

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # B-14

Urgent

Routine

CEO Concurs with Recommendation YES  NO

(Information Attached)

AGENDA DATE July 10, 2007

4/5 Vote Required YES  NO

SUBJECT:

Approval to Negotiate and Enter Into an Agreement with IPC Command Systems, Inc. for the Purchase of Software, Equipment and Professional Services for an Integrated Public Safety System

STAFF RECOMMENDATIONS:

1. Approve the purchase of a new Integrated Public Safety System from IPC Command Systems, Inc. (IPC) and authorize the Chief Executive Officer to negotiate and enter into a contract for the purchase of the system, services, support and updates.
2. Authorize the Chief Executive Officer to enter into the Project Agreement with the City of Modesto and the Stanislaus Regional 911 Joint Powers Authority.

- CONTINUED -

FISCAL IMPACT:

The total project budget for the implementation of this new system is \$3,884,234 and is funded by Homeland Security, Byrne Justice Assistance and Community Oriented Policing Services (COPS) grants totaling \$1,218,572, City Capital Facilities Fees and City and County General Fund contributions. Costs of the project are apportioned as follows: Stanislaus Regional 911 Joint Powers Authority (JPA) - \$1,819,232, City of Modesto - \$1,674,898, Stanislaus County - \$376,544, and the Stanislaus County Fire Authority - \$13,560, for a total one-time cost for Stanislaus County of \$390,104.

- CONTINUED -

BOARD ACTION AS FOLLOWS:

No. 2007-553

On motion of Supervisor O'Brien, Seconded by Supervisor Monteith  
and approved by the following vote,

Ayes: Supervisors: Mayfield, Grover, Monteith, DeMartini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Negotiate and Enter Into An Agreement with IPC Command Systems, Inc. for the Purchase of Software, Equipment and Professional Services for an Integrated Public Safety System.

**STAFF RECOMMENDATIONS (continued)**

3. Approve undesignating up to \$868,568 from the Designation for Contingencies.
4. Direct the Auditor-Controller to establish appropriations of \$390,104 funded by the undesignated funds, in the Chief Executive Office Plant Acquisition budget for direct payment by the County of those County costs that will not be spread as part of the SR911 cost sharing formula.
5. Authorize the loan of up to \$478,464 of the undesignated funds to the SR911 Joint Powers Agency and direct the Auditor-Controller to transfer these funds on an incremental basis tied to the IPC Command Systems, Inc. payment schedule paid by the SR 911 Joint Powers Agency. The loan will be repaid to the County Designation for Contingencies over a five-year period at 5% simple interest.

**FISCAL IMPACT (continued)**

The JPA obligation, net of grant revenue, is \$1,032,909 which will be advanced by the City of Modesto (\$554,445) and Stanislaus County (\$478,464), to be repaid by the JPA over a 5 year period at 5% simple interest commencing upon final project acceptance. The JPA will charge out this expense to constituent agencies monthly based on their established billing methodology. It is recommended that Designation for Contingencies be replenished from the repayment of this advance.

The total not to exceed contract with IPC Command Systems, Inc (IPC) is for \$3,162,031. This includes \$2,280,183 for the purchase of a new Computer Aided Dispatch system (CAD), a Records Management System (RMS) for the Modesto Police Department, application integration with ICJIS and fire department applications, project management, implementation and support, as well as required licensing, computer hardware and other directly-related systems. In addition to the base system, the IPC contract includes two options which will be exercised only as funding has been identified. The first option at a cost of \$325,488 is for a document management system for the Modesto Police Department which would be funded by the City of Modesto. The second option is for COPLINK, which is a crime analysis tool that integrates law enforcement databases from multiple jurisdictions. This option, with a cost of \$556,360, will be shared equally between the City of Modesto and Stanislaus County. The contract specifies a fixed cost for these services and components, as well as identifies billing rates and a change management protocol for additional directly-related needs.

The project budget also includes \$131,000 for reimbursement for project manager services, \$90,000 for the continued services of Delta Works which has provided valuable expertise and assistance throughout the RFP process, \$100,000 for additional SR911 Information Technology (I.T.) resources during the implementation period, \$85,000 for new CAD workstations, and a project contingency of \$316,203. A cost methodology has been developed that equitably apportions project costs in a manner that ensures that each agency is paying their fair share. This apportionment methodology has been reviewed and approved by the advisory team and executive representatives.

## Approval to Negotiate and Enter Into An Agreement with IPC Command Systems, Inc. for the Purchase of Software, Equipment and Professional Services for an Integrated Public Safety System.

The JPA serves the County, the City of Modesto and many other agencies and the costs for the new CAD system will be shared with those agencies utilizing the system, including the Sheriff's Department and County Fire. The annual increase in costs to the JPA is estimated at \$411,214. This includes repayment of the loan to the City of Modesto and Stanislaus County, annual IPC maintenance costs and \$100,000 for hardware replacement. Stanislaus County's portion of this increase in dispatch costs is estimated at \$190,483 annually, based on the current cost sharing methodology. A portion of this cost will be spread to the cities receiving contract law enforcement services from the Sheriff's Department. In addition to this increase in dispatch costs, it is anticipated that the County's annual obligation for the IPC and COPLINK maintenance contract and annual hardware maintenance and replacement for the Sheriff's Department and County Fire will be approximately \$56,724. This cost is offset by \$20,000 in savings from current maintenance contracts for a total annual increase of \$227,207 to be funded within the respective agency's budget.

### **DISCUSSION**

The proposed Integrated Public Safety System (IPSS) project involves the purchase and implementation of a new Computer Aided Dispatch system (CAD), a Records Management System (RMS) for the Modesto Police Department, application integration with Integrated County Justice Information System (ICJIS) and fire department applications, project management, implementation and support, as well as required licensing, computer hardware and other directly-related systems. The proposed Integrated Public Safety System provides a high-level of geographical information including real-time plotting of units in the field. It also can provide a higher-level of integration with current and future IT systems for information sharing between agencies and a reduction of duplication of data entry.

IPC Information Systems is a leading provider of mission-critical communications solutions to the world's largest financial services firms, as well as to public safety; government security; energy and power; and transportation organizations. Headquartered in New York, IPC has over 1,200 employees in London, Paris, Frankfurt, Milan, Toronto, Hong Kong, Singapore, Kuala Lumpur, Jakarta, Shanghai, Beijing, Melbourne, Sydney, Tokyo, Chicago, San Francisco, Boston and nine other major U.S. cities.

The current emergency dispatch computer system is 15 years old, is based on outdated and proprietary technology and has extremely limited functionality. The system has limited ability to take advantage of modern messaging, tracking, and mapping technologies that could make dispatching of emergency response personnel more efficient and make the responses of those police and fire personnel more effective. The current system is no longer supported by the manufacturer and replacement parts, as well as resources trained and knowledgeable on this system, are becoming increasingly difficult to locate.

## Approval to Negotiate and Enter Into An Agreement with IPC Command Systems, Inc. for the Purchase of Software, Equipment and Professional Services for an Integrated Public Safety System.

The process for identifying the most appropriate Integrated Public Safety System (IPSS) included the City of Modesto issuing a Request for Proposal for a new system on behalf of the City, County and JPA, creating an advisory committee to develop the requirements of the new IPSS and the evaluation criteria that would be used to compare vendor responses. The advisory team included representatives from the City, County and JPA.

Eight proposals were received from the following vendors:

- Intergraph
- IPC
- New World
- Northrup-Grumman
- SunRidge Systems
- Tiburon
- TriTech
- Versaterm

The advisory team conducted a preliminary proposal analysis of the functional requirements in accordance with the evaluation and selection agreed upon by the advisory team. The evaluation included a detailed analysis of responses to specific operational and technical requirements. After review of the functional requirements, four vendors were selected as finalists and invited to conduct on-site product demonstrations:

- Intergraph
- IPC
- TriTech
- Versaterm

Based on the overall strength of their functional requirements, Intergraph, IPC, TriTech and Versaterm were identified as the top four vendors by the advisory team. The finalist evaluation process was comprised of two phases. The first phase was a comprehensive evaluation of the four finalists' responses to Integrated Public Safety System RFP. The second phase was to invite each finalist to participate in an on-site demonstration of their proposed solution. All proposals were evaluated based on a variety of quantitative and qualitative criteria including the following:

## Approval to Negotiate and Enter Into An Agreement with IPC Command Systems, Inc. for the Purchase of Software, Equipment and Professional Services for an Integrated Public Safety System.

### Vendor Experience and Resources:

- Application Software and Integration
- Hardware/Software Design / System Architecture Approach
- Implementation / Project Management
- Training, Documentation and System Administration
- Customer Support, Warranty and Maintenance
- Contract
- Costs

All finalist vendors were required to follow the same demonstration process and were allotted the same amount of time for their system demonstrations. Prior to their scheduled demonstration date, Versaterm contacted the project manager and notified him of their withdrawal from the selection process.

In addition to vendor on-site demonstrations, the project team performed detailed reference checks and conducted visits to operational sites for the two vendor finalists. To be able to truly analyze and evaluate the systems in a working environment, the operational sites were chosen based upon similar system scope to those proposed for County of Stanislaus, Stanislaus Regional 911 JPA, and the City of Modesto. Finalist vendors did not participate in any of the site visits.

After several advisory team meetings and a thorough evaluation of how the information learned during the vendor demonstrations, site visits, and reference checks affected the finalist proposals, the advisory team invited Intergraph and IPC to submit a Best and Final Offer (BAFO) incorporating all representations made verbally or in writing subsequent to their original proposals.

After review and input from the advisory team, the executive committee, (comprised of executive representatives from the City of Modesto, County of Stanislaus, and JPA) reviewed the proposals according to the evaluation and recommended that staff enter into contract negotiations with IPC. Some of the reasons identified for this decision include:

Approval to Negotiate and Enter Into An Agreement with IPC Command Systems, Inc. for the Purchase of Software, Equipment and Professional Services for an Integrated Public Safety System.

- IPC proposed application software met the majority of user needs and requirements.
- IPC references were consistently strong, especially in regards to implementation and customer support.
- IPC demonstrated live systems that exhibited many of the desired capabilities requested by SR911 member agencies and the City of Modesto.
- IPC offered its next generation CAD and RMS system at a significant price discount.
- IPC offered cost effective licensing to cover all agencies.
- IPC proposed a five year fixed-cost warranty service agreement.

To guide the agencies through the implementation process, staff is recommending that the parties enter into a formal project agreement, which will formally establish written protocols, policies, and procedures agreed upon by all of the participating agencies. The project agreement will ensure that staffing and financial resources are properly aligned prior, during, and post project implementation.

#### **POLICY ISSUES**

The Board of Supervisors is asked to determine whether the implementation of a modern, reliable and sustainable Computer Assisted Dispatch system in collaboration with the Stanislaus Regional 911 member agencies promotes a safe community, supports effective partnerships, and contributes to the efficient delivery of public services.

#### **STAFFING IMPACT**

The Project will require a commitment from each of the agencies for technical and project support throughout the project. It is anticipated that the majority of this need will be met within existing staffing resources of the Sheriff's Department, County Fire Authority, Strategic Business Technology Department and Chief Executive Office. The project budget includes \$100,000 in funding to provide additional I.T. staffing resources to the JPA during project implementation.

# AUDITOR-CONTROLLER BUDGET JOURNAL



Balance Type  
Category  
Source  
Currency  
Budget Name  
Batch Name  
Journal Name  
Journal description  
Period  
Organization

Budget	
Budget - Upload	
USD	
LEGAL BUDGET	
CAD 07/06/07	BO#
CAD Project Establishment	
July 2007	
Stanislaus Budget Org	

Line	Coding Structure						Debit		Credit	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue		
1	0100	16033	62840				7,798.00		Incr. S/W non-fixed asset	
2	0100	16033	84790			.0	258,899.00		Incr. Comp Syst Dev	
3	0100	16033	84120			.0	11,483.00		Incr. H/W Fixed Asset	
4	0100	16033	63000			.0	70,269.00		Incr. Prof. Services	
5	0100	16033	62400			.0	34,845.00		Incr. Misc (contingencies)	
6	0100	16033	73010			.0	6,810.00		Incr. Contributions to other	
7						.0				
8						.0				
9						.0				
10						.0				
11						.0				
12						.0				
13						.0				
14						.0				
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18						.0				
19						.0				
20						.0				
21						.0				
22						.0				
23						.0				
24						.0				
25						.0				
Totals							390,104.00			

Explanation: Establish funding in support of the CAD IPSS Project.

<b>Requesting Department</b>	<b>CEO</b>	<b>Auditors Office Only</b>	
Kristi Amaral <i>KA</i>	<i>Patricia De la Torre</i>	<i>B. Junt</i>	
Signature	Signature	Prepared By	Admin Approval (\$75K+)
7/6/2007	7/6/07		7/6/07
Date	Date	Date	Date

Contact Person & Phone Number

## Integrated Public Safety System - Project Agreement

This Agreement is entered into as of the 10th day of July, 2007, by and among the COUNTY OF STANISLAUS (the "County"); the CITY OF MODESTO (the "City"); and the STANISLAUS REGIONAL 911 JPA (the "JPA"). The County, the City and the JPA (individually, a "Party" and collectively the "Parties") agree as follows:

### ARTICLE I PURPOSES AND SCOPE OF PROJECT

- 1.1 General Purpose. The City, the County and the JPA desire to jointly purchase and implement a new Computer Aided Dispatch (CAD) system as well as related software systems and hardware. This joint effort (the "Project") will be to the benefit of the Parties and the constituencies they serve.
- 1.2 Project Overview. The Project encompasses the coordinated purchase from IPC Command Systems Inc (IPC or "the Vendor") of components of a CAD system including a method of sharing dispatch-related data with mobile data systems, a Records Management System (RMS), a document management solution, the development of specific interfaces to additional systems, integration with the COPLINK information sharing and analysis system, and other directly-related hardware and services, including costs for on-going maintenance and support of those systems.
- 1.3 Duties of the Parties.
  - 1.3.1 City Duties, Generally. The City shall provide a Project Manager who shall have the responsibility of ensuring the timely, complete, and fiscally-responsible delivery of the Project. The City shall provide an agenda item resolution to partner agencies confirming that funds for the Project have been appropriated. The City shall provide on-going technical, project and funding support for the Project as defined in this document. The City shall provide payment of Project costs to the Fiscal Agent within 10 business days of receipt of an invoice, to ensure vendor payment schedules are met.
  - 1.3.2 County Duties, Generally. The County shall provide on-going technical, project and funding support for the Project as defined in this document. The County shall provide an agenda item resolution to partner agencies confirming that funds for the Project have been appropriated. The County shall provide payment of Project costs to the Fiscal Agent within 10 business days of receipt of an invoice, to ensure vendor payment schedules are met.

1.3.3 JPA Duties, Generally. The JPA shall repay the City and the County for the initial and any on-going expenses as described in this document. The JPA shall provide on-going technical and project support for the Project as defined in this document.

#### 1.4 Related Agreements/Contracts.

1.4.1 Related Contracts. A purchasing contract for the CAD system and related components and services is attached as Appendix 1. A contract between the City of Modesto and DELTAWRX for support on this Project is included as Appendix 2.

1.4.2 Related Agreements. There are no other agreements between Parties that pertain to this Project. The terms of this Agreement shall take precedent only over any conflicting terms in any other agreements as they relate to the Project issues specifically addressed in this Agreement. If there is a dispute as to whether another Agreement or agreement has been superceded by or conflicts with this Agreement, the parties will meet and confer in good faith to resolve the issue.

## ARTICLE 2 PROJECT DESCRIPTION

2.1 Computer Aided Dispatch (CAD) system. The CAD system refers to the core components of this Project related to assisting emergency dispatchers in managing emergency calls and coordinating the activities of law enforcement and fire service personnel in response to same. This includes a primary system which can integrate with the California Department of Justice permitting JPA agencies and partners to access the California Law Enforcement Telecommunications System (CLETS) and to RMS systems for the Modesto Police Department (MPD), the Modesto Fire Department (MFD), the Stanislaus County Fire Authority (Fire Authority), and the County Sheriff's Office (SO), as well as to mobile systems. The CAD system, after Project Completion, shall be owned by the SR911 JPA.

2.2 Records Management System. A RMS to be used by MPD to track detailed incident information and provide the ability to collect, manage, search and disseminate that information on demand. After Project Completion, this RMS shall be owned by MPD.

2.3 Interfaces. The Project will provide interfaces to the following external data systems: 911 Inc (CAD), BIO-Key RMS, Firehouse RMS, NetClock, DOJ CLETS/NCIS via message switch, Orbacom, Integrated County Justice Information System (ICJIS), E-CARS. IPC will coordinate through the Project Manager with the owners of each of these systems to ensure that

system security, both for the CAD and for the external system is not degraded. After Project Completion, the ICJIS interface shall be owned by SO, the BIO-Key and Firehouse RMS interfaces shall be owned jointly by the Fire Authority and MFD, E-CARS shall be owned by MPD, and all other interfaces shall be owned by the SR911 JPA .

2.4 COPLINK. COPLINK is a system that provides a single source for analyzing data elements found in various law enforcement databases spanning multiple jurisdictions for the purpose of developing intelligence for solving crimes. The COPLINK system will be utilized by MPD and SO to share information with other law enforcement agencies. COPLINK, while not directly related to the CAD implementation effort will be managed under this Project. The implementation of COPLINK has been identified as an option in the contract with the Vendor. A governing committee is anticipated to be formed that will provide leadership for and own COPLINK after Project Completion.

2.5 Mobiles. Systems for communicating CAD and other related information to MPD, SO, and the fire agencies mobile data systems will be implemented under this Project. After Project Completion, these items shall be owned by their respective agencies.

2.6 Document Management. Provides electronic storage, retrieval and management of law enforcement documents. Includes hardware and software components. The purchase and implementation of the document management system has been identified as an option in the contract with the Vendor. After Project Completion, the Document Management system shall be owned by MPD.

2.7 System Hardware.

2.6.1 CAD Primary Server. Core CAD system. Server located at primary 911 site.

2.6.2 CAD Alternate Server. Backup CAD server located at alternate 911 site.

2.6.3 COPLINK Server Primary and Backup Server. Core COPLINK server, and backup server, both located at MPD.

2.6.4 Communications Server ("Comm Server"). Server provides multiple communications functions, including connecting to CLETS as well as key interfaces. Located at primary 911 site.

- 2.6.5 Fire Mobile Server. Provides communication to fire agency mobile data devices. Located at primary 911 site.
- 2.6.6 MPD Mobile Server. Provides communications to MPD mobile data devices. Located at MPD.
- 2.6.7 SO Mobile Server. Provides communications to SO mobile data devices. Located at SO.
- 2.6.8 CAD web server. For web-based accessed to CAD data. Located at primary 911 site.
- 2.6.9 Testing and Training Server, CAD. Server allows staff training without impacting live data and for testing system updates and improvements prior to live implementation. Located at primary 911 site.
- 2.6.10 Testing and Training Server, MPD. Server allows staff training without impacting live data and for testing system updates and improvements prior to live implementation. Located at MPD.
- 2.6.11 Testing and Training Server, SO. Server allows staff training without impacting live data and for testing system updates and improvements prior to live implementation. Located at SO.
- 2.6.12 COPLINK Web Server. Provides web-based access to COPLINK system. Located at MPD.
- 2.6.13 Document Management Server. Provides document management services. Located at MPD.

### ARTICLE 3 PROJECT SCHEDULE AND COORDINATION

- 3.1 Project Schedule. The Parties hereby approve the Project schedule provided as Appendix 3. The Parties anticipate that more precise and detailed schedules for various portions of the Project will be developed as the Project proceeds. A revised Project schedule shall be developed and approved by the Parties after the Operational Walk-Through.
- 3.2 Delays and Time Extension. The Project schedule shall be adjusted to allow extensions of time equal to the actual total amount of delay in the completion of the Project caused by unavoidable delays, including those caused by Acts of God, including the public enemy, fire, epidemics or strikes and material shortages and delays which may result from causes beyond the control of the

Parties and which could not have been avoided by the exercise of care, prudence, foresight and diligence.

3.3 Final Acceptance. The Parties shall agree that upon satisfactory completion of the components of the Project as defined in this Agreement and its attachments and appendixes, the Project shall be considered complete. After the Executive Committee, pursuant to the terms of this Agreement accepts the CAD system and related components, those components shall be owned, operated and maintained by the agencies as previously defined.

3.4 Change Management Process. A formalized, document change management process shall be utilized by the Project Manager as described in the Change Order Form and Procedure included as Appendix 4. The Project Manager shall address properly completed Change Order Request ("COR") forms in a timely manner and shall communicate effectively with the vendor as well as the requester. The COR forms shall be retained throughout the Project and copies shall be provided as requested to any Party.

3.5 Project Coordination.

3.5.1 Project Manager.

3.5.1.1 Appointment. They City shall provide a Project Manager who shall serve at the discretion of the Executive Committee and will provide coordination between the Parties.

3.5.1.2 Authority. Subject to the direction of the Executive Committee and the terms and conditions of this Agreement, the Project Manager shall have full authority to manage the Project, the Project Budget and the Project Schedule, provided all management decisions by the Project Manager meet the following requirements:

3.5.1.2.1 Total Project Costs. The total Project costs shall be within the total Project Budget and within the total amount appropriated for each Party and shall be managed by the Project Manager.

3.5.1.2.2 Change Orders. The Project Manager shall have the discretion to approve change orders of less than \$10,000 per change order and up to \$25,000 cumulative, unless a higher amount is approved by the Executive Committee, provided such changes are within the total amount appropriated for each party. Change orders that would increase a Party's total budget amount shall require

the approval of the affected parties. Appeals concerning Change Order charges or allocations shall be submitted to the Executive Committee for resolution.

3.5.1.2.3 Schedule. The Project Manager shall have the discretion to manage the Project Schedule, provided all Project Schedule management decisions are consistent with this Agreement.

3.5.1.2.4 Reporting. The Project Manager shall report management decisions to the Executive Committee in the form of monthly reports, or as requested by the Executive Committee. Approval of such reports by the Executive Committee shall constitute ratification of the decisions of the Project Manager.

3.5.1.2.5 Documentation. The Project Manager shall ensure that adequate documentation is created, maintained and shared for system components, system configurations, key processes and decisions made during the course of the Project.

3.5.1.3 Reimbursement of Costs. The Parties shall reimburse the City of Modesto for the Project Manager's costs consistent with their percentages of the Project Budget identified in Section 4.1.3 Apportionment Methodology

3.5.2 Executive Committee. The Executive Committee shall be made up of one primary or alternate executive representative from each of the following entities: Stanislaus Regional 911, City of Modesto City Manager's Office, City of Modesto Information Technology, Modesto Police Department, City of Modesto Fire Department, Stanislaus County Chief Executive Office, Stanislaus County Information Technology, Stanislaus County Sheriff's Office, and Stanislaus County Fire Authority. The Executive Committee shall have oversight responsibilities for the implementation of the Project, within the constraints of this Agreement.

3.5.3 Project Team. A Project Team shall be formed, composed of representatives of the following entities: Stanislaus Regional 911, Modesto Police Department, Modesto Fire Department, Stanislaus County Sheriff's Office and Stanislaus County Fire Authority. The Project Manager shall chair this Team and shall hold regular meetings to coordinate and communicate project management activities. The Project Team shall take direction from the Project Manager and shall conduct the primary interaction with the vendor, in coordination with the Project Manager, to ensure that steady and effective progress is made toward completion of the Project.

3.5.4 Information and Approvals. As part of the activities of the Executive Committee or otherwise, the Parties shall develop a process for sharing information regarding the Project during implementation and a procedure for obtaining the approvals which may be required from the Parties throughout the course of the Project.

3.5.5 Access. All Parties shall have access at reasonable times to the Project and to the plans and specifications for all aspects of the Project, including the ability to talk to the vendor provided that such communication shall not interfere with the Project. No such communication, other than that of the Project Manager shall give direction to, or exercise control of the vendor.

3.5.6 Legal Consultation. The City Attorney and County Counsel will serve as legal representatives for all issues pertaining to this Agreement.

