.	✓		
1.12	The proposer must provide a user-friendly, windows-type interface.	✓		

Company Name: CTS America

1.13	All solutions/equipment in this specification must be delivered, installed, and operational within six (6) months of the award date.	✓		
1.14	The proposer must include a system with a maximum response time of five (5) seconds for search/display of records.	✓		
1.15	The proposer must be a Florida DHSMV approved E-Crash and E-Citation vendor.	✓		

2.0 Security

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
2.01	The system should include the capability to restrict users to a single log-on, based on user rights.	✓		
2.02	Permissions shall be role-based in the system with the ability for system administrators to create/modify these roles. The system should include single sign-on capability.	✓		
2.03	The system must have the ability of encrypting user passwords when transmitted from the workstation to the server and on the database.	✓		
2.04	The system must include the ability for administrators to control log-on accounts and passwords.	✓		
2.05	The system must include the capability to integrate into Windows Active Directory for user authentication.	✓		RMS: Yes Mobile: No due to FBI requirements for Advanced authentication
2.06	The system must include the ability to enforce "strong passwords" as defined by current CJIS / FBI guidelines.	✓		

3.0 System Requirements

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
3.01	The proposer should provide site-licensing for all core modules when available and/or more cost effective.	✓		
3.02	The proposer must include all minimum hardware specifications for all devices.	✓		
3.03	The proposer must include an application that is compatible with Microsoft Windows XP Sp2 and newer, Microsoft IIS 6.0, and SQL server platforms.	✓		Requires IIS 7.0
3.04	The proposer must include support with installations of software during implementation.	✓		
3.05	The proposer must include multi-screen capability.	✓		

Company Name: CTS America

3.06	The proposed system must be able to remotely deploy all updates to the system to include Mobile Data terminals with minimum impact to end users.	✓		
3.07	The system must have spell check and automatic field filling capability.	✓		
3.08	The proposer must include the capability to store data in a relational database with table-driven design. The proposer will provide to the agency all passwords needed to access the database.	✓		
3.09	The proposer must include the capability to perform system backups without system degradation or interruption.	✓		
3.10	The proposer must include the capability to roll-back data to the backup.	✓		
3.11	The system must include the capability to archive data and the ability to search data.	✓		
3.12	The system must maintain a history of all modifications.	✓		
3.13	The proposer should include the capability to perform ad-hoc queries and reports on the audit history of any record(s) or user(s).	✓		
3.14	The proposer must include the capability of Report number assignment. All other modules will have access to the report number.	✓		
3.15	The proposer must provide a system in which all sub-systems accept information from each other in a completely seamless manner.	✓		
3.16	The proposer must provide a system that captures all required UCR data.	✓		
3.17	The proposer must include the capability to allow authorized users to reset any system generated number. This capability should be a configuration option allowing for manual or automatic change-over (New Year) as required by the agency.	✓		
3.18	The proposer should include the capability to utilize electronic signature equipment (signature pad) to the maximum extent possible through-out the system.	✓		
3.19	The proposer must provide, as part of the maintenance agreement, software changes as required when new state or federal laws are enacted and impact such things as; data entry, reporting, security and other related areas.	✓		
3.20	The proposer must provide a system that uses to the maximum extent possible; the process of single point of entry concept, where data entered into any of the modules	✓		

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	is immediately available to all other modules if that data is needed.			
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4.0 Training, Support and Documentation

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
4.01	The proposer must provide on-site training and all training manuals required for that class.	✓		
4.02	The proposer will include as part of this proposal user acceptance testing. Any problems detected must be fixed prior to go-live.	✓		Any problems encountered during user acceptance testing will be prioritized and resolved according to a mutually agreed timeline. With consensus, minor issues may be resolved post GoLive, as part of the System Tuning task during the Closure Phase of the project.
4.03	The proposer must include implementation and continuous support plans for all users of the system. This support shall include twenty-four hour per day help desk support via a toll-free number.	✓		
4.04	The proposer should include on-site support personnel capabilities for problem resolution beyond phone/VPN.	✓		
4.05	The proposer should include a projected schedule of periodic updates to system software to include written documentation on overall impact to system and user interfaces.	✓		
4.06	The proposer must provide warranty information with their response. The proposer should provide the cost of annual support required for five years. Each year should be listed separately.	✓		
4.07	The proposer should include detailed technical system documentation that describes the system as-built architecture and data structure.	✓		



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4.08	The proposer must include all data dictionaries to include at least the following: field name, field definition, field length, field type, field rules/integrity checks, originating source, general edits and table name(s).	✓		
4.09	The proposer should include the capability to create accurate, up-to-date hard copy versions of any on-line documentation. The agency must be able to reproduce any of these manuals to meet internal needs.	✓		
4.10	The proposer should provide electronic updates to documentation manuals periodically as system capabilities change.	✓		
4.11	The proposer must include complete system administrator documentation.	✓		

Company Name: CTS America**5.0 System Expandability and Future Options**

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
5.01	The design of the system must be compatible with current and future initiatives, such as Mobile Data, AVL (Automatic Vehicle Location), 911 ANI/ALI. This would include all interface requirements for Motorola Printrak.	✓		Design is compatible. Additional pricing would apply for custom interfaces.

6.0 Printing

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
6.01	The proposer must include the capability to print to any local or network-attached printer.	✓		
6.02	The proposer must include the capability to control printing of non-public data.	✓		
6.03	The proposer should include the capability for exporting reports into ASCII/CSV/XLS/XML formats.	✓		
6.04	The proposer should include the capability to restrict printing of data.	✓		

7.0 Performance and Availability

The following performance and availability requirements shall apply to all components of the system:

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
7.01	The proposer should include the capability for the system to be configured in a manner that ensures a high level of availability and redundancy.	✓		
7.02	The proposer must include the capability to ensure an uptime of at least 99.9%.	✓		
7.03	The proposer must include the capability for the system to be configured in a manner such that the failure of any single component shall not cause a system failure.	✓		
7.04	The proposer must include a robust reporting tool that can generate ad-hoc reports as an internal function or with other third-party tools such as Crystal Reports or similar.	✓		
7.05	The proposer should include the capability to distribute reports via E-mail, fax or hard copy.	✓		

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7.06	The proposer must include the capability to preview reports.	✓		
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8.0 Data Conversion/Migration

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
8.01	The proposer must provide a cost and time projection for successfully converting current data for system implementation with documented data validation process and acceptance review and sign off prior to go-live implementation.	✓		

9.0 Personnel/ Employee Management

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
9.01	The system must include the capability to collect basic information pertaining to all personnel working for the department. Information may include names, addresses, physical characteristics, assigned equipment, emergency contact information, education, special skills, classifications (e.g., sworn/non-sworn) and rank histories.	✓		
9.02	The system should include the capability to track training history and the classification process (this may be accomplished in another module, if so, annotate with appropriate information).	✓		
9.03	The system should include the capability to capture the following: <ul style="list-style-type: none"> • Training events • Personnel summary, based on varying search criteria • Personnel detail • Training and certification scheduling • Pending certification and skill expiration • Issued equipment based on varying search criteria • Health maintenance requirements for duty status 	✓		CTS does not capture information regarding "health maintenance requirements".
9.04	The system must include the ability to do individual or group paging of all employees.	✓		
9.05	The system must include the ability to assign radio call numbers to all employees and integrate with the vendors CAD.	✓		
9.06	The system must include the ability to assign radio call	✓		

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	numbers and activate them all at a chosen point in time.			
9.07	The system must include the ability to archive or hide former employees' information and the ability to reactivate them as a current employee.	✓		

10.0 Equipment and Asset Management

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
10.01	The system must include the capability to enter/track/report on equipment that is issued or used by agency personnel.	✓		
10.02	The system should provide the capability to track the equipment by use of bar-coding, RFID or other means to expedite inventory control.	✓		
10.03	The system should include the capability to store photographs of the equipment.		✓	
10.04	The system must include the capability of generating reports to support physical inventory and audit, equipment in repair or disposal status, and location of all assets.	✓		
10.05	The system must include the capability of entering detailed descriptive characteristics data, associated identifiers, and any agency-specific unique identifier(s), such as inventory control number.	✓		
10.06	The system should include the capability to record information about equipment condition and maintenance. Information collected includes: reason for repair, costs, date of repair, maintenance location, date expected back in service, date returned to service, and date of next scheduled maintenance.	✓		
10.07	The system should include the capability to support the following outputs: <ul style="list-style-type: none"> Physical inventory report, based on varying search criteria (e.g., category, age, and location) Physical inventory exception report Check-in/check-out log Equipment history 	✓		Does not provide Physical inventory exception report. Can be created by PD via SmartReports.
10.08	The system should include the ability to utilize user defined searches based on captured data fields and save them for future use.	✓		
10.09	The system should include the ability to categorize items based on funding source of purchase (i.e. purchased with	✓		

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grant funds, capital assets, seizure funds, etc.)			
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Records Management System**11.0 General Requirements**

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
11.01	The following are general requirements of the RMS that should be available: <ul style="list-style-type: none"> • Single point of entry wherever possible • Maximum use of code tables • Ability to enter/query narrative(s)/text fields • Validation upon data entry (i.e. logical edits, edit checks for all fields) • Entry into RMS should automatically submit data to external sources as defined by agency. 	✓		
11.02	The system should provide the capability to reuse and/or import data returned from external sources in order to eliminate redundant data entry where useful.	✓		
11.03	The system must include the capability to attach photographs to case reports.	✓		
11.04	The system must have the ability to electronically send all files, images, attachments, and reports to a designated destination such as the State Attorney's Office, in a single file.	✓		

12.0 Master Indices

Master indices eliminate redundant data entry by allowing the reuse of previously stored information and automatically update the master indices upon entry of new information.

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
12.01	The RMS must have basic master indices that correlate and aggregate information in the following areas: <ul style="list-style-type: none"> • Persons • Locations • Property • Conveyances (vehicles) and • Organizations (including businesses and gangs). 	✓		
12.02	The system must give the user the option of determining whether there is a match based on existing data.	✓		

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12.03	The system should support the validation and linking of addresses, commonplace names, and intersections.	✓		
12.04	The system must support query and retrieval by name, vehicle, location, organization and/or property to produce a comprehensive response displaying all related records in the system.	✓		

13.0 Master Name Index

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
13.01	The RMS must utilize a Master Name Index (MNI) function to link individual master name records to every event in which the individual was involved or associated. Every person identified within these events is given a Master Name record. In querying an individual MNI record, the user would also be able to view all associated records as well as the associates of that individual.	✓		
13.02	The system must have the capability to view possible matches for the name so that the user can make the matching decision.	✓		
13.03	The system should have the capability to search any field in the name file.	✓		
13.04	The MNI must, at a minimum, in addition to names, capture and maintain the following information: <ul style="list-style-type: none"> Physical Characteristics (e.g. current and past descriptors) Race and Ethnicity Location history (e.g. current and past) Employer Information (e.g. current and past, to include occupation) Telephone Numbers (e.g. current and past) Known Associates Multiple Alias Names/Monikers Available Mug Shot(s) and photographs Multiple Identification (e.g. current and past, to include: Social Security, Drivers Licenses, Local and County ID) NCIC Fingerprint Classification Modus Operandi (MO) 	✓		MO is captured within the reports associated with (linked to) the Person.
13.05	The system must provide the capability to permit a record or report to be unlinked from a MNI and re-linked to another MNI record.	✓		

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13.06	The system must provide the capability to allow two or more MNI records to be merged into one record.	✓		
13.07	The system must provide the capability to inquire on addresses or names of individuals when only a portion of the name or address is known.	✓		
13.08	The system must provide the capability to output the final results of a search to a file or printer.		✓	

14.0 Master Vehicle Index

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
14.01	The RMS must utilize a master vehicle function to link vehicle data to an incident and/or master name. This system should provide the agency with detailed, searchable information.	✓		Provided within the MNI; Vehicle data is captured within the reports associated with (linked to) the Person.
14.02	The RMS must provide the capability to search on any field in the MVI.	✓		

15.0 Master Property Index

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
15.01	The RMS must utilize a master property function to link all property data entered into the system. Each record should be catalogued by using unique property characteristics such as make, model, brand, description, distinguishing characteristics, serial number, etc. The system should utilize coding standards such as NCIC property codes during the entry of property records.		✓	

16.0 Initial Incident Report

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
16.01	The RMS must include the capability to establish a primary officer with overall responsibility for completion of the report.	✓		
16.02	The system must provide the capability to allow for the primary officer to be transferred to other officers during the life of the report.	✓		
16.03	The RMS system incident report must contain sufficient information to comply with all state and national reporting requirements to include required fields for state approved incident forms.	✓		



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16.04	The RMS system incident report must allow for an unlimited amount of free-text fields of narrative information and unlimited page counts.	✓		
16.05	The RMS system must provide the capability to search narrative information for specific word(s) or phrase(s).	✓		
16.06	The Incident Report function should include the capability to perform entry/query capabilities into the NCIC system via the interface using current record information.	✓		Currently being tested in Florida.

17.0 Supplemental Report

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
17.01	The RMS system must have the capability to query and retrieve the initial Incident Report and use it as a baseline document for the Supplemental Report.	✓		
17.02	The system must have the capability to submit/re-submit the Supplemental Report (report with changes) to a supervisor electronically for review.	✓		
17.03	The system must have the capability for multiple officers to simultaneously create/add supplemental reports regarding the same event.	✓		
17.04	The system must have the capability to link all supplemental reports to the original report.	✓		
17.05	The Supplemental Report function should include the capability to perform entry/query capabilities into the NCIC system via the interface using current record information.	✓		Currently being tested in Florida.

18.0 Report Review

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
18.01	The RMS must include the capability to lock incident reports from further edits at a point determined by the agency. This does not preclude the viewing of the document by those with access permissions, but the ability to block access should be a capability.	✓		
18.02	The system must provide the capability for supervisors to receive, review and approve Incident Reports online, and to electronically respond to submitting officers and investigators regarding report quality and accuracy issues.	✓		



19.0 Investigative Case Management

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
19.01	The RMS must include a Case Management function for incidents that require further investigation or follow-up may be referred to an investigator before they are closed or submitted to the prosecutor for a charging decision. The assignment may be made to a patrol officer, or the department's investigative unit. The system should be able to assign case responsibility and task responsibility.	✓		
19.02	The Case Management function should include the following functions, but not limited to, capturing and storing investigation data, conducting interviews and photo lineups, and producing supplemental reports. Investigators may also initiate criminal charges and obtain and execute both search and arrest warrants. The agency should also have the capability to define specific activities, including time allocation for each activity, so the system can generate alerts to both the assigned investigator and the supervisor.	✓		Search warrants and time allocation to cases are currently being integrated.
19.03	The system must include the capability to allow supervisors to access and review unassigned cases.	✓		
19.04	The system must provide the capability for assignment of case responsibility to a primary investigator based on factors including: nature of activity, type of follow-up required, workload of available investigators and cases already assigned.	✓		
19.05	The system must include the capability of providing a solvability factor for each case.	✓		
19.06	The system must provide the capability to monitor cases to ensure that progress is being made.	✓		
19.07	The system must include the capability to alert personnel/investigators electronically to the maximum extent possible when deadlines or alerts are triggered.	✓		
19.08	The system must provide the capability to view existing assignments, shift resources, and notify investigators of changes as required.	✓		
19.09	The system must provide the capability of reviewing case activity and automatically update case status of the investigation.	✓		
19.10	The system must include the capability to track additional assignments to other investigators made by the primary investigator.	✓		
19.11	The system must include the capability to integrate all pertinent components into Case Management as needed to include creation of supplemental reports as defined in Incident Reporting, Evidence collection/documentation as defined in the Property and Evidence component, and Arrest processes as detailed in the Arrest component.	✓		