#### ARTICLE 4 COSTS OF PROJECT; BUDGET

##### 4.1 Project Budget.

4.1.1 Initial Budget. The Project shall be constructed in accordance with a project budget approved by all the Parties (the "Project Budget"). The Parties hereby approve the initial Project Budget, a copy of which is included as Appendix 5.

4.1.2 Revisions to Budget. Revisions to the Project Budget, which require a reallocation of Project funds between the major components identified in Article 2, require the approval of a majority of the Executive Committee.

4.1.3 Apportionment Methodology. In developing the Project Budget the Parties identified the beneficiaries of each of the major itemized hardware and software/application costs ("Fixed Costs") and apportioned the remaining project related costs ("Soft Costs") based on each agency's ratio of Fixed Costs to the total Project Fixed Costs ("Percentages"). Soft Costs include services, installation, project management, training, project engineer, and all other general Project related costs not previously identified as hardware or software/application costs. These Percentages are identified as follows and shall remain fixed for all Soft Costs of the Project throughout the duration of the Project, even if the Percentages of Fixed Costs should change during the course of the Project:

JPA:

59.88%

City of Modesto Police Department:	36.54%
City of Modesto Fire Department:	0.5%
Stanislaus County Sheriff Department:	2.58%
Stanislaus County Fire Agencies:	<u>0.5%</u>
Total	100.00%

The Project Budget reflects a "System Discount" of \$600,000 that has been apportioned in the Project Budget for all itemized software/application costs. This System Discount is identified as follows and shall remain fixed by agency throughout the duration of the Project, even if the Percentages of software/application costs should change during the course of the Project:

JPA:	\$357,398
City of Modesto Police Department:	228,972
City of Modesto Fire Department:	1,704
Stanislaus County Sheriff Department:	10,222
Stanislaus County Fire Agencies	<u>1,704</u>
Total	\$600,000

Notwithstanding the previous paragraph, should the System Discount be reduced as a result of the withdrawal of the purchase of an itemized software/application cost, the agency or agencies benefiting from that item shall have their portion of the discount reduced proportionally.

- 4.1.4 Project Contingency. The Project Budget includes a 10% Contingency of \$316,203 which is available for unanticipated costs that may arise in the course of the Project. The Project Contingency is allocated for each element and is limited as follows:

JPA:	\$136,536
City of Modesto Police Department:	143,689
City of Modesto Fire Department:	1,133
Stanislaus County Sheriff Department:	33,712
Stanislaus County Fire Agencies	<u>1,133</u>
Total	\$316,203

If Project Contingency funds remain at the completion of the Project, the Executive Committee may, at its discretion, dedicate these funds to improving the level of business continuity and disaster recovery capabilities of the Project.

- 4.1.5 Ongoing Operational Costs. Upon Final Acceptance of the contract with the Vendor, all ongoing operational costs shall become the

responsibility of each individual agency and the Project Fiscal Agent shall be responsible for invoicing each respective agency for their prorated share of the annual vendor maintenance costs.

4.2 Project Payment. The Project Manager shall be responsible for tracking and approving all Project related expenditures and revenues based upon the approved Project Payment schedule. Actual receipt of funds and all Project related payments will be handled by the Project Fiscal Agent.

4.2.1 Vendor Invoices. Upon approval of the Project Manager, vendor invoices will be given to the Project Fiscal Agent who will oversee the vendor payments and the billing to the respective agencies for their prorated portion of those payments. The agencies agree to provide payment to the Project Fiscal Agent within 10 business days of the billing from the Project Fiscal Agent. The Project Manager will clearly identify the payment breakdown between the various agencies participating in the Project, consistent with Appendix 5.

4.2.2 SR911 Loan Repayment. The Project Fiscal Agent shall maintain a record of all payments made by the City of Modesto and Stanislaus County on behalf of the CAD component of the Project. Upon Final Acceptance of the Contract, the total of those payments made on behalf of the CAD component shall become a debt obligation of the JPA to be fully amortized over a 5-Year period at a simple interest rate of 5%. Payments shall commence on July 1 of the first Fiscal Year following Final Acceptance (the "JPA Loan") and will be made annually on July 1 thereafter until the JPA Loan has been fully repaid. Interest will not begin accruing on the JPA Loan until Final Acceptance of the Contract.

#### 4.3 Fiscal Agent.

4.3.1 Designation. The Parties agree that the Business Manager for the JPA shall serve as the Fiscal Agent for the Project.

#### 4.3.2 Responsibilities.

4.3.2.1 Accounting of All Revenues and Expenditures. The Fiscal Agent shall be responsible for maintaining an accounting of all Project Revenues and Expenditures, including grants attributable to

the Project. Such accounting shall be available for review by all agencies upon request.

- 4.3.2.2 Payment of Invoices. The Fiscal Agent will ensure that all proper payments of invoices shall be made in a timely manner. The Fiscal Agent shall provide an invoice to each respective agency for their portion of the vendor payments.
- 4.3.2.3 JPA Loan. The Fiscal Agent shall ensure that the JPA Loan is repaid consistent with the terms outlined in 4.2.2. Upon final payment, the Fiscal Agent shall provide a final written statement to each respective agency of the final payoff information.
- 4.3.2.4 Reporting. The Fiscal Agent shall provide a monthly written report to the Project Manager outlining the current finances of the Project. The Fiscal Agent shall present a quarterly financial report to the Executive Committee.
- 4.3.2.5 Project Closeout and Final Audit. Upon Final Acceptance of the Project, the Fiscal Agent shall provide a Final Accounting of the Project finances to the Executive Committee. The Executive Committee may, at its discretion, call for a Final audit of the Project, the costs of which shall be borne by the agencies consistent with the Percentages identified in 4.1.3.

## ARTICLE 5 INDEMNIFICATION.

- 5.1 Indemnification. None of the Parties, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any of the other Parties under or in connection with any work delegated to that party under this Agreement. The Parties further agree, pursuant to Government Code section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such Party under this Agreement.

## ARTICLE 6 RESOLUTION OF DISPUTES

- 6.1 Submission of Issues to Executive Committee. The Parties agree to submit all disputes, controversies, differences or deadlocks in resolving issues requiring agreement of the Parties relating to or arising out of this Agreement that cannot be resolved by discussions between or among such Parties for resolution initially to the Executive Committee.
- 6.2 Arbitration. If the Executive Committee is unable to resolve the matter, then the Parties shall agree on an arbitrator and shall submit the matter to binding arbitration by such arbitrator. If the Parties are unable to agree on an arbitrator, then the Parties shall submit the matter to binding arbitration administered by Judicial Arbitration & Mediation Services, Inc., unless the Parties involved agree to another dispute resolution method. If either Party ultimately resorts to filing a lawsuit, such suit shall be filed in San Joaquin County Superior Court.
- 6.3 Effect. If any dispute, controversy, difference or deadlock is submitted for resolution pursuant to this Article 8, the Parties nonetheless shall be obligated to proceed with the Project in every other aspect than the issue in dispute, to the full extent that it is possible to do so.

## ARTICLE 7 TERMINATION; DEFAULT

- 7.1 No Termination After Contracts Awarded. Once contracts for the Project have been approved and signed by all Parties, no Party shall have the right to terminate this Agreement or delay or stop the implementation of the Project. All Parties recognize that any attempt to do so will result in substantial damage to one or more of the Parties.
- 7.2 Debt Obligation Extinguished. This Agreement shall remain in force until the JPA Loan has been paid in full to the City of Modesto and Stanislaus County. Upon final loan payment, the Parties shall meet and determine a process going forward for payment and processing of annual contract maintenance costs.

## ARTICLE 8 GENERAL PROVISIONS

- 8.1 System Impacts. Interfaces with all components associated with this system, and with external systems where some mechanism exists or will exist to exchange data with components of this system must be managed in such a way as not to degrade system performance and availability for any such systems. Coordination must occur between all system owners before any changes are introduced by the vendor or members of the Project Team, including the Project Manager that could reasonably impact external systems or system components associated with this Agreement. At a minimum,

system owners must be advised in advance of such changes, and system owners reserve the right to halt any such changes pending Executive Committee review. For the purpose of this Agreement, the Project Manager is the system owner for all components of this system until Final Acceptance. Responsibility for coordinating changes and communicating with system owners rests with the Project Manager.

8.2 Security. The security, including the confidentiality, integrity and availability of data and systems involved in this Project, must be maintained at all times. No action may be taken that could reasonably impact the security of data or systems without the prior approval of the Party owning that data or system. All activities associated with this Project must be carefully planned, scheduled, and carried out to maximize the preservation of existing security mechanisms and to implement appropriate security controls for new systems.

8.2.1 Breach. Any breach of data or systems, including inadvertent disclosure of data to individuals or organizations not authorized to view that data must be reported immediately and without fail to the owning Party.

8.2.2 Policies. Appropriate Security Policies shall be provided to the Project Manager from each Party.

8.2.3 Responsibility. It is the responsibility of the Project Manager to ensure that established security best practices are observed throughout the Project.

8.3 Purchase of Hardware. The hardware items described in Article 2.6 are considered mission-critical and any purchases made to replace these items must be made through the vendor. This is to ensure appropriate span of control and responsibility and to address vendor compatibility concerns.

The City of Modesto, a municipal corporation, has authorized the execution of this agreement in triplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2007-427 adopted by the City Council of the City of Modesto on the 10th day of July 2007, and the PARTIES, have caused this Agreement to be executed.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

**"THE JPA"**  
THE STANISLAUS REGIONAL 911 JPA

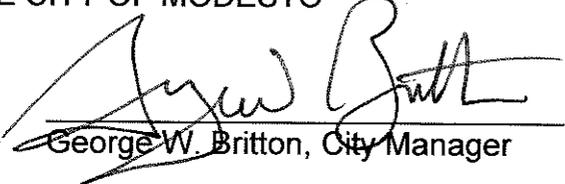
By \_\_\_\_\_  
Paul Stein, Director

Attest: \_\_\_\_\_  
Clerk

Will O'Ri  
JPA CHAIR

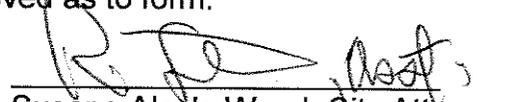
Kaye-Mari Newell

"THE CITY"  
THE CITY OF MODESTO

By   
George W. Britton, City Manager

Attest:   
City Clerk

Approved as to form:

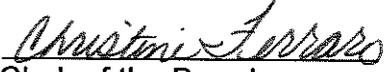
  
Susana Alcala Wood, City Attorney

**APPROVED AS TO RISK  
MANAGEMENT FORM**

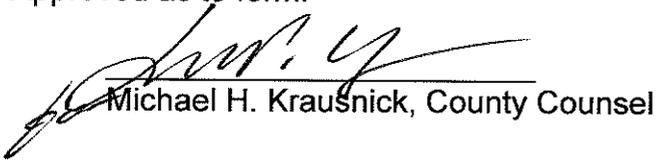
BY  DATE 7/9/07

"THE COUNTY"  
THE COUNTY OF STANISLAUS

By   
Richard W. Robinson, Chief Executive  
Officer

Attest:   
Clerk of the Board

Approved as to form:

  
Michael H. Krausnick, County Counsel

Appendix 1 Purchasing Contract

STATE OF CALIFORNIA  
DEPARTMENT OF CORRECTIONS  
AND REHABILITATION  
COUNCIL



**City of Modesto, County of Stanislaus, and  
Stanislaus Regional 911 Center**

**Integrated Public Safety System**

July 10, 2007



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**Integrated Public Safety Systems Contract  
Between STANISLAUS REGIONAL 9-1-1 THE CITY OF  
MODESTO, AND COUNTY of STANISLAUS  
AND IPC COMMAND SYSTEMS INC.**

**WITNESSETH:**

This INTEGRATED PUBLIC SAFETY SYSTEMS CONTRACT, (hereinafter referred to as the "Agreement") is made and entered into in the City of Modesto to be performed in the City of Modesto as of the Effective Date (as stated in Section 3, Term of the Agreement) by and between STANISLAUS REGIONAL 9-1-1, THE CITY OF MODESTO, AND COUNTY of STANISLAUS, local government organizations formed under the laws of the State of California (hereinafter referred to as "CUSTOMER"), located in Modesto, California and IPC COMMAND SYSTEMS, INC, a corporation organized under the laws of the State of New Jersey (hereinafter referred to as the "CONTRACTOR") located at 1000 Briggs Road, Mt. Laurel, NJ 08054.

In consideration of the promises and of the mutual covenants and agreements hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CUSTOMER agrees to purchase, and the CONTRACTOR agrees to license and/or sell and furnish, the following described goods and services (hereinafter collectively referred to as the "SYSTEM").

**Composition of Agreement.** The Parties' entire agreement concerning the SYSTEM consists of: (1) this Agreement; (2) the exhibits to this Agreement; (3) the RFP; and (4) the CONTRACTOR'S Proposal as it may be revised by mutual consent of CUSTOMER and CONTRACTOR prior to the execution of this Agreement. The Parties' agreement concerning the SYSTEM shall be interpreted by taking all documents as being cumulative and reading them together. This Agreement is composed of the following sections:

- General Contract Provisions
- System Delivery
- Acceptance
- Exhibit A Software License Provisions
- Exhibit B Statement of work
  - Appendix A: Interface Details Matrix
- Exhibit C Cost Detail: Hardware, Software and Services
- Exhibit D Payment Schedule
- Exhibit E Computer Software Support Agreement
- Exhibit F Preliminary and Final Acceptance Tests
- Exhibit G Correspondence
- Exhibit H Escrow Agreement
- Exhibit I Hardware and Network Specifications
- Exhibit J Computer Hardware Maintenance Agreement
- Exhibit K List of Participating Member Agencies
- Exhibit L Change Order Form

# Terms and Conditions

## General Contract Provisions

### 1. Definitions.

As used in this Agreement, unless the context otherwise requires, the following terms shall have the meanings set out below:

- 1.1 CUSTOMER shall include STANISLAUS REGIONAL 9-1-1, THE CITY OF MODESTO and any participating member agencies listed in Exhibit "K" attached hereto.
- 1.2 CONTRACTOR APPLICATION SOFTWARE or CONTRACTOR'S SOFTWARE APPLICATION shall mean all or any portion of the CONTRACTOR'S computer software programs as listed in Exhibit C (Cost Detail: Hardware, Software & Services), whether in machine readable or printed form including any corrections or updates thereto and all associated documentation.
- 1.3 CONTRACTOR APPLICATION SOFTWARE MODULE shall be a subset of the CONTRACTOR'S APPLICATION SOFTWARE program(s) that performs as a logical functional unit of the application(s).
- 1.4 CONTRACTOR CUSTOM SOFTWARE or CONTRACTOR CUSTOM APPLICATION SOFTWARE refers to any of the CONTRACTOR'S written code, modules or applications that are customized, modified or developed specifically for CUSTOMER under the terms of this Agreement.
- 1.5 SOURCE CODE refers to the original code from which the final object (machine language or final) code of the computer software programs, as listed in Exhibit C, is derived.
- 1.6 THIRD PARTY APPLICATION SOFTWARE or THIRD PARTY SOFTWARE APPLICATIONS refers to any software product that is purchased or licensed from any source external to the CONTRACTOR (i.e., distributor, re-seller, personal computer software supplier or system software supplier) and re-sold or licensed to CUSTOMER under the terms of this Agreement.
- 1.7 HARDWARE and/or THIRD PARTY SOFTWARE refers to hardware or software products that are obtained from hardware manufacturers or third party software suppliers by the CONTRACTOR and re-sold or licensed to CUSTOMER under the terms of this Agreement.
- 1.8 SYSTEM refers to the collective whole of all computer hardware, software installed under the terms of this Agreement and as defined in Sections 1.1-1.6 above.

1.9 ERROR refers of any failure to the software to conform in all material respects to the functional specifications as defined in this Agreement.

1.10 FINAL ACCEPTANCE shall be defined as that date on which 1) all hardware, software and system components purchased and/or licensed to CUSTOMER under the terms of this Agreement have been successfully installed, tested and accepted by CUSTOMER; 2) all software modifications have been successfully completed, tested, and accepted by CUSTOMER; 3) all user documentation provided to CUSTOMER is verified to be complete and current with the systems installed; 4) all user and systems management training has been completed; 5) all tasks, sub-tasks, or components thereof that relate either directly or indirectly to this Agreement have been completed by the CONTRACTOR; and, 6) CUSTOMER executes a FINAL ACCEPTANCE document which states that all terms and conditions of this Agreement have been successfully completed by the CONTRACTOR. For purposes of this Section, the terms "tested and accepted" shall mean tested and accepted in accordance with the testing and acceptance criteria as described in this Agreement and in Exhibit F (Preliminary and Final Acceptance Tests) of this Agreement.

## **2. Headings.**

All headings used throughout this Agreement are for reference purposes only and shall not be considered a substantive part of the agreement between the parties.

## **3. Term of Agreement.**

The Effective Date of this Agreement shall be \_\_\_\_\_, 2007, and shall continue through completion and final acceptance by CUSTOMER of the entire scope of the contract.

## **4. Costs for Services and Equipment.**

The purchase price to CUSTOMER for all hardware, operating software, initial license fees for software, and fees for all related services provided by CONTRACTOR pursuant to this Agreement is \$ \_\_\_\_\_ and is payable as provided herein. This dollar figure includes all costs and license fees for software, hardware and related services, including maintenance and support, for a period of one year from final acceptance of the SYSTEM on the proposed hardware. CUSTOMER may incur additional maintenance and support fees after the first year at prices not to exceed those listed in CONTRACTOR's Proposal.

## **5. Services of CONTRACTOR.**

5.1 **Statement of work, Pricing and Schedule of Performance.** CONTRACTOR shall provide the services described in this Agreement and as summarized in Exhibit B (Statement of work). The Statement of work includes by reference and by addendum 1) CUSTOMER's Request for Proposal document dated June 20, 2006 ; 2) the CONTRACTOR's response to the CUSTOMER's Request for Proposal (dated XXXXXXXX); 3) the Contractor's formal response document to the questions prepared and submitted to the Contractor for clarification as identified in Exhibit G (Correspondence); 4) all terms and conditions as outlined in this Agreement; 5) the Functional Specifications Document as described in Exhibit B (Statement of work)

and 6) Amendments, Change Orders, or modifications to the Functional Specification Document. In the event any discrepancy exists between one or more of the aforementioned documents, the Order of Precedence shall be used to determine the resolution of the discrepancy, with the most recently dated document first, unless both parties mutually agree in writing to an alternative decision. The Order of Precedence for these documents shall be as follows:

- 1) Amendments, Change Orders, or modifications to the Functional Specification Document
- 2) This Agreement and the Functional Specification Document when completed and mutually agreed to by both parties and added as an addendum to this Agreement.
- 3) Correspondence as identified in Exhibit G (Correspondence).
- 4) Contractors Best and Final Offer dated Feb 2, 2007
- 5) Contractor's RFP Response Document dated Aug 15, 2006.
- 6) Request for Proposal dated June 20, 2006.

CONTRACTOR shall be compensated in accordance with the terms of Exhibit D (Payment Schedule). CONTRACTOR shall commence and complete the services described in the Statement of work within the time period shown on Exhibit B (Statement of work). Additional provisions may be added to the Statement of work by written Addendum to this Agreement by mutual agreement.

Time is of the essence in the performance of the Agreement. It is expressly understood that the experience, knowledge, capability, and reputation of the CONTRACTOR'S principal(s) were a substantial inducement for CUSTOMER to enter into the Agreement. Therefore, the CONTRACTOR shall not subcontract or assign this Agreement or any portion thereof without the prior written consent of CUSTOMER, which consent shall be at the sole discretion of CUSTOMER.

CONTRACTOR warrants that all services shall be performed in a competent and satisfactory manner in accordance with professional standards prevalent in the industry, and all materials shall be of good quality, fit for the purpose intended. CUSTOMER shall have the right to order extra work or alter or deduct from said work. No such change shall be effective unless the CONTRACTOR receives a written order approved by CUSTOMER that adjusts the pricing and/or time to perform this Agreement. Said adjustments are subject to the written approval of the CONTRACTOR, which shall not be unreasonably withheld.

**5.2 License, Permits, Fees, and Assessments.** CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law to perform the services hereunder. CONTRACTOR shall have the sole obligation to pay, and shall indemnify, defend and hold harmless CUSTOMER against any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed

by law and arise from or are necessary for the CONTRACTOR'S performance of the services required by this Agreement.

**5.3 CONTRACTOR Representation.** CONTRACTOR warrants it 1) fully understands the facilities, difficulties, and restrictions attending performance of the services; and 2) will investigate the site and will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. CONTRACTOR shall immediately inform CUSTOMER of any conditions materially affecting performance of the work and shall not proceed except at CONTRACTOR'S risk until written instructions are received from CUSTOMER regarding any such conditions.

**5.4 Performance.** CONTRACTOR agrees to perform all work as defined in this Agreement within the time specified. If CONTRACTOR fails to perform as required, CUSTOMER has the right to take appropriate action, including but not limited to: 1) meeting with the CONTRACTOR to review the quality of the work and resolve matters of concern; 2) requiring the CONTRACTOR to repeat the work at no additional fee until it is satisfactory; 3) suspending the delivery of work from CONTRACTOR for an indefinite time; 4) withholding payment; and 5) terminating the Agreement as hereinafter set forth. Notwithstanding the provisions contained in this Section 6.4, the cure period as described in Section 22.6 shall apply.

**5.5 Independent CONTRACTOR.** CONTRACTOR is and shall remain at all times as to CUSTOMER a wholly independent CONTRACTOR. CONTRACTOR shall not and expressly warrants not to at any time or in any manner represent that it, or any of its officers, agents or employees, are officers, agents or employees of CUSTOMER. Neither CUSTOMER nor any of its employees or officers shall have any control over the conduct of CONTRACTOR.

**5.6 Key Personnel.** CONTRACTOR shall assign such person or persons (Project Personnel or Key Personnel), as it deems appropriate to perform the Services required by the Statement of Work. CUSTOMER has the right to approve or reject the Project Personnel proposed by CONTRACTOR at any time. Furthermore, CONTRACTOR shall provide the individuals designated as Key Personnel in Table # 1. These individuals will be dedicated to perform the services under this Agreement for the duration of this Agreement unless the individual becomes unavailable to perform as a result of death, illness, disability, termination of his or her employment relationship with CONTRACTOR or CUSTOMER and CONTRACTOR mutually elect to reduce staff levels or change designated Key Personnel.

Table 1: Key Personnel

<b>Name:</b>	<b>Title</b>
Mike Gregory	Project Manager
Cliff Gandy	Project Functional Lead
Matt Hoang	Project Technical Lead

If a Key Personnel becomes unavailable for one of these reasons, CONTRACTOR shall provide CUSTOMER with a resume of a proposed replacement within a ten working day period and will offer CUSTOMER an opportunity to interview the replacement. In no event will the interview of the replacement of the Key Personnel take more than five business days following the day the former Key Personnel becomes unavailable, unless expressly waived in writing by CUSTOMER. If CUSTOMER determines that the replacement proposed by CONTRACTOR does not have the ability and experience to perform the services required under this Agreement, CUSTOMER will so notify CONTRACTOR within a two (2) business day period after the interview. In that situation, the process will be repeated until CUSTOMER has approved a replacement proposed by CONTRACTOR.

CUSTOMER shall have the right to require removal of any Project Personnel and/or Key Personnel that has shown to be in dereliction of its duties, careless, incompetent, insubordinate, wrongful or illegal conduct from the CONTRACTOR'S Project team upon delivery of written two (2) business days notice thereof to CONTRACTOR. CONTRACTOR will replace such Project Personnel with other qualified Project Personnel in accordance with the terms set forth above.

## 6. Standards of Performance.

The following standards of performance are to be met during the Final System Acceptance Period in order for acceptance to take place. In addition, CONTRACTOR agrees to meet such standards during the term of this Agreement, with the understanding that estimated volume transactions identified in CUSTOMER'S RFP will not be exceeded. If the standards are not met in the period following Final Systems Acceptance, CONTRACTOR agrees to take responsibility to work with CUSTOMER and solve the problem.