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19.12	The system must provide the capability to capture case dispositions as a separate data element from case status.	✓		
19.13	The system must include the capability, based on disposition, to determine if any property/evidence may be eligible for release to the owner as defined in the Property and Evidence component.	✓		
19.14	The system should include the capability to reopen a case if necessary based on new evidence.	✓		
19.15	The Case Management function should include the capability to perform entry/query capabilities into the NCIC system via the interface using current record information.	✓		Currently being tested in Florida.
19.16	The Case Management function should include the following outputs/reports: <ul style="list-style-type: none"> • Cases not assigned for investigation or follow-up • Case Summary • Case aging report (list of cases by age range, days, weeks, month, etc.) • Assigned cases (open cases by investigator and current status) • Cases pending assignment <ul style="list-style-type: none"> ○ Activity follow-up ○ Alerts (e.g. overdue, case assignment, and task assignment) ○ Pending activity (e.g. by investigator, case, and division) ○ Case disposition 	✓		

20.0 Property and Evidence Management

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
20.01	A property custodian is responsible for receiving property for the agency. Information about the property, including its source, is collected and recorded in RMS.	✓		
20.02	The RMS must include the capability of managing all property and property reports handled by the agency. Property data must be readily available to users department-wide.	✓		
20.03	The system must include the capability to accurately track and verify all property items and that evidentiary chain-of-command requirements are met.	✓		
20.04	The system must include the capability of tracking property that is impounded or stored in remote facilities.	✓		
20.05	The system must include the capability to link property and evidence to either a case file or report that describes the properties involvement.	✓		



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20.06	The system must include the capability of recording, at a minimum, the location, value, case number, deputies ID number(s), chain of custody, description(s), quantity, and disposal date of items found, evidence, and property that is being safeguarded for an arrestee.	✓		
20.07	The system must include the capability of printing barcode labels to affix to the property as well as the barcode labels for each storage location.	✓		
20.08	The system must include the capability to conduct an inventory of all property being tracked by the module.	✓		
20.09	The system must include the capability of documenting recovery information on stolen and found property as required by NCIC.	✓		
20.10	The system should have the capability to manage the disposition of property, with timed events to notify property custodians when property items can be released, destroyed, or sold. Disposition history must be maintained for a specified period of time, as specified by the agency.	✓		
20.11	The system must include the capability of producing an inventory list of any or all items in storage.	✓		
20.12	The system must include the capability of collecting data pertaining to the collection of property/evidence to include: date and time received, contributing and receiving officers, and location. These data elements will be recorded for both inventory control and chain-of- custody purposes.	✓		
20.13	The system must include the capability to link property/evidence information with the case and all reports.	✓		
20.14	The system must include the capability to record/track all movement of property and evidence, regardless of how minor.	✓		
20.15	The system should include the capability of creating bar-code labels for property/evidence. The system should include the capability of using the bar-coding system during inventory, check-in, out and movement of the property.	✓		
20.16	The system must utilize timed events to notify the property custodian when property can be lawfully disposed of, using system messages or by providing lists of eligible property items.	✓		
20.17	The system should include the capability to query both individuals and property in local, state, and national databases.	✓		
20.18	The system must include the capability to attach images to the property record.		✓	Forthcoming



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20.19	The Property and Evidence function should include the following reports: <ul style="list-style-type: none"> • Chain of custody • Property summary report • Property item detail • Released property report • Property inventory report • Property disposition reports 	✓		
20.20	The system should have the capability of Agency specific form letters.		✓	

21.0 Arrest

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
21.01	The RMS must include the capability to document arrest information to include name, charge(s), or other probable cause rules or definitions.	✓		
21.02	The system must include the capability of using arrest data with other modules.	✓		
21.03	The system must include the capability of printing the arrest report after all the data has been entered.	✓		
21.04	The system must include the capability to capture the method of identification that was used to confirm the person's identity prior to being taken into custody.		✓	

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21.05	The system must include the capability to capture the completion of other steps such as the issuing of the Miranda warning.		✓	
21.06	The Arrest function should include the capability to perform entry/query capabilities into the NCIC system via the interface using current record information.	✓		Currently being tested in Florida.
21.07	The Arrest function should include the following outputs/reports: <ul style="list-style-type: none"> • Daily arrests, by date and time, and date range • Arrest report and/or affidavit • Arrests by location • Arrest log 	✓		
21.08	The system must be able to create customized reports according to Agency needs.	✓		

22.0 Traffic Accident Reporting

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
22.01	The RMS must have the capability to capture information pertaining to accidents as directed by state requirements. The system must utilize actual traffic accident reporting forms used by the agency.	✓		
22.02	The system should include the capability to transmit electronically to designated state agencies, copies of all accident reports as needed.	✓		
22.03	The system should include the capability to provide comparative analysis of accidents, provide year-to-date statistics, and statistical data over a range of years.	✓		
22.04	The system must include the capability of performing inquiries into the accident system by any of the following: date, location, time range, vehicle, and person(s) involved.	✓		
22.05	The system should include the capability to capture accident data critical to investigators such as: cause, weather, visibility, road surface and location.	✓		
22.06	The system should include a drawing or diagramming tool to assist in capturing accident scene and location information accurately.	✓		
22.07	System must integrate with Third Party "CadZone" for traffic diagrams.	✓		
22.08	The system should include the capability to attach diagrams and/or photographs to the accident report.	✓		

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22.09	<p>The Traffic Accident Reporting function should include the following outputs/reports:</p> <ul style="list-style-type: none"> • State accident report • Accidents by location • Accidents by time of day and day of week • Accidents by violation • Accidents by severity • Statistical summary by intersection • Statistics by area (e.g., beat, precinct), day and time 	✓		
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23.0 Citation (Ticket Control)

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
23.01	The system should include the capability of creating and printing a Florida uniform citation in the field (from a Mobile Data Terminal or other means).	✓		
23.02	The system should utilize the master name index for all persons involved and link them to citations.	✓		
23.03	The RMS should include the capability to collect this citation data.	✓		
23.04	The system should include reporting capabilities on pending court dates, officer, location, vehicle, or person(s).	✓		
23.05	The system should include the capability of accepting ticket book number set ranges and assigning those numbers to an officer for use in the system.	✓		
23.06	The system should include the capability to enter/query warning citations.	✓		
23.07	The system should include the capability of querying local/State/NCIC databases for previous citations/warnings as well as outstanding warrants or alerts.	✓		
23.08	The system should include the capability to allow the officer to collect demographics information on persons involved in order to collect statistics for reporting on bias-based policing evaluations.	✓		
23.09	<p>The Citation function should include the following outputs/reports:</p> <ul style="list-style-type: none"> • Citation and warning summary based on varying search criteria • Citation by location 	✓		

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<ul style="list-style-type: none"> • Citations and warnings by demographic data • Citation audit (e.g., missing/voided numbers) 			
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24.0 Field Interview (Contact)

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
24.01	The RMS must include the capability to enter/track field interview information. All names in this module must be entered via the master name index and linked to the appropriate record. This module must include the capability of conducting searches by: location, officer, name, vehicle, or other associated information.	✓		
24.02	The system must include the capability to collect, at a minimum: location and time, event circumstances, name and descriptors of persons, identifying information on vehicles or other property.	✓		
24.03	The Field Interview function should include the following outputs/reports: <ul style="list-style-type: none"> • Field contact summary, based on varying search criteria 	✓		

25.0 Permits and Licenses

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
25.01	The Permits and License module records and tracks the issuance of licenses by the agency.	✓		
25.02	The system should include the capability to track statuses of licenses.	✓		
25.03	The system should include the capability of checking applicant names against the master name index.	✓		
25.04	The system should include the capability to track fees associated to permits and licensing.	✓		
25.05	The system should include the capability to document background investigation information developed to determine eligibility for license or permits.		✓	
25.06	The system should include the capability to support the following outputs: <ul style="list-style-type: none"> • Permits and license applications granted based on varying search criteria • Permits and license applications denied with reason • Expiration notice 	✓		

Company Name: CTS America**26.0 Crime Analysis**

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
26.01	The RMS must include the capability to collect, report, collate, analyze, and disseminate accurate and useful information that describes patterns, trends, problems, and potential suspects.	✓		
26.02	The system must include the capability to perform GIS based crime analysis	✓		
26.03	The system should include a variety of reporting functions allowing presentation of information in a variety of formats.	✓		
26.04	The system must include the capability to aggregate data on the various indicators, such as: <ul style="list-style-type: none"> • Current period vs. previous period • Current period vs. historical average • Percentage of total crimes for period by: <ul style="list-style-type: none"> ○ Reporting districts ○ Areas/beats/zones ○ Teams/shifts • Percentage change from prior periods (i.e. trends) 	✓		
26.05	The system must include the capability to conduct crime distribution analysis based on a number of criteria, including: <ul style="list-style-type: none"> • by area/beat, by reporting district (i.e. zip code) • by time, date and day of week • Frequency of occurrence • Citation • Crime/Incident Report number • Field Interview data • Search Warrant data • Vehicle Information • Type (e.g. residential, auto, business, etc.) 	✓		
26.06	The system should include standardized reports, such as general offense activity, offense activity by day of week, offense activity by beat, etc.	✓		
26.07	The system should include a quality control process on incoming reports to ensure that data is correctly and completely entered.	✓		
26.08	The system should include the capability to support	✓		

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	crime/suspect correlations to show relationship between a suspect and an offense. The correlations may be made using any number of selected criteria in which unique and distinguishing characteristics, physical identifiers, modus operandi, and various other common traits of offenders are known.			
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27.0 RMS Reports

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
27.01	The RMS must include the capability to generate standardized reports, aggregate reports, as well as the ability to produce ad-hoc reports from RMS queries. These reports include, but not limited to: <ul style="list-style-type: none"> • Incident Reports • Accident/crash reports • Property/evidence reports • Citation reports • Field Interview reports • UCR/NIBRS/SCRIBRS reports • Case reports outstanding or overdue report • Case Management reports • Summary reports for warrants, citations, calls for service, accidents, employees 	✓		Currently do not support SCRIBRS (SCRIBRS).
27.02	The system must include the capability of aggregating data from multiple modules, tables or fields as needed for reporting purposes.	✓		
27.03	The system must provide a tool that can be used to produce any number of ad-hoc reports.	✓		

28.0 RMS System Administration

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
28.01	The RMS system must provide the capability to configure the system as needed to meet agency requirements. Administrative functions include: <ul style="list-style-type: none"> • RMS table maintenance • RMS configurations (e.g., parameters, defaults) • Security (e.g., user role, jurisdiction) • Data Management (e.g., data dictionary, archive and purge) 	✓		

Company Name: CTS America

28.02	The system must include the capability to support expungement, sealing, and purging of whole records and partial records.	✓		
28.03	The system must include the capability of redacting sensitive or confidential information prior to release to the public or for use outside of the agency.	✓		
28.04	The system must include the capability to allow supervisor(s) the ability to configure or modify system variables, such as agency name, ORI, address, phone number, Agency head, etc.	✓		
28.05	The system must include the capability to allow administrators to define conditions under which an alert or notification is issued.	✓		
28.06	The system must include the capability to provide alerts or flagging for any configuration changes that could affect system integrity to prevent inadvertent damage to the system.	✓		

29.0 Web Sharing

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
29.01	The system must have the capability of real-time data sharing that is web based.	✓		
29.02	The system must be NIEM compliant.	✓		
29.03	The system must have secure password management.	✓		
29.04	The system must have a web-based public portal to report non-emergency crime to the agency.	✓		
29.05	The agency must be able to configure the crime types that they wish the citizen to be able to report.	✓		

Mobile Computing System**30.0 General Requirements**

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
30.01	The Mobile Data system must be capable of performing on IP based communications networks such as CDMA or Broadband with a minimum connection speed of 64kb.	✓		
30.02	Data communications to mobile devices must conform to FBI and state CJIS security requirements to include encryption for all CJIS related messages.	✓		

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30.03	Support for multiple user profiles on the same mobile computer with data kept separate.	✓		
30.04	The system must support the use of touch screen devices to perform common functions.	✓		
30.05	The system must support the use of shortcut keys to perform common functions and minimize the necessity to use a mouse. (i.e. F1 to run tag, ctrl-F1 to run DL)	✓		
30.06	The system must include a method to update mobile device software and configuration remotely either through user or administrator initiated update process	✓		
30.07	The proposed system must not require redundant entry of employee information and system permissions in the employee master file.	✓		
30.08	Integrated Text to Speech playback of query responses and CAD notifications.	✓		
30.09	The proposed system must have a day/night mode.	✓		

31.0 State FCIC/NCIC Query Capabilities

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
31.01	The system must support all query methods that the state crime information center (FCIC) has designated available to mobile computers.	✓		CTS does not support full criminal history queries (III) from mobile computers due to considerations regarding dissemination logs.
31.02	Queried responses must be stored on the mobile device in such a way the user may return the result and not be required to re-query.	✓		
31.03	A single query will search all locations within the state FCIC, NCIC, CAD, and the vendor's software and available data share systems without the need for the user to request multiple query types (i.e. Tag query returns registration, stolen info, BOLO, CAD prior contact, RMS involvements and information from data share with other connected agencies)	✓		Will search CAD only if Motorola CAD interface supports such query types.
31.04	The system must support at a minimum the following FCIC Vehicle Queries: <ul style="list-style-type: none"> By Tag/License Plate By VIN 	✓		

Company Name: CTS America

31.05	The system must support at a minimum the following FCIC Person Queries: <ul style="list-style-type: none"> • DL by Name, Sex, DOB • DL by Number • Wanted person check by name, Sex, DOB 	✓		
31.06	The system must support at a minimum the following Vessel queries: <ul style="list-style-type: none"> • Vessel by registration number • Vessel by HULL # 	✓		
31.07	The system should also have the capability to acquire images of persons if they are available.	✓		Images from DHSMV will be accommodated when State allows query access to images.

**32.0 Administration**

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
32.01	The mobile system must include the capability to allow administrators the ability to configure or modify system variables, such as printouts, edit rules, and data element sizes without code changes.	✓		
32.02	The proposed system must provide the capability of multiple user profiles on the same mobile computer with ability to keep data separate.	✓		
32.03	The system must support the administrator to configure the following: <ul style="list-style-type: none"> • Use of Encryption • URL/Address of Message switch • Use of Strong passwords • Use of AVL • Use of Driver's License readers • Timeout interval for devices • ORI and device IDs for mobile devices • Ability to configure what CAD information a unit will have access to. • Use of CAD self-dispatch features 	✓		CAD functions (self-dispatch) available only if using CTS CAD. Interface to Motorola CAD is anticipated as a one-way retrieval of CAD data to the RMS.
32.04	The system must support audible notification of events: <ul style="list-style-type: none"> • Login/logout • New message received • Unread messages exist (timed reminder) • Unit has been assigned to a call for service • Priority CAD activity has occurred for area/agency unit is currently monitoring 	✓		CAD events only if using CTS CAD. Interface to Motorola CAD is anticipated as a one-way retrieval of CAD data to the RMS.
32.05	The system must support the configuration of user preferences on the device including: <ul style="list-style-type: none"> • Agency assignment • Unit assignment within the agency • Screen layout 	✓		

Company Name: CTS America**33.0 Records Management System Queries**

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
33.01	Queries responses must be stored on the mobile device in such a way the user may return the result and not be required to re-query.	✓		
33.02	Queries made by the user should search all locations within the RMS and other shared systems without the need for the user to request multiple query types.	✓		
33.03	The system must support queries of vehicles involvement in the RMS.	✓		
33.04	The system must support queries of persons in the RMS.	✓		
33.05	Results of Person queries must display a list of all persons and person alias that match the search criteria with a drilldown capability to retrieve detailed person record.	✓		
33.06	<p>Detailed person query results must include the following at a minimum:</p> <ul style="list-style-type: none"> • Last, First, Middle Name • Race • Sex • Height • Weight • Hair • Eyes • ID State and Number • Nationality • City, County, State and Country born • Active Want/warrant flag (including protection orders) • Intelligence information (gang member, registered felon, narcotics violator, etc...) • List and involvement in Incident/Offense Reports • List and involvement in Arrest Reports • List and involvement in Field Interviews • List and involvement in Trespass Warnings • List of citations • List of Traffic Crash report Involvement • List of Mugshots • Known vehicles • Known Alias 	✓		

Company Name: CTS America

	<ul style="list-style-type: none"> Known Nicknames/Monikers Known Occupations Known Organization Associations (including gang) 			
33.07	The system should also have the capability to pull back images of persons if they are available.	✓		
33.08	The system must support a query of businesses from the RMS by Name or Address.	✓		
33.09	Results of Business queries must display a list of all businesses that match the search criteria.	✓		
33.10	Detailed Business query results must include the following at a minimum: <ul style="list-style-type: none"> Business Name Address Manager Name Emergency contact name and number Alarm company name and contact List of Incident/Offense report 	✓		
33.11	The system must allow queries to be made by report number for at a minimum the following report types: <ul style="list-style-type: none"> Incident\Offense Reports Arrest Reports Want/Warrant Field Interviews Trespass warnings Citations Crash Reports 	✓		
33.12	Response for report queries must include all pertinent dates of the event including narrative information.	✓		

34.0 Messaging Capabilities

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
34.01	The proposed system must include the ability to view a list of all units currently logged in to mobile system.	✓		
34.02	The proposed system must include the ability to look up employee information by name or unit ID.	✓		
34.03	The proposed system must include sound events for message receipt, important events, etc.	✓		
34.04	The proposed system must be able to send messages to a unit's cell phone or pager without requiring knowledge of		✓	Currently being developed

Company Name: CTS America

	pager number. The only requirement is knowledge of unit number.			
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Mobile Reporting

The proposer must have a Mobile Reporting module that includes the following features:

35.0 General

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
35.01	The system must support the printing of state mandated forms [identified in each section.] (i.e. Citations, crash reports, etc.)	✓		
35.02	The system must allow a mobile user to work in a network disconnected mode. All functions can continue; reports can be transmitted when reconnected.	✓		
35.03	The system must comply with the state's use of e-citation and e-crash program guidelines.	✓		
35.04	The system must be based on data driven technologies, not simply a form filler. Report completion should be completed logically, with common elements being captured together.	✓		
35.05	The system should utilize copy/paste functions where available to gather information from report locations and use in other reports without the need to retype the information (i.e. Complete a citation using data captured on a crash report.)	✓		
35.06	System must be able to customize any report or form to meet the needs of the Agency.	✓		Printed reports can be modified by the Agency
35.07	The system must support the searching of data returns from local, state, and federal (i.e. DL return fills in driver on citation, vehicle registration return fills in vehicle information on crash report and incident report)	✓		
35.08	The system must support the following report types at a minimum to be completed by the mobile user: <ul style="list-style-type: none"> • Crash Reports • Uniform Citation • Traffic Warnings • DUI Citations • Incident/Offense Report • Field Interviews • Arrest Report 	✓		

Company Name: CTS America

	<ul style="list-style-type: none"> • Radar/Laser device use log • Vehicle Inventory and Tow Receipts • Citizen Contact Log (Demographic data pertaining to traffic stops) • Consent to Search • Citizen assist Log 	✓		
35.09	The system must support the linking of all person, vehicle and business information to the system master indexes upon transmittal to the system.	✓		
35.10	The system must support the query of any report in the system by any authorized user.	✓		
35.11	The system should allow the user to query all transmitted reports.	✓		
35.12	Reports returned to the user must be a read only copy unless that report type allows supplements.	✓		
35.13	The system must support for supervisor to query all reports that need approval.	✓		
35.14	The system should allow supervisors to query all reports that need approval.	✓		
35.15	If report disapproved, the supervisor should have a method to notify the user of reason not approved.	✓		

36.0 Administration and Configuration

The system must include agency configurable elements including:

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
36.01	Enabling/Disabling report types from use by groups or individuals	✓		
36.02	Formatting of report number type and style	✓		
36.03	Configuring whether report number types are issued to users or auto generated (i.e. State citation number)	✓		
36.04	Whether user can edit report after printing report or only after successful transmit	✓		
36.05	Edit rules for report completion and validation	✓		
36.06	Pick list choices and stored values	✓		
36.07	Date and time display format	✓		
36.08	Statute/charge lists	✓		
36.09	County / City Lists	✓		
36.10	Court addresses	✓		
36.11	User edit rules must allow the agency to define whether a data element is required or should be in place.	✓		

Company Name: **CTS America**

36.12	User edit rules must be tested and applied to the mobile report prior to the printing or transmission of the report to the server.	✓		
36.13	User edit rules must allow the agency to define criteria for each report and field on the report based on the following criteria: <ul style="list-style-type: none"> • Default data when report created • Maximum text size limit • Disable a field from use • Dependency on field value based on another fields value • Field must be filled in (not empty) • Date comparison (i.e. cannot use future date) 	✓		
36.14	Edit rule violations must present user understandable list of error messages.	✓		
36.15	Edit rule violations must highlight the field in error or suspicion of error.	✓		
36.16	System must allow agency to pick lists that present user friendly choices while storing code values in database.	✓		
36.17	System must allow agency to define if pick list values are limited to the list of choices only.	✓		
36.18	The system must allow Permission levels that allow users of different functions access to what they require and denial to what they are not authorized.	✓		
36.19	The system must support the creation of a user profile that includes but is not limited to the following: <ul style="list-style-type: none"> • Login Name • Name • Full name as it appears on reports • Rank • ID Number • Organizational unit of assignment • Permission group user assigned to 	✓		
36.20	When a user log into the mobile reporting application, the system must download the user profile so the data is available to the user if running in a network disconnected mode.	✓		
36.21	Users must be able to configure commonly used data elements to simplify and speed up report writing. These elements include but are not limited to: <ul style="list-style-type: none"> • Name as it appears on reports • Default county and city • Radar/Laser device information 	✓		

Company Name: CTS America

	<ul style="list-style-type: none"> • Default Printer settings • Quick lists for commonly used violations 	✓		
36.22	For audit purposes, the system must support the tracking of every issued number in the system to include: <ul style="list-style-type: none"> • User that the number is issued to • Device on which the number is currently loaded • Availability • Completed • Voided 	✓		
36.23	The system must provide a wizard for the loading of state assigned bulk number ranges. (i.e. state issues citation 1,000-10,000 for agency use)	✓		
36.24	The system must support a manual status change of issued numbers in the event of computer problems that may result in issued numbers being unrecoverable from a specific computer.	✓		
36.25	The system must support the ability to place unissued numbers in a hold status to prevent them from being issued to mobile users.	✓		
36.26	The system must support the configuration of maximum number of each issued number type each mobile user is allowed to have checked out at any one time. (i.e. Maximum 50 citation numbers on mobile device)	✓		

37.0 AVL/Mapping integration

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
37.01	The system must provide an integrated mapping solution in the mobile reporting tool.	✓		
37.02	The mapping solution must allow the user to utilize GPS location information to pre-fill reports with the latitude/longitude.	✓		
37.03	The system must reverse lookup the latitude/longitude to determine county, city, and closest address. This information can then be selected by the user to fill in report location.	✓		
37.04	The user must be able to present the map to verify the location and/or move the position of the event to the correct latitude/longitude.	✓		
37.05	The system must allow a desktop user to plot on the map all reports of a specific type and query criteria. (i.e. location of all fatalities, location of all crash reports in	✓		

Company Name: CTS America

specific city within date range)			
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38.0 Crash Reporting

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
38.01	The proposed system must be E-Crash Certified.	✓		
38.02	The proposed system must utilize the Florida Uniform Crash Forms.	✓		
38.03	The system must support the completion of crash diagrams by integrated or third party tool.	✓		
38.04	Crash reports must support multiple diagrams per report.	✓		
38.05	Crash reports must allow multiple narrative records to be associated with each crash report.	✓		
38.06	Crash reports must have an approval process.	✓		
38.07	Approval process must prevent future editing of reports. Editing of report must require a supplemental report to be created.	✓		
38.08	Crash reports must support attachment of images.	✓		
38.09	Crash reports must support the attachment of other documents and files.	✓		
38.10	Printing of Crash reports must comply with state guidelines.	✓		
38.11	System must support edit rule and validation checks as defined by the state.	✓		

39.0 Citations

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
39.01	The system must support an e-citation process where the only paper necessary to produce is the driver and court copy (if driver signature required).	✓		
39.02	The system must recognize the county and city in which the citation is being issued and allow specific overrides of fine information for that jurisdiction.	✓		
39.03	The system must allow the configuration of each violation to determine if violation fits the following categories: <ul style="list-style-type: none"> • Infraction Court not required • Infraction Court Required • Criminal Violation Court Not required • Criminal Violation Court Required • Infraction - proof of compliance required 	✓		

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	<ul style="list-style-type: none"> Whether moving or non-moving Whether actual speed entry is required State statute, Ordinance, Federal Code 	✓		
39.04	The system must support the definition of fine amounts.	✓		
39.05	The system must allow fine overrides to be configured for specific county/city. When those override areas are chosen in the citation, the system will automatically apply the overridden values to the citation.	✓		
39.06	The system must support the definition of speed range that changes violation category (i.e. 20mph over limit now requires court appearance).	✓		
39.07	The system should allow the user to pre-configure a quick pick list of commonly used violations. When a citation is created, the user should be presented with their quick pick list which pre-fills in the violation information to the citation.	✓		
39.08	When a citation is created it must automatically use a citation number from the officer's assigned and checked out numbers.	✓		
39.09	The officer's profile information must pre-populate field data to include: <ul style="list-style-type: none"> Agency Name Default County / City Current date/time Officer Name, rank, ID number Officer Signature 	✓		
39.10	The user must be able to query or utilize data previously queried to complete the driver and vehicle information on the citation.	✓		
39.11	The user must be able to utilize a magnetic swipe or barcode reader to scan the driver's license and fill in all possible data elements from DL.	✓		
39.12	The citation should allow the user to pre-fill any radar or speed detection device information into the appropriate section and create a use of that device in their speed device log.	✓		
39.13	Based on the violation chosen, the citation must automatically determine: court information date and fine amount as well as: <ul style="list-style-type: none"> Court mailing addresses Court in person address Fine amount Court Date 	✓		

Company Name: CTS America

•	Booking facility person delivered to.			
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40.0 Warnings/ Faulty Equipment Notice

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
40.01	The system must allow the agency to define warning types.	✓		
40.02	The system must allow the agency to define faulty equipment types.	✓		
40.03	The report must allow the user to generate a notice that includes warning and faulty equipment information or combinations of each type.	✓		
40.04	The printed report should dynamically size based on the number of warnings selected.	✓		

41.0 Citizen Contact Log

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
41.01	The system must include the capability for the user to log demographic information about the citizens they come in contact with.	✓		
41.02	The Citizen contact log must capture at a minimum the following data elements: <ul style="list-style-type: none"> • Date/Time of Contact • County / City Lists • Citation number related to • Age • Race • Sex • Vehicle license plate • Vehicle state • Number of passengers • Primary reason for contact • Enforcement Actions • Violations • Search type if conducted • Rationale for consent to search • Type of contraband • Number of items seized • Comments 	✓		

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•	Officer information			
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42.0 Vehicle/Vessel Tow Receipt

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
42.01	The system must provide a method to create a log/receipt of agency tows.	✓		
42.02	The report should be pre-filled from the crash report if applicable.	✓		
42.03	The report must contain at a minimum the following data elements: <ul style="list-style-type: none"> • Case/Report Number • Location of towed from • Wrecker selection method • Determination if hold on vehicle • Length of vehicle hold • Tow company information • Storage location • Comments • Reason vehicle towed • Owner information • Driver information • Vehicle Year • Vehicle Make • Vehicle Model • Vehicle Color • Vehicle State, License Plate • Vehicle VIN • Vehicle damage location checkboxes • Listing of vehicle contents 	✓		

43.0 Activity Report

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
43.01	The system must have the ability for a user to submit their activity on a recurring basis.	✓		
43.02	Activity reporting must automatically include all report counts from the report the user has completed during the reporting period.	✓		
43.03	Activity report must allow the user to annotate report	✓		

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	counts that were not performed with system.	✓		
43.04	Activity reporting must allow the user to indicate vehicle usage including vehicle ID and mileage start/end.	✓		
43.05	Activity reporting must allow the officer to account for their time including: <ul style="list-style-type: none"> • Start Time • End Time • Activity Group (i.e. DUI Task Force) • Activity Type (i.e. DUI Check Point) • Cost associated with activity • Description of activity • County / City • Vehicle Used • Total Mileage 	✓		
43.06	Activity report must total time for all activities.	✓		
43.07	Activity report must total mileage for all activities.	✓		

44.0 Citizen Assist Report

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
44.01	The system must allow the user to produce a report of assistance rendered to a citizen that captures at a minimum the following data elements: <ul style="list-style-type: none"> • Date/Time of Contact • Location • Person Information • Vehicle Information • Vessel Information • List of assistance provided • Comments 	✓		

45.0 Incident Report

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
45.01	The system must include the capability to establish a primary officer with overall responsibility for completion of the report.	✓		
45.02	The system incident report must contain sufficient information to comply with all state and national reporting requirements to include required fields for state	✓		

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	approved incident forms.			
45.03	The system incident report must allow for an unlimited amount of free-text fields and page numbers of narrative information.	✓		
45.04	The system must have the capability to query and retrieve the initial Incident Report and use it as a baseline document for the Supplemental Report.	✓		
45.05	The system must have the capability to electronically submit/re-submit the Supplemental Report (report with changes) to a supervisor for review.	✓		
45.06	The system must include the capability to link all associated reports with a common report number, this may be the original report number or possibly the original report number with a suffix indicating supplement number.	✓		

46.0 Arrest Reporting

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
46.01	The system must include the capability to document arrest information to include name, charge(s), or other probable cause rules or definitions.	✓		
46.02	The system must include the capability of using arrest data with other modules.	✓		
46.03	The system must include the capability of printing the arrest report after all data has been entered.	✓		
46.04	The system must include the capability to capture the method of identification that was used to confirm the person's identity prior to being taken into custody.		✓	
46.05	The system must include the capability to add multiple charges to an arrest without duplicating UCR information.	✓		
46.06	The Arrest function should include the capability to perform entry/query capabilities into the NCIC system via the interface using current record information.	✓		Entry transactions not allowed from field based reporting

*City of Pembroke Pines*

Company Name: _____

PLEASE PRINT

NAME _____

COMPANY SmartCOP, Inc. (dba CTS America)STREET ADDRESS: 180 N. Palafox StreetCITY & STATE: Pensacola, FLZIP CODE: 32502 TELEPHONE: 850-429-0082E-MAIL: jim.benson@cts-america.com

SIGNATURE: _____

TITLE: Chief Operating Officer

Executive Summary

Overview

SmartCOP, Inc. (dba CTS America) is pleased to offer the City of Pembroke Pines a fully integrated public safety software solution that supports system-wide data access and maximizes safety for Pembroke Pines citizens and officers. Our solution is flexible enough to serve current and future needs of the City. We propose a solution that will fully serve the City's needs: our feature-rich, integrated system based upon advanced, yet proven, technology that supports current industry standards and accreditation best practices.

Local and state agencies across Florida, Alabama, Georgia, South Carolina, and Montana have seen the benefits of an integrated, single-source solution from CTS. The system's ability to furnish information throughout the entire enterprise, all driven from a single database, reduces redundant data entry and improves information flow and accuracy. Users of the CTS system find that it enhances agency efficiency, improves response times, and improves officer and citizen safety in a cost-effective manner.

Our experience and proven software tools will enable the City to accomplish the goals they have set forth in the RFP. Specifically, our proposed solution will provide the following benefits:

- Provide the latest generation of the highly successful CTS America software tools, including our Records Management System (SmartRMS), and Field Based Reporting (FBR) that includes MMUCC compliant crash reports, citations and many additional report types (SmartMOBILE).
- Also a part of the SmartMOBILE solution, our Mobile Computer Terminal (MCT) application provides seamless NCIC, FCIC, and local RMS query results, a data mining capability to prefill reports where possible thus reducing keystrokes and improving data accuracy, car-to-car messaging capabilities, and remote report review/approval tools. These features taken together create a "force multiplier" effect, resulting in more of an Officer's time spent safe, informed and available to respond to calls for service.
- Provide electronic data transmission of crash reports to the DHSMV system and the ability to transmit citations to the courts.
- Provide the City a proven partner with experience to re-engineer existing processes to leverage the safety, productivity and data availability embedded within the CTS America software.
- Utilize Commercial Off the Shelf (COTS) software that is unique and customized, not in code but through configuration, and thus used by many agencies, resulting in a longer lifecycle, frequent updates and next-generation releases to keep current with functional requirements and to leverage new technologies.
- Data reporting, analysis and GIS Spatial Analysis of all crash, citation and report data.
- Data sharing/interoperability with state and local agencies.
- Comprehensive training and support to ensure Officers, Administrators, and Support personnel are using the system to its maximum potential.