**6.1 Response Time.** Response time is defined as the time elapsed between depressing the "enter" key, to the appearance of the data requested on the next screen. Guaranteed response times are as follows:

The System response time must not exceed the response times defined below when operating at three (3) times the expected initial volumes. Response times must be achievable during all other System activities (e.g., report generation, System backup, etc.)

The System is expected to experience no degradation. Any function proposed that might result in System degradation must be specifically noted.

CAD/RMS — External database queries	5 seconds
MDC — Transaction	1 second
CAD — Transactions	1 second
MDC — Transactions with validation	2 seconds
CAD — Transactions with validation	2 seconds
MDC — Query external database	5 seconds
RMS — Transactions	1 second
RMS — Basic queries; 1-2 search criteria	3 seconds
RMS — Detailed queries; greater than 2 search criteria	5 seconds

CUSTOMER in consultation with CONTRACTOR has authority to make the final determination of whether the components of the System meet all specifications and performance standards.

**6.2 System Uptime.** SYSTEM uptime shall be 99.5% availability for all key functions of the CAD application, 99% availability for all key functions of the RMS application, and 99% availability for all key functions of the MDC application on a 24 hour per day, 7 day a week basis.

CUSTOMER in consultation with CONTRACTOR has authority to make the final determination of whether the components of the System meet all specifications and performance standards.

**6.3 Storage.** The proposed system must be able to store selected data files indefinitely as well as be flexible enough to create automated and manual purge dates for other data files. Storage is defined as access to imaged data via on-line storage.

CUSTOMER in consultation with CONTRACTOR has authority to make the final determination of whether the components of the System meet all specifications and performance standards.

## **7. Legality and Severability.**

This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state and local laws, rules, regulations, court orders, and governmental agency orders. The terms of this Agreement shall not be construed for or against either party by reason of the authorship of the Agreement. If a provision of this Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall be in no way be affected or impaired thereby.

## **8. Waiver.**

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

## **9. Taxes.**

The purchase price for the SYSTEM under this Agreement is inclusive of all local, state and federal sales taxes.

#### **10. Payment Terms.**

Upon completion of each deliverable as identified in Exhibit B (Statement of work), the CONTRACTOR will notify CUSTOMER of the completion of that deliverable with a request for payment as set forth in Exhibit D (Payment Schedule). Upon receipt of the CONTRACTOR's notification and request for payment, CUSTOMER will review the deliverable provided by the CONTRACTOR. If said deliverable is determined by CUSTOMER to be acceptable under the terms and conditions of this Agreement, CUSTOMER shall, within 30 days of that date, execute payment according to Exhibit D (Payment Schedule). In the event CUSTOMER determines the deliverable to be NOT acceptable, the provisions of Section 22 shall apply.

#### **11. Liquidated Damages.**

Subject to section 23.3, CONTRACTOR shall pay to CUSTOMER liquidated damages in the amount of \$1,000 per day for each day late under the control of the CONTRACTOR or reasonably foreseeable by CONTRACTOR resulting in the postponement of the mutually agreed upon system cutover date (the date the system goes live and is being used by CUSTOMER to take calls) as identified in the Project Schedule. It is strictly understood that in the event of any delays, critical path items in the project plan of a fixed duration cannot be shortened in order to meet the cutover date (for example, if the training period provides for a seven day training period, this cannot be shortened). The Project Schedule shall be finalized no later than thirty (60) days after the execution of this Agreement.

#### **12. Nondiscrimination.**

Unless exempt under the rules and regulations of the Secretary of Labor or other proper authority, this Agreement is subject to all applicable executive, federal, state and municipal regulations, laws, orders, or ordinances relating to equal opportunity and nondiscrimination in employment. CONTRACTOR expressly agrees not to discriminate in its employment practices against any person by reason of race, religion, color, age, sex or national origin and agrees to comply with the provisions of such laws and orders, as well as laws and orders relating to the employment of the handicapped, the employment of veterans, or the employment of women and minority business enterprises.

#### **13. Hold Harmless and Indemnification.**

Each party agrees to defend, indemnify, protect and hold the other party and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for tangible property damages or injuries to any person or property, including injury which arise from or are caused by the fault or negligence or willful misconduct of the indemnifying party or its agents, officers or employees, in performing the work or services herein, and all reasonable expenses of investigating and defending against same provided, however, that either party's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the other party, its agents, officers, volunteers or employees.

NOTE: THE FOLLOWING LANGUAGE WAS TAKEN FROM THE COUNTY'S SECOND AGREEMENT WHICH WAS PROVIDED TO US (SEE SECTION 8)

**13.1 Limitations on Liability.** Notwithstanding anything to the contrary, the liability of the parties and the remedies of the parties shall be limited as follows:

**13.1.1 Uncontrollable Events.** Neither party shall bear any liability arising out of events beyond the control of such party, including without limitation acts of God, acts of a public enemy, fires, floods, storms, earthquakes, riots, strikes, lock outs, wars, restraints of government, court orders, power shortages or outages, equipment or communications malfunctions, nonperformance by any third parties, or other events which cannot be controlled or prevented with reasonable diligence by such party.

**13.1.2 Consequential Damages.** Neither party shall bear any liability for special, consequential, incidental, or indirect damages (including without limitation loss of anticipated income or profits, loss of goodwill, or other loss or damages), even if such party has been informed of the possibility of such damages.

**13.1.3 Value of Contract.** In no event shall the aggregate liability of CONTRACTOR to CUSTOMER or CUSTOMER to CONTRACTOR (regardless of the form, whether in contract or tort) exceed the amount of the fee paid by CUSTOMER to CONTRACTOR pursuant to section xxx.

**13.1.4 Passage of Time.** In no event shall a cause of action be asserted by CUSTOMER against CONTRACTOR or CONTRACTOR against CUSTOMER which arises out of or relates to any event, condition, breach, or claim occurring more than one (1) year prior to the filing of such cause of action.

**14. Liability; Insurance.**

The CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.

**14.1 Minimum Limits of Insurance.** CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

**14.2 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by CUSTOMER. At the option of CUSTOMER, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CUSTOMER, its officers, officials, employees and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**14.3 Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. CUSTOMER, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CUSTOMER, its officers, official, employees, agents or volunteers. CONTRACTOR shall obtain a specific endorsement name the CUSTOMER as an additional insured.
2. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects CUSTOMER, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CUSTOMER, its officers, officials, employees, agents or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CUSTOMER, its officers, officials, employees, agents or volunteers.
4. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CUSTOMER.

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

**14.5 Verification of Coverage.** CONTRACTOR shall furnish CUSTOMER with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements affecting general liability and automobile

liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by CUSTOMER before work commences.

**15. Workers' Compensation Coverage.** The CONTRACTOR will maintain workers' compensation coverage for all subject workers employed by the Contractor as required by law and in accordance with the Workman's Compensation Act of the State of California. The CONTRACTOR will provide CUSTOMER with a Certificate of Workers' Compensation coverage or other reasonably suitable evidence of coverage.

The workers' compensation insurance carried shall agree to waive rights of subrogation against the CUSTOMER for losses arising from the performance or the omission to perform any term or condition of this AGREEMENT by the CONTRACTOR.

**16. Covenant Against Contingent Fees.**

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, brokerage, or contingent fee, excepting as bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach of violation of this warranty, CUSTOMER shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount for such commission, percentage or contingent fee.

**17. Notices.**

All notices required to be delivered under the Agreement or under applicable law shall be personally delivered, or delivered by certified mail with return receipt requested, by reputable document delivery service such as Federal Express, or by facsimile with documented proof of transmission followed up with an e-mail confirmation of transmission. Notices personally delivered or delivered by certified mail or by a document delivery service shall be effective upon receipt. Notices sent by facsimile shall be deemed delivered on the next business day after transmission. Notices to be delivered to CUSTOMER shall be directed to:

Kevin R. Harless  
1010 10<sup>th</sup> St. Suite 5500  
Modesto, CA 95354

Notices to be delivered to the CONTRACTOR shall be sent to the address provided for CONTRACTOR listed below CONTRACTOR'S signature on this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this paragraph.

**18. Warranties.**

**18.1 Warranty of Title.** CONTRACTOR warrants that it holds title and/or copyright to all CONTRACTOR APPLICATION SOFTWARE and its associated MODULES licensed and delivered pursuant to this Agreement.

**18.2 CONTRACTOR APPLICATION SOFTWARE Warranty.**

CONTRACTOR warrants that each CONTRACTOR APPLICATION SOFTWARE MODULE and all CONTRACTOR APPLICATION SOFTWARE products provided under this Agreement will perform free of software errors. This Warranty shall commence upon the Final Acceptance and shall continue for a period of 12 months.

In the event of an error that is covered by the foregoing warranty and which occurs during the applicable period stated above, the CONTRACTOR, at its option will either repair or replace within a reasonable time the item of Software that contains the error.

The foregoing warranty is in lieu of all other warranties expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. CITY/SR911 agrees that CONTRACTOR's liability hereunder for damages for failure to replace or correct a defective program regardless of the form of action, shall not exceed the extent of the CONTRACTOR's insurance, as specified in Section 15.

**18.3 HARDWARE and THIRD PARTY SOFTWARE Warranty.** CONTRACTOR warrants at the time of SYSTEM Acceptance that all individual components of the SYSTEM and the SYSTEM as an integrated unit will function as proposed by the CONTRACTOR free of errors and with uninterrupted compatibility. This includes, but is not limited to, all HARDWARE and THIRD PARTY SOFTWARE provided as part of this Agreement. CONTRACTOR shall pass through to CUSTOMER all warranties provided to CONTRACTOR by all suppliers providing components for this Computer SYSTEM.

**19. Patent and Copyright Indemnity.**

(a) CONTRACTOR warrants that, as of the date of Final Acceptance of the System, the products (the hardware and software provided by CONTRACTOR to CUSTOMER pursuant to this Agreement) do not infringe upon or violate any United States patent, copyright or trademark. CUSTOMER will, at its expense, hold harmless CUSTOMER and defend any claim or action brought against CUSTOMER to the extent it is based upon a claim that the Products used within the scope of this Agreement infringe upon a United States copyright, patent or trademark and will pay any costs and damages including reasonable attorneys fees finally awarded against CUSTOMER that are attributable to such claim or action.

(b) It is a condition of the foregoing indemnity that (i) CUSTOMER notifies CONTRACTOR in writing of any such claim or action as soon as possible after receipt of said claim or action in order to give CONTRACTOR a reasonable period of time to appear and contest or oppose such claim or action and (ii) SR/911/CITY

cooperates with CONTRACTOR in the defense or settlement of any such or claim or action, and (iii) CONTRACTOR has the sole right to defend or settle such claim or action.

- (c) Should a court of competent jurisdiction finally determine that the Products have infringed upon a third party's proprietary rights in addition to its obligations detailed in subsection 20(a), CONTRACTOR shall, at its option, (i) procure for CUSTOMER the right to continue its activities hereunder; or (ii) modify the Products so as to be non-infringing and reasonably acceptable to CUSTOMER; or (iii) replace the Products with a product that meets the performance requirements of the infringing Products. If CONTRACTOR does not affect any of the above options, CUSTOMER shall be entitled to a refund of that portion of the purchase price attributable to the Product that is the subject of said claim or action, as depreciated on CUSTOMER's books. CONTRACTOR shall have no liability for any claim or action if the Products against which the infringement claim has been made have been modified by CUSTOMER in a manner that causes or contributes to the infringement, if the infringement arises as a result of CUSTOMER's having attached the Products to other unauthorized equipment, or if the Products have been used for a purpose other than their intended purpose.
- (d) The foregoing states the entire liability of CONTRACTOR with respect to any claim of infringement of any patents, copyrights, trademarks or other proprietary rights as to the Products, and CONTRACTOR shall have no other liability with respect to any other proprietary rights.

**20. Delivery, Title and Risk of Loss.**

Title to Products (other than software) will pass to CUSTOMER upon final payment of the SYSTEM to CONTRACTOR. CONTRACTOR shall bear the responsibility for all risks of physical loss or damage to the Product until such Product is delivered to CITY, except to the extent such damage is caused by CUSTOMER. To retain the benefit of this clause, CUSTOMER shall promptly notify CONTRACTOR of any loss or damage upon receipt of any or all items of Product and cooperate in the processing of any claims made by CONTRACTOR.

**21. Termination.** This Agreement will terminate or may be terminated as subject to the following conditions:

**21.1 Termination by CUSTOMER.** This Agreement may be terminated by CUSTOMER for any or all of the following reasons:

21.1.1. For any default by CONTRACTOR;

21.1.2. For the convenience of STANISLAUS REGIONAL 911/CITY OF MODESTO

21.1.3. In the event of the insolvency of, or declaration of bankruptcy by, the CONTRACTOR, or

21.1.4. In the event sufficient appropriated, otherwise un-obligated funds no longer exist for the payment of CUSTOMER's future obligations herein.

**21.2 Termination for Default.** The failure of CONTRACTOR to comply with any material term, condition, or provision of this Agreement shall constitute a default. In the event of default, CUSTOMER shall notify the CONTRACTOR of the specific act or omission by CONTRACTOR that constitutes default. The CONTRACTOR shall have a reasonable amount of time, not to exceed thirty (30) business days from the date of receipt of such notification to correct such default. Termination for default shall be accomplished immediately upon written notice of termination and failure to correct within the requisite time period.

**21.3 Termination for Convenience.** CUSTOMER may terminate this Agreement in whole or in part whenever for any reason CUSTOMER determines that such termination is in the best interest of CUSTOMER. In such event, CUSTOMER shall provide written notice to CONTRACTOR and termination shall be effective as of the date and time specified therein. The Agreement shall terminate without further obligation of CUSTOMER as of that date, except the CONTRACTOR shall be paid for all work performed up to that time accepted by CUSTOMER and CUSTOMER shall return all hardware and software components which have not been fully paid for..

**21.4 Termination for Bankruptcy or Insolvency.** In the event CONTRACTOR shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors, CUSTOMER shall exercise its right to acquire Application source code held in escrow for the sole purpose of maintaining and updating the SYSTEM to avoid cessation of service or loss to CUSTOMER, and CUSTOMER may, at its option, terminate this Agreement. In such event of termination, CUSTOMER shall provide written notice to CONTRACTOR and termination shall be effective as of the date and time specified therein.

**21.5 Termination for Unavailability of Funds.** Notwithstanding any other provision of this Agreement, the Parties agree that the charges hereunder are payable by CUSTOMER solely from appropriated, otherwise un-obligated funds. In the event such funds are determined in the sole discretion of CUSTOMER to no longer be available or to be insufficient with respect to the charges payable pursuant to this Agreement, CUSTOMER may terminate this Agreement without further obligation of CUSTOMER up to the effective date of termination, except

CONTRACTOR shall be paid for all work performed to such date and accepted by CUSTOMER.

**21.6 Cure Period.** At the discretion of CUSTOMER, and in the event any provisions of this Agreement are violated by either party, the grieved party shall serve written notice upon the violating party identifying the violation. Upon receipt of notice, the violating party shall have a reasonable period not to exceed 30 calendar days to cure the violation. In the event the violating party has not satisfactorily remedied the violation at the end of the thirty (30) day cure period, the grieved party may either 1) request a written plan from the violating party which defines a specific course of action for correction of the violation, or 2) serve written notice upon the violating party of intent to terminate, and seek any and all legal remedies for breach of Agreement. The grieved party reserves the sole and exclusive right to determine which course of action is selected.

**21.7 Failed Correction of Breach.** In the event the violating party has been notified of breach of contract and fails to correct said breach or fails to satisfactorily correct said breach under the terms and conditions of Section 22.6, the grieved party reserves the right to terminate this Agreement without notice and pursue any and all legal remedies including the costs of enforcing the terms of this Agreement.

**21.8 Procedure upon Termination.** Upon termination of this Agreement by CUSTOMER, CONTRACTOR shall:

21.8.1 Stop work under this Agreement on the date and to the extent specified in the notice of termination;

21.8.2 Place no further orders or subcontract for materials, services or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;

21.8.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated;

21.8.4 Assign to CUSTOMER, in the manner and to the extent directed by CUSTOMER, all of CONTRACTOR's rights, title, and interest under the orders or subcontracts so terminated, in which case CUSTOMER shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

21.8.5 Take such action as may be necessary, or as CUSTOMER may direct, for the protection and preservation of any and all property or information related to this Agreement which is in the possession of the CONTRACTOR; and

21.8.6 Within ten (10) business days from the effective date of termination, deliver to CUSTOMER all drawings, computer program source code,

computer input and output, analyses, plans, tests, maps, and written materials necessary to the continued performance of the modules of the SYSTEM which are in productive use by CUSTOMER.

- 21.9 Payment on Termination for Convenience.** If this Agreement is terminated for the convenience of CUSTOMER, CUSTOMER shall pay CONTRACTOR for services accepted by CUSTOMER and rendered by the CONTRACTOR up to the effective date of termination.
- 21.10 Applicable Laws and Jurisdiction.** The provisions of this Contract shall be construed in accordance with the laws of the State of California and any provision of this Contract in conflict therewith is void. The parties agree to submit to the jurisdiction of the courts of Modesto, California, for enforcement of this Contract.
- 21.11 Attorney's Fees.** Subject to section 14 and 20, if either party to this Agreement is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with enforcement of this Agreement, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted shall be entitled to reasonable attorney's fees provided a final, non-appealable and binding judgment has been rendered by the Courts. In any other situation, each party shall pay its own attorney's fees. Attorney's fees shall include reasonable costs for investigating such action, conducting discovery, and all other necessary reasonable costs a court of competent jurisdiction allows which are incurred in such litigation.

## **22. Miscellaneous Provisions.**

- 22.1 Reports.** CONTRACTOR shall prepare and submit to CUSTOMER monthly reports concerning CONTRACTOR'S performance of the services rendered under this Agreement, beyond those defined in Exhibit B (Statement of work).
- 22.2 Non-liability of CUSTOMER Officers and Employees.** No officer, official, employee, agent, representative, or volunteer of CUSTOMER shall be personally liable to the CONTRACTOR, or any successor in interest, in the event of any default or breach by CUSTOMER, or for any amount that may become due to the CONTRACTOR or its successor, or for breach of any obligation of the terms of the Agreement.
- 22.3 Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of CUSTOMER or the CONTRACTOR, including, but not restricted to, acts of god or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including CUSTOMER, if the delaying party shall within ten (10) working days of the commencement of such delay notify the other party in writing of the causes of the delay. In no event shall the CONTRACTOR be entitled

to recover damages against CUSTOMER for any delay in the performance of this Agreement, however caused.

**22.4 Corporate Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that 1) they are duly authorized to execute and deliver this Agreement on behalf of said party, 2) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and 3) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

**22.5 Need for Equipment Due to Emergencies.** The CONTRACTOR shall make every reasonable effort to assist CUSTOMER in procuring use of equipment compatible with that provided under this Agreement to meet emergencies such as major breakdown, natural disasters or unforeseen peak loads.

## **System Delivery**

### **23. CONTRACTOR'S Responsibilities.**

CONTRACTOR will be responsible for a variety of products and services as defined in the Statement of work document (Exhibit B) including, but not limited to: project management services, ordering of hardware and software, installation services, and training and support services. Further, the responsibilities of the CONTRACTOR in this area shall include, but are not limited to:

**23.1 Appoint Project Manager.** CONTRACTOR will appoint a Project Manager that will have the authority to make significant decisions relevant to the project and have direct access to CONTRACTOR'S management for resolving problems beyond the Implementation Manager's immediate authority. At all times during the Agreement, the Implementation Manager shall be reasonably accessible to CUSTOMER.

**23.2 Ordering of hardware components and schedule installation as appropriate.** Hardware will not be ordered until after the Pre-Implementation Meeting unless CUSTOMER agrees in writing to order the equipment (pursuant to the payment terms listed in Exhibit D) at the time of execution of this Agreement. Any price increases experienced by the CONTRACTOR from hardware suppliers and third party resellers, shall be the responsibility of the CONTRACTOR. Any price decreases shall be passed on to CUSTOMER. The hardware shall be installed pursuant to the terms and conditions of this Agreement and in accordance with the timelines and scope as outlined in the Exhibit B (Statement of work).

CONTRACTOR understands that CUSTOMER has relied upon the expertise of CONTRACTOR in the determination of the hardware configuration and components to effectively address the terms and conditions of this Agreement. As such, CONTRACTOR assumes full responsibility to insure that all required components are included in the proposed configuration that has been accepted by CUSTOMER. Any components that are 1) deemed mutually missing from the configuration and are

required to effectively operate CONTRACTOR'S APPLICATION SOFTWARE, or 2) deemed incompatible or otherwise unsuited for use by CUSTOMER for the purposes stated herein, shall be replaced by the CONTRACTOR at no additional charge to CUSTOMER within 10 days of receipt of written notice regarding additional components needed.

The requested additional hardware shall be installed by CONTRACTOR pursuant to the terms and conditions of this Agreement and in accordance with the timelines and scope as outlined in the Exhibit B (Statement of work).

Hardware has been priced sby today's standards and may be changed due to technology advances as needed.

**23.3 Warranty Compatibility.** CONTRACTOR shall be responsible for the testing, certification and integration of the CONTRACTOR-supplied products into CUSTOMER network. The network is comprised of cabling hubs, routers, file servers, data circuits, interface hardware and network software. Exhibit K (Hardware and Network Specifications) identifies CONTRACTOR's specifications for the hardware and network environment. CONTRACTOR agrees its system will perform as warranted if CUSTOMER meets these specifications. In the event future problems are determined to be caused by the network installed by CUSTOMER, repair shall be CUSTOMER'S responsibility

**23.4 Install and test APPLICATION SOFTWARE.** APPLICATION SOFTWARE will be installed pursuant to the terms and conditions of this Agreement and in accordance with the timelines and scope as outlined in Exhibit B (Statement of work).

**23.5 Training and Support Services.** CONTRACTOR will provide training and support services pursuant to the terms and conditions of this Agreement and in accordance with the timelines and scope as outlined in Exhibit B (Statement of work).

#### **24. CUSTOMER'S Responsibilities.**

CUSTOMER shall provide access to facilities for installation of the SYSTEM, and agrees to appoint a Project Manager who shall be responsible for review, analysis and acceptance of CONTRACTOR'S performance and the coordination of CUSTOMER personnel, equipment, vehicles and facilities. CUSTOMER'S Project Manager shall be empowered to make decisions with the authority to bind CUSTOMER with respect to the work being performed under this Agreement.

**24.1 Site Preparation.** CITY shall prepare at its own expense the SYSTEM installation site in accordance with the requirements of CONTRACTOR's Proposal. CONTRACTOR represents that the minimum and maximum electrical requirements set forth in its Proposal, as well as all other permitted ranges of environmental variations are satisfactory for operation of the SYSTEM. CONTRACTOR shall be responsible for visiting CUSTOMER's facilities to obtain information to determine what is necessary to fully prepare the installation site.

Upon completion of site preparation by CITY, CONTRACTOR shall inspect the premises and notify CUSTOMER in writing that CUSTOMER has complied with such requirements. The cost of any physical or environmental alteration or modification required for the successful installation, operation, and/or maintenance of the SYSTEM (either by CONTRACTOR or CUSTOMER) that is attributable to incomplete or erroneous site specifications provided by the CONTRACTOR shall be borne by the CONTRACTOR at no cost to CUSTOMER.