CTS America

CTS America is a Pensacola, Florida-headquartered company that was incorporated in 2000 for the sole purpose of providing public safety software solutions. Our software products have undergone continuous improvement and enhancement for more than 20 years, including 11 years prior to the incorporation of the company. The first basic installation of the software occurred in 1988.

The company was founded by a computer specialist and sworn law enforcement officer who recognized the practical needs of law enforcement. The founder realized that public safety software needed the input of those persons involved in the day-to-day process; that is, officers, investigators, dispatchers, administrators, and court clerks. Rather than dictate what an agency should utilize, the founder of CTS listened to and created what its users demanded. This same philosophy has continued through the present. In fact, several CTS engineers and team members are present and former law enforcement officers, dispatchers, and staff who understand the unique needs of public safety agencies.

CTS' team of professionals come from several advanced technology corporations, creating a "best of the best" group of highly-experienced engineers, industry-standard development methods, quality assurance, and engineering techniques that are applied to create advanced software solutions.

The CTS America solution not only meets but exceeds the City's requirements. Our software has been field tested, proven, and embraced at agencies across the United States, especially in Florida.

Proposed System

CTS America proposes an integrated software solution that is designed to enhance Pembroke Pines' operations while adhering to the City's specific protocols and requirements. Our software will provide the City with a state-of-the-art solution to replace their existing legacy RMS system. Further, it will allow for integration with the County's Motorola dispatch system, allowing basic call-for-service data to be populated into the Officer's reports. Motorola technical contacts provided by the City confirm that no real-time interface exists that fully supports AVL and self-dispatch (silent dispatch) from the car. We have included information regarding future implementation of the CTS SmartCAD solution, which would enable these and other advancements as seamless, fully-integrated functions.

An important component of this project is the migration of data from the department's three current systems (VisionAIR, TraCS, and Anzio) into a single, comprehensive, searchable database. Officers and Investigators will be able to take advantage of our powerful Master Name Index (MNI) and other centralized indexes as they document and investigate a variety of citizen contact events. Streamlining data collection and management into CTS's intuitive and easy-to-search database structure will free up officers to attend to their important public safety duties, and remove the cost and burden on Administration required to maintain data from three separate systems.

With the proposed system, Pembroke Pines will have immediate access to critical functions including full history of contacts with citizens, Mobile Queries against the local RMS, FCIC, and NCIC databases, the ability to complete and approve a wide variety of reports directly from the car, and efficient creation of electronic Citations (Traffic & Commercial) and the Florida Traffic Crash Report. Based on our experience, we believe the City will see enhanced officer safety and improved productivity by implementing the CTS solution. With access to real-time reporting, citations, and immediate access to

vital data required to make critical decisions, the CTS solution will become an indispensable tool for every officer in Pembroke Pines.

For this proposal, CTS will provide:

- **SmartRMS** - SmartRMS allows users to create offense and arrest reports; gather information via field intelligence reports; collect and track evidence gathered in the field; manage investigations and cases; create traffic citations, crash reports and diagrams; and much more. Extensive data validation, via configurable edit rules, is available for each task or report type as defined by the individual agency.

SmartRMS efficiently records, indexes and tracks criminal and non-criminal related data. The data can then be compiled into monthly UCR reports, queried and analyzed with Crime Analysis or mapping tools, or shared and exchanged with external systems as part of related law enforcement activities. The Master Name Index (MNI) and Master Business Index (MBI) are the foundation of SmartRMS, and this data is seamlessly shared with the recommended SmartMOBILE and future SmartCAD solutions.

Other modules included with SmartRMS are Evidence and Property Management, Offense Reports, Arrest Reports, Pawn Information, UCR, Warrants, Field Interviews, Trespass Warnings, Mobile Data, Case Management, and Crime Analysis.

All SmartRMS modules share a similar graphical user interface (GUI), providing users with a common look and feel. Tasks such as adding, editing, sorting, and searching records are performed in the much the same way from module to module; this consistency facilitates ease of learning the software and enhances user efficiency.

- **SmartMOBILE** – The mobile computer and field-based reporting system, SmartMOBILE includes Mobile Computer Terminals (MCT), Field Based Reports (FBR), Mapping, and the Message Switch. It provides access to data from public safety vehicles, including access to interfaces with FCIC/NCIC, paging, e-mail, RMS, field reports, report review/approval and much more. Mobile Forms provides the agency the ability to create traffic crash reports, issue traffic citations, DUI citations, warnings, vehicle tow receipts, boating and resource citations, and racial profiling.

Updates to the mobile software, whether the program itself, configuration items, validation/edit rules, etc., do not require intervention from the IT staff. Using the SmartUPDATER, all changes can be efficiently “pushed” to the mobile computers over their wireless connection. There is no need for Officers to bring their computers into the office to install updates.

- **SmartADMIN** - The Administrative Programs consist of applications for access management and configuration of the system such as the Master Configuration and Employee Master files. Other modules that perform administrative type functions such as Fleet Management, Issued Property Management, and Training Management are also part of SmartADMIN. The access management and configuration systems (security and user permissions) allow for a single point of system wide access and configuration control.
- **Crime Analysis** - Crime Analysis Tools™ (CAT) from Bradshaw Consulting Services, Inc. is an ArcGIS™ extension designed to enable both new and experienced Law Enforcement professionals to analyze crimes and calls for service. Easy-to-use wizards guide users through data import, creation of pinmaps, analysis of multiple types of crime, and map production. CAT includes a configurable utility

that can connect to most CAD and RMS datasets and then store data either in a personal geodatabase or ArcSDE™. It also has the ability to remember customized queries so that regularly scheduled reports and graphs of crime statistics are easily generated. CAT functionality includes animated outputs over time, “hotspot” and density analysis, repeat calls for service, a custom hyperlink tool and the ability to identify and analyze crimes around critical infrastructure.

- **Crystal Reports** - CTS America software applications use Crystal Reports as the ad-hoc reporting tool. Crystal Reports enables users to quickly design interactive reports using drag-and-drop interface and object-oriented explorers. Common tasks such as connecting to the data source, selecting fields and records, grouping, sorting, and formatting are easily accomplished with Crystal Experts and Wizards.
Users can create reports in a number of available formats including: cross-tab, conditional, drill-down, summary, etc. Logos, pictures, shapes and colors can be added to the report for full customization. Additionally, users can create and apply custom templates across multiple reports for faster design and deployment and to ensure design consistency.

During system administrator training, the schema of all tables is reviewed as well as the relational database design enabling the system administrator to clearly understand what data is available. There are many reports in each of the CTS America software modules.

Interoperability/SmartSHARE

By choosing CTS America, the City of Pembroke Pines will also have the ability to connect to other Florida agencies such as Highlands, St. Johns, Columbia, Baker, Union, Hamilton, and Alachua counties to share data through our data sharing tool, SmartSHARE. CTS America provides SmartSHARE at no charge to its' agencies. The agencies are only responsible for providing the network and server that is needed.

CTS has significant experience with data sharing between various law enforcement and public safety agencies. Our data sharing experience in the Florida panhandle, as described below, is very relevant and similar to the goals of the City of Pembroke Pines to share information with other counties/municipalities.

In 2001, the U.S. Department of Justice (DOJ) along with the U.S. Office of Justice Programs (OJP) devised a framework in which varied law enforcement and public safety agencies could exchange information at all levels, regardless of their technology infrastructure. The outcome of the endeavor is an XML-based standard language specifically designed for criminal justice information exchanges known as the Global Justice XML Data Model (Global JXDM). The Global JXDM is a comprehensive framework that includes a data model, a data dictionary, and an XML schema. CTS America has embraced this common language and it is the backbone of the message format used by the SmartSHARE application.

CTS America, as prime contractor, provided hardware, software development, and implementation services for the design, procurement, integration, sustainment, and life cycle support of NIEM Data Sharing tools for Florida State Region 1 Domestic Security Task Force on a contract with eleven public safety agencies.

The design of SmartSHARE is a distributed model to sharing data which, unlike the data warehouse model, is “real-time data” with the database being refreshed instantly.

The data being shared is data the agencies have collected in their individual records management and computer aided dispatch systems. Historically, agencies operated in silos where sharing of data could

only be accomplished through calling the individual agency for information. This is a significant step forward to be able to electronically search multiple agencies databases. The project is one of several in the State of Florida and eventually, all 350 agencies in the State will have access to each other's critical information.

System engineering and planning was performed onsite with the direction and cooperation of each participating agency. The development environment and hardware was chosen based on open standards with easily sustainable and off-the-shelf hardware.

Using SmartSHARE at the participating agencies has been a tremendous success. With the creation of the SmartSHARE Web Services Server, the involved agencies are able to control their data while allowing for the dispersal of data to other law enforcement agencies. Since CTS America leveraged the existing agency's data store, there is a minimal amount of disruption to the day-to-day workflow of field officers. The client application created for the agencies to use the SmartSHARE web methods also allows for officers' query capabilities to information historically NOT open to them.

Conclusion

Throughout our 20 year existence, each CTS customer has enjoyed many benefits of the CTS solution. Agencies that have made the transition to the digital age have found that officers have more time to devote to public safety with a considerable reduction in paperwork, making a paperless environment attainable. Not only does CTS' integrated software solution provide a faster means of accomplishing daily tasks, it empowers decision makers with immediate on-demand information.

CTS' proposal incorporates the functions (RMS/MCT) requested by the City for their Public Safety Software Project to provide a complete solution. Our product line has been specifically developed to meet the needs of law enforcement agencies and we currently service over 45 agencies in the State of Florida. CTS America is a Florida company, located in Pensacola. We are dedicated to the Florida market and will modify our software, as needed, to meet the needs of our Florida customers.

By partnering with CTS, the City will have the advantage of working with a partner committed to its' customers and their mission. CTS America is pleased to have the opportunity to respond to the RFP and looks forward to teaming with Pembroke Pines in this endeavor.

Supplement to Attachment J

CTS America shipped its response to RFP #IT-12-02 before receiving Addendum #3 dated October 18, 2012. Because of this, we respectfully submit this SUPPLEMENT to Attachment J. The supplement, Software Acceptance Testing provides an example of a test plan and detailed test case.

Please insert these pages at the end of Attachment J.

CTS America also acknowledges receipt of **Addendum #3** dated October 18, 2012.

Attachment J Supplement: Software Acceptance Testing

This supplement references item #4.02 of Attachment J.

Software acceptance testing is a critical activity that CTS America conducts in every implementation to ensure overall customer satisfaction. The goal of this testing is to ensure that the software is functioning as expected before the system is turned over to the end users ("Go-Live"). CTS will provide a test plan along with detailed test cases for each software module. Test status, results, and sign-off are collected on each Test Case document (see sample below) and maintained in an Acceptance Testing binder. Testing is always conducted by key stakeholders on the customer's team with CTS oversight. Any major deficiencies that are identified during the testing will be resolved prior to Go-Live. Minor deficiencies are typically noted and addressed after Go-Live once the project has transitioned into the Maintenance Phase. The following is an example Test Plan and Test Case:

Sample Mobile Forms Test Plan

Purpose:	The Purpose of this test plan is to ensure that all of the basic functions in Mobile Forms are working prior to customer Go-Live.
Features to be Tested:	<ul style="list-style-type: none"> • Application Login • Configure and Save Officer Profile • Request Issued Numbers • Create, Print, and Transmit UTC • Create, Print and Transmit Traffic Crash Report • Create, Print and Transmit Offense Report • Create, Print and Transmit Arrest Report • Software Updater
Test Environment:	This testing will be conducted on the customer's test environment using laptops that are remotely connected to the customer's network.
Schedule:	This testing should take no more than 8 hours.
Roles & Responsibilities:	This testing will be conducted by one or more law enforcement officers that will actually be using the software in the field.

Sample Mobile Forms Test Case

Name:	Test Case #22
Purpose:	Test Issued Numbers Functionality
Preconditions:	Login to Mobile Forms (see Test Case #1) Ensure Electronic UTC Numbers Have Been Created (see Test Case # 52) Testing Started from Main Screen of Mobile Forms
Test Steps:	1.) Click the "Issued Numbers" button from the Main Screen of Mobile Forms 2.) Confirm that the "Issued Numbers" window appears 3.) Click the "Request Numbers" button 4.) Confirm that the "Request Numbers" window appears 5.) Select a Number Type of "Uniform Traffic Citation" from the drop-

	<p>down list</p> <p>6.) Click the "Request Numbers" button</p> <p>7.) Click "Yes" on the Pop-Up Window</p> <p>8.) Read status window and confirm that numbers were imported from the Server</p> <p>9.) Click X to close the window</p> <p>10.) Click the "Show My Number" counts button</p> <p>11.) Confirm the results show the correct count of UTC numbers that were imported</p> <p>12.) Close Window and return to main screen in Mobile Forms</p>
Pass / Fail:	Enter Pass / Fail here to document results of test
Results if Different Than Expected:	Describe results if different than expected
Name of Tester:	Enter name of tester here
Test Sign-Off and Date:	Tester signs and dates here if results are as expected

Sample CAD Test Case

Name:	Test Case #44
Purpose:	Create and Ship a New CAD Call
Preconditions:	<p>Login to CAD (see Test Case #1)</p> <p>Complaint Types must be Loaded in CAD</p> <p>CAD GEO File must be Loaded in CAD</p> <p>Testing Starts from Main Screen of CAD</p>
Test Steps:	<ol style="list-style-type: none"> 1.) Type I at the command prompt and press [Enter]. 2.) Enter the address of the dispatch location. Type the first three letters of the street. Press [Enter] to verify the location in the geographic file. A list of matching locations appears. Use the arrow keys to make your selection and press [Enter]. 3.) The first line of the address field is populated with the street, highway, or interstate information. The second line includes a place or landmark, if applicable. 4.) Enter the apartment or lot number if needed and complete the zip code. The apartment or lot number, if present, is populated when an address is validated. 5.) If the location of the occurrence is the same as the dispatch location, click To Occurrence. The dispatch location details are copied to the occurrence location. 6.) Type the complaint/nature of the call. 7.) Press [Enter] to select the complaint status type. Press the [Spacebar] to search for a complaint type. When you find it, press [Enter] to add it to the call. 8.) If applicable, enter the weapon involved in the incident. This information is vital to the safety of persons responding to the

	incident, so be specific. If there is not a weapon involved, leave this field blank. Press [Enter]. 9.) Press [Page Down] to ship the call.
Pass / Fail:	Enter Pass / Fail Here to Document Results of Test
Results if Different Than Expected:	Describe results if different than expected
Name of Tester:	Enter name of tester here
Test Sign-Off and Date:	Tester signs and dates here if results are as expected

Sample MCT Test Case

Name:	Test Case #13
Purpose:	Conduct CIC Search by DL Number
Preconditions:	Login to the MCT (see Test Case #1) Testing Started from Main Screen of the MCT Ensure CIC Query Capability has been Configured and Activated
Test Steps:	<ol style="list-style-type: none"> 1.) Click the DL NAME icon on the Home tab. 2.) You will be presented with the 'Query Driver License by Name' popup window. 3.) The State field defaults to the state entered in User Settings. You have the option to change the State field, as needed. 4.) Enter the DL information manually in all applicable fields. 5.) Click Submit. Your results will be returned as a new message on the Messages tab.
Pass / Fail:	Enter Pass / Fail Here to Document Results of Test
Results if Different Than Expected:	Describe results if different than expected
Name of Tester:	Enter name of tester here
Test Sign-Off and Date:	Tester signs and dates here if results are as expected

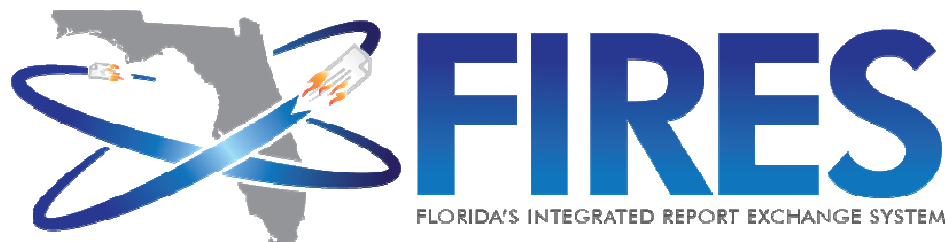
Supplement to Cost (Tab J)

CTS America recommends to Pembroke Pines consideration of the option to participate in the FIRES (Florida Integrated Report Exchange System) to submit crash reports to the state. For participating agencies, Easy Street diagramming software is provided at no charge. **It would be a savings of \$26,000 to the City not having to purchase diagramming software from CTS America.** The descriptive agreement is attached for consideration.