- 24.2 Network Installation.** Install and certify all necessary network infrastructure as required by the CONTRACTOR for the installation of the system provided under the terms of this Agreement.
- 24.3 Manage the Installation.** Have responsibility for managing the installation of the SYSTEM on behalf of CUSTOMER, learning and using the SYSTEM.
- 24.4 Provide Review Services.** Review and provide input into the development of detailed functional documentation and Exhibit B (Statement of work Document) and respond to each document within 15 working days of receipt.
- 24.5 Provide Project-Related Information as Required by the CONTRACTOR.** Provide day-to-day information and data concerning CUSTOMER'S operations and activities. If CUSTOMER'S response is inadequate or the request is major in scope, then CONTRACTOR shall make a written request specifying the desired response time, and CUSTOMER'S Project Manager shall provide written response within that time, if reasonable, or specify when such response shall be forthcoming;
- 24.6 Manage the Change Order Process.** Advise CONTRACTOR of any changes in CUSTOMER's requirements and initiate change orders as specified in this Agreement.
- 24.7 Coordinate Resources as Required.** Provide personnel for file editing, table building, obtaining source documents and other necessary tasks in a timely manner, and for maintaining CUSTOMER-owned equipment;
- 24.8 Provide Computer Time and Supplies.** Provide and make available all necessary access to computers and supplies required for SYSTEM operation and maintenance;
- 24.9 Perform Backups as Required.** Perform backup functions on an ongoing basis as specified in SYSTEM Documentation;
- 24.10 Provide Communication Line(s) for External Sources.** Provide all communication line(s) required for use with the CONTRACTOR'S software interfaces and support modem.
- 24.11 Attend Training.** CUSTOMER shall attend application software and database training.

**25. Documentation.**

CONTRACTOR shall provide current, accurate hardware and software documentation. CONTRACTOR shall provide one hard copy printout of all application software documentation (copyrighted) and provide the files in Microsoft Word format. CUSTOMER shall have the non-exclusive, non-retractable right to copy the documentation for internal purposes only.

**26. Delivery.**

The SYSTEM required under this Agreement shall be delivered and installed according to Exhibit B (Statement of work) that may be modified by Amendment to this Agreement.

**27. Change Orders.**

CUSTOMER shall have authority to require change orders in accordance with local government regulations. If additions or changes to the terms, products or services supplied under this Agreement are required, the price for such additional products or services shall be the fair value of the products or services involved. All such changes shall be mutually agreed upon by the parties and shall be incorporated as a written Amendment to this Agreement, and duly executed by authorized representatives of both parties. All such Amendments shall be bound by the terms of this Agreement, except where specifically modified by the Amendment. The Contractor's standard Change Order Form hereto attached as Exhibit L shall be used for any request for changes by the Customer.

## **Acceptance**

**28. Acceptance Testing**

*Note: the contract language was not consistent with the RFP language. We are proposing language that reflects the RFP requirements that were accepted by CONTRACTOR.*

**28.1 System Component Acceptance Testing.** CONTRACTOR will demonstrate proper System operation to CUSTOMER for all equipment CONTRACTOR installs in accordance with the following process:

- (a) **Functional Acceptance Test and Final Acceptance Test:** The CONTRACTOR's standard functional acceptance test and final acceptance test accepted by the parties is attached hereto as Exhibit F (Functional Acceptance Test Plan and Final Acceptance Test Plan). CONTRACTOR shall after signature of this Agreement, develop in collaboration with Customer a customized Functional Acceptance Test and a customized Final Acceptance Test which shall be used to test the System. Said Functional Acceptance Test and Final Acceptance Test shall determine the tasks to be performed by Customer personnel and the tasks to be performed by CONTRACTOR.

The Functional Acceptance Test shall include a thirty (30) consecutive calendar days Reliability Test and Performance and Stress Test that shall be developed by CONTRACTOR after signature of this Agreement in accordance with the specifications set forth in Contractor's Response to the RFP, Stanislaus Region 9-1-1 Outline G Performance Requirements.

- (b) **The System Component Acceptance Period:** The Functional Acceptance Test shall start immediately upon successful installation of the System and run successfully for a period of thirty (30) consecutive calendar days (the "System Component Acceptance Period"). The following severity levels for failed operations shall be used to determine if the System can be turned live (the "System Cutover") or must be retested until the problem is resolved. After thirty (30) consecutive calendar days without severity level 1 problems, the System shall be cutover and the System Component Acceptance Period terminated.

In the event of a problem, CUSTOMER shall immediately notify the CONTRACTOR in writing, explaining the reason for test failure.

- In the event of a severity level 1 problem, the thirty (30) day System Component Acceptance Period will be suspended until the problem is satisfactorily resolved. Upon satisfactory correction of the problem, a new thirty (30) day System Component Acceptance Period will commence.
- In the event of a severity level 2 problem, the thirty (30) day System Component Acceptance Period will not be suspended until the problem is satisfactorily resolved, however, CONTRACTOR shall resolve the issue promptly and the Final Acceptance Test shall not be deemed successfully completed and the System accepted until the problem has been resolved.
- In the event of a severity level 3, 4 or 5, problem, CUSTOMER shall immediately notify the CONTRACTOR in writing, explaining the reason for test failure. The thirty (30) day System Component Acceptance Period will not be suspended until the problem is satisfactorily resolved and the Final Acceptance may be deemed successful and the System accepted before the problem has been resolved, but final payment shall not be made to CONTRACTOR until the problem has been resolved.

Discrepancy Classification and Priority Classification Description

Severity 1	Catastrophic discrepancy without work around that causes total failure or unrecoverable data loss.	System or System component cannot be turned live until the problem is resolved
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Severity 2	Discrepancy that severely impairs functionality. Work around might exist but is unsatisfactory.	System or System component may be turned live but will not be accepted until the problem is resolved
Severity 3	Discrepancy that causes failure of non-critical system aspects. There is a reasonably satisfactory work around.	System or System component may be turned live. System or System Component may be accepted; problem will be added to a punch list and final payment will not be made until problem is resolved.
Severity 4	Discrepancy of minor significance. Work around exists or, if not, the impairment is slight.	System or System component may be turned live. System or System Component may be accepted; problem will be added to a punch list and final payment will not be made until problem is resolved.
Severity 5	Very minor discrepancy. Work around exists or the problem can be ignored.	System or System component may be turned live. System or System Component may be accepted; problem will be added to a punch list and final payment will not be made until problem is resolved.

- (c) **The Final Acceptance Period:** The Final Acceptance Test shall start immediately upon System Cutover and run for a period of thirty (30) consecutive calendar days (the "Final Acceptance Period"). After thirty (30) consecutive calendar days without severity level 1 and severity level 2 problems, System Acceptance shall be deemed. In the event of a severity level 1 problem, the problem will need to be resolved and the complete thirty (30) day period to proceed to Final Acceptance of the System shall recommence. In the event of a severity level 2 problem, the thirty (30) day delay period will only be suspended until resolution of the said severity level 2 problem and then continue until the said thirty (30) day delay expires. If CUSTOMER refuses to accept the System, it shall indicate same in writing to CONTRACTOR within thirty (30) calendar days of System Cutover or any continued Final Acceptance Test period and shall specify the area of non-conformance with respect to the System specifications.

**29. Authority to Execute Agreement.**

Both CUSTOMER and CONTRACTOR do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute this Agreement for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

STANISLAUS REGIONAL  
911/CITY OF MODESTO

By: \_\_\_\_\_

APPROVED AS TO FORM:

CONTRACTOR

By: \_\_\_\_\_

**Exhibit A**  
**Software License Provisions**

## Exhibit A

### Software License Provisions

#### Site License

1. In consideration of the payment of license fees, CONTRACTOR grants to CUSTOMER, and CUSTOMER hereby accepts, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable, perpetual Site License to use the CONTRACTOR'S APPLICATION SOFTWARE (herein referred to as "Licensed Program") subject to the following terms and conditions. This license is valid on any existing or replacement equipment owned, operated or leased by CUSTOMER.
2. This License-to-use shall also apply to all future error fixes, updates, new releases, and any other code or derivative works thereof that are prepared by the CONTRACTOR and released to CUSTOMER under the terms of the Computer Software Support Agreement (Exhibit E).

3. **Scope of Rights.** CUSTOMER may:

1. Install the Licensed Program in CUSTOMER'S facilities.
2. Use the Licensed Program for purposes of serving the internal needs of CUSTOMER'S business.
3. Make copies of the program(s) in machine-readable form, for nonproductive backup purposes only, provided that the CONTRACTOR'S proprietary legend is included.

CUSTOMER may not use, copy or modify the Licensed Program, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by CONTRACTOR. CUSTOMER's rights may not be transferred.

4. **Proprietary Protection of Licensed Program.** CONTRACTOR shall have sole and exclusive ownership of all rights, title, and interest in and to the Licensed Program, Design Specifications, Custom Modules, Programming and all modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted by CONTRACTOR. This Agreement does not provide CUSTOMER with title or ownership of the Licensed Program but only a right of limited use. CUSTOMER must keep the Licensed Program free and clear of all claims, liens, and encumbrances.

The Licensed Program is a commercially valuable, proprietary product of the CONTRACTOR, the design and development of which reflect the effort of skilled

development experts and the investment of considerable time and money. The Licensed Program is treated by CONTRACTOR as confidential and contains substantial trade secrets of CONTRACTOR, which CONTRACTOR has entrusted to CUSTOMER in confidence to use only as expressly authorized. CONTRACTOR claims and reserves all rights and benefits afforded under federal copyright law in all software programs and user materials that constitute the Licensed Program, and in all system documentation related thereto, as unpublished works.

CUSTOMER may not, at any time, disclose or disseminate the Licensed Program to any person who does not need to obtain access thereto consistent with CONTRACTOR'S rights under this Agreement. Under no circumstances may CUSTOMER "unlock" the code of the Licensed Program, as the term is generally used in the trade. Under no circumstances may CUSTOMER disclose or disseminate the Licensed Program to any competitor of CONTRACTOR. CUSTOMER will devote their best efforts to ensure that all CUSTOMER personnel and all other persons afforded access to the Licensed Program shall protect it against improper use, dissemination, or disclosure. In the event a Public Records Act is exercised CUSTOMER will notify the CONTRACTOR immediately, and CONTRACTOR will indemnify and CUSTOMER harmless from any outcome.

- 5. Source Code Escrow Account.** Within thirty (30) days of the installation date for any module or application software provided by CONTRACTOR, CONTRACTOR shall deposit in an escrow account managed by a fiduciary agent approved by CUSTOMER, one (1) copy of all source code and all related documentation of the CONTRACTOR'S APPLICATION SOFTWARE products provided under this Agreement. CONTRACTOR also guarantees that the source code for all future updates, error fixes, new releases, etc., and all associated documentation (user and system manuals, etc.) will be promptly placed in said escrow account when the Application Software is updated.

CUSTOMER reserves the right to verify all deposits for their accuracy and content. The CONTRACTOR understands and hereby acknowledges that failure on the part of the CONTRACTOR to maintain accurate and timely escrow deposits may result in unknown and undetermined damages to CUSTOMER in the event the CONTRACTOR subsequently discontinues support (for any reason) for the products provided under this Agreement.

In the event CONTRACTOR fails to support or discontinues support of the application software licensed under this Agreement for any reason, CUSTOMER will have access to the source code as a named Licensee under the terms of the Escrow Agreement so that CUSTOMER may continue operation and maintenance of the system. CUSTOMER shall pay all fees associated with this escrow account.

**Exhibit B**  
**Statement of work**

## Exhibit B

### Statement of Work (SOW)

**Date:** June 27, 2007

**CUSTOMER Entity:** SR911 & Participating Agencies (CUSTOMER)

**CUSTOMER Contact Information:**

Mr. Kevin Harless  
City of Modesto  
Information Technology Unit Manager  
1010 10th St  
Modesto, CA 95353  
Work: 209.571-5593

**Contractor Contact Information:**

IPC Command Systems, Inc. (IPC)  
Tyler Thompson  
18215 Pine Vista Place  
Colorado Springs, CO 80908  
Work: 719.219.9637  
Mobile: 719.221.0752

**Project:**

Installation of IQ CAD, IQ/Mobile, IQ/RMS, AFR, Contracted Options, see Exhibit C, for the Integrated Public Safety Systems project

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## 1.0 Introduction

This document defines the Statement of Work for the SR911 and Participating Agencies (CUSTOMER) Integrated Public Safety Systems project provided by IPC Command Systems, Inc. (IPC). The project provides an integrated CAD/RMS/Mobile/FR solution to meet the Integrated Public Safety Systems Contract objectives. The CAD system will be connected to our Mobile Data System. The RMS system will be connected to our Field Reporting System. The CAD and RMS system will be integrated and seamlessly function as one system component. And additional contracted options for COPLINK and document management are also included. This Statement of Work is the first deliverable for the project and defines the project organization, project personnel, project deliverables, and project schedule including tasks, durations, milestones, and resources.

All deliverables will be distributed in both paper and electronic format and stored on IPC's ftp site: <ftp://70.102.207.131/> under CUSTOMER DATA / Modesto CA folder. Both CUSTOMER and CONTRACTOR personnel will be able to access deliverables and support documentation on the site. CUSTOMER will be assigned a password to allow personnel to access the site. Any sensitive information (invoices, etc) will be excluded from the site as mutually agreed upon by CUSTOMER and IPC Project Managers.

### Project Overview

IPC is contracted by CUSTOMER to provide an integrated CAD and RMS System with Mobile Data/Field Reporting and additional contracted options to meet the objectives of the CUSTOMER Integrated Public Safety Systems project.

IPC technical services are available to meet the needs of the CUSTOMER project. Our services include design engineering, implementation engineering, test engineering, project management, training, and maintenance services. These professional services work in partnership with CUSTOMER to promote a quality and timely deployment of the solution.

The purpose of this general Statement of Work (SOW) is to clarify the responsibilities of IPC, a New York corporation, having its principal office at 88 Pine Street, Wall Street Plaza, New York, NY 1005, and the CUSTOMER regarding the Statement of Work, deliverables, and terms and conditions of the provision of products and technical services for IQ/CAD Computer Aided Dispatch, IQ/RMS Records Management System, IQ/Mobile Data System, IQ FR Field Reporting, and contracted options (COPLINK, Document Management, etc). Further, this SOW is designed to help CUSTOMER better understand IPC services and the distribution of responsibility. If changes to the SOW are required at any time, a written change order and additional charges may be required.

### Scope Definition

This project includes the planning, analysis, and design phases of the integration of IPC applications - CAD (IQ/CAD), MOBILE (IQ/Mobile), and RMS to include FR (IQ/RMS) and contracted interfaces/options. The SOW identifies the project delivery items. Please pay close attention to the questions as they will reflect items such as number of clients, and expected optional interfaces etc.

### Referenced Documents:

IPSS Contract

- o CUSTOMER Request for Proposal & BAFO
- o IPC Response to RFP & BAFO
- o Reference All Contact Documents/Exhibits

**General Specifications:**

- a. All communications relating to the project will be between personnel designated by both parties. A detailed Project and Implementation Plan will be submitted for CUSTOMER approval.
- b. All deliverables will be made to the locations/persons as specified by the CUSTOMER project manager.
- c. After consultation with CUSTOMER, IPC will produce Software Requirements Specifications (SRS) for all IPC delivered software that specifies the entire functionality of the software for the project. It will describe the functionality of the clients and servers, interfacing software modules, inquiry forms, the overall architecture, message formats, and the communications protocols for the inter-change between the IPC Computer Aided Dispatch and Records Management applications and CUSTOMER and other interfaced systems.
- d. The design document will be submitted by IPC to CUSTOMER for approval. The design document will satisfy the requirements of the herein referenced documents.
- e. IPC will develop any software that is required to produce the functionality agreed upon in the design document. The software will be integrated with the proposed solution.
- f. IPC will test all programs produced for the project at the individual module level and at the integrated system level. Interfacing protocols may be tested in the loop back mode, actual device-to-device may have to be performed on-site when such devices/system are available.
- g. IPC will install the application software on-site. CUSTOMER will coordinate the access to the physical site and the availability of the other systems to be interfaced to. The software will be loaded on a Windows Server platform to be provided by CONTRACTOR.
- h. Test procedures will be prepared and applied by IPC to test the software for compliance with CUSTOMER requirements. These procedures will identify the verification of the functionality as defined in the design document.
- i. IPC will prepare User, System Administration, and Training Manuals as a deliverable.
- j. The System Administrator Manual will describe procedures to be followed by the System Administrator in servicing the systems for all components. These procedures will include the steps to add/delete users, execute security control, generate reports, and update the system with new software releases. IPC will conduct System Administrator training of CUSTOMER personnel as coordinated by CUSTOMER and IPC for location and scheduling of the training classes.

## Requirements Responsibility

RESPONSIBILITY MATRIX		
Working with CUSTOMER and other associated parties, schedule and conduct a Operational Analysis. This will be conducted during the Project Kickoff Call	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provide a relevant Map Data to IPC for Map Validation Services	<input checked="" type="checkbox"/>	
Develop an agenda for the on-site kickoff meeting that includes: <ul style="list-style-type: none"> <li>· Identification of key players and process owners</li> <li>· Open discussion on CUSTOMER expectations</li> <li>· Clarification of IPC deliverables</li> <li>· Facility/Infrastructure issues</li> <li>· Site training requirements</li> <li>· Site workflow</li> </ul>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Review Project Plan. Identify all phases of implementation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Analyze material and resource requirements necessary to support the project's IPC related milestones and reconcile requirements with CUSTOMER expectations and contracted deliverables.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Develop and utilize site-specific test and acceptance criteria for IPC provided equipment and provide the project manager.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Co-Develop a plan for placing the site(s) into service (Cut Plan).	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Assume the role of Process Owner for any issue(s) that might develop during the course of the project as a result of a failure in delivery or performance of IPC furnished material or services.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Coordinate the installation and configuration of IPC provided materials and software site(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Coordinate all IPC provided services at the project site(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide onsite project management oversight.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Facilitate pre-cut preparation and testing as agreed.	<input checked="" type="checkbox"/>	
Facilitate implementation of the site(s) test and cut plan.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Document and facilitate resolution of all IPC related issues or concerns that arise during the cutover.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Assume the role of Process Owner for any IPC issues or concerns that may have come up during the cut.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Project Management Services - Post-Cut</b>		
Initiate 30 day post-cut monitoring for IPC related issues.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Assist IPC in identifying any post-cut system performance issues and promote site acceptance.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule and participate in a 30-day project review meeting.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Participate in a 30-day project review meeting.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Project Management Services - Miscellaneous</b>		
Track completion of IPC milestones.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Monitor logistics of each IPC cycle, including delivery.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide weekly project updates.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Throughout the course of the project, act as the IPC single point of contact.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule and moderate project conference calls.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Monitor all project logistics / coordination efforts, intervening as necessary.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Maintain project information (hard copy and/or electronically).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Issue weekly status reports that address open project issues, planned courses of action, and target completion dates.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Coordinate and facilitate project tasks related to IPC deliverables.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Mapping Services - Planning and Validation</b>		
Provide GIS data set to IPC for validation and reporting as soon as possible	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide GIS validation services on user supplied GIS data.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deliver GIS data report and obtain release of map data signature.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Verify hardware and software requirements to install mapping components.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Verify level of integration with third party vendors if any.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>PRE-INSTALLATION ACTIVITIES</b>		
Verify components specified on the purchase order are on-site	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Verify all appropriate software is loaded and on-site for reinstallation if needed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Verify power, grounding and environmental items are in place (site is responsible to meet NEC standards)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Test and verify basic settings and configuration for IQ/CAD/RMS/Mobile server(s), per data collection	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Test and verify basic settings and configuration for workstations, monitors and peripherals	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Test Local Area Network (LAN) suitability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Verify Local Area Network (LAN) functionality	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Verify rack mounting of HUB and patch panel	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Test and verify 911 controller spills and dump formats	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Verify CUSTOMER data input requirements are complete and ready for test	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Perform all Administrator training for all applications	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Perform End-user training for all applications	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Verify system functionality as outlined in IPC's standard site verification and acceptance document.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Perform system cut over in concert with agreed upon Project Schedule.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Site Cut Over Activities</b>		
Verify Acceptance has been reviewed and received	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Verify that End-user training has been completed.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>POST-CUT OVER ACTIVITIES</b>		
Begin remote monitoring operation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Begin IPC local 24 Hour on-site post cut support.



## 2.0 Technical Services

IPC technical services are available to meet the needs of the Integrated Public Safety Systems project. Our services include design engineering, implementation engineering, test engineering, project management, training, and maintenance services. These professional services work in partnership with CUSTOMER to promote a quality and timely deployment of the solution.

### ***Primary Installation and Implementation Services***

This service provides primary field-engineering/installation services for all IPC and business partner provided systems. Our staff will assume the lead technical role for all matters under contract. Our project manager will work with CUSTOMER's project manager and field engineering/installation representative(s) to meet all expectations and requirements.

### ***Project Management Primary Services***

This service defines IPC as the primary point of contact for all facets of project management and coordination. The IPC Project Manager assumes the lead role and facilitates all aspects of project management, with approval from CUSTOMER project manager, contingent upon having a primary contact per organization with which to work. Services include, but are not limited to: complete project scheduling; pooling and allocation of resources; issue tracking; escalation and resolution; overall project reporting, and acting as the primary single point of contact for all parties.

### ***Training Services***

Training will be conducted according to the mutually agreed upon Training Plan. All course prerequisites must be satisfied prior to attending each class. There be a maximum number of sixteen students per as agreed to by the CUSTOMER Project Manager. IPC sets class durations. Changes to the training schedule must be agreed upon between CUSTOMER and IPC and communicated to IPC in writing at least 21 days prior to the start of the first class. Any schedule changes communicated less than 21 days prior to the start of the first class may impact the overall project schedule. Unless otherwise stated, one trainer will provide up to 8 hours of instruction per business day during normal business hours. Training facilities must meet minimum IPC requirements and should be in place no later than 2 days prior to the start of the first scheduled class.

### ***Support Services***

IPC will provide, install, configure, make operable, and test the equipment and software necessary to prepare the system for 24X7 warranty and maintenance support. The support implementation process consists of the following:

- Survey-- An IPC engineer will complete a site survey and submit the survey report to IPC Support personnel.
- Site implementation-- CUSTOMER support personnel will provide IPC engineers with site-specific instructions to implement Warranty and Support. This implementation plan provides IPC engineers with all of the necessary information concerning installation, configuration, testing, and training.

- Remote Access Authentication and Escalation Procedures. These procedures will be developed, reviewed and approved in writing by CUSTOMER
- Cut over testing-- Prior to cut over CUSTOMER support personnel will interface with the IPC engineer to test Remote Support at the site. Cut over testing will include passwords, access codes, phone numbers, etc. required to access the site remotely.
- Handoff to CUSTOMER personnel-- Upon successful testing and review, the IPC Project Manager will notify CUSTOMER Project Manger support personnel of the cut over to live status of the site.

## 3.0 Statement of Work (SOW)

The Statement of Work (SOW) organizational structure of this project is comprised of four distinct Work Breakdown Structure (WBS) phases based on IPC project methodologies.

### Phase I - System Definition

The System Definition Phase is the process of defining the system to ensure that the operational intent as defined in the proposal and contract are consistent. This initial phase begins with a review of the IPC Proposal and finalizing all contractual documents.

### Phase II - System Design

During the Design System Phase, the project team defines the system construction, configuration, and interfaces, which become the blueprint for the project.

### Phase III - System Build

During the System Build Phase, the project team performs development activities required to deliver system functionality as specified. Specified interfaces are developed and system integration is accomplished. CUSTOMER completes pre-installation activities during this phase in readiness for delivery of the system.

### Phase IV - System Delivery

During the System Delivery Phase, all contracted systems are delivered, configured and tested for correct operation. Interfaces are delivered and configured to operate with the existing systems. Data, specific to site operations, is loaded by CUSTOMER site personnel.

## PHASE 1 - SYSTEM DEFINITION TASKS AND RESPONSIBILITIES

The following tasks represent the efforts defined in the Work Project Schedule for the System Definition Phase of the Project.

**1. Conduct Contract Requirements Review** – IPC and CUSTOMER will jointly conduct a contract review to ensure mutual understanding. The Contract and its exhibits, IPC Proposal, CUSTOMER RFP, and any other contract documents will be the focus of the review with the results used to update the Statement of Work. The Statement of Work will fully document the conditions and extent of work to be completed by both parties and will clarify any questions regarding expectations of the system. IPC participants in the Contract Requirements Review include the Project Manager, Project Engineer, and Area Sales Manager.

**2. Operational Walkthroughs** – The Operational Walkthroughs are exercises where each subsystem (i.e.: IQ/CAD, IQ/RMS, IQ/Mobile, and Interfaces) is installed on equipment which may be provided by CUSTOMER and the system requirements are compared to the functionality of each. The results of the Operational Walkthroughs serve as the basis for creating the Software Requirements Specifications (SRS) Documentation. The Operational Walkthrough will be conducted onsite at CUSTOMER facilities. IPC participants will include the IPC Project Engineer, Development Manager, and Implementation Engineer. The CUSTOMER will ensure that appropriate project personnel and subject matter experts

are available for the Operational Walkthroughs. A "Team Building" and project kickoff meeting will also be included with the first Operational Walkthrough.

**3. Review Hardware Requirements** – All required hardware will be identified and responsibilities confirmed for the provision of the hardware. Architectural drawings will be created to document the hardware configuration. Participants will include the IPC Project and Implementation Engineers. The CUSTOMER will provide hardware expertise as required.

**4. Review 3<sup>rd</sup> Party Software Requirements** – All required third party software will be identified and responsibilities confirmed for the provision of the software. The software configuration will be added to the architectural drawings. Participants will include the IPC Project and Implementation Engineers. The CUSTOMER will provide expertise as required.

**5. Site Evaluation** – A physical inspection will be conducted to confirm placement for staging and final installation of the hardware. This will serve as the basis for generating the Site Installation Plan. The Site Evaluation will be conducted by the IPC Project Engineer and the CUSTOMER Project Manager.

**6. Implementation Plan** – A detailed Implementation Plan will be created by IPC and approved by CUSTOMER. This document will be continually updated and reviewed by IPC and CUSTOMER throughout the course of the project. The Implementation Plan will include a detailed Project Schedule created using the latest version (or version requested by CUSTOMER) of Microsoft Project. The Plan also includes the SOW, contact list and responsibilities. The IPC Project Manager will develop the Implementation Plan and submit to CUSTOMER for Approval.

## **PHASE 2 – SYSTEM DESIGN TASKS AND RESPONSIBILITIES**

The following tasks represent the efforts defined in the Project Schedule for the System Design Phase of the Project.

**1. IQ/CAD Software Requirements Specifications (SRS)** – Meetings will be held to review and document the results of the Operational Walkthrough and further define features and functions. An IQ/CAD Software Requirements Specifications (SRS) document will be created and submitted to CUSTOMER for approval. The document will define IQ/CAD functionality with a description of each feature, prerequisites, the method of command execution, and command preferences that exceed the COTS features and specifications. Participants in the IQ/CAD SRS meetings include the IQ/CAD Development Manager, the Implementation Engineer, and the Project Manager. CUSTOMER must provide adequate technical and subject matter expertise to support the IQ/CAD SRS effort.

**2. IQ/Mobile Software Requirements Specifications (SRS)** – Meetings will be held to review and document the results of the Operational Walkthrough and further define IQ/Mobile features and functions. An IQ/ Mobile Software Requirements Specifications document will be created and submitted to CUSTOMER for approval. The document will define IQ/Mobile functionality with a description of each feature, screen layout, prerequisites, the method of command execution, and command preferences. Participants in the IQ/Mobile SRS meetings include the IQ Mobile Development Manager, the Implementation Engineer, the Project Engineer and the IQ/Mobile Engineer. CUSTOMER must provide adequate technical and subject matter expertise to support the IQ/Mobile SRS effort.

**. IQ/RMS & FR Software Requirements Specifications (SRS)** – Meetings will be held to review and document the results of the Operational Walkthrough and further define IQ/RMS features and functions. An IQ/RMS Software Requirements Specifications document will be created and submitted to CUSTOMER for approval. The document will define IQ/RMS functionality with a description of each feature, prerequisites, the method of command execution, and command preferences. Participants in the IQ/RMS SRS meetings include the IQ/RMS Development Manager, the Implementation Engineer, and the Project Manager. CUSTOMER must provide adequate technical and subject matter expertise to support the IQ/RMS SRS effort.

**4. Interfaces Software Requirements Specifications (SRS)** – Meetings will be held to review and document the results of the Operational Walkthrough of the contracted interfaces and further define interface features and functions. Interface Software Requirements Specifications documents will be created for each Interface and submitted to CUSTOMER for approval. The document will define the functionality of each interface with a description of the functionality and physical and logical connectivity. Participants in the Interfaces SRS meetings include the Interface Development Manager, the Interface Developer, the Implementation Engineer, and the Project Manager. CUSTOMER must provide adequate technical and subject matter expertise to support the Interfaces SRS effort. This includes the following interfaces:

- E911 (CAD)
- BIO-Key Fire RMS (RMS/AFR)
- Firehouse RMS (RMS/AFR)
- Netclock
- DOJ CLETS/NCIC (via message Switch and CDI)
- Orbacom Radio Console (CAD)
- ICJIS (RMS) – S/O
- E-CARS (RMS/AFR)
- Document Management (RMS/AFR)
- EOC ETEAM System (CAD)
- EOC RAWs Interface (CAD)
- External CAD System (RIMS)
- External CAD System (Tri-Tech)
- External CAD System (HTE)
- Paging Application Server License (CAD)
- Fax Interface (Winfax/Microsoft Fax) (CAD)
- Email Interface CAD)
- Locator Application Server License – AVL (CAD)
- IQ/Mobile State/NCIC Interface
- Air Pollution / Range Land Control (RLC) Interface (CAD)
- Coplink Interface (RMS/AFR)

**\*\*\*See Appendix A for details of interfaces.**

**5. Mapping Specification and Implementation Plan** – Meetings will be held to review and document the mapping requirements, sources, responsibilities, and methods for generating and updating the maps for the system. A mapping specification will be created and submitted to CUSTOMER for approval.

Participants in the IQ/CAD SRS meetings include the IQ/CAD Development Manager, the

Implementation Engineer, and the Project Manager. CUSTOMER must provide adequate technical and subject matter expertise to support the Mapping SRS effort.

IPC will provide the following mapping services during the project implementation of the data applications products:

- Validations and verification of CUSTOMER provided map data
- Initial loading of map to IQ/CAD, IQ/Mobile, IQ/RMS as stated in the project scope
- Instruct CUSTOMER on reloading maps and updating map files
- Instruct CUSTOMER how to use their map within the IPC products

Additional GIS services can be evaluated and quoted accordingly or IPC will provide recommendations for outsourcing.

Support:

- Mapping questions will be fielded as part of a current support plan and routed accordingly. If the issue falls outside of IPC project scope IPC will recommend outsourcing resources for assistance.
  1. For items outside of project scope, IPC will inform CUSTOMER of what needs to be done and can provide a quote or CUSTOMER can outsource.
  2. Not included in IPC support – Anything in the base map that needs to be edited or modified including edits made to ESRI shape file (projects, new street, geopoints ,new roads)
- IPC does not currently support mapping issues related to base map changes and modifications. That is, edits made to ESRI shape files (e.g. projections, new streets, new roads, geopoints, etc.)

**6. Site Preparation Plan** – Based on the Site Inspection, a Site Preparation and Installation plan will be developed and submitted to CUSTOMER for approval. The IPC Project Manager/Engineer will develop the plan and submit to CUSTOMER for approval.

**7. Hardware/COTS Software Implementation Plan** – A detailed Hardware/COTS Software Implementation Plan will be created and submitted to CUSTOMER for approval. This document will detail the procurement, receipt, staging, and installation of COTS hardware and software. The IPC Implementation Engineer will develop the plan and submit to CUSTOMER for approval.

**8. Training Plan** – A detailed Training Plan will be developed defining each Training Course, required logistics, and schedule. The Training Plan will be developed by the Project Manager and submitted to CUSTOMER for approval.

### **PHASE 3 – SYSTEM BUILD**

The following tasks represent the efforts defined in the Project Schedule for the System Build Phase of the Project.

**1. IQ/CAD Development** – IQ/CAD development will commence at the IPC Development Facilities to provide the functionality and features defined in the IQ/CAD Software Requirements Specifications Document.

.. **IQ/Mobile Development** – IQ/Mobile development will commence at the IQ/Mobile and IPC Development Facilities to provide the functionality and features defined in the IQ/Mobile Software Requirements Specifications.

**3. IQ/RMS and FR Development** – IQ/RMS and FR development will commence at the IPC Development Facilities to provide the functionality and features defined in the IQ/RMS Software Requirements Specifications.

**4. Interfaces Development** – Interface development will commence providing the functionality and features defined in each of the Interface Software Requirements Specifications. This includes the following interfaces:

- E911 (CAD)
- BIO-Key Fire RMS (RMS/AFR)
- Firehouse RMS (RMS/AFR)
- Netclock
- DOJ CLETS/NCIC (via message Switch and CDI)
- Orbacom Radio Console (CAD)
- ICJIS (RMS) – S/O
- E-CARS (RMS/AFR)
- Document Management (RMS/AFR)
- EOC ETEAM System (CAD)
- EOC RAWS Interface (CAD)
- External CAD System (RIMS)
- External CAD System (Tri-Tech)
- External CAD System (HTE)
- Paging Application Server License (CAD)
- Fax Interface (Winfax/Microsoft Fax) (CAD)
- Email Interface CAD)
- Locator Application Server License – AVL (CAD)
- IQ/Mobile State/NCIC Interface
- Air Pollution / Range Land Control (RLC) Interface (CAD)
- Coplink Interface (RMS/AFR)

**\*\*\*See Appendix A for details of interfaces.**

**5. Map Development** – Map development by CUSTOMER will commence providing the functionality and features defined in the Map Specification. Map development will be accomplished by CUSTOMER GIS organizations.

**6. Test & Acceptance Plan Development**– Test Plans will be developed for subsystem, system, and final acceptance. Test Plans will be developed and submitted to CUSTOMER for approval.

#### **PHASE 4 – SYSTEM DELIVERY**

The following tasks represent the efforts defined in the Project Schedule for the System Delivery Phase of the Project.

IPSS Contract

**1. Order Hardware and COTS Software** – All contract authorized hardware and COTS software will be ordered by IPC according to the Implementation Schedule.

**2. Hardware and COTS Software Installation** – Hardware and COTS software will be staged and installed.

**3. Application Software Installation** – Application software will be installed in its final configuration.

**4. Interfaces** - This includes the following interfaces:

- E911 (CAD)
- BIO-Key Fire RMS (RMS/AFR)
- Firehouse RMS (RMS/AFR)
- Netclock
- DOJ CLETS/NCIC (via message Switch and CDI)
- Orbacom Radio Console (CAD)
- ICJIS (RMS) – S/O
- E-CARS (RMS/AFR)
- Document Management (RMS/AFR)
- EOC ETEAM System (CAD)
- EOC RAWs Interface (CAD)
- External CAD System (RIMS)
- External CAD System (Tri-Tech)
- External CAD System (HTE)
- Paging Application Server License (CAD)
- Fax Interface (Winfax/Microsoft Fax) (CAD)
- Email Interface CAD)
- Locator Application Server License – AVL (CAD)
- IQ/Mobile State/NCIC Interface
- Air Pollution / Range Land Control (RLC) Interface (CAD)
- Coplink Interface (RMS/AFR)

**\*\*\*See Appendix A for details of interfaces.**

**5. IQ/CAD System Administration Training** – IQ/CAD System Administration Training will be conducted according to the Training Plan. The System Administration Training is designed for technical personnel supporting the IQ/CAD system.

**6. IQ/RMS System Administration Training** – IQ/RMS System Administration Training will be conducted according to the Training Plan. This System Administration course is designed for technical personnel supporting the IQ RMS system.

**7. IQ/Mobile System Administration Training** – IQ/Mobile System Administration Training will be conducted according to the Training Plan. IQ/Mobile includes the mobile PCs, the servers, and message switching software. System Administrators will be trained in the proper operation and maintenance of IQ/Mobile by the IQ/Mobile trainers.

**IQ/CAD Train-the-Trainer** – IQ/CAD Train-the-Trainer will be conducted according to the Training Plan. IQ/CAD Train-the-Trainer is designed for experienced Dispatchers and Supervisors who will be responsible for creating and administering Operator Training

**9. IQ/RMS & FR Train-the-Trainer** – IQ/RMS & FR Train-the-Trainer will be conducted according to the Training Plan. IQ/RMS Training is designed for experienced RMS users who will be responsible for training the IQ/RMS Application.

**10. IQ/Mobile Train-the-Trainer** – IQ/Mobile Train-the-Trainer will be conducted according to the Training Plan and by the designated IQ/Mobile trainers. IQ/Mobile Training is for experience field personnel skilled in the use of mobile applications designed for silent dispatch, state queries, and messaging.

**11. IQ/CAD End-User Training** – IQ/CAD End-User Training will be conducted according to the Training Plan. CUSTOMER is responsible for conducting End-User Training unless CUSTOMER purchases End-User training.

**12. IQ/RMS End-User Training**– IQ/RMS End-User Training will be conducted according to the Training Plan. CUSTOMER is responsible for conducting End-User Training unless CUSTOMER purchases End-User training.

**13. IQ/Mobile End-User Training**– IQ/Mobile End-User training will be conducted according to the Training Plan and by designated third-party trainers. CUSTOMER is responsible for conducting End-User Training unless CUSTOMER purchases End-User training.

**14. Coplink Training** - be provided by Coplink as a sub to IPC. IPC will schedule organize the training through the accepted project schedule.

**15. Document Management Training** – Will be provided by selected Document Management vendor as a sub to IPC.

**16. System Testing** – Testing activities will commence according to the System Test Plan. Testing activities include module, subsystem, system, and integration testing. Testing will be both witnessed and hands on.

**17. System Cutover** – The System will be cutover to live operations based on mutual agreement of the parties that the system is prepared and ready for live operations.

**18. Reliability Testing/Acceptance** – The system will be monitored for compliance with the Reliability Testing requirements of the contract. Upon completion of the Reliability Test and compliance to the Acceptance Plan, the system will enter the Warranty period and will be handed off the IPC support for 24X7 warranty support. At the end of the warranty period, the system will enter the maintenance phase subject to execution of a maintenance contract.

## 4.0 Project Deliverables

In addition to this **Implementation Plan**, the following Document Deliverables are required for the project:

IPSS Contract

- **IQ/CAD User's Guide** – Meetings will be held to review and document the results of the Operational Walkthrough and further define features and functions. An IQ/CAD User's Guide document will be created and delivered to CUSTOMER. The document will define IQ/CAD functionality with a description of each feature, prerequisites, the method of command execution, and command preferences. Participants in the IQ/CAD meetings include appropriate assigned CUSTOMER personnel, the IPC Project Manager, and the IQ/CAD Project Engineer. CUSTOMER must provide adequate technical and subject matter expertise to support this effort.
- **IQ/RMS User's Guide** – Meetings will be held to review and document the results of the Operational Walkthrough and further define features and functions. An IQ/RMS User's Guide document will be created and delivered to CUSTOMER. The document will define IQ/RMS functionality with a description of each feature, prerequisites, the method of command execution, and command preferences. Participants in the IQ/RMS meetings include appropriate assigned CUSTOMER personnel, the IPC Project Manager, and the IQ/RMS Project Engineer. CUSTOMER must provide adequate technical and subject matter expertise to support this effort.
- **IQ/Mobile User's Guide** – Meetings will be held to review and document the results of the Operational Walkthrough and further define features and functions. An IQ/Mobile User's Guide document will be created and delivered to CUSTOMER. The document will define IQ/Mobile functionality with a description of each feature, prerequisites, the method of command execution, and command preferences, etc. Participants in the IQ/Mobile meetings include appropriate assigned CUSTOMER personnel, the IPC Project Manager, and the IQ/Mobile Project Engineer. CUSTOMER must provide adequate technical and subject matter expertise to support this effort.

**Interface Guides** – Meetings will be held to review and document the results of the Operational Walkthrough and further define Interfaces features and functions. The documents will define the functionality of each interface with a description of the functionality and physical and logical connectivity. Participants in the Interfaces meetings include the appropriate assigned CUSTOMER personnel, IPC Project Manager, and the Project Engineer. CUSTOMER must provide adequate technical and subject matter expertise to support the Interfaces effort. This includes the following interfaces:

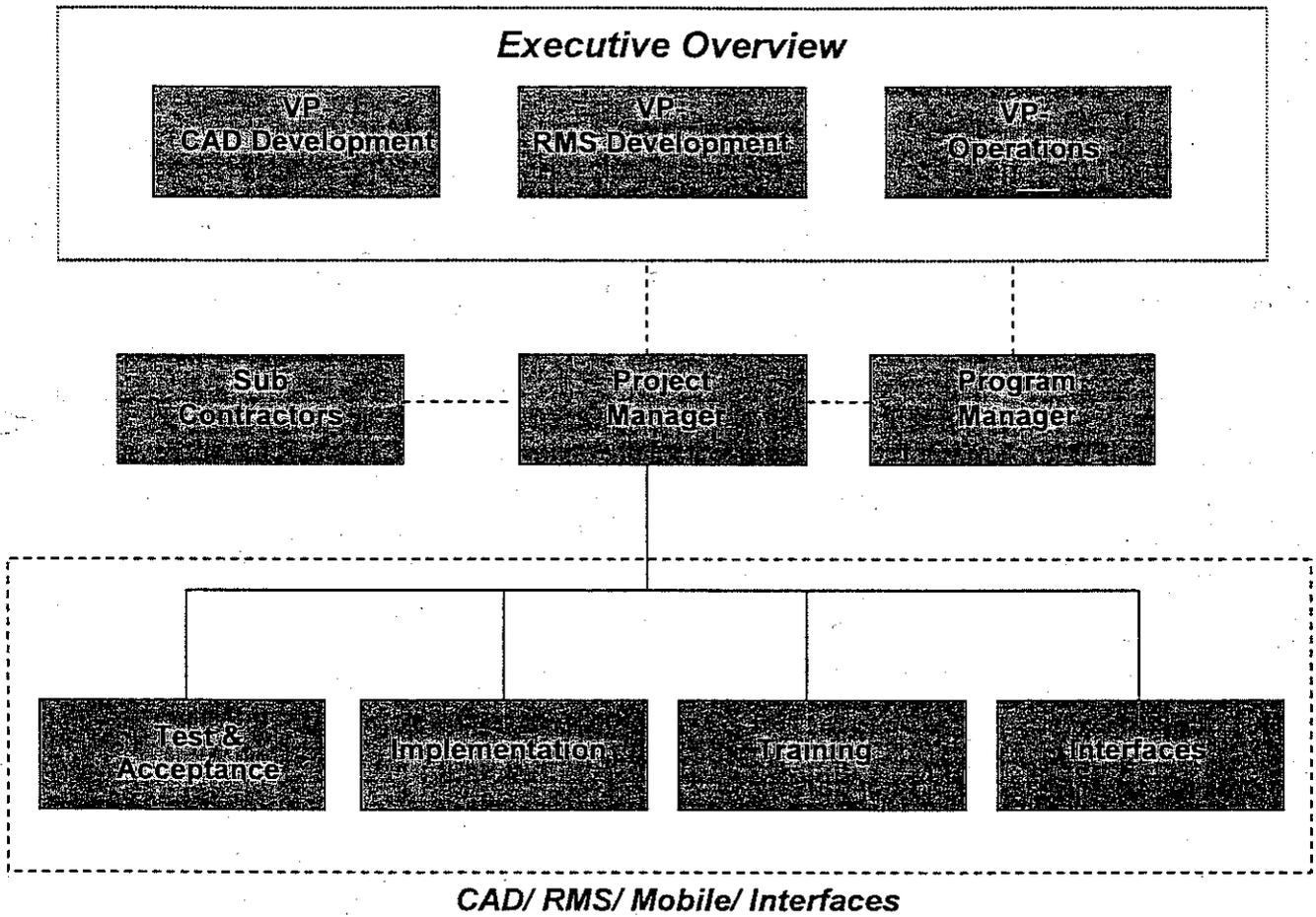
- E911 (CAD)
- BIO-Key Fire RMS (RMS/AFR)
- Firehouse RMS (RMS/AFR)
- Netclock
- DOJ CLETS/NCIC (via message Switch and CDI)
- Orbacom Radio Console (CAD)
- ICJIS (RMS) – S/O
- E-CARS (RMS/AFR)
- Document Management (RMS/AFR)
- EOC ETEAM System (CAD)
- EOC RAWs Interface (CAD)
- External CAD System (RIMS)
- External CAD System (Tri-Tech)
- External CAD System (HTE)
- Paging Application Server License (CAD)

- Fax Interface (Winfax/Microsoft Fax) (CAD)
- Email Interface CAD)
- Locator Application Server License – AVL (CAD)
- IQ/Mobile State/NCIC Interface
- Air Pollution / Range Land Control (RLC) Interface (CAD)
- Coplink Interface (RMS/AFR)

**\*\*\*See Appendix A for details of interfaces.**

- **Mapping Guide** – Meetings will be held to review and document the mapping requirements, sources, responsibilities, and methods for generating and updating the maps for the system. A mapping specification will be created and submitted to CUSTOMER for approval. Participants in the mapping meetings include appropriate assigned CUSTOMER personnel, the IPC Project Manger, and the Project Engineer. CUSTOMER must provide adequate technical and subject matter expertise to support the Mapping effort.
- **Site Preparation Review** – A Site Inspection will be conducted prior to application software installation. The IPC Implementation Engineer will jointly review with CUSTOMER for approval.
- **Hardware/COTS Software Review** – A Hardware/COTS Software review will be conducted onsite prior to application software installation. The IPC Project Manager will jointly review with CUSTOMER personnel for approval.
- **Training Plan** – IPC will develop a detailed Training Plan will be created defining each Training Course, required logistics, and schedule. The Training Plan will be developed by the Project Manager and submitted to CUSTOMER for approval. Supporting Training materials and documents will be delivered as part of training.

## 5.0 Project Team Organization



Following are key personnel for each of the project organizations. Team members can be changed/added/removed from the project per the terms of the contract. IPC team members listed below are provided based on contract guidelines to provide names of personnel designated for Project Manager, Project Functional Lead, and Project Technical Lead. IPC will provide additional resources as needed to support the successful execution of the project schedule and deliverables based upon this Statement of Work (SOW) and associated contract for the Integrated Public Safety System project.