CTS America shipped its response to RFP #IT-12-02 before receiving Addendum #3 dated October 18, 2012. Because of this, we respectfully submit this SUPPLEMENT to the COST section which is Tab J.

Please insert these pages at the end of the COST section, Tab J.

CTS America also acknowledges receipt of **Addendum #3** dated October 18, 2012.



In partnership with DHSMV, Appriss has implemented FIRES (Florida's Integrated Report Exchange System) to serve as Florida's central repository for traffic records information. As a result, we offer all law enforcement agencies free crash reporting software (FIRES Client) that enables them to create, review and submit electronic crash reports to DHSMV. The FIRES Client includes a free license for the Easy Street Draw 5 accident diagramming software. Several agencies in Florida are already successfully utilizing other accident reporting software for creating and submitting electronic crash reports. Appriss is prepared to offer these same agencies access to the free Easy Street Draw 5 software in conjunction with those agencies agreeing to the terms below.

This Agreement is made and entered as of this ____ day of _____, 20____, by and between Appriss, Inc. (Licensor) and _____ (Licensee). Both parties agree to all commitments and services as detailed in this document.

The initial term of this Agreement shall be for twelve (12) months. The terms of this Agreement shall be automatically renewed for subsequent twelve (12) month terms, unless Licensee provides written notice to Licensor terminating this Agreement at least thirty (30) days prior to the last day of such term.

Appriss software and services provided to you at zero cost:

- A web portal www.firesportal.com where your agency can search for and view historical crash report images, analyze, map, and perform complex queries on the crashes you investigate. Appriss provides training and support for your staff at no cost.
- A secure website www.buycrash.com where citizens, insurance companies, and other involved or interested parties have the convenience option to purchase official crash report copies.
- A reimbursement of up to \$5.00 per report for each crash report sold via Buycrash.com that meets the minimum timeliness criteria (10 days) established in Florida Statue 316.066(1)(a) and are accepted by DHSMV.
- Easy Street Draw 5 Accident Diagramming Software



- Buycrash.com tear sheets used by the officer at the crash scene to involved parties that provide simple information on the convenience option of obtaining a crash report online.
- As the contracted crash records fulfillment vendor for the Florida DHSMV and pursuant to that agreement, Appriss complies with all current Florida statutes in regard to the disclosure of crash reports and information.

Agency requirements to receive Easy Street Draw 5 are as follows:

- Your agency agrees to submit your reports timely to DHSMV. Timely is defined as within 24 hours of the report being made available at your agency for access/purchase by the public and/or within 10 days of the crash investigation being completed.
- Your agency agrees to provide parties at the crash scene with Buycrash.com tear sheets or another document such as an information exchange form conveying to crash parties the Buycrash.com convenience option.
- Your agency agrees to include on its official website (if provided) the Buycrash.com logo and hyperlink provided by Appriss. The logo and link will at a minimum be available in all locations describing the options for obtaining a copy of the agencies crash reports.
- Your agency agrees to offer its crash reports for sale online only through Buycrash.com. (This does not restrict your agency from fulfilling walk-in/mail/fax requests made by private citizens). Specifically, your agency may not offer crash reports online through any other eCommerce vendor or mechanism.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written.

Agency: _____

Address: _____

By: _____

Title: _____

Date: _____

E-mail Address: _____

Appriss, Inc.

15 Industrial Drive

Martinsville, IN 46151

By: _____

Title: _____

Date: _____

Number of Officers _____ Please call 866-495-4206 or e-mail fires@appriss.com with any questions.



SOFTWARE WARRANTY, MAINTENANCE AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of this 24 day of JUNE 2013, by and between SmartCOP, Inc. (d/b/a Consolidated Technology Solutions and CTS America) ("Licensor"), having its principal place of business at 180 North Palafox Street, Pensacola, Florida 32502, and the City of Pembroke Pines ("Licensee"), with its principal place of operation at 10100 Pines Boulevard, Pembroke Pines, Florida 33026.

WHEREAS, Licensor has the exclusive right to license the public safety software suite known as SmartCOP™, a comprehensive, integrated software product suite designed to provide Computer Aided Dispatch, Mobile Data Computer Systems, Record Management Systems, Case Management Systems, Jail Management Systems, Civil Enforcement, and Administrative Programs.

WHEREAS, Licensor has agreed to provide Licensee a non-exclusive and non-transferable license to use and configure the following software modules for Licensee's internal operations: Smart RMS (Records Management Software), SmartADMIN (Administrative Software) and SmartMCT (Mobile Data Software and Field Based Reporting) [hereafter "Software Products"], subject to the terms and conditions set forth in this Agreement.

WHEREAS, Licensee has requested Licensor to provide warranty, maintenance and support services on the Software Products.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1.0 Warranty, Maintenance and Support Services. During the warranty, maintenance and support time period, Licensor agrees to provide Licensee with commercially reasonable efforts to maintain the Software Products in an operable condition, and to make available to Licensee updates to the Software Products that incorporate any new features or enhancements to the licensed Software Products made generally available to Licensor's other customers ("Updates").

Additionally, Licensor agrees to provide Licensee warranty, maintenance and support services consistent with the following:

Warranty:

During the warranty period, all equipment, hardware and software furnished by Licensor to Licensee will be warranted free from defects in material, functionality and workmanship. In the event any such defects in equipment, software, or services become evident within the warranty period, Licensor shall correct the defect by (1) repairing any defective component of the equipment or hardware; (2) correcting any reproducible and/or recurring software defects; or (3) redoing the faulty software or replacing the faulty equipment or hardware.

During the warranty period, Licensor is responsible for all charges incurred in returning defective parts to Licensor, its subcontractor or suppliers, and in shipping repaired or replacement parts to Licensee. Labor to perform warranty services will be provided at no charge to Licensee during the warranty period.

Service Maintenance

Any deficiencies found by Licensee during the warranty, maintenance and support period will be reported to Licensor's technical support staff by Licensee. Licensor's technical support personnel are available twenty-four (24) hours a day, seven (7) days a week, 365 days per year, holidays included. Customers use a toll free number to secure assistance: 1-877-762-7826.

Correcting Deficiencies

During the warranty, maintenance and support period, Licensor will be responsible for ensuring performance deficiencies are corrected. Licensor maintains sufficient technical help to support the ongoing operation of the system and to develop required enhancements.

When a call is received, the Licensor call taker will secure all information necessary to properly evaluate the caller's difficulty. Wherever possible, the call taker will work with the caller to resolve the issue immediately using Licensor's knowledge base of resolutions. When such resolution is not possible, the call taker will escalate the call to Level II support.

At Level II a lead engineer determines the severity of the call and assigns it to the appropriate engineer for resolution. When the call is completed, the engineer will notify the support desk of the solution and note the solution in the knowledge base. The caller will be notified as to resolution and any instructions for correcting the problem.

New Service Versions

During the warranty, maintenance and support period, continual system review and recommendations for enhancements are supported. Update releases will be distributed via CD and installed either with a dial-up or an installation routine to minimize down time. Release Notes accompanying each release will identify corrections and enhancements made in each software module and any installation instructions as warranted.

Selection of New Functions (Enhancements)

Licensor welcomes all suggestions for enhancements from Licensee. All enhancements will be reviewed and those deemed beneficial to most users will be incorporated and included in the subsequent release of the software. Users will be notified via telephone or e-mail when a suggestion will be incorporated into a release and when to expect the release. In addition, enhancements will be identified in the Release Notes that accompany software updates.

Support Services:

During the warranty, maintenance and support period, Licensor's support staff is available via a toll-free number 24 hours a day, 7 days a week, 365 days a year for an immediate response. When a call is received, a Licensor call taker works with Licensee personnel to immediately resolve errors using Licensor's knowledge base of resolutions. When such resolution is not possible, the call is escalated.

The following outlines Licensor's support procedure:

Priority 1- Urgent/Emergency

- Issues that affect officer safety.
- Application introducing data corruption.
- Program will not start.
- Critical work cannot be completed to meet deadlines.

Steps to Resolution

1. A customer support technician will immediately contact the customer to acknowledge receipt of the issue, and to inform the customer of Licensor's plan to resolve the issue.
2. Licensor personnel will begin resolving the issue while continuously updating the customer with the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.

Priority 2- High/Non-Emergency

- Software module/function is down/non-functional.

Steps to Resolution

1. A customer support technician will immediately contact the customer to acknowledge receipt of the issue, and to inform the customer of Licensor's plan to resolve the issue.
2. Licensor personnel will begin to resolve the issue while continuously updating the customer with the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.

Priority 3- Medium/Non-Critical

- Problem exists but critical systems are functional.
- Problem can be temporarily circumvented.
- Customer states problem is not critical but would like a fix as soon as possible.
- Non-application related issues that have rendered the system inoperable.

Steps to Resolution

1. A customer support technician will immediately contact the customer to acknowledge receipt of the issue, and to inform the customer of Licensor's plan to resolve the issue.
2. Licensor personnel will begin to resolve the issue and will update the customer as to the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.
4. Licensor personnel will inform the customer as to the delivery date for the software patch that will resolve the issue.

Priority 4- Minor Inconvenience

- Minor problem or inconvenience with little or no impact on services.
- Customer impact is minimal.
- Deferred maintenance is acceptable, and a schedule can be determined between support and the customer.
- Customer states problem can be addressed at a later date.

Steps to Resolution

1. Licensor personnel will begin to resolve the issue and will update the customer as to the status of the issue.
2. Licensor personnel will inform the customer as to the delivery date of the software patch that will resolve the issue. All future status reports will be communicated to the customer via problem submission reports or direct customer inquiry via telephone or online TCN status query.

Priority 5- Enhancement Request

- Customer requests enhancement to system functionality.

Steps to Resolution

1. Determined by CTS product management.

2.0 Duration: Licensor will provide Licensee with warranty, maintenance and support services for a period of one year following installation and acceptance of the equipment and Software Products. This service is provided to Licensee as part of the initial fee. Licensee can extended Licensor's maintenance and support services on an annual basis after the initial twelve month period, for a period up to five years, by paying an agreed upon annual fee. If Licensee fails to make the annual maintenance and support fee payments, or in the event Licensee materially breaches this Agreement and such breach is not cured within thirty (30) days of receipt of written notice of breach, Licensor may suspend or cancel the maintenance and support services.

2.1 Acceptance of Software. The acceptance of the software defines the beginning of the warranty period. In the event the majority (over 90%) of the software is being successfully used by Licensee it will not prevent the acceptance of the majority of the software. Any unaccepted items will be addressed under "Deficiencies" in this agreement. If the unaccepted items are not corrected in a reasonable amount of time (or 60 days) the Licensee has the right to withhold the monies for the price of the functionalities not accepted until said items are corrected. The maintenance fee at the end of one year of warranty will apply and be paid by the Licensee on the software in use. Completion of the acceptance test as defined in the Statement of Work is required within 30 days of "Go Live."

3.0 Licensee's Cooperation. If Licensee requests warranty, maintenance or support, Licensee shall cooperate with Licensor in all aspects of such service in order to facilitate Licensor providing electronic and onsite assistance to Licensee, including without limitation providing Licensor with information by telephone, documentation (if necessary), access to Licensee's computer system through high speed connectivity, and implementation (when feasible).

4.0 Exclusions and Modifications. Licensor shall have no obligation to perform warranty, maintenance or support services for: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee's failure to operate them in accordance with the operating instructions of the manufacturer or software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis, but not less than once every day.

5.0 Limitations on Licensee Rights. Except as expressly authorized in writing, Licensee shall not:

- a. Copy the Software Products;
- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Software Products;
- c. Distribute, rent, lease or transfer to any third party any portion of the Software Products; or
- d. Export the Software Products in violation of U.S. Department of Commerce export administration regulations.

6.0 Ownership. Licensee acknowledges that the Software Products remains the exclusive property of Licensor and its successors and assigns. Licensee acknowledges that it has no rights to nor interest in the Software Products other than as expressly granted herein. Licensee shall not remove any identification or notices affixed to the Software Products or their packaging. Additionally, no license, right or interest in any Licensor trademark, trade name, and service mark is granted to Licensee hereunder.

7.0 Licensee Obligations. Licensee shall protect Licensor's trade secrets and intellectual property, including without limitation the Software Products, with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Licensee utilizes for Licensee's trade secrets and intellectual property it does not wish disclosed to the public. Notwithstanding the foregoing, Licensee is subject to Chapter 119, Florida Statutes, the Florida Public Records Act, and its actions shall be consistent with such laws unless superseded by other laws, rules, or regulations.

8.0 Sublicensing and Assignment Prohibited. Without the prior written consent of Licensor, Licensee may not transfer, assign or sublicense its rights, duties or obligations under this Agreement to any person, company or

entity, in whole or in part.

9.0 Limitation of Liability. Licensors' total liability for damages related to this Warranty, Maintenance and Support Agreement (whether based in contract, tort, negligence, strict liability or otherwise) shall in no event exceed the maintenance and support fees paid by Licensee during the twelve (12) month period immediately previous to the event giving rise to the liability. This limitation of liability includes all claims for losses, damages and/or injuries arising in tort, contract, negligence, strict liability or otherwise, including claims, losses, injuries, or damages arising out of Licensors' negligence or gross negligence.

10.0 Interpretation. The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Florida, without regard to the Florida principles of conflicts of laws.

11.0 Severability. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby.

12.0 Failure to Exercise Rights. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

13.0 Titles. The titles of the Articles and Sections hereof are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement.

14.0 Choice of Law. This Agreement shall be governed by the laws of the State of Florida. In any proceeding brought relative to the terms or provisions of this Agreement, venue shall be in Broward County, Florida.

15.0 Complete Agreement. This Agreement, together with the applicable Schedule I, constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by both parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed and delivered this Agreement as of the date first above written.

Licensors

By: James E. Benson
Printed Name: James E. Benson
Title: Chief Operating Officer

Date: June 4, 2013

Licensee

By: Charles F. Dodge
Printed Name: Charles F. Dodge
Title: City Manager

Date: June 20, 2013



Pembroke Pines Police Department

Statement of Work

Version 1.0

April 8th, 2013

Presented by:
David Conkle

CTS America
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1.0 Project Introduction

1.1 Executive Overview

This Statement of Work (SOW) between Consolidated Technology Solutions (aka CTS America) ("CTS") and **The Pembroke Pines Police Department** ("Agency") shall describe the CTS products to be delivered, third party software that may be required, a detailed description of the scope of the project, roles and responsibilities of the involved parties, an estimated timeline for implementation of the system, and acceptance testing and procedures. Attaining agreement on the SOW is imperative, as no work on this project will commence until signatures and agreement on this SOW are obtained.

1.2 Amendments

All changes to this SOW that will affect the scope of the project, deliverables, established timelines, and/or services must be documented in a written **SOW – Modification Worksheet** and executed by all parties to this SOW. Any such changes may result in additional costs and project delays as delineated on the change order form.

A sample *SOW-Modification Worksheet* is attached as Appendix A.

1.3 Scope of SOW

This Statement of Work is designed to detail the products and implementation responsibilities of the parties. In the event any provision of this Statement of Work, as amended in writing from time to time, conflicts with the terms and conditions of any other signed agreement between the parties in regard to the subject matter being referenced, then the last document to be signed by the parties shall control.

1.4 Authorized Personnel

CTS America Project Manager	Agency Project Manager
David Conkle Project Manager 180 North Palafox Street Pensacola, Florida 32502 (850) 530-5497 (850) 429-0082 (voice) (850) 429-0522 (fax) david.conkle@cts-america.com	Michael Barney Project Manager City of Pembroke Pines Police Dept. 9500 Pines Blvd. Pembroke Pines, FL 33024 954-914-2142 mbarney@ppines.com

CTS America has assigned David Conkle as the single point of contact for managing successful implementation of the CTS software modules, interfaces, and database conversions, including dissemination of pertinent information and tasks to the Agency Project Manager.

The Agency has assigned Michael Barney as the Project Manager, whose responsibilities will include administering all aspects of the initial project, installation and post-installation.

1.5 Project Location

The purchased CTS software modules will be implemented at the following location:

City of Pembroke Pines Police Dept.
9500 Pines Blvd.
Pembroke Pines, FL 33024

1.6 Estimated Project Timeline – Based on Early April Start Date

The project will be broken down into phases. At the conclusion of each phase, there will be a meeting between CTS and the Agency to gain closure on the specific phase prior to proceeding to the next phase of the project. The project will contain the following phases:

Phase	Name	Major Milestones	Estimated Delivery
1	Preparation Phase	<ul style="list-style-type: none">• Agency Network Preparation• Agency procurement of network hardware & software• Software Development• Business Process Review Meeting• Agency gains internal approval for use of SmartRMS canned reports (arrest, offense, etc).	April 2013
2	Configuration Phase	<ul style="list-style-type: none">• Delivery of applications• Configuration of apps• Admin Training• Data Conversion• Acceptance Testing	May - August 2013
3	Implementation Phase	<ul style="list-style-type: none">• User Training• Go Live!	September - October 2013
4	Closure Phase	<ul style="list-style-type: none">• Contract Closure• Transition to Technical Support• Begin First Year Maintenance Period	November / December 2013

2.0 Detailed Project Deliverables

2.1 CTS Core Product Deliverables

CTS America will deliver and implement the following products to the Agency:

Product	Modules Included	Quantity
SmartADMIN	Base Package w/ Employee Manager, Security Manager, Training Module, Fleet Management, Issued Property, Smart Reports, SmartIR and SmartWeb	1
SmartRMS	Base Package w/ Case Management System , Evidence/Property Management Module, and Registration Module	1
SmartSwitch	Base Package w/ RMS Query Engine, Mobile Report Transmittal Engine	1
SmartMCT	Base Package w/ AVL Support/Transmission, Mobile Reporting, & RMS Query Access. Includes Field Based Reporting with Incident, Offense, Arrest Reports, Citations, Tow Log, Field Interviews, Faulty Equipment, Activity Report, Uniform Citations, Traffic Crash Report, and Boating/Natural Resource Citations.	260

NOTE: Please refer to the pricing sheet for a detailed description of the CTS sub-modules being delivered for each product listed above.

Unless otherwise stated as an enhancement request or purchased feature, Agency will be receiving standard off-the-shelf product offerings to include printed reports.

2.2 External Interfaces

Whenever an interface is required from CTS products to a system not under the control of CTS or one of its subcontractors, the success of this interface will depend on the cooperation of the entity in control of that system. It will be the responsibility of the Agency to facilitate the appropriate level of cooperation from such entity to ensure that CTS is supplied with the information, data specifications, and additional support needed from the selected entity. CTS will be restricted by whatever information, data specifications, and support such entity is willing to provide.

The Primary Systems referenced in the table below will be interfaced with the Secondary Systems.

Primary System	Description	Secondary System
Motorolo CAD*	Custom Motorola CAD Export to send information to Mobile Reports	CTS Field Based Reporting Module
Field Based Reporting – Traffic Crash	Traffic Crash Transmittal to the State	State's Traffic Crash FTP Site / Database
Field Based Reporting – eCitations*	E-Citations Transmittal to Clerk of Court	Court House FTP Site / Citation Database
State CJNET Server	CIC Query Capability from Mobiles	CTS Mobile Computing Terminal

***Note:**

1.) The Motorola CAD Interface pricing in the contract is an estimate only. Final pricing will be submitted once the development scope of the interface is better understood.

2.) The Broward County Clerk of Court does not currently accept e-citations. As a result, the e-citations interface may be installed at the Agency after Go-Live. There will be no additional charge if this is the case.

Any development timeline for the interface published prior to the start of the project was an estimate only. A more accurate timeline for the development of the interface will be provided once the technical scope is fully understood.

2.3 Database Conversions

CTS will complete a data conversion from VisonAire, Anxio, and TRACS. Any development timeline for the data conversion published prior to the start of the project was an estimate only. A more accurate timeline for the development of the data conversion will be submitted once the technical scope is fully understood.

Pembroke Pines PD assumes sole responsible for providing CTS with any and all data or other information necessary to develop a data conversion plan and perform data conversion. The accuracy, completeness, adequacy and timeliness of the data and/or information provided shall be the sole responsibility of Pembroke Pines PD. CTS shall have no duty whatsoever to verify, test or review any data and/or information provided for data conversion by Pembroke Pines PD. CTS is not responsible for data in the previous database that is corrupted, redundant, incorrect, and/or structured (stored) in a non-relational format. CTS is not responsible for the correctness or quality of data from the original system. No data conversion of paper records will be performed. All source and destination systems will be electronic.

CTS shall convert substantially all such data that reasonably and logically match to direct analogs in the Pembroke Pines PD legacy systems. The verification and testing of the accuracy and completeness of the converted data and/or information shall be the sole responsibility of Pembroke Pines PD.

2.4 Third Party Software Requirements

The Agency agrees to prohibit installation of third party software that would exceed the quantity of licenses purchased on it's behalf by CTS America, as noted below. The Agency further agrees that by installing the software, the Agency accepts all terms, conditions, and/or limitations imposed by the software licensors as detailed in their respective End User License Agreements (EULA's).

Software	Quantity	Purchaser
QuickScene Diagramming	260	CTS America
Microsoft MapPoint 2010	260	CTS America
Bradshaw Crime Analysis Tools	1	CTS America
ESRI Arcview	1	CTS America
ESRI Spatial Analyst	1	CTS America
Microsoft Server & SQL Server + CAL's	As needed	Agency

2.5 Training Services

Product	Training Type	# of Classes	Maximum # of Students	Duration (hrs)
SmartRMS	Admin	1	6	4
	User	2	10	8
SmartSwitch	Admin	1	4	4
SmartMCT	Admin	1	6	4
	User	3	10	8
SmartAdmin	Admin	1	6	4
	User	1	10	8

2.6 Hardware Requirements

Installation and implementation of the SmartCOP applications are **completely dependent** upon the Agency meeting the hardware requirements outlined in Appendix C – Recommended Hardware Specifications.

At a high level, the Agency will need to provide the following:

Hardware to be Provided by Agency	Quantity
Database Server	1
Application Server to host SmartSuite Applications	1
RMS Workstations	TBD by Agency
SmartMCT Hardware (laptops, GPS, aircards)	260
Mobile Data System (wireless network for MCTs)	1
Mobile Comm Server (message switch)	1

3.0 Project Specific Responsibilities

Delivery, implementation, and Go Live! for each of the CTS America products is a joint effort between CTS America and the receiving Agency, Pembroke Pines Police Department. The following responsibility matrices indicate Primary (P) and Support (S) responsibilities necessary to achieve a successful implementation of the CTS America product portfolio.

Legend for all tables:

Responsibility:
P = Primary
S = Supporting

3.1 General Roles and Responsibilities

Prior to implementation of the CTS America product portfolio, a number of preparatory actions must take place. The responsibility matrix below outlines items that must take place PRIOR to beginning any type of deployment of CTS products.

General Roles and Responsibilities			
Assign a Project Manager as primary contact throughout the project lifecycle. System Admin must have an in-depth understanding of the network & hardware being utilized to operate the CTS system. Must also have the authority to accept financial project milestones in conjunction with the life of the project.	Preparation		P
Assign a Project Manager who will act as single point of contact throughout the project lifecycle who will act on behalf of CTS to deliver all contractual deliverables.	Preparation	P	
Provide a project plan that sets schedule expectations and delivery guidelines.	Preparation	P	
Install and configure any hardware and/or Operating Systems and/or 3 rd Party Software necessary to successfully run CTS software.	Preparation		P
Wired / Wireless network (LAN and/or WAN) availability, data throughput, user accessibility, etc.	Preparation		P
Provide IP addresses & remote access for network connectivity	Preparation		P
Provide the necessary electrical, network connectivity & UPS backup for server and workstations utilizing CTS software.	Preparation		P
If necessary, setup & maintain wireless network infrastructure. CTS assumes NO responsibility for any items associated with the wireless network infrastructure, to include coverage, data throughput, access speed, latency, etc.	Preparation		P
Identify a date & time to Go Live!	Configuration	P	P
Input, with training assistance from CTS, all Agency specific tables, forms,	Configuration	S	P

General Roles and Responsibilities			
queries, statistical data reports, user profiles, and initial system setup requirements.			
Provide database structures & purchased CTS products.	Configuration	P	S
Perform acceptance testing on behalf of the Agency.	Implementation	S	P

3.2 Product Implementation Responsibility Matrices

The Responsibility Matrices below detail specific steps that must take place in order to implement each of the CTS America products and associated external interfaces.

3.2.1 SmartADMIN

SmartADMIN Responsibility Matrix			
Provide, install, & configure ALL required IT infrastructure items (network connectivity, hardware, OS, etc.) required to meet minimum standards to support & run SmartCop applications (see Appendix C)	Preparation	S	P
Business Process Review Meeting to Determine Processes & Procedures Requiring Modification	Preparation	S	P
Provide Organization Chart	Preparation	S	P
Provide Head Official's Name & Title	Preparation		P
Provide Agency logo	Preparation		P
Deliver database structures	Configuration	P	
Deliver SmartADMIN application	Configuration	P	
Conduct SmartAdmin Training	Configuration	P	S
Configure System	Configuration	S	P
Acceptance Testing	Configuration	S	P
Go Live!	Implementation	S	P

3.2.2 SmartRMS

SmartRMS Responsibility Matrix			
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SmartRMS Responsibility Matrix			
Provide & install RMS workstations required to meet minimum standards to support & run SmartRMS applications (see Appendix C)	Preparation		P
Obtain necessary sign off and/or approval from the state attorney, local judges, etc. to utilize SmartRMS canned reports (e.g. arrest, offense, affidavits, etc.) NOTE: Any requested modifications to the SmartRMS standard reports will require a SOW- Modification Worksheet (see Appendix A) which may result in schedule slippage and added costs to the Agency.	Preparation	S	P
Deliver SmartRMS application	Configuration	P	
SmartRMS Admin Training	Configuration	P	S
Use ChargeConfiguration Module to link NIBRS Codes to applicable Charges	Configuration	S	P
Configure Report Routing & Workflow	Configuration	S	P
Acceptance Testing	Configuration	S	P
SmartRMS User Training	Implementation	P	S
Go Live!	Implementation	S	P

3.2.3 SmartMCT

SmartMCT Responsibility Matrix			
Provide & install SmartMCT Hardware required to meet minimum standards to support & run SmartMCT applications (see Appendix C)	Preparation		P
Provide & install mobile data system (wireless network for MCT communication) required to meet minimum standards to support & run SmartMCT applications (see Appendix C)	Preparation		P
Provide & install GPS units to capture AVL required to meet minimum standards to support & run SmartMCT applications (see Appendix C)*	Preparation		P
Deliver SmartMCT application	Configuration	P	
Install SmartMCT application on all necessary user laptops	Configuration	S	P
SmartMCT Admin Training	Configuration	P	S
Mobile Unit users must have Admin privileges to	Configuration	S	P

SmartMCT Responsibility Matrix			
successfully run the online "Updater" product; ie, must be able to modify the registry during automatic software updates			
Acceptance Testing	Configuration	S	P
SmartMCT User Training	Implementation	P	S
Go Live!	Implementation	S	P

Note: The Agency is not currently using GPS and may not purchase GPS units prior to Go-Live. The GPS functionality in the software will be enabled later at no additional charge if this is the case.

3.2.4 CIC Interface

CIC Interface			
Provide & install SmartSwitch hardware required to meet minimum standards to support & run SmartSwitch applications (see Appendix C)	Preparation		P
Provide State IP switch address & port number	Preparation		P
Provide ORIs & mnemonics from State	Preparation		P
Provide connectivity with the State (CJIS)	Preparation		P
Deliver & install ConnectCIC software	Configuration	P	S
Test interface	Configuration	P	S
Acceptance Testing	Configuration	S	P

3.2.5 SmartSWITCH

SmartSwitch Responsibility Matrix			
Provide & install Mobile Communication Server required to meet minimum standards to support & run SmartSwitch application (see Appendix C)	Preparation		P
Provide remote access & connection information for message switch	Preparation		P
Configure message switch for SmartCop apps	Configuration	P	

3.2.6 MobileForms

MobileForms Responsibility Matrix			
Deliver MobileForms Server database, web services, and application.	Preparation	P	
Deliver Mobile Forms Client software.	Preparation	P	
Install Mobile Forms Client on user laptops	Preparation	S	P
Mobile Unit users must have Admin privileges to successfully run the online "Updater" product; ie, must be able to modify the registry during automatic software updates	Preparation	S	P
Provide Agency Logo	Configuration	S	P
Prepare & input all data as required for configuration (Statutes, Counties, Cities, Courts, Booking Facilities, Fines, Tow Companies, etc.)	Configuration	S	P
Traffic Violation Configuration <ul style="list-style-type: none"> • Input statutes & any local ordinances • Input & configure fine amounts for statute & local ordinance violations. • Configure page 2 of UTC printout • Configure court schedule • Configure any Agency wide 'quick violations' • Configure edit rules 	Configuration	S	P
Faulty Equipment Configuration <ul style="list-style-type: none"> • Configure Warning Violations • Configure Faulty Equipment Violation • Configure edit rules 	Configuration	S	P
Tow Log Configuration <ul style="list-style-type: none"> • Input & Configure Towing Companies • Input & Configure Vehicle Storage Locations • Configure edit rules 	Configuration	S	P
Activity Report Configuraton <ul style="list-style-type: none"> • Input & Configure Activity Group Codes & Activity Codes • Configure edit rules 	Configuration	S	P
Field Interview Configuraton <ul style="list-style-type: none"> • Review lookup choices and modify / configure as desired. • Configure edit rules 	Configuration	S	P
Traffic Crash Configuration <ul style="list-style-type: none"> • Review / configure edit rules 	Configuration	S	P

MobileForms Responsibility Matrix			
<ul style="list-style-type: none"> Configure driver's exchange 			
Create Agency Groups & Permissions Groups	Configuration	S	P
Create User Accounts	Configuration	S	P
Issued Numbers <ul style="list-style-type: none"> Determine which forms will require for issued numbers. Assign Agency POC to manage issued numbers. Issue numbers. 	Configuration	S	P
Perform Mobile Forms acceptance testing based on configurations in place.	Configuration	S	P
Conduct user training	Implementation	P	S
GoLive!	Implementation	S	P

3.2.7 Citation Interface to Clerk of Court

Citation Interface to Clerk of Court*			
Provide FTP Address	Preparation	S	P
Provide username / password	Preparation		P
Determine if export needs to be sent in Binary or ASCII format	Preparation	S	P
Provide folder name of where CTS is to deliver files	Preparation	S	P
Determine which, if any, statutes / ordinances, etc are to be excluded from the export.	Preparation	S	P
Deliver interface	Implementation	P	S
Test and Accept Interface	Implementation	S	P

***Note:** The Broward County Clerk of Court does not currently accept e-citations. As a result, the e-citations interface may be installed at the Agency after Go-Live. There will be no additional charge if this is the case.