### Key CUSTOMER Project Members

**Corporate Headquarters:** Mr. Gary Cook  
City of Modesto  
Chief Information Officer  
1010 10th St  
Modesto, CA 95353  
209-577-5548

**Project Manager:** Kevin Harless  
City of Modesto  
IT Unit Manager  
1010 10th St  
Modesto, CA 95353  
209-571-5593

### Key IPC Project Members

**Data Applications Office:** IPC Command Systems  
4800 N. Scottsdale Road  
Suite 3000  
Scottsdale, AZ 85251  
Office Phone: 480-949-1512  
Fax: 480-949-1513  
[www.ipc.com](http://www.ipc.com)

**Project Manager:** Michael Gregory  
Wk: 480-949-1514, ext 218  
Cell: 480-388-4250  
[mike.gregory@ipc.com](mailto:mike.gregory@ipc.com)

**Project Functional Lead:** Cliff Gandy  
(Implementation Manager) Wk: 951-201-1195  
[Cliff.gandy@ipc.com](mailto:Cliff.gandy@ipc.com)

**Project Technical Lead:** Matt Hoang

Wk: 619-712-7666  
[matt.hoang@ipc.com](mailto:matt.hoang@ipc.com)

## 6.0 Project Schedule

Services to complete the schedule shall be provided according to staff availability and standard lead times, which averages six to ten weeks. Any additional request for modifications, and or optional interfaces will increase project completion time and delivery. The Project Schedule is to be considered a "living document" and subject to revision based on mutually agreed upon changes that evolve over the life of the project (ie. Walkthroughs, detailed deliverables, change orders, etc). Refer to the Microsoft Project version of the schedule for details and day-to-day management of tasks, dates, and resources based upon known information to date of this SOW. See schedule below:

ID	WBS	Task Name	Duration	Start	Finish	Predecessors
1	1	<b>SR911 &amp; Participating Agencies Integrated Public Safety Systems Project</b>	<b>625 days?</b>	<b>Mon 8/6/07</b>	<b>Fri 12/25/09</b>	
2	1.1	Notice to Proceed Issued	0 days	Mon 8/6/07	Mon 8/6/07	
3	1.2	<b>PAYMENT MILESTONE: Contract Signing 50% (Hardware)</b>	<b>0 days</b>	<b>Mon 8/6/07</b>	<b>Mon 8/6/07</b>	2
4	1.3	<b>PHASE 1: SYSTEM DEFINITION</b>	<b>78 days?</b>	<b>Mon 8/6/07</b>	<b>Wed 11/21/07</b>	3
5	1.3.1	Review Contract & Business Requirements (Internal)	2 days	Mon 8/6/07	Tue 8/7/07	2
6	1.3.2	<b>Project Team Kick-off Meeting</b>	<b>1 day?</b>	<b>Wed 8/8/07</b>	<b>Wed 8/8/07</b>	5
7	1.3.2.1	Customer To Provide Sample Data (forms, taxes, reports, workflows, definitions, acronyms, etc)	1 day?	Wed 8/8/07	Wed 8/8/07	
8	1.3.3	<b>Review Hardware Requirements</b>	<b>1 day</b>	<b>Thu 8/9/07</b>	<b>Thu 8/9/07</b>	7
9	1.3.3.1	CAD Workstations	0.2 days	Thu 8/9/07	Thu 8/9/07	
10	1.3.3.2	Admin/RMS Workstations	0.2 days	Thu 8/9/07	Thu 8/9/07	9
11	1.3.3.3	Primary Site Servers	0.2 days	Thu 8/9/07	Thu 8/9/07	10
12	1.3.3.4	Secondary Site Servers	0.2 days	Thu 8/9/07	Thu 8/9/07	11
13	1.3.3.5	Printers and Other Peripherals	0.2 days	Thu 8/9/07	Thu 8/9/07	12
14	1.3.4	<b>Review 3rd Party Software Requirements</b>	<b>0.5 days</b>	<b>Fri 8/10/07</b>	<b>Fri 8/10/07</b>	
15	1.3.4.1	RDBMS	0.2 days	Fri 8/10/07	Fri 8/10/07	13
16	1.3.4.2	Crystal Reports	0.1 days	Fri 8/10/07	Fri 8/10/07	15
17	1.3.4.3	Replication Software	0.2 days	Fri 8/10/07	Fri 8/10/07	16
18	1.3.5	<b>Site Evaluation</b>	<b>1 day</b>	<b>Fri 8/10/07</b>	<b>Mon 8/13/07</b>	
19	1.3.5.1	Vendor Work Area	0.1 days	Fri 8/10/07	Fri 8/10/07	17
20	1.3.5.2	Primary Site	0.4 days	Fri 8/10/07	Fri 8/10/07	19
21	1.3.5.3	Secondary Site	0.3 days	Mon 8/13/07	Mon 8/13/07	20
22	1.3.5.4	Misc Items (staging area, delivery, security, etc)	0.2 days	Mon 8/13/07	Mon 8/13/07	21
23	1.3.6	<b>Initial Core Team Install &amp; Training</b>	<b>19.5 days?</b>	<b>Mon 8/13/07</b>	<b>Fri 9/7/07</b>	
24	1.3.6.1	Customer To Provide Client Hardware (2 ea) For Initial Application SW For Core Team Use	1 day?	Mon 8/13/07	Tue 8/14/07	18
25	1.3.6.2	Install Current IQ/CAD Application Software For Core Team Training	1 day?	Tue 8/14/07	Wed 8/15/07	24
26	1.3.6.3	Initial Core Team CAD Administrator / IQ/CAD System Admin Training	5 days	Mon 8/27/07	Fri 9/1/07	25
27	1.3.6.4	Initial Core Team IQ/CAD Operator Training (using sample map set)	5 days	Mon 9/3/07	Fri 9/7/07	26
28	1.3.7	<b>Mapping Technical &amp; Data Requirements</b>	<b>2 days?</b>	<b>Mon 9/10/07</b>	<b>Tue 9/11/07</b>	<b>23</b>
29	1.3.7.1	Customer To Provide Mapping Data (street centerlines, ESN zones, features, etc)	1 day?	Mon 9/10/07	Mon 9/10/07	

ID	WBS	Task Name	Duration	Start	Finish	Predecessors
30	1.3.7.2	Review Mapping and GIS Requirements	1 day?	Tue 9/11/07	Tue 9/11/07	29
31	1.3.8	IQ/CAD & IQ/Mobile Operational Walkthrough (week 1)	5 days	Mon 9/17/07	Fri 9/21/07	30 CA
32	1.3.9	IQ/CAD & IQ/Mobile Operational Walkthrough (week 2)	5 days	Mon 10/1/07	Fri 10/5/07	31
33	1.3.10	IQ/RMS & AFR Technical/Data Requirements / Operational Walkthrough	10 days	Mon 10/22/07	Fri 11/2/07	31
34	1.3.11	Interfaces Operational Walkthrough	5 days	Mon 11/12/07	Fri 11/16/07	33
35	1.3.11.1	ES11 (CAD)	1 day	Mon 11/12/07	Mon 11/12/07	33
36	1.3.11.2	BIO-Key Fire RMS (RMS/AFR)	1 day	Mon 11/12/07	Mon 11/12/07	33
37	1.3.11.3	Firehouse RMS (RMS/AFR)	1 day	Mon 11/12/07	Mon 11/12/07	33
38	1.3.11.4	Netclock	1 day	Mon 11/12/07	Mon 11/12/07	33
39	1.3.11.5	DOJ CLETS/NCIC (via Message Switch and CDI)	1 day	Tue 11/13/07	Tue 11/13/07	38 C
40	1.3.11.6	Orbecom Radio Console (CAD)	1 day	Tue 11/13/07	Tue 11/13/07	38
41	1.3.11.7	ICJS RMS (RMS) - SJO	1 day	Tue 11/13/07	Tue 11/13/07	38
42	1.3.11.8	E-CARS (RMS/AFR)	1 day	Tue 11/13/07	Tue 11/13/07	38
43	1.3.11.9	Document Management (RMS/AFR)	1 day	Wed 11/14/07	Wed 11/14/07	42
44	1.3.11.10	EOC E-TEAM System (CAD)	1 day	Wed 11/14/07	Wed 11/14/07	42
45	1.3.11.11	EOC RAWS Interface (CAD)	1 day	Wed 11/14/07	Wed 11/14/07	42
46	1.3.11.12	External CAD (RMS)	1 day	Wed 11/14/07	Wed 11/14/07	42
47	1.3.11.13	External CAD (Tri-Tech)	1 day	Thu 11/15/07	Thu 11/15/07	46
48	1.3.11.14	External CAD (HTE)	1 day	Thu 11/15/07	Thu 11/15/07	46
49	1.3.11.15	Paging Application Server Interface (CAD)	1 day	Thu 11/15/07	Thu 11/15/07	46
50	1.3.11.16	FAX (Winfax/Microsoft Fax) (CAD)	1 day	Thu 11/15/07	Thu 11/15/07	46
51	1.3.11.17	Email Interface (CAD)	1 day	Fri 11/16/07	Fri 11/16/07	47
52	1.3.11.18	Locator Application Server License- AVL (CAD)	1 day	Fri 11/16/07	Fri 11/16/07	47
53	1.3.11.19	IQ/Mobile State/NCIC Interface	1 day	Fri 11/16/07	Fri 11/16/07	47 CA
54	1.3.11.20	Air Pollution/Range Land Control (RLC) Interface (CAD)	1 day	Fri 11/16/07	Fri 11/16/07	47
55	1.3.11.21	Coplink Interface (RMS/AFR)	1 day	Fri 11/16/07	Fri 11/16/07	47
56	1.3.12	Implementation Plan and Schedule Updated and Finalized	3 days	Mon 11/19/07	Wed 11/21/07	34
57	1.3.13	PAYMENT MILESTONE: Accept Formal Project Schedule 10%	0 days	Wed 11/21/07	Wed 11/21/07	56
58	1.4	PHASE 1 System Definition Complete	0 days	Wed 11/21/07	Wed 11/21/07	4

ID	WBS	Task Name	Duration	Start	Finish	Predecessor
59	1.5	PHASE 2: SYSTEM DESIGN	68 days	Thu 11/22/07	Mon 2/25/08	
60	1.5.1	IQ/CAD Software Requirements Specifications (SRS)	40 days	Thu 11/22/07	Wed 1/16/08	
61	1.5.1.1	Document new features and system preferences	30 days	Thu 11/22/07	Wed 1/2/08	58
62	1.5.1.2	Submit SRS for Customer Review	10 days	Thu 1/3/08	Wed 1/16/08	61
63	1.5.1.3	Customer SRS Approval	0 days	Wed 1/16/08	Wed 1/16/08	62
64	1.5.2	IQ/RMS & AFR Software Requirements Specifications (SRS)	40 days	Thu 11/22/07	Wed 1/16/08	
65	1.5.2.1	Document new features and system preferences	30 days	Thu 11/22/07	Wed 1/2/08	58
66	1.5.2.2	Submit SRS for Customer Review	10 days	Thu 1/3/08	Wed 1/16/08	65
67	1.5.2.3	Customer SRS Approval	0 days	Wed 1/16/08	Wed 1/16/08	66
68	1.5.3	IQ/Mobile Software Requirements Specifications (SRS)	40 days	Thu 11/22/07	Wed 1/16/08	58
69	1.5.3.1	Document new features and system preferences	30 days	Thu 11/22/07	Wed 1/2/08	58
70	1.5.3.2	Submit SRS for Customer Review	10 days	Thu 1/3/08	Wed 1/16/08	69
71	1.5.3.3	Customer SRS Approval	0 days	Wed 1/16/08	Wed 1/16/08	70
72	1.5.4	Interfaces Software Requirements Specification (SRS)	68 days	Thu 11/22/07	Mon 2/25/08	
73	1.5.4.1	E911 (CAD)	7 days	Thu 11/22/07	Fri 11/30/07	58
74	1.5.4.1.1	Develop Interface Control Document SRS	5 days	Thu 11/22/07	Wed 11/28/07	58
75	1.5.4.1.2	Submit SRS for Customer Review	2 days	Thu 11/29/07	Fri 11/30/07	74
76	1.5.4.1.3	Customer SRS Approval	0 days	Fri 11/30/07	Fri 11/30/07	75
77	1.5.4.2	BIO-Key Fire RMS (RMS/AFR)	12 days	Thu 11/22/07	Fri 12/7/07	
78	1.5.4.2.1	Develop Interface Control Document SRS	10 days	Thu 11/22/07	Wed 12/5/07	58
79	1.5.4.2.2	Submit SRS for Customer Review	2 days	Thu 12/6/07	Fri 12/7/07	78
80	1.5.4.2.3	Customer SRS Approval	0 days	Fri 12/7/07	Fri 12/7/07	79
81	1.5.4.3	Firehouse RMS (RMS/AFR)	12 days	Thu 11/22/07	Fri 12/7/07	
82	1.5.4.3.1	Develop Interface Control Document SRS	10 days	Thu 11/22/07	Wed 12/5/07	58
83	1.5.4.3.2	Submit SRS for Customer Review	2 days	Thu 12/6/07	Fri 12/7/07	82
84	1.5.4.3.3	Customer SRS Approval	0 days	Fri 12/7/07	Fri 12/7/07	83
85	1.5.4.4	Hotclock	5 days	Thu 11/22/07	Wed 11/28/07	
86	1.5.4.4.1	Develop Interface Control Document SRS	3 days	Thu 11/22/07	Mon 11/26/07	58
87	1.5.4.4.2	Submit SRS for Customer Review	2 days	Tue 11/27/07	Wed 11/28/07	86

ID	WBS	Task Name	Duration	Start	Finish	Predecessors
88	1.5.4.4.3	Customer SRS Approval	0 days	Wed 11/28/07	Wed 11/28/07	87
89	1.5.4.5	DOJ CLETS/AIC (via Message Switch and CDI)	36 days	Thu 11/22/07	Thu 1/10/08	
90	1.5.4.5.1	Develop Interface Control Document SRS	30 days	Thu 11/22/07	Wed 1/2/08	58
91	1.5.4.5.2	Submit SRS for Customer Review	6 days	Thu 1/3/08	Thu 1/10/08	90
92	1.5.4.5.3	Customer SRS Approval	0 days	Thu 1/10/08	Thu 1/10/08	91
93	1.5.4.6	Orbecom Radio Console (CAD)	12 days	Fri 1/11/08	Mon 1/28/08	
94	1.5.4.6.1	Develop Interface Control Document SRS	10 days	Fri 1/11/08	Thu 1/24/08	89
95	1.5.4.6.2	Submit SRS for Customer Review	2 days	Fri 1/25/08	Mon 1/28/08	94
96	1.5.4.6.3	Customer SRS Approval	0 days	Mon 1/28/08	Mon 1/28/08	95
97	1.5.4.7	ICJIS RMS (RMS/AFR)- S/O	12 days	Fri 1/11/08	Mon 1/28/08	
98	1.5.4.7.1	Develop Interface Control Document SRS	10 days	Fri 1/11/08	Thu 1/24/08	89
99	1.5.4.7.2	Submit SRS for Customer Review	2 days	Fri 1/25/08	Mon 1/28/08	98
100	1.5.4.7.3	Customer SRS Approval	0 days	Mon 1/28/08	Mon 1/28/08	99
101	1.5.4.8	E-CARS (RMS/AFR)	12 days	Fri 1/11/08	Mon 1/28/08	
102	1.5.4.8.1	Develop Interface Control Document SRS	10 days	Fri 1/11/08	Thu 1/24/08	89
103	1.5.4.8.2	Submit SRS for Customer Review	2 days	Fri 1/25/08	Mon 1/28/08	102
104	1.5.4.8.3	Customer SRS Approval	0 days	Mon 1/28/08	Mon 1/28/08	103
105	1.5.4.9	Document Management (RMS/AFR)	12 days	Fri 1/11/08	Mon 1/28/08	
106	1.5.4.9.1	Develop Interface Control Document SRS	10 days	Fri 1/11/08	Thu 1/24/08	89
107	1.5.4.9.2	Submit SRS for Customer Review	2 days	Fri 1/25/08	Mon 1/28/08	106
108	1.5.4.9.3	Customer SRS Approval	0 days	Mon 1/28/08	Mon 1/28/08	107
109	1.5.4.10	EOC (E-TEAM) System (CAD)	12 days	Fri 1/11/08	Mon 1/28/08	
110	1.5.4.10.1	Develop Interface Control Document SRS	10 days	Fri 1/11/08	Thu 1/24/08	89
111	1.5.4.10.2	Submit SRS for Customer Review	2 days	Fri 1/25/08	Mon 1/28/08	110
112	1.5.4.10.3	Customer SRS Approval	0 days	Mon 1/28/08	Mon 1/28/08	111
113	1.5.4.11	EOC (RAWS) Interface (CAD)	12 days	Fri 1/11/08	Mon 1/28/08	
114	1.5.4.11.1	Develop Interface Control Document SRS	10 days	Fri 1/11/08	Thu 1/24/08	89
115	1.5.4.11.2	Submit SRS for Customer Review	2 days	Fri 1/25/08	Mon 1/28/08	114
116	1.5.4.11.3	Customer SRS Approval	0 days	Mon 1/28/08	Mon 1/28/08	115

ID	WBS	Task Name	Duration	Start	Finish	Predecessors
117	1.5.4.12	<b>External CAD System (RIMS)</b>	12 days	Tue 1/29/08	Wed 2/13/08	
118	1.5.4.12.1	Develop Interface Control Document SRS	10 days	Tue 1/29/08	Mon 2/11/08	113
119	1.5.4.12.2	Submit SRS for Customer Review	2 days	Tue 2/12/08	Wed 2/13/08	118
120	1.5.4.12.3	Customer SRS Approval	0 days	Wed 2/13/08	Wed 2/13/08	119
121	1.5.4.13	<b>External CAD System (Tri-Tech)</b>	12 days	Tue 1/29/08	Wed 2/13/08	
122	1.5.4.13.1	Develop Interface Control Document SRS	10 days	Tue 1/29/08	Mon 2/11/08	113
123	1.5.4.13.2	Submit SRS for Customer Review	2 days	Tue 2/12/08	Wed 2/13/08	122
124	1.5.4.13.3	Customer SRS Approval	0 days	Wed 2/13/08	Wed 2/13/08	123
125	1.5.4.14	<b>External CAD System (HTE)</b>	12 days	Tue 1/29/08	Wed 2/13/08	
126	1.5.4.14.1	Develop Interface Control Document SRS	10 days	Tue 1/29/08	Mon 2/11/08	113
127	1.5.4.14.2	Submit SRS for Customer Review	2 days	Tue 2/12/08	Wed 2/13/08	126
128	1.5.4.14.3	Customer SRS Approval	0 days	Wed 2/13/08	Wed 2/13/08	127
129	1.5.4.15	<b>Paging Application Server License (CAD)</b>	12 days	Tue 1/29/08	Wed 2/13/08	
130	1.5.4.15.1	Develop Interface Control Document SRS	10 days	Tue 1/29/08	Mon 2/11/08	113
131	1.5.4.15.2	Submit SRS for Customer Review	2 days	Tue 2/12/08	Wed 2/13/08	130
132	1.5.4.15.3	Customer SRS Approval	0 days	Wed 2/13/08	Wed 2/13/08	131
133	1.5.4.16	<b>Fax Interface (Winfax/Microsoft Fax)</b>	5 days	Tue 1/29/08	Mon 2/4/08	
134	1.5.4.16.1	Develop Interface Control Document SRS	3 days	Tue 1/29/08	Thu 1/31/08	113
135	1.5.4.16.2	Submit SRS for Customer Review	2 days	Fri 2/1/08	Mon 2/4/08	134
136	1.5.4.16.3	Customer SRS Approval	0 days	Mon 2/4/08	Mon 2/4/08	135
137	1.5.4.17	<b>Email Interface (CAD)</b>	5 days	Tue 2/5/08	Mon 2/11/08	
138	1.5.4.17.1	Develop Interface Control Document SRS	3 days	Tue 2/5/08	Thu 2/7/08	133
139	1.5.4.17.2	Submit SRS for Customer Review	2 days	Fri 2/8/08	Mon 2/11/08	138
140	1.5.4.17.3	Customer SRS Approval	0 days	Mon 2/11/08	Mon 2/11/08	139
141	1.5.4.18	<b>Locator Application Server License- AVL (CAD)</b>	7 days	Tue 2/5/08	Wed 2/13/08	
142	1.5.4.18.1	Develop Interface Control Document SRS	5 days	Tue 2/5/08	Mon 2/11/08	133
143	1.5.4.18.2	Submit SRS for Customer Review	2 days	Tue 2/12/08	Wed 2/13/08	142
144	1.5.4.18.3	Customer SRS Approval	0 days	Wed 2/13/08	Wed 2/13/08	143
145	1.5.4.19	<b>IQ/Mobile State Interface</b>	15 days	Tue 2/5/08	Mon 2/25/08	

ID	WBS	Task Name	Duration	Start	Finish	Predecessors
146	1.5.4.19.1	Develop Interface Control Document SRS	10 days	Tue 2/5/08	Mon 2/18/08	133
147	1.5.4.19.2	Submit SRS for Customer Review	5 days	Tue 2/19/08	Mon 2/25/08	146
148	1.5.4.19.3	Customer SRS Approval	0 days	Mon 2/25/08	Mon 2/25/08	147
149	1.5.4.20	<b>Air Pollution / Range Land Control (RLC) Interface (CAD)</b>	15 days	Tue 2/5/08	Mon 2/25/08	
150	1.5.4.20.1	Develop Interface Control Document SRS	10 days	Tue 2/5/08	Mon 2/18/08	133
151	1.5.4.20.2	Submit SRS for Customer Review	5 days	Tue 2/19/08	Mon 2/25/08	150
152	1.5.4.20.3	Customer SRS Approval	0 days	Mon 2/25/08	Mon 2/25/08	151
153	1.5.4.21	<b>Coplink Interface (RMS/AFR)</b>	10 days	Tue 2/5/08	Mon 2/18/08	
154	1.5.4.21.1	Develop Interface Control Document SRS	5 days	Tue 2/5/08	Mon 2/11/08	133
155	1.5.4.21.2	Submit SRS for Customer Review	5 days	Tue 2/12/08	Mon 2/18/08	154
156	1.5.4.21.3	Customer SRS Approval	0 days	Mon 2/18/08	Mon 2/18/08	155
157	1.5.5	<b>Mapping Specification and Implementation Plan</b>	20 days	Thu 11/22/07	Wed 12/19/07	58
158	1.5.5.1	Develop Mapping Specification and Implementation Document	15 days	Thu 11/22/07	Wed 12/12/07	58
159	1.5.5.2	Submit for Customer Review	5 days	Thu 12/13/07	Wed 12/19/07	158
160	1.5.5.3	Customer Approval	0 days	Wed 12/19/07	Wed 12/19/07	159
161	1.5.6	<b>Site Preparation Plan</b>	12 days	Thu 11/22/07	Fri 12/7/07	58
162	1.5.6.1	Develop Site Preparation Plan	10 days	Thu 11/22/07	Wed 12/5/07	58
163	1.5.6.2	Submit for Customer Review	2 days	Thu 12/6/07	Fri 12/7/07	162
164	1.5.6.3	Customer Approval	0 days	Fri 12/7/07	Fri 12/7/07	163
165	1.5.7	<b>Hardware/COTS Software Implementation Plan</b>	5 days	Mon 12/10/07	Fri 12/14/07	161
166	1.5.7.1	CAD Workstations	5 days	Mon 12/10/07	Fri 12/14/07	161
167	1.5.7.2	Admin/RMS Workstations	5 days	Mon 12/10/07	Fri 12/14/07	
168	1.5.7.3	Primary Site Servers	2.5 days	Mon 12/10/07	Wed 12/12/07	
169	1.5.7.4	Secondary Site Servers	5 days	Mon 12/10/07	Fri 12/14/07	
170	1.5.7.5	Printers	5 days	Mon 12/10/07	Fri 12/14/07	
171	1.5.7.6	3rd party Software Requirements	5 days	Mon 12/10/07	Fri 12/14/07	
172	1.5.7.7	RDBMS	5 days	Mon 12/10/07	Fri 12/14/07	
173	1.5.7.8	Crystal Reports	5 days	Mon 12/10/07	Fri 12/14/07	
174	1.5.7.9	Replication Software	5 days	Mon 12/10/07	Fri 12/14/07	