3.2.8 Data Conversion

Data Conversion			
Provide Copy of Database	Configuration	S	P
Provide Database Scheme (if possible)	Configuration	S	P
Provide Copies of Reports that Need to be Converted	Configuration	S	P
Assist in Answering Database Related Questions	Configuration	S	P
Data Conversion – 1 st Pass	Configuration	P	S

Data Conversion			
Validate Conversion	Configuration	S	P
Data Conversion - Rework	Configuration	P	S
Conversion Review and Sign Off	Configuration	S	P
Conversion Go-Live	Implementation	P	S

3.3 Training Roles & Responsibilities

Training is a vital component that ensures successful implementation and user buy-in of the CTS America product portfolio. The responsibility matrix below lists the necessary items required for training success.

Training Responsibility Matrix			
Identify dates for training to occur & type of training required.	Preparation	S	P
Provide a suitable training room	Configuration Implementation		P
Provide any logistical support necessary (i.e. power, cabling, audio/visual, etc.) to conduct training.	Configuration Implementation		P
Ensure that users have a basic understanding of operating PCs on a Windows platform.	Configuration Implementation		P
Dedicate the necessary resources and personnel to successfully complete the CTS training itinerary.	Configuration Implementation		P
Provide detailed training itinerary and lesson plan.	Configuration Implementation	P	
Provide trainers knowledgeable in the applications being implemented	Configuration Implementation	P	
Provide one set of administrator and user manuals electronically.	Configuration Implementation	P	
Provide copies of administrator and user manuals to appropriate Agency personnel.	Configuration Implementation		P

3.4 Post Go-Live! Roles & Responsibilities

Once the Agency begins utilizing the CTS America system in a production environment (aka GoLive!) and CTS America has met all contractual requirements,

the CTS America Technical Support Center will provide any and all necessary support to the Agency for product related issues and questions.

Post Go Live Responsibility Matrix			
Transition all ongoing account support to the CTS America Technical Support Center.	Closure	P	S
In order for CTS to troubleshoot issues, monitor system performance, and distribute product updates, the Agency must provide remote access to the network to CTS.	Closure		P
Contact the CTS Technical Support Center at 1.800.374.0101 or support@cts-america.com for any product related issues or questions	Closure	S	P
Provide periodic updates of the product portfolio purchased.	Closure	P	S

CTS's software is designed to streamline the NIBRS reporting process. The Agency should be aware, however, that there is still a considerable amount of work that has to be done to ensure the information is reported correctly. The Agency should assign someone to manage this process. Responsibilities include maintaining the charge to NIBRS code configuration, reviewing and correcting reports that fail the State's import requirements, and coordinating with CTS to develop and test new edit rules to improve first pass reporting success rates.

4.0 Customer Acceptance Criteria

Agency shall be conclusively deemed to have accepted a Software Product upon Agency beginning to utilize a Software Product in a Production Environment (commonly known in the industry as "Live").

The Agency will test the Software Product during the Preparation Phase, while doing configuration and data validation, prior to the Product being used into a Production Environment. The Agency must notify CTS that the Software Product has been completely or partially rejected as failing to operate substantially in accordance with the written agreement between CTS and Agency and describing in detail each non conformity in writing at least thirty (30) days prior to Software Product being put into a Production Environment.

Prior to Software Product being utilized in a Production Environment, CTS and Agency shall agree on any remaining nonconformities for the subject Software Product, the time period CTS has to complete the nonconformities for the subject Software Product and the total contract price for the subject Software Product that will be withheld until such time as the nonconformities are completed.

CTS and Agency agree that data conversions and interfaces are not part of the system acceptance, and will not delay CTS's requirements under final system

acceptance, and Agency will thoroughly test data conversions and special interfaces prior to utilizing in a Production Environment.

5.0 General Clauses

5.1 ~~Arbitration~~Dispute Resolution/Venue

The parties agree that ~~Any and all~~ disputes and/or controversies relating to this Statement of Work, including the responsibility matrix, may be ~~resolved solely and exclusively by non-binding arbitration~~ submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association. In the event the parties agree to arbitration, ~~the~~ arbitration shall be conducted by a panel of three arbitrators. Agency will select one arbitrator who is a member of The Florida Bar, and whose membership is active and in good standing. CTS will select one arbitrator who is a member of The Florida Bar, and whose membership is active and in good standing. The two arbitrators will then select a third arbitrator who is a member of The Florida Bar, and whose membership is active and in good standing. The powers and rulings of the arbitrators shall be exercised by a majority of their number. The rulings of the majority of arbitrators shall be in writing and non-binding on Agency and CTS. All discovery to be performed for purpose of the arbitration shall be governed by the ~~Montana~~ Florida Rules of Civil Procedure, as ruled upon by the majority of the arbitrators. Agency will be responsible for paying the fees and costs billed by independent counsel Agency may retain. CTS will be responsible for paying the fees and costs billed by independent counsel CTS may retain. All other fees and costs associated with the arbitration, including filing fees and costs and arbitrator fees and costs, will be paid in the manner and by the party or parties directed by the majority of the arbitrators, which decision shall be consistent with statutory and common law. If permitted under the laws in which Agency and/or CTS assert(s) its/their cause of action, the majority of the arbitrators are permitted to award attorneys fees and costs to the prevailing party. In the event either party chooses to file suit to enforce any provision of this Agreement, venue for any litigation shall be proper in the Seventeenth Judicial Circuit Court in Broward County, Florida.

5.2 Complete Statement

This Statement of Work, as amended in writing from time to time, constitutes the complete Statement of Work, regardless of all prior representations and communications, whether written or oral, regarding the same subject matter addressed herein.

5.3 Headings

The headings in this Statement of Work are inserted for convenience only and are not to be considered in construction of this Agreement's provisions.

5.4 Severability

The invalidity or unenforceability of any provision of this SOW shall not affect the validity or enforceability of the other provisions of this SOW, which shall remain in full force and effect. If any of the provisions of this SOW shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court or arbitrators making such determination shall enforce the remaining provisions of this SOW, and shall reduce such extent, duration, scope, or other provision and shall enforce them in their reduced form for all purposes contemplated by this SOW.

5.5 Certification- Statement of Work

CTS and Agency do hereby certify that this document signed this _____ day of _____, 2013, as amended hereafter in writing from time to time, constitutes the complete Statement of Work between the parties.

Both CTS and Agency hereby agree to be bound by the terms and conditions of this Statement of Work.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

James Benson
Full name

CTS America
Chief Operating Officer
Title

James Benson 6/4/13
Signature Date

Martin Westwood
Full name

CTS America
Executive Director, Product Management
Title

JB for Martin Westwood
Signature Date

Steven J Williams

Charles F. Dodge
Pembroke Pines Representative Full name

City Manager
Pembroke Pines Representative Title


Charles F. Dodge 6/20/13
Signature Date

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY

DATED: _____

Statement of Work

Full name _____
CTS America
Director, Project Management
Title _____

Signature _____ Date _____
DAVID CONKIE FOR
STEVEN WILLIAMS

Appendix A: SOW Modification Worksheet

Agency: _____

Project Name: _____

Contract Number: _____

Description of Desired Change to Original SOW		
Description of Change	Cost Implication of Change	Changes in Timeline and Milestones

Explanation of Work to be Performed

< Detailed description of work to be completed.>

Exclusions: Please note that this Change Order is ONLY for < enter work here > All work other than explicitly specified above, is excluded from this Change Order.

Cost Implications

Item	Effort	Cost
	X # man hours @ \$150/hr	
	TOTAL:	

Terms	
Due on Change Order Signature – 50%	
Due on Completion of Report – 50%	

By signing this SOW- Modification Worksheet, it is agreed that both parties have read, reviewed, and agree to the changes requested to the original Statement of Work for this project.

Statement of Work

By signing this SOW Modification Acceptance Signature Page, it is agreed that both parties have read and reviewed the changes requested and both parties agree to these changes to the original Statement of Work.

Signed this _____ day of _____, 2013

James Benson

Full name

Agency Representatives Full name

CTS America
Chief Operating Officer

Title

Agency Representatives Title

Signature

Date

Signature(s)

Date

Martin Westwood

Full name

Steven J Williams

Full name

CTS America
Executive Director, Product Development

Title

CTS America
Director, Project Management

Title

Signature

Date


Signature

Date

Appendix B: Estimated Project Timeline

Task Name	Duration	Start	Finish	Predecessors	Resource Names
City of Pembroke Pines - Software Project	172 days	Wed 4/3/13	Thu 11/28/13		
Initiation Phase	5 days	Wed 4/3/13	Tue 4/9/13		
Contract Signed	1 day	Wed 4/3/13	Wed 4/3/13		PP
SOW & Acceptance Test Plan Negotiations	2 days	Thu 4/4/13	Fri 4/5/13	3	PP / CTS
Statement of Work Signed	1 day	Mon 4/8/13	Mon 4/8/13	4	PP / CTS
Kickoff Meeting	2 days	Mon 4/8/13	Tue 4/9/13	4	PP / CTS
Preparation Phase	20 days	Wed 4/10/13	Tue 5/7/13		
Network Preparation	20 days	Wed 4/10/13	Tue 5/7/13	2	
Provide remote connectivity to CTS	2 days	Wed 4/10/13	Thu 4/11/13	2	PP
Test / confirm remote access	2 days	Wed 4/10/13	Thu 4/11/13	2	CTS
Network Assessment	3 days	Fri 4/12/13	Tue 4/16/13	10	CTS
Order Additional Hardware if Necessary	15 days	Wed 4/17/13	Tue 5/7/13	11	PP
Configuration Phase	80 days	Wed 5/8/13	Tue 8/27/13	7	
CAD to Mobile Interface Development (Actual Duration TBD Pending Technical Assessment)	60 days	Wed 5/8/13	Tue 7/30/13		
Product Delivery	17 days	Wed 5/8/13	Thu 5/30/13		
Server Side Product Delivery	8 days	Wed 5/8/13	Fri 5/17/13	7	
Install SQL (Production and Test)	2 days	Wed 5/8/13	Thu 5/9/13	7	CTS
Deliver Databases (Production & Test)	3 days	Fri 5/10/13	Tue 5/14/13	17	CTS
Deliver Applications - RMS, Mobile Forms, Mobile Computer Terminal	3 days	Wed 5/15/13	Fri 5/17/13	18	CTS
Client Side Product Delivery	17 days	Wed 5/8/13	Thu 5/30/13	7	
Deliver Mobile For Client Install	2 days	Wed 5/8/13	Thu 5/9/13	7	CTS
Install Mobile For Client on User Laptops	15 days	Fri 5/10/13	Thu 5/30/13	21	PP
Product Configuration	24 days	Fri 5/31/13	Wed 7/3/13	15	
Software Configuration	24 days	Fri 5/31/13	Wed 7/3/13		
Administrative Training	2 days	Fri 5/31/13	Mon 6/3/13	18	CTS / PP
Configure Applications	7 days	Fri 5/31/13	Mon 6/10/13	19	PP
Test Environment Acceptance Testing & Signoff	10 days	Tue 6/11/13	Mon 6/24/13	26,22	PP
Copy Configuration to Production	2 days	Tue 6/25/13	Wed 6/28/13	27	CTS / PP
Production Acceptance Testing & Signoff	5 days	Thu 6/27/13	Wed 7/3/13	28	PP
Data Conversion	80 days	Wed 5/8/13	Tue 8/27/13		
Provide Legacy Application Data for Data Conversion	14 days	Wed 5/8/13	Mon 5/27/13		PP
Complete First Cut	45 days	Tue 5/28/13	Mon 7/29/13	31	CTS
Customer Validation / Acceptance	10 days	Tue 7/30/13	Mon 8/12/13	32	PP
Rework (If Necessary)	10 days	Tue 8/13/13	Mon 8/26/13	33	CTS
Customer Validation and Signoff	1 day	Tue 8/27/13	Tue 8/27/13	34	PP
Implementation Phase - RMS & Mobiles	41 days	Wed 8/28/13	Wed 10/23/13		
Conduct End User Training for RMS & Mobiles	5 days	Wed 8/28/13	Tue 9/3/13	35	CTS
Certify in Writing System is Ready for Use	1 day	Wed 9/4/13	Wed 9/4/13	37	CTS
Go Live Preparation Meeting - Establish Expectations and Responsibilities	1 day	Thu 9/5/13	Thu 9/5/13	38	CTS / PP
Convert Required Data	1 day	Fri 9/6/13	Fri 9/6/13	39	CTS
RMS and Mobiles Go-Live	3 days	Mon 9/9/13	Wed 9/11/13	40	PP
Enable Bradshaw Crime Analysis	30 days	Thu 9/12/13	Wed 10/23/13	41	
Closure Phase	26 days	Thu 10/24/13	Thu 11/28/13		
System Tuning	10 days	Thu 10/24/13	Wed 11/6/13	42	CTS
Final Acceptance Testing & SignOff	15 days	Thu 11/7/13	Wed 11/27/13	44	PP
Contract Closure	1 day	Thu 11/28/13	Thu 11/28/13	45	PP/CTS
Transition Account to Technical Support	0 days	Thu 11/28/13	Thu 11/28/13	46	CTS

Appendix C: Hardware Specification Requirements

CTS Recommended Hardware Specifications			
Database Server (CAD / RMS SQL) <i>Recommended: Dell PowerEdge™ T or R Series 410 or Higher</i>		Server/Desktop Network Connectivity	
Recommended Configuration		Minimum	Recommended
<ul style="list-style-type: none"> Dual Intel Xeon Processors (Dual +2.8GHz or Quad Core +2.0GHz) >= 16GB RAM >= 500GB Hard Drive Storage or SAN RAID 10 Controller for the SQL data files (300GB+) RAID 1 Controller for SQL Log Files (150GB+) RAID 1 Controller for Operating System (50GB+) Windows 2008 Server (64bit) & Required Number of Client Access Licenses Dual 1GbE NIC Backup Device and Backup Software Remote access configured for CTS America support technicians Microsoft SQL Server 2008 R2 (64bit) Standard version License Models - per core or Server +CALs Microsoft clustered environment recommended but not required **Requirement** - Only SQL Server to run on this device (No DNS, Exchange, Domain Controller, etc.) 		<ul style="list-style-type: none"> 10/100 LAN Existing LAN switch with enough ports to accommodate CAD workstations Cat 5 cabling to all workstations 1.5Mbps (T1/DSL) Network to remote offices VPN Access for CTS America support *Remote offices will require use of remote access server 	<ul style="list-style-type: none"> 1GbE LAN Dedicated Switch for CAD workstations Cat 5e cable to all workstations 45Mbps (T3/DS3) Network to remote offices Redundant Power Supply VPN Access for CTS America support *Remote offices will require use of remote access server
		Mobile Network Connectivity	
		Minimum	Recommended
		<ul style="list-style-type: none"> 3G* Broadband Mobile data connectivity <ul style="list-style-type: none"> 1xRT, GPRS, EDGE, etc... WiFi, WiMax, etc... 	<ul style="list-style-type: none"> *4G* Broadband Mobile data connectivity <ul style="list-style-type: none"> 1xRT, GPRS, EDGE, etc... WiFi, WiMax, etc...
*Remote Access Server <i>Recommended: Dell PowerEdge™ T or R Series 410 or Higher</i>		Mobile Communication Terminal (MCT) Server Version 8 and above <i>Recommended: Dell PowerEdge™ T or R Series 410 or Higher</i>	
Recommended Configuration		Recommended Configuration	
<ul style="list-style-type: none"> Dual Intel Xeon +2.8GHz Processors >= 8GB RAM >= 150GB Hard Drive Storage Windows 2008 Server (64bit) & Required Number of Client Access Licenses 1GbE NIC (Teamed and/or Load Balanced) Backup Storage Device and Backup Software Battery Backup System <p>*Required if providing Terminal Services access to remote office locations.</p>		<ul style="list-style-type: none"> >= 2.5GHz Intel Xeon Dual Core Processor >= 8GB RAM >=150GB Available Hard Drive Windows 2008 Server WEB Edition R2 Microsoft IIS 7 1GbE NIC Remote Access for CTS America Battery Backup System Agencies with more than 200 personnel per shift require the use of three load balanced Mobile Communication Servers. 	
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CTS Recommended Hardware Specifications

WebServer(s)) SmartSHARE/SmartWEB

Recommended: Dell PowerEdge™ T or R Series 410 or Higher

Recommended Configuration

- >= 2.3GHz Intel Xeon Dual Core Processor
- >= 4GB RAM
- 100GB Available Hard Drive
- Windows 2008 Server WEB Edition
- Microsoft IIS
- 1GbE NIC
- Remote Access for CTS America
- Battery Backup System

Depending on State Security Policy, SmartShare and SmartWEB may have to be placed on separate servers.

Smart MCT laptops

Recommended Model: Dell Latitude, ATG, XPR, Panasonic Toughbook

Minimum

- Intel Processor >=1.5GHz
- >= 2 GB RAM
- >= 40 GB Hard Drive
- Windows XP
- Floppy/CD
- Communication Medium for Cellular
- Computer to modem interface cable
- Vehicle Mount Equipment
- Vehicle Power Adapter

Recommended

- Intel Processor +2.5GHz
- Anti-Glare Screen
- >= 8GB RAM
- >= 160 GB Hard Drive
- Windows 7
- DVD-ROM
- Communication Medium
- AT&T, Verizon, Sprint, etc.
- Vehicle Mount Equipment
- Vehicle Power Adapter
- Mobile MagStripe/Barcode Reader (See below)
- Mobile Printer (See Below)

Web Based Crash Reporting (WebServer)

Recommended: Dell PowerEdge™ T or R Series 410 or Higher

Recommended Configuration

- >= 2.5GHz Intel Xeon Dual Core Processor
- >= 8GB RAM
- >=100GB Available Hard Drive
- Windows 2008 Server WEB Edition R2
- Microsoft IIS 7
- 1GbE Network Interface Card
- Remote Access for CTS America
- Battery Backup System

CAD / RMS / Jail Workstations

Recommended: Dell Optiplex configured with specs below

Recommended Configuration

- CAD / Jail / RMS- workstation configuration
- Intel Processor >= 2.5 GHz
- >= 8GB RAM
- >= 100GB Hard Drive
- Windows7 is preferred (Windows XP Pro is minimum.)
- 1GbE NIC

CAD-Video card and monitor recommendations
128MB Quad port output Video Card (Minimum 64MB video card) & Preferred 3- 4 Monitors greater than19" with min 1024x768 Screen Resolution

RMS / Jail- Video card and monitor recommendations
Recommend 128MB Video Card (Minimum 64MB video card) Monitor greater than19" with min 1024x768 Screen Resolution



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CTS Recommended Hardware Specifications

Server Virtualization Support

CTS supports the virtualization of all CTS server functions utilizing a VMware solution.
(We currently do not recommend the use of a Microsoft Hypervisor solution)

Minimum Requirements:

- >= VMware vSphere Hypervisor™ (ESXi) 4.1
- Host Server must be a VMware supported platform. For a list of supported platforms, see the VMware Compatibility Guide at <http://www.vmware.com/resources/compatibility>.
- Each of the Virtual Machine resource allocations (processor / memory / storage) must meet the same requirements as the physical servers listed above.
- 1 GbE network
- Existing Virtual Environment resources cannot not be over committed and dependent on ballooning.

Strongly Recommended:

- Vsphere High Availability (HA) and Distributed Resource Scheduler (DRS) Feature Enabled
- HA and DRS feature included when purchasing one of the following License kits –
 - Purchase of vSphere 5.0 Essentials Plus or one of the VMware 5.0 Accelerations Kit license
<http://www.vmware.com/products/vsphere/small-business/overview.html#VMware>

Virtualized SQL Server best practice considerations

1. Recommend Dell Equallogic Series 10GbE iSCSI array
2. 10 GbE dedicated Powerconnect Switch for iSCSI storage.network
3. Utilize RAID 10 for SQL data
4. SQL VM's should have assigned memory reservations, additionally if the SQL Server lock pages in memory parameter has been set, the VM's will need reservations set to match the amount of memory allocated in the virtual machine configuration.
5. Use the VMXNET network adapter for optimal performance
6. Use VMFS for virtual disk storage
7. Virtual disks configured as eager-zero thick in place of thin provisioning
8. Additional Best Practice Information may be found at the following link:
 - [VMware SQL Server Best Practices](#)
 - [Microsoft SQL Best Practices](#)

There has been a recent change in SQL Server Licensing, for the updated changes go to the following link for SQL virtualization licensing guidance

<http://www.microsoft.com/sqlserver/en/us/get-sql-server/how-to-buy.aspx>



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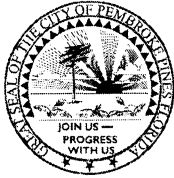
CTS Recommended Hardware Specifications

Peripheral Equipment

- **Desktop Barcode Scanner** - PS2, USB or serial scanners capable of reading Code 39 and 128 barcodes.
 - Must support carriage return after scan.
- **DL Scanner** – E-Seek M-250 or MAGTEK USB Card Reader Part# 21073062 (Keyboard Emulation Mode).
- **GPS Receiver** – BU-353 GPS receiver or equivalent NMEA compliant
- **Jail Label Printing** - DeskJet printer with label sheet of 3 columns 10 rows, each label needs to be 1 x 2 5/8 and margin top of sheet to the top of the first row of the sheet needs to be half inch. *(A color capable printer is recommended)*
- **IssProp / Fleet** – 2" x 1" Label printer (SII 240 or equivalent)
- **Evidence Labels** – 4" x 3" Label Printer (Wasp WPL305 or equivalent)
- **Mobile Report Printing** – HP Deskjet 460 or 470
- **Report Printing** - LaserJet or DeskJet printer. *(A color capable printer is recommended)*
- **ID Card Printing** (Jail and Empmast) – Datacard SP55 or equivalent
- **Mugshot Capture Video Camera**- NTSC capable of at least 640x480 resolution and have either S-VIDEO or COMPOSITE Output connections. *(The output connections are based on what input connection the video capture card accepts)*
- **Mugshot Video Capture Card** - Recommend the use of any 32bit video capture card with S-VIDEO or COMPOSITE input connection *(The output connections are based on what input connection the video capture card accepts)* By name recommendations can be provided.
- **Tablet PC** for property, evidence and remote Inmate tracking - Recommend rugged case and capability to connect to wireless network. *(This requires a wireless network infrastructure)*. MS Windows XP Tablet Edition preferred.
- **Jail Pocket PC Handheld** –Symbol MC75 – Windows Mobile OS - rugged and capable of connect to a wireless network. *(Requires a wireless network infrastructure)*.
- **Signature Capture Device** - Topaz Electronic Capture Device. Model T-S261-HSB-R / Model TL462 HSB *Note: Any 1 X 5 Sig Lite or Sig Gem series of devices will interface*
- **Fingerprint Capture Device** – Cross Match Verifier 300 LC 2.0 USB (Must be ordered with Auto Capture and Extract and Match License installed)
- **Document Scanners** – TWAIN compliant document scanners
- **Evidence Pocket PC Handheld** –Motorola MC65 or MC75A – Windows Mobile OS – rugged.
- **SmartPTW Handheld** - Motorola MC65 or MC75A
- **SmartPTW Printer** – Zebra Printer: RW420 Model# R4D-0UBA000N-00
- **Virtual Communication Ports** -- GPSGate Client Express



v.2012-08-22



City of Pembroke Pines, FL

Agenda Request Form

10100 Pines Blvd.
Pembroke Pines, Florida
33026
www.ppines.com

Agenda Number: 10.

File Number: 13-2382

File Type: Agreements/Contracts

Status: Passed

Version: 0

Reference:

Controlling Body: City Commission

Requester: Purchasing Manager

Initial Cost:

Introduced: 01/23/2013

File Name: Award IT-12-02 Police Department Records
Management System

Final Action: 04/17/2013

Title: MOTION TO APPROVE THE EVALUATION COMMITTEE'S RECOMMENDATION TO AWARD RFP # IT-12-02 "PUBLIC SAFETY (POLICE) AUTOMATIC RECORDS MANAGEMENT AND MOBILE COMPUTING SYSTEM" TO CTS AMERICA FOR A TOTAL COST OF \$590,327, COMPOSED OF SIXTY MONTHLY PAYMENTS OF \$9,839, ALONG WITH MAINTENANCE COSTS OF \$73,315 WHICH STARTS IN YEAR TWO AND INCREASES ANNUALLY.

Notes:

Attachments: 1. IT-12-02 Public Safety (Police) Automatic Records Management and Mobile Computing System
2. Bid Tabulation
3. Proposal Form - CTS America

Agenda Date: 04/17/2013

Agenda Number: 10.

Enactment Date:

Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	04/17/2013	approve				Pass
			Aye: 5	Mayor Ortis, Vice Mayor Castillo, Commissioner Schwartz, Commissioner Shechter and Commissioner Siple			
			Nay: 0				

SUMMARY EXPLANATION AND BACKGROUND:

1. The Pembroke Pines Police Department has utilized the VisionAir Report Management and Field Reporting software for approximately 15 years. The cost for the Software Support and Maintenance for the 2011-12 fiscal year was \$126,943.40.

2. Increasingly, the Police Department has found that the VisionAir software suite no longer meets its needs, nor does it conform to the established work flow patterns currently employed by the Department.

3. After conducting several on-site visits with other agencies that utilize different vendors, it was found that there were software packages that would allow the Police Department to better control the flow of data, increase information available to Officers and Detectives in the field, thereby increasing effectiveness and productivity.

4. In lieu of renewing the annual maintenance agreement with VisionAir, the Police Department decided that it was necessary to issue a solicitation based on their present needs, with an eye to the future for integration with the new Computer Aided Dispatch System (CAD) that will be going on-line in the near future. It is very important to establish synchronicity between these two programs so that the maximum productivity could be achieved with minimum interruption in services. It was equally important to integrate a new Records Management System that allowed easier access and control of data and reduced the necessity of software support at the lowest possible cost to the City.

5. On August 15, 2012, the City Commission authorized the advertisement of RFP # IT-12-02 "Public Safety (Police) Automatic Records Management and Mobile Computing System", which was advertised on August 21, 2012.

6. On October 30, 2012, three bids were opened, the proposed prices for the purchase and financing options along with the maintenance costs are listed below:

	SunGuard		New World
Description	Public Sector	CTS America	Systems
Purchase Option:	\$1,026,008.60	\$ 590,327.00	\$ 1,418,583.00
Additional Costs	\$ 0.00	\$ 0.00	\$ 45,000.00
Total Cost	\$1,026,008.60	\$ 590,327.00	\$ 1,463,583.00
Financing Option:			
Principal	\$1,026,008.60	\$ 590,327.00	Not Applicable
Interest Rate	3.15%	0%	Not Applicable
Monthly Payment	\$ 18,504.50	\$ 9,839.00	Not Applicable
Number of Months	60	60	Not Applicable
Total Monthly Payments	\$1,110,270.00	\$ 590,340.00	Not Applicable
Maintenance Costs:			
Year 2	\$ 128,520.00	\$ 73,315.00	\$ 280,800.00
Year 3	\$ 128,520.00	\$ 75,514.00	\$ 290,800.00
Year 4	\$ 128,520.00	\$ 77,779.00	\$ 300,800.00
Year 5	\$ 128,520.00	\$ 80,113.00	\$ 310,800.00
Year 6	\$ 128,520.00	\$ 82,516.00	\$ 321,800.00
Total Maintenance Cost	\$ 642,600.00	\$ 389,237.00	\$ 1,505,000.00
Total 6 Year Cost:			
Purchase & Maint.:	\$1,668,608.60	\$ 979,564.00	\$ 2,968,583.00
Finance & Maint.:	\$1,752,870.00	\$ 979,577.00	Not Applicable

7. On December 12, 2012, the City convened an Evaluation Committee to review the three proposals. The Committee discussed the three proposals that were submitted and

determined that the presentations from the vendors should include a line server environment presentation, so that the Committee could evaluate the full functionality of the proposed system.

8. On January 22, 2013, the Evaluation Committee re-convened to listen to the presentations and to engage in a question and answer session with each of the vendors. The Evaluation Committee was also tasked with evaluating the proposals according to the criteria that was presented in the RFP package.

9. The Evaluation Committee scored and ranked the vendors which resulted in CTS America being ranked as # 1. The Evaluation Committee unanimously approved to recommend CTS America to the City Commission for award of RFP # IT-12-02 "Public Safety (Police) Automatic Records Management and Mobile Computing System".

10. Due to budget constraints, Administration has decided to utilize the Financing Option that will allow for 60 equal monthly payments instead of a large up-front cost for the Automatic Records Management and Mobile Computing System.

11. Recommend Commission to approve the Evaluation Committee's recommendation to award RFP # IT-12-02 "Public Safety (Police) Automatic Records Management and Mobile Computing System" to CTS America for a total cost of \$590,340, composed of sixty monthly payments of \$9,839.00, along with maintenance costs that starts in year two at \$73,315.00 and increases annually.

Item has been reviewed by the Commission Auditor and approved for the Agenda.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$49,195 (5 months - May - September- at \$9,839 per month)

b) Amount budgeted for this item in Account No: None.

c) Source of funding for difference, if not fully budgeted: Upon Commission approval, budget adjustments will be made to the appropriate accounts to reflect the financing of this item. Funds are available in account # 1-521-3001-46801 - I.T. Maintenance contracts to make the monthly installments of \$49,195.

d) 5 year projection of the operational cost of the project:

Financing Costs (60 months at \$9,839 per month):

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$49,195	\$118,068	\$118,068	\$118,068	\$118,068
Net Cost	\$49,195	\$118,068	\$118,068	\$118,068	\$118,068

Annual Maintenance Costs:

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$0	\$73,315	\$75,514	\$77,779	\$80,113
Net Cost	\$0	\$73,315	\$75,514	\$77,779	\$80,113

Total Financing & Maintenance Costs:

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0

Agenda Request Form Continued (13-2382)

Expenditures	\$49,195	\$191,383	\$193,582	\$195,847	\$198,181
Net Cost	\$49,195	\$191,383	\$193,582	\$195,847	\$198,181

e) Detail of additional staff requirements: Not Applicable.



Schedule I (Appendix I)

CTS America Pricing Summary for

Pembroke Pines PD (RMS, 260 Mobiles, Switch, Admin)

6/3/2013

CTS America Software		
SmartRMS (Records Management System)	\$	93,985.00
SmartSWITCH (Mobile Data Switch)	\$	24,498.00
SmartMOBILE (Mobile Computer Terminal / Mobile Reporting)	\$	235,820.00
SmartADMIN (Administrative Modules)	\$	31,000.00
Subtotal	\$	385,303.00

CTS America Services / Training / Project Management / Hardware / etc.		
Third Party Software	\$	76,649.00
Training & Installation Services	\$	37,845.00
Project Management	\$	38,530.30
Data Conversion Services	\$	30,000.00
Integration Services - estimate on interface to Motorola CAD for dispatch info for reports	\$	22,000.00
Subtotal	\$	205,024.30

Total Purchase	\$	590,327.30
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Standard Terms		
Due on signing of contract and Statement of Work	\$	179,442.00
Due on acceptance of data conversion	\$	30,000.00
Due on go-live of RMS	\$	179,442.00
Due on go-live of Mobile Software	\$	179,442.00
Due on Acceptance of interface to Moto CAD	\$	22,000.00

Annual Maintenance Fee	18%	\$	73,314.54
<i>Purchase Price includes 1st year of maintenance which begins at initial go-live</i>			
<i>Maintenance Fees begin 12 months from go-live</i>			
<i>Maintenance Fees increase 3% annually</i>			
<i>Fee Includes Product Releases, Upgrades, and 24/7/365 Phone Support</i>			