ID	WBS	Task Name	Duration	Start	Finish	Predecessors
175	1.5.7.10	Vendor Work Area Identification	5 days	Mon 12/10/07	Fri 12/14/07	
176	1.5.7.11	Submit for Customer Review	2 days	Mon 12/10/07	Tue 12/11/07	
177	1.5.7.12	Customer Approval	0 days	Tue 12/11/07	Tue 12/11/07	176
178	1.5.8	Training Plan	22 days	Thu 11/22/07	Fri 12/21/07	58
179	1.5.8.1	Develop Training Plan	20 days	Thu 11/22/07	Wed 12/19/07	58
180	1.5.8.2	Submit for Customer Review	2 days	Thu 12/20/07	Fri 12/21/07	179
181	1.5.8.3	Customer Approval	0 days	Fri 12/21/07	Fri 12/21/07	180
182	1.6	PAYMENT MILESTONE: Accept Functional Spec Documents 20%	0 days	Mon 2/25/08	Mon 2/25/08	59
183	1.7	PHASE 2 System Design Complete	0 days	Mon 2/25/08	Mon 2/25/08	59
184	1.8	PHASE 3: SYSTEM BUILD	235 days	Mon 2/25/08	Mon 11/19/08	
185	1.8.1	IQ/CAD	195 days	Mon 2/25/08	Mon 11/24/08	
186	1.8.1.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
187	1.8.1.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	186
188	1.8.1.3	Unit Testing	5 days	Tue 10/7/08	Mon 10/13/08	187
189	1.8.1.4	Submit to Certification	30 days	Tue 10/14/08	Mon 11/24/08	188
190	1.8.1.5	Version Release	0 days	Mon 11/24/08	Mon 11/24/08	189
191	1.8.2	IQ/RMS & AFR	195 days	Mon 2/25/08	Mon 11/24/08	
192	1.8.2.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
193	1.8.2.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	192
194	1.8.2.3	Unit Testing	5 days	Tue 10/7/08	Mon 10/13/08	193
195	1.8.2.4	Submit to Certification	30 days	Tue 10/14/08	Mon 11/24/08	194
196	1.8.2.5	Version Release	0 days	Mon 11/24/08	Mon 11/24/08	195
197	1.8.3	IQ/Mobile	195 days	Mon 2/25/08	Mon 11/24/08	
198	1.8.3.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
199	1.8.3.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	198
200	1.8.3.3	Unit Testing	5 days	Tue 10/7/08	Mon 10/13/08	199
201	1.8.3.4	Submit to Certification	30 days	Tue 10/14/08	Mon 11/24/08	200
202	1.8.3.5	Version Release	0 days	Mon 11/24/08	Mon 11/24/08	201
203	1.8.4	Interfaces	170 days	Mon 2/25/08	Mon 10/20/08	

ID	WBS	Task Name	Duration	Start	Finish	Predecessors
204	1.8.4.1	EP11 (CAD)	163 days	Mon 2/25/08	Thu 10/9/08	
205	1.8.4.1.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
206	1.8.4.1.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	205
207	1.8.4.1.3	Unit Testing	1 day	Tue 10/7/08	Tue 10/7/08	206
208	1.8.4.1.4	Submit to Certification	2 days	Wed 10/8/08	Thu 10/9/08	207
209	1.8.4.1.5	Version Release	0 days	Thu 10/9/08	Thu 10/9/08	208
210	1.8.4.2	BIO-Key RMS (RMS/AFR)	170 days	Mon 2/25/08	Mon 10/20/08	
211	1.8.4.2.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
212	1.8.4.2.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	211
213	1.8.4.2.3	Unit Testing	5 days	Tue 10/7/08	Mon 10/13/08	212
214	1.8.4.2.4	Submit to Certification	5 days	Tue 10/14/08	Mon 10/20/08	213
215	1.8.4.2.5	Version Release	0 days	Mon 10/20/08	Mon 10/20/08	214
216	1.8.4.3	Firehouse RMS (RMS/AFR)	170 days	Mon 2/25/08	Mon 10/20/08	
217	1.8.4.3.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
218	1.8.4.3.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	217
219	1.8.4.3.3	Unit Testing	5 days	Tue 10/7/08	Mon 10/13/08	218
220	1.8.4.3.4	Submit to Certification	5 days	Tue 10/14/08	Mon 10/20/08	219
221	1.8.4.3.5	Version Testing	0 days	Mon 10/20/08	Mon 10/20/08	220
222	1.8.4.4	Hotclock	163 days	Mon 2/25/08	Thu 10/9/08	
223	1.8.4.4.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
224	1.8.4.4.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	223
225	1.8.4.4.3	Unit Testing	1 day	Tue 10/7/08	Tue 10/7/08	224
226	1.8.4.4.4	Submit to Certification	2 days	Wed 10/8/08	Thu 10/9/08	225
227	1.8.4.4.5	Version Testing	0 days	Thu 10/9/08	Thu 10/9/08	226
228	1.8.4.5	DOJ CLETS/MCIC (via Message Switch)	165 days	Mon 2/25/08	Mon 10/13/08	
229	1.8.4.5.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
230	1.8.4.5.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	229
231	1.8.4.5.3	Unit Testing	3 days	Tue 10/7/08	Thu 10/9/08	230
232	1.8.4.5.4	Submit to Certification	2 days	Fri 10/10/08	Mon 10/13/08	231

ID	WBS	Task Name	Duration	Start	Finish	Predecessor
233	1.8.4.5.5	Version Testing	0 days	Mon 10/13/08	Mon 10/13/08	232
234	1.8.4.6	Orbacorn Radio Console (CAD)	165 days	Mon 2/25/08	Mon 10/13/08	
235	1.8.4.6.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
236	1.8.4.6.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	235
237	1.8.4.6.3	Unit Testing	3 days	Tue 10/7/08	Thu 10/9/08	236
238	1.8.4.6.4	Submit to Certification	2 days	Fri 10/10/08	Mon 10/13/08	237
239	1.8.4.5.5	Version Testing	0 days	Mon 10/13/08	Mon 10/13/08	238
240	1.8.4.7	ICJIS RMS (RMS/AFR)	162 days	Mon 2/25/08	Wed 10/8/08	
241	1.8.4.7.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
242	1.8.4.7.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	241
243	1.8.4.7.3	Unit Testing	1 day	Tue 10/7/08	Tue 10/7/08	242
244	1.8.4.7.4	Submit to Certification	1 day	Wed 10/8/08	Wed 10/8/08	243
245	1.8.4.7.5	Version Testing	0 days	Wed 10/8/08	Wed 10/8/08	244
246	1.8.4.8	E-CARS (RMS/AFR)	170 days	Mon 2/25/08	Mon 10/20/08	
247	1.8.4.8.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
248	1.8.4.8.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	247
249	1.8.4.8.3	Unit Testing	5 days	Tue 10/7/08	Mon 10/13/08	248
250	1.8.4.8.4	Submit to Certification	5 days	Tue 10/14/08	Mon 10/20/08	249
251	1.8.4.8.5	Version Testing	0 days	Mon 10/20/08	Mon 10/20/08	250
252	1.8.4.9	Document Management (RMS/AFR)	170 days	Mon 2/25/08	Mon 10/20/08	
253	1.8.4.9.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
254	1.8.4.9.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	253
255	1.8.4.9.3	Unit Testing	5 days	Tue 10/7/08	Mon 10/13/08	254
256	1.8.4.9.4	Submit to Certification	5 days	Tue 10/14/08	Mon 10/20/08	255
257	1.8.4.9.5	Version Testing	0 days	Mon 10/20/08	Mon 10/20/08	256
258	1.8.4.10	EOC E-TEAM System (CAD)	164 days	Mon 2/25/08	Fri 10/10/08	
259	1.8.4.10.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
260	1.8.4.10.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	259
261	1.8.4.10.3	Unit Testing	2 days	Tue 10/7/08	Wed 10/8/08	260

ID	WBS	Task Name	Duration	Start	Finish	Predecessor
262	1.8.4.10.4	Submit to Certification	2 days	Thu 10/9/08	Fri 10/10/08	261
263	1.8.4.10.5	Version Testing	0 days	Fri 10/10/08	Fri 10/10/08	262
264	1.8.4.11	EOC RAWs Interface (CAD)	164 days	Mon 2/25/08	Fri 10/10/08	
265	1.8.4.11.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
266	1.8.4.11.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	265
267	1.8.4.11.3	Unit Testing	2 days	Tue 10/7/08	Wed 10/8/08	266
268	1.8.4.11.4	Submit to Certification	2 days	Thu 10/9/08	Fri 10/10/08	267
269	1.8.4.11.5	Version Testing	0 days	Fri 10/10/08	Fri 10/10/08	268
270	1.8.4.12	External CAD System (RIMS)	178 days	Mon 2/25/08	Mon 10/20/08	
271	1.8.4.12.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
272	1.8.4.12.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	271
273	1.8.4.12.3	Unit Testing	5 days	Tue 10/7/08	Mon 10/13/08	272
274	1.8.4.12.4	Submit to Certification	5 days	Tue 10/14/08	Mon 10/20/08	273
275	1.8.4.12.5	Version Testing	0 days	Mon 10/20/08	Mon 10/20/08	274
276	1.8.4.13	External CAD System (Tri-Tech)	164 days	Mon 2/25/08	Fri 10/10/08	
277	1.8.4.13.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
278	1.8.4.13.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	277
279	1.8.4.13.3	Unit Testing	2 days	Tue 10/7/08	Wed 10/8/08	278
280	1.8.4.13.4	Submit to Certification	2 days	Thu 10/9/08	Fri 10/10/08	279
281	1.8.4.13.5	Version Testing	0 days	Fri 10/10/08	Fri 10/10/08	280
282	1.8.4.14	External CAD System (HTE)	164 days	Mon 2/25/08	Fri 10/10/08	
283	1.8.4.14.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
284	1.8.4.14.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	283
285	1.8.4.14.3	Unit Testing	2 days	Tue 10/7/08	Wed 10/8/08	284
286	1.8.4.14.4	Submit to Certification	2 days	Thu 10/9/08	Fri 10/10/08	285
287	1.8.4.14.5	Version Testing	0 days	Fri 10/10/08	Fri 10/10/08	286
288	1.8.4.15	Paging Application Server License (CAD)	164 days	Mon 2/25/08	Fri 10/10/08	
289	1.8.4.15.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
290	1.8.4.15.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	289

ID	WBS	Task Name	Duration	Start	Finish	Predecessors
291	1.8.4.15.3	Unit Testing	2 days	Tue 10/7/08	Wed 10/8/08	290
292	1.8.4.15.4	Submit to Certification	2 days	Thu 10/9/08	Fri 10/10/08	291
293	1.8.4.15.5	Version Testing	0 days	Fri 10/10/08	Fri 10/10/08	292
294	<b>1.8.4.16</b>	<b>FAX Interface (Winfax/Microsoft Fax) (CAD)</b>	<b>164 days</b>	<b>Mon 2/25/08</b>	<b>Fri 10/10/08</b>	
295	1.8.4.16.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
296	1.8.4.16.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	295
297	1.8.4.16.3	Unit Testing	2 days	Tue 10/7/08	Wed 10/8/08	296
298	1.8.4.16.4	Submit to Certification	2 days	Thu 10/9/08	Fri 10/10/08	297
299	1.8.4.16.5	Version Testing	0 days	Fri 10/10/08	Fri 10/10/08	298
300	<b>1.8.4.17</b>	<b>Email Interface (CAD)</b>	<b>164 days</b>	<b>Mon 2/25/08</b>	<b>Fri 10/10/08</b>	
301	1.8.4.17.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
302	1.8.4.17.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	301
303	1.8.4.17.3	Unit Testing	2 days	Tue 10/7/08	Wed 10/8/08	302
304	1.8.4.17.4	Submit to Certification	2 days	Thu 10/9/08	Fri 10/10/08	303
305	1.8.4.17.5	Version Testing	0 days	Fri 10/10/08	Fri 10/10/08	304
306	<b>1.8.4.18</b>	<b>Locator Application Server License- AVL (CAD)</b>	<b>164 days</b>	<b>Mon 2/25/08</b>	<b>Fri 10/10/08</b>	
307	1.8.4.18.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
308	1.8.4.18.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	307
309	1.8.4.18.3	Unit Testing	2 days	Tue 10/7/08	Wed 10/8/08	308
310	1.8.4.18.4	Submit to Certification	2 days	Thu 10/9/08	Fri 10/10/08	309
311	1.8.4.18.5	Version Testing	0 days	Fri 10/10/08	Fri 10/10/08	310
312	<b>1.8.4.19</b>	<b>IQ/Mobile State/NCIC Interface</b>	<b>164 days</b>	<b>Mon 2/25/08</b>	<b>Fri 10/10/08</b>	
313	1.8.4.19.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
314	1.8.4.19.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	313
315	1.8.4.19.3	Unit Testing	2 days	Tue 10/7/08	Wed 10/8/08	314
316	1.8.4.19.4	Submit to Certification	2 days	Thu 10/9/08	Fri 10/10/08	315
317	1.8.4.19.5	Version Testing	0 days	Fri 10/10/08	Fri 10/10/08	316
318	<b>1.8.4.20</b>	<b>Air Pollution / Range Land Control (RLC) (CAD)</b>	<b>164 days</b>	<b>Mon 2/25/08</b>	<b>Fri 10/10/08</b>	
319	1.8.4.20.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183

ID	WBS	Task Name	Duration	Start	Finish	Predecessors
320	1.8.4.20.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	319
321	1.8.4.20.3	Unit Testing	2 days	Tue 10/7/08	Wed 10/8/08	320
322	1.8.4.20.4	Submit to Certification	2 days	Thu 10/9/08	Fri 10/10/08	321
323	1.8.4.20.5	Version Testing	0 days	Fri 10/10/08	Fri 10/10/08	322
324	<b>1.8.4.21</b>	<b>Coplink Interface (RMS)</b>	<b>164 days</b>	<b>Mon 2/25/08</b>	<b>Fri 10/10/08</b>	
325	1.8.4.21.1	Submit SRS to Development	0 days	Mon 2/25/08	Mon 2/25/08	183
326	1.8.4.21.2	Code New Features	160 days	Tue 2/26/08	Mon 10/6/08	325
327	1.8.4.21.3	Unit Testing	2 days	Tue 10/7/08	Wed 10/8/08	326
328	1.8.4.21.4	Submit to Certification	2 days	Thu 10/9/08	Fri 10/10/08	327
329	1.8.4.21.5	Version Testing	0 days	Fri 10/10/08	Fri 10/10/08	328
330	<b>1.8.5</b>	<b>Mapping Specifications</b>	<b>175 days</b>	<b>Mon 2/25/08</b>	<b>Mon 10/27/08</b>	
331	1.8.5.1	Submit Mapping Specification to GIS Department	0 days	Mon 2/25/08	Mon 2/25/08	183
332	1.8.5.2	Build Map	160 days	Tue 2/26/08	Mon 10/6/08	331
333	1.8.5.3	Map Testing	15 days	Tue 10/7/08	Mon 10/27/08	332
334	1.8.5.4	Final Map Delivery	0 days	Mon 10/27/08	Mon 10/27/08	333
335	<b>1.8.6</b>	<b>Test Plans</b>	<b>65 days</b>	<b>Tue 10/21/08</b>	<b>Mon 1/19/09</b>	
336	<b>1.8.6.1</b>	<b>IQ/CAD Test Plan</b>	<b>40 days</b>	<b>Tue 11/25/08</b>	<b>Mon 1/19/09</b>	<b>185</b>
337	1.8.6.1.1	Develop Test Plan	30 days	Tue 11/25/08	Mon 1/5/09	185
338	1.8.6.1.2	Submit for Customer Approval	10 days	Tue 1/5/09	Mon 1/19/09	337
339	1.8.6.1.3	Test Plan Approved	0 days	Mon 1/19/09	Mon 1/19/09	338
340	<b>1.8.6.2</b>	<b>IQ/RMS Test Plan</b>	<b>40 days</b>	<b>Tue 11/25/08</b>	<b>Mon 1/19/09</b>	
341	1.8.6.2.1	Develop Test Plan	30 days	Tue 11/25/08	Mon 1/5/09	191
342	1.8.6.2.2	Submit for Customer Approval	10 days	Tue 1/5/09	Mon 1/19/09	341
343	1.8.6.2.3	Test Plan Approved	0 days	Mon 1/19/09	Mon 1/19/09	342
344	<b>1.8.6.3</b>	<b>IQ/Mobile Test Plan</b>	<b>40 days</b>	<b>Tue 11/25/08</b>	<b>Mon 1/19/09</b>	
345	1.8.6.3.1	Develop Test Plan	30 days	Tue 11/25/08	Mon 1/5/09	197
346	1.8.6.3.2	Submit for Customer Approval	10 days	Tue 1/5/09	Mon 1/19/09	345
347	1.8.6.3.3	Test Plan Approved	0 days	Mon 1/19/09	Mon 1/19/09	346
348	<b>1.8.6.4</b>	<b>Interfaces Test Plan</b>	<b>20 days</b>	<b>Tue 10/21/08</b>	<b>Mon 11/17/08</b>	

ID	WBS	Task Name	Start	Duration	Finish	Predecessors
349	1.8.4.1	Develop Test Plan	Tue 10/21/08	10 days	Mon 11/3/08	
350	1.8.4.2	Submit for Customer Approval	Tue 11/4/08	10 days	Mon 11/17/08	
351	1.8.4.3	Test Plan Approved	Mon 11/17/08	0 days	Mon 11/17/08	
352	1.8.5.1	System Level Test Plan	Tue 11/18/08	20 days	Mon 12/15/08	
353	1.8.5.1	Develop Test Plan	Tue 11/18/08	10 days	Mon 12/1/08	
354	1.8.5.2	Submit for Customer Approval	Tue 12/2/08	10 days	Mon 12/15/08	
355	1.8.5.3	Test Plan Approved	Mon 12/15/08	0 days	Mon 12/15/08	
356	1.9	PHASE 3 System Build Complete	Mon 1/19/09	0 days	Mon 1/19/09	
357	1.10	PHASE 4: SYSTEM DELIVERY	Fri 1/23/09	547 days	Fri 12/25/09	
358	1.10.1	Implementation	Thu 1/22/07	372 days	Fri 4/24/09	
359	1.10.1.1	Order Hardware & Software	Thu 1/22/07	10 days	Wed 1/25/07	
360	1.10.1.1.1	Primary Site Servers	Thu 1/22/07	10 days	Wed 1/25/07	
361	1.10.1.1.2	Secondary Site Servers	Thu 1/22/07	10 days	Wed 1/25/07	
362	1.10.1.1.3	Workstations	Thu 1/22/07	10 days	Wed 1/25/07	
363	1.10.1.1.4	Printers	Thu 1/22/07	10 days	Wed 1/25/07	
364	1.10.1.2	Hardware and Software Installation	Thu 1/25/07	16 days	Thu 12/27/07	
365	1.10.1.2.1	Primary Site	Thu 1/25/07	3 days	Mon 1/29/07	
366	1.10.1.2.2	Secondary Site	Tue 1/21/07	3 days	Thu 1/21/07	
367	1.10.1.2.3	Admin/HRM Workstations	Fri 1/21/07	10 days	Thu 12/27/07	
368	1.10.1.4	Application Software Installation (Interim Releases)	Tue 2/26/08	240 days	Mon 1/25/09	
370	1.10.1.4.1	IC/AD	Tue 2/26/08	240 days	Mon 1/25/09	
371	1.10.1.4.2	PAYMENT MILESTONE: CAD Application SW Install 7.5%	Tue 2/26/08	0 days	Tue 2/26/08	
372	1.10.1.4.3	IC/RMS	Tue 2/26/08	240 days	Mon 1/25/09	
373	1.10.1.4.4	PAYMENT MILESTONE: RMS Application SW Install 7.5%	Tue 2/26/08	0 days	Tue 2/26/08	
374	1.10.1.4.5	IC/Mobile	Tue 2/26/08	240 days	Mon 1/25/09	
375	1.10.1.4.6	PAYMENT MILESTONE: Mobile Application SW Install 5.0%	Tue 2/26/08	0 days	Tue 2/26/08	
376	1.10.1.4.7	Interfaces	Tue 2/26/08	240 days	Mon 1/25/09	
377	1.10.1.5	User Documentation Update and Release	Tue 1/27/09	30 days	Mon 3/9/09	
378	1.10.1.6	IC/AD System Administration Training	Tue 1/27/09	5 days	Mon 2/2/09	
380	1.10.1.6.2	IC/RMS System Administration Training	Tue 1/27/09	5 days	Mon 2/2/09	
381	1.10.1.6.3	IC/Mobile System Administration Training (Police)	Tue 1/27/09	5 days	Mon 2/2/09	
382	1.10.1.6.4	IC/Mobile System Administration Training (Sheriff)	Tue 2/3/09	5 days	Mon 2/9/09	
383	1.10.1.6.5	IC/Mobile System Administration Training (Fire)	Tue 2/10/09	5 days	Mon 2/16/09	
384	1.10.1.6.6	CAD Administrator Training	Tue 2/3/09	5 days	Mon 2/9/09	
385	1.10.1.6.7	Web Cakemaker Training	Tue 2/10/09	5 days	Mon 2/16/09	
386	1.10.1.6.8	IC/AD Train-the-Trainer	Tue 2/17/09	5 days	Mon 2/23/09	
387	1.10.1.6.9	IC/RMS Train-the-Trainer	Tue 2/3/09	5 days	Mon 2/9/09	
388	1.10.1.6.10	IC/Mobile Train-the-Trainer (Police)	Tue 2/3/09	5 days	Mon 2/9/09	
389	1.10.1.6.11	IC/Mobile Train-the-Trainer (Sheriff)	Tue 2/10/09	5 days	Mon 2/16/09	
390	1.10.1.6.12	IC/Mobile Train-the-Trainer (Fire)	Tue 2/17/09	5 days	Mon 2/23/09	
391	1.10.1.6.13	IC/AD Supervisor Training	Tue 2/24/09	5 days	Mon 3/2/09	
392	1.10.1.6.14	IC/RMS Supervisor Training	Tue 2/10/09	5 days	Mon 2/16/09	
393	1.10.1.6.15	IC/Mobile Supervisor Training (Police)	Tue 2/10/09	5 days	Mon 2/16/09	
394	1.10.1.6.16	IC/Mobile Supervisor Training (Sheriff)	Tue 2/17/09	5 days	Mon 2/23/09	
395	1.10.1.6.17	IC/Mobile Supervisor Training (Fire)	Tue 2/24/09	5 days	Mon 3/2/09	
396	1.10.1.6.18	PAYMENT MILESTONE: Training Completion 5.0%	Mon 3/2/09	0 days	Mon 3/2/09	
397	1.10.1.7	CUSTOMER Train-the-Trainer (Internal)	Mon 3/16/09	30 days	Fri 4/24/09	
398	1.10.1.8	Functional Test	Tue 3/16/09	15 days	Mon 3/23/09	
399	1.10.1.8.1	IC/AD Functional Test	Tue 3/16/09	10 days	Mon 3/16/09	
400	1.10.1.8.2	PAYMENT MILESTONE: CAD Component Acceptance 7.5%	Tue 3/16/09	0 days	Tue 3/16/09	
401	1.10.1.8.3	IC/RMS & AFR Functional Test	Tue 3/16/09	10 days	Mon 3/16/09	
402	1.10.1.8.4	PAYMENT MILESTONE: RMS Component Acceptance 7.5%	Tue 3/16/09	0 days	Tue 3/16/09	
403	1.10.1.8.5	IC/Mobile Functional Test	Tue 3/16/09	10 days	Mon 3/16/09	
404	1.10.1.8.6	PAYMENT MILESTONE: Mobile Component Acceptance 5.0%	Tue 3/16/09	0 days	Tue 3/16/09	
405	1.10.1.8.7	Interfaces Functional Test	Tue 3/16/09	10 days	Mon 3/16/09	
406	1.10.1.8.8	System Level Test	Tue 3/17/09	5 days	Mon 3/23/09	

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	
407	1.10.2	System Cutover	175 days	Mon 4/27/09	Fri 12/25/09		3 A
408	1.10.2.1	Hardware Final Configuration	3 days	Mon 4/27/09	Wed 4/29/09	397	RMS
409	1.10.2.2	Software and Interfaces Final Configuration	3 days	Thu 4/30/09	Mon 5/4/09	408	RMS
410	1.10.2.3	IQ/CAD & IQ/Mobile Final Configuration & Cutover	13 days	Tue 5/5/09	Thu 5/21/09	409	CA
411	1.10.2.3.1	CAD Configuration & Cutover	2 days	Tue 5/5/09	Wed 5/6/09		
412	1.10.2.3.2	Mobile Configuration & Cutover	4 days	Mon 5/18/09	Thu 5/21/09	411	
413	1.10.2.4	IQ/CAD & IQ/Mobile Cutover	0 days	Thu 5/21/09	Thu 5/21/09	410	
414	1.10.2.5	RMS & AFR Final Configuration & Cutover	15 days	Mon 6/1/09	Fri 6/19/09	413	
415	1.10.2.5.1	RMS Configuration & Cutover	2 days	Mon 6/1/09	Tue 6/2/09		
416	1.10.2.5.2	AFR Configuration & Cutover	4 days	Tue 6/16/09	Fri 6/19/09	415	
417	1.10.2.6	IQ/RMS & IQ/RMS AFR Cutover	0 days	Fri 6/19/09	Fri 6/19/09	414	
418	1.10.2.7	Integrate CAD, Mobile, RMS, AFR, & Interfaces Systems	5 days	Mon 7/6/09	Fri 7/10/09	417	Mobi
419	1.10.2.8	System Cutover	0 days	Fri 7/10/09	Fri 7/10/09	418	
420	1.10.2.9	30 day Operational Test	30 days	Mon 7/13/09	Fri 8/21/09	419	
421	1.10.2.10	System Acceptance	90 days	Mon 8/24/09	Fri 12/25/09	420	
422	1.10.2.11	PAYMENT MILESTONE: FSA Acceptance 25.0%	0 days	Fri 12/25/09	Fri 12/25/09	421	
423	1.11	PHASE 4 System Delivery Complete	0 days	Fri 12/25/09	Fri 12/25/09	357	
424	2	Warranty Begins	0 days	Fri 12/25/09	Fri 12/25/09	423	

## 7.0 Project Management

IPC's Project Manager and the team are committed to a systems approach to project management. Experienced in the design and implementation of complex systems, our project team will focus on what is specifically relevant to the needs and demographics of CUSTOMER. Understanding relationships and influencing the use of resources to accomplish identified tasks for the completion of milestones in a timely manner are essential to effective project management. Management of the project will whenever possible follow generally accepted project management approaches and common project management standards. Microsoft Project will be used as the primary project-tracking device and will form the baseline project documentation.

A bi-monthly planning meeting followed by a monthly recap and written status report at the end of each month, is an effective combination. These meetings are goal and task oriented, focusing on the work plan and schedule, and are efficiently and effectively conducted to minimize meeting time and maximize productivity.

The IPC Project Manager will be available to CUSTOMER throughout the life of the project to ensure a timely and accurate implementation of the complete turnkey solution. Communication will be available either in person, telephonically, or via email. Our project manager will be the primary point of contact for all project issues and will be the only committing authority at the project level capable of binding the company.

### Project Status Reports

IPC will produce a Monthly Status Report for the purpose of tracking the progress of the project and deliverables. Items included in the Monthly Status Report are as follows:

- task accomplishments
- potential impacts to schedule & project
- items that need management attention.
- scheduled & unscheduled meeting minutes

The Project Status Report will contain color icons to readily identify the current state of various key statuses of items that are important enough to be monitored and significantly identified. Major categories that warrant special highlighting include - cost, schedule, and technical items. The following icons (or similar) may be used:

***Needs addressed immediately***



***Caution, need to monitor***



***Everything OK***



### **Project Meetings/Conference Calls**

IPC recommends that Project Meetings (conference calls) be held bi-monthly or on an as-needed basis depending on the topic and project progress. But, ad-hoc meetings are encouraged on an as-needed basis. The meetings should not last more than 1 hour in length and will be coordinated by the IPC Program Manager. The goal is to create a regular forum for managers to review/resync various aspects of the project, including (but not limited to) the following:

- Status Report
- Invoices (paid, pending, upcoming)
- Project Schedule
- Change Orders
- Project Checklist & Sign-off
- CAD, RMS, and Mobile Activities
- Interfaces
- Data, GIS, and Mapping initiatives
- Potential Problems & Issues
- Action Items

The list is intended to be a guide for discussion and the basis for meeting minutes which will be prepared and distributed by the IPC Program Manager.

### **Change Management Report (COR)**

The IPC Change Management Report (COR) is used to document changes in the scope of the project that require additional labor and costs to the project that were not part of the original contract. The COR requires signatures from both the CUSTOMER and IPC representatives. The COR prioritizes the request for additional work into 3 categories:

- CRITICAL

- HIGH
- LOW

The CUSTOMER and IPC representatives need to jointly determine the priority and provide a description of the proposed change along with a proposed solution. If the proposed change is within the scope of the project/contract then it is not billable to the CUSTOMER. If the change is out of scope then it is billable and a new task number is assigned and estimated labor hours and/or estimated cost provided. Estimated start and complete dates are determined at this time with the required resources, etc. The change also needs to be evaluated as to its impact upon the schedule. CRITICAL changes will be considered first if more than one COR is issued at the same time.

### **Change Order Process**

- 1) Upon a request for a change order the following information must be collected
  - Requesters name and telephone number
  - A full description of the change (this may require a conference call with development for full clarification and understanding of the change).
  - Expected delivery date.
- 2) A change order request form must be completed and the given a unique identification number example.
- 3) The development effort, timing for delivery, and also the implementation effort must be gathered and forward to the quotes department for costing. Upon completion of the quote the quote number is to be added to the COR form. At this time the quote for the COR can be presented to the customer. If the customer wishes to proceed with the COR a PO should be requested and recorded in the COR form. In a rare case that the customer wishes to be invoiced for the change the COR form must be signed off by the customer. If the customer refuses the quote no further action is required.
- 4) Upon completion of the COR the customer will be billed against the PO number.

# Appendix A: Interface Details Matrix

## Interface Details Matrix

Name	Expectations	Application	Inquiry	Data
CAD to ICJIS	<ul style="list-style-type: none"> <li>- CAD to SO (Calls for Service;1B, Real-Time)</li> <li>- CAD to SO Warrants(live data)/Old Pb01 (Pb01 old Probation System; Historical Data, single search for both systems) One interface to two systems</li> <li>- CAD to Probation (Atomogy)</li> </ul>	IQ/CAD	<p><b>Premise History:</b></p> <ul style="list-style-type: none"> <li>- Bi-Directional Inquiry from CAD to ICJIS &lt;&gt; ICJIS to CAD.</li> <li>- Need to be able to select premise information from CAD or Host on demand.</li> </ul>	Premise information history should be populated in either CAD or "Host System". If populated from Host must be able to auto populate CAD or on demand.
CLETS/NCIC	<ul style="list-style-type: none"> <li>- CAD to CLETS Updates? (Elete)</li> <li>- CAD to CLETS Inq. (Mobile, Elete, dispatch CAD terminal)</li> <li><b>CLETS to ICJIS / AFIS</b> (return on Live Scans data to sync with ICJIS and AFIS)</li> <li>- RMS to CLETS Updates (All CLETS DB's)</li> <li>- IQ/CAD is 9.0 DOJ approved.</li> <li>- IPC will use XML. State will dictate file format.</li> </ul>	IQ/CAD, IQ/RMS, IQ/Mobile	Bi-Directional	
Burns	<ul style="list-style-type: none"> <li>- San Joaquin Valley Air Pollution Control District (File received every 15 minutes; ability to update CAD)</li> </ul>	IQ/CAD	One-Way	
ANI/ALI	<ul style="list-style-type: none"> <li>- Land Line Phase 1 Wireless (Tower Location) Phase 2 (GPS Coordinates) Must transfer to CAD</li> <li>- Changing vendors doesn't matter to CAD</li> </ul>	IQ/CAD	One-Way	

CAD to External CAD	- H.T.E. CAD System, Tri-Tech (AMR) and RIMS CAD Systems (Ability to transfer CAD event information from one CAD to IPC (Bi-Directional) into a separate holding queue.	IQ/CAD	Bi-Directional	Defined
RMS to External HTE RMS	- H.T.E. RMS System and RIMS RMS Systems (Ability to inquiry RMS event information from one RMS to IPC.	IQ/RMS	Bi-Directional	
MPD/RMS to ICJIS		IQ/RMS	Bi-Directional	
CAD to BIO-KEY RMS	CAD System interface to BIO_KEY System (Ability to transfer CAD event information from BIO/KEY to IPC (Bi-Directional "real time") Need to transfer CAD comments.	IQ/RMS	Bi-Directional Inquiry from CAD to Bio-Key <> Bio-Key to CAD. Need to be able to select premise information from CAD or Host on demand.	Premise information history should be populated in either CAD or "Host System". If populated from Host must be able to auto populate CAD or on demand. <b>***Mutual Aid Concern-</b> Any mutual agency dispatched to assist another agency receives initial event information (with agency case #'s).
CAD to Firehouse	- CAD System interface to Firehouse System (Ability to transfer CAD event information from FireHouse RMS to IPC (Bi-Directional "real time") Need to transfer CAD comments.	IQ/CAD	Bi-Directional Inquiry from CAD to Firehouse <> Firehouse to CAD Need to be able to select premise information from CAD or Host on demand.	Premise information history should be populated in either CAD or "Host System". If populated from Host must be able to auto populate CAD or on demand. <b>***Mutual Aid Concern</b> Any mutual agency dispatched to assist another agency receives initial event information (With agencies case numbers).
911 to CAD		IQ/CAD	Bi-Directional	Paging service

NetClock		IQ/CAD	One-way	
E-CARS		IQ/RMS	One-way	
DM to RMS		IQ/RMS		
RAWS Weather		IQ/CAD		
Range Land Control (RLC)	- System should be able to provide fire resource dispatching at multiple tier levels based on user defined criteria.	IQ/CAD		
Coplink		IQ/RMS		

**Signatures**

This Statement of Work shall be effective as of the date of the last signature below.

**IPC Command Systems, Inc.**

**CUSTOMER**

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Exhibit C**  
**Cost Detail—Hardware, Software, and Services**

## Exhibit C

### Cost Detail—Hardware, Software, and Services

June 26, 2007

**Attn:** Mr. Gary Cook  
Chief Information Officer  
City of Modesto  
1010 10<sup>th</sup> Street  
Modesto, CA 95354

**Re:** Pricing Discussion Document: Stanislaus Regional 9-1-1 and the City of Modesto – Integrated Public Safety Systems

Dear Gary:

IPC Command Systems, Inc. (IPC) is pleased to submit additional pricing to facilitate discussions with the City of Modesto, SR911, and participating agencies.

I appreciate your consideration of IPC Command Systems as your technology partner for this very important effort. Should the City require any additional information or clarifications regarding our revised pricing, please do not hesitate to contact me at [tyler.thompson@ipc.com](mailto:tyler.thompson@ipc.com) or by phone at 719-219-9637.

Sincerely,

Ty Thompson  
Area Sales Manager  
IPC Command Systems, Inc.

**'PC Pricing Summary**

IPSS Contract

A summary of our one-time costs and on-going recurring costs are provided in the following tables. Hardware costs are addressed in more detail in the Hardware Pricing Section.

### Total One Time Costs

Item	Original Price	BAFO	Current	Diff	%
<b>One-Time Items</b>					
System Software	371,051	98,788	185,892	87,104	23%
Application Software *	1,781,691	1,535,070	1,575,070	40,000	2%
Implementation *	638,331	960,217	846,931	(113,886)	-18%
Discount		(583,065)	(600,600)	(16,935)	
<b>Total Not To Exceed One Time Cost (Excluding Options)</b>	<b>2,791,073</b>	<b>2,011,010</b>	<b>2,007,293</b>	<b>(3,717)</b>	<b>0%</b>
Coplink			556,360	556,360	
Document Management			325,488	325,488	
<b>Subtotal One Time Cost (Options)</b>	<b>956,988</b>	<b>529,501</b>	<b>881,848</b>	<b>352,347</b>	<b>37%</b>
<b>Total Not To Exceed One Time Cost (Including Options)</b>	<b>3,748,061</b>	<b>2,540,511</b>	<b>2,889,141</b>	<b>348,630</b>	<b>9%</b>
Hardware	925,949	641,560	272,890	(368,669)	-40%
<b>Recurring Items</b>					
Hardware Maintenance	63,990	76,757	39,899	(36,858)	-58%
System Software Maintenance	55,730	54,403	9,360	(45,043)	-81%
Application Software Maintenance	499,447	230,261	236,261	6,000	1%
Software Escrow Fee			625	625	
<b>Total Annual Recurring Costs (Excluding Options)</b>	<b>619,167</b>	<b>361,421</b>	<b>286,145</b>	<b>(75,276)</b>	<b>-12%</b>
Coplink maintenance			73,920	73,920	
Document Management Maintenance			27,241	27,241	
<b>Subtotal Recurring Costs (Options)</b>	<b>23,840</b>	<b>23,840</b>	<b>101,161</b>	<b>77,321</b>	<b>324%</b>
<b>Total Annual Recurring Costs (Including Options)</b>	<b>643,007</b>	<b>385,261</b>	<b>387,306</b>	<b>2,045</b>	<b>0%</b>
T5 (TDM upgrade) (Discounted 30%)	576,670	400,487	400,487	(176,183)	-31%

### **Recurring Cost - Annual Maintenance**

Detail regarding a recurring Annual Maintenance agreement for hardware, software, and optional purchases are provided below:

<b>Hardware</b>	<b>Software</b>	<b>Options</b>	<b>Total</b>	<b>Year of Maintenance</b>
39,899	246,246	37,573	323,718	Year 1
39,899	246,246	101,161	387,306	Year 2
39,899	246,246	101,161	387,306	Year 3
39,899	246,246	101,161	387,306	Year 4
39,899	246,246	101,161	387,306	Year 5
	270,870	122,642	393,512	Year 6
	270,870	122,642	393,512	Year 7
	270,870	122,642	393,512	Year 8
	270,870	122,642	393,512	Year 9
	270,870	122,642	393,512	Year 10
<b>159,596</b>	<b>2,585,578</b>	<b>1,055,429</b>	<b>3,840,501</b>	<b>Total 10 Years' Maintenance</b>

Please note that the first of year of Maintenance for CopLink will be provided by IPC at no charge. Also, IPC can provide an additional 1 year of on-site staff support following cutover for \$180,000.00

## Itemized Pricing

Itemized pricing for the base system and optional products are presented below on the following pages.

Item	Details	Qty	Unit	Total price
<b>CAD System</b>				
IQ/CAD Site License (50 Positions)	IQ/CAD 3.5X	50 Positions		\$198,850
Customization/Modification Cost		1	\$60,000	\$60,000
Geofile and Geofile Maintenance	Incl. IQ/CAD			Incl.
<b>CAD System Subtotal</b>				<b>\$258,850</b>
<b>Police RMS</b>				
Activity Log	IQ/RMS 3.5X			Incl. Base System
Arrest	IQ/RMS 3.5X			Incl. Base System
Crime Analysis	IQ/RMS 3.5X			Incl. Base System
Incident and Crime Reporting	IQ/RMS 3.5X			Incl. Base System
Investigative Case Management	IQ/RMS 3.5X			Incl. Base System
Master Files	IQ/RMS 3.5X			Incl. Base System
Pawn	IQ/RMS 3.5X			Incl. Base System
Personnel, Training and Scheduling	IQ/RMS 3.5X			Incl. Base System
Property and Evidence	IQ/RMS 3.5X			Incl. Base System
Traffic	IQ/RMS 3.5X			Incl. Base System
Warrants	IQ/RMS 3.5X			Incl. Base System
IQ/RMS comes with all modules above as a COTS solution. Nothing is extra or separated out. It's provided as an integrated module system. Site license is for 500 concurrent users	IQ/RMS 3.5X	500 (concurrent)		\$440,900
<b>Police RMS Subtotal</b>				<b>\$440,900</b>
<b>Mobile Data System</b>				
MDC Messaging (e.g., unit-to-unit, workstation-unit, etc)	IQ/Mobile	600 users		\$529,700
Mobile Server License	IQ/Mobile	2	\$20,000	\$40,000
AVL	IQ/Mobile	1		\$20,000
AFR	IQ/Mobile	300 Users		\$211,120
<b>Mobile Data System Subtotal</b>				<b>\$800,820</b>
<b>System interfaces</b>				
Vesta E911 (CAD)	IQ/CAD 3.5X			Incl.

BIO-Key RMS	IQ/CAD 3.5X	1	\$10,000	\$10,000
Firehouse RMS	IQ/CAD 3.5X			Incl.
NetClock	IQ/CAD 3.5X			Incl.
Item	Details	Qty	Unit	Total price
DOJ CLETS/NCIC, via Message Switch	IQ/CAD & IQ/RMS 3.5X	1	\$9,750	\$9,750
Orbacom (IPC)	IQ/CAD 3.5X			Incl.
GIS/Integrated Mapping	IQ/CAD & IQ/RMS 3.5X			Incl.
ICJIS	IQ/CAD & IQ/RMS 3.5X	1	\$10,000	\$10,000
E-CARS	IQ/CAD 3.5X	1	\$10,000	\$10,000
Document Imaging	IQ/RMS 3.5X			Incl.
EOC Systems (Additional Interfaces)***	IQ/CAD 3.5X			Incl.
External CAD Systems - Trittech w/no cost API***	IQ/CAD 3.5X	1		TBD
Paging Application Server License	IQ/CAD 3.5X			Incl.
FAX Interface (Winfax/Microsoft Fax)	IQ/CAD 3.5X	1	\$5,000	\$5,000
Email Interface	IQ/CAD 3.5X	1	\$5,000	\$5,000
Locator Application Server License (AVL)	IQ/CAD 3.5X	1	\$9,750	\$9,750
GeoMobile State/NCIC Interface	IQ/Mobile	1	\$15,000	\$15,000
<b>Interface Subtotal</b>				<b>\$74,500</b>
	<b>Total Application Software</b>			<b>\$1,575,070</b>
SQL Server 2005 - Per processor	Third Party	34	\$133,892	\$133,892
ESRI licenses (520 users)		520	\$100	\$52,000
<b>System Software Cost</b>				<b>\$185,892</b>
Installation				\$133,821
System Integration				Incl.
Project Management				\$216,450
Training				\$96,660
On Site IPC Implementation Engineer				\$200,000
On-Site IPC Project Engineer				\$200,000
Geofile Build				Incl.
Off-Site Development				\$140/hr
Out of Pocket Expenses (Travel, Per Diem, etc.)				\$180/hr
<b>Total Implementation Services</b>				<b>\$846,931</b>

## Options Pricing

Item	Details	Qty	Unit	Total price
Coplink Software Base System		1	\$137,000	\$137,800
Coplink Optional Software – Standard Data Source		1	\$47,200	\$47,200
Coplink Optional Software – IQ/RMS Data Source		1	\$23,600	\$23,600
Coplink Optional Software – CBT		1	\$8,000	\$8,000
Coplink Optional Software – Agent		1	\$21,200	\$21,200
Coplink Optional Software – Incident Analyzer**		1	\$31,800	\$31,800
Coplink Optional Software – A3		1	\$29,200	\$29,200
Coplink Optional Software – Visualizer		1	\$31,800	\$31,800
Coplink Optional Software – Intel L.E.A.D		1	\$106,000	\$106,000
Coplink Optional Software – Mobile		1	\$21,200	\$21,200
Coplink Optional Software – COMPSTAT**		1	\$30,000	\$30,000
ESRI MapObjects (needed for IA)		1	\$5,000	\$5,000
Web Server	Dell 5150	1	\$7,655	\$7,655
Database Server	Dell 5150	1	\$7,655	\$7,655
Backup Database Server	Dell 5150	1	\$7,655	\$7,655
Doubletake Software		1	\$25,000	\$25,000
Sequel Software		4	\$3,899	\$15,596
Total Coplink Solution				\$556,360
SIRE Server Module including PDF conversion OCR/Full text Retrieval, SIRE Capture Module, SIRE File Center viewer (thick or thin client users based on 100 users) for Modesto PD use only		1	\$55,450	\$55,450
DM Server - Stratus	4400	1	\$39,444	\$39,444
Fujitsu fi-4860C Color Scanner - Matrix	fi-4860C	2	\$34,500	\$34,500
Installation, specification & cabinet creation	Third Party	5	\$1,350	\$6,750
Project Management, Site evaluation and project plan, configuration changes & cabinet creation		3	\$1,350	\$4,050
Days of training for End Users		1	\$1,350	\$1,350
Administrator Days of Training (per day)		1	\$1,350	\$1,350
Scanner install and capture training		1	\$1,350	\$1,350
IPC/ SIRE integration		4	\$1,350	\$5,400
DM Conversion		1	\$175,844	\$175,844
Additional DM Services (\$1,350 per day)			\$1,350	-
Total DM Solution				\$325,488

\* Additional Data Sources for Coplink beyond the City of Modesto PD RMS and Stanislaus County ICJIS require a license for each

\*\*ESRI MapObjects JAVA License required.

\*\*\* CAD-CAD Interface and Other Named Product Interfaces require a vendor's API and support to be provided to IPC at no cost.

## Hardware Pricing

IPC provides the following hardware pricing and specifications for the City of Modesto and SR911 member agencies. In response to the City's current requirements, IPC has configured a system using top of the line hardware to ensure 99.999% uptime of critical system hardware components and at the same time was able to achieve significant cost reductions from our partners. Based on the City of Modesto's request, we have replaced several of the fault tolerant servers from Stratus with Dell servers for non-critical functions. The following table summarizes our hardware pricing:

Item	Model	Quantity	Cost	Total Cost
CAD Server - Stratus Fault Tolerant Server (w/storage)	6200	1	\$70,187	\$70,187
RMS Server - Stratus Fault Tolerant Server (w/storage)	6200	1	\$63,625	\$63,625
Comm Server - Stratus Fault Tolerant Server (w/storage)	4400	1	\$35,810	\$35,810
CAD Backup Server - Stratus Fault Tolerant Server (w/storage)	4400	1	\$38,758	\$38,758
Mobile Server - Dell Quote 328029256	Dell/5150	3	\$7,655	\$22,964
Web Server - Dell Quote 328029256	Dell/5150	1	\$7,655	\$7,655
Testing & Training Server - Dell Quote 328032280	Dell/5150	3	\$5,780	\$17,341
Cabinet	IPC	3	\$3,850	\$11,550
System Cables, Connectors & Accessories	IPC	1	\$5,000	\$5,000
<b>Hardware Total</b>				<b>\$272,890</b>

**Exhibit D**  
**Payment Schedule**

**Exhibit D  
Payment Schedule**

**Software and Services Payment Schedule**

**Contract Signing**

Acceptance of formal project schedule	10%
Acceptance of functional specification document	20%

**Application Software Installation**

CAD	7.5%
Mobile	5%
RMS	7.5%

**Component Acceptance**

CAD	7.5%
Mobile	5%
RMS	7.5%

**Training Completion**                      5%

**FSA**    25%

**Hardware**

Contract Signing	50%
Delivery	
Acceptance	50%

**Exhibit E**  
**Computer Software Support Agreement**

## Exhibit E

### Computer Software Support Agreement

This Exhibit E is made pursuant to and incorporates by reference the terms and conditions of the Integrated Public Safety Systems Contract (the "Agreement") by and between Stanislaus Regional 9-1-1 and the City of Modesto (the "Customer") and (XXX ) (the "Contractor") (individually the "Party" or collectively the "Parties") Except as set forth in this Exhibit E, the Parties agree that the terms and conditions set out in the Agreement apply and are incorporated by reference into this Exhibit E. All capitalized terms not defined in this Exhibit E shall have the meanings set out for such terms in the Agreement.

#### 1 DEFINITIONS

In this Exhibit E, unless otherwise specified, these capitalized terms shall have the following meanings:

**"Business Day"** means any day of the week, excluding Saturday, Sunday, statutory or civic holidays observed in the State of California, U.S.A and the Province of Quebec, Canada.

**"Error"** means any reproducible failure of the program to conform in respect to its functional or performance specifications.

**"Error Correction"** means either a modification or addition that, when made or added to the Program, brings the Program into material conformity with its functional or performance specifications, or a procedure or routine that, when observed in the regular operation of the program, avoids the practical adverse effect of such nonconformity.

**"Force Majeure"** means acts of God, explosion, flood, lightning, fire, epidemic or accident; war, hostilities, invasion; revolution, insurrection, terrorist act or civil war; riot, civil commotion or disorder; strikes, lock-outs or other industrial actions or trade disputes of whatever nature; or any cause or circumstance whatsoever beyond the Parties' reasonable control.

**"Hardware"** means the hardware set out in Exhibit C.

**"Help Desk Support"** means Contractor's team of first level support technicians providing help desk service to the Customer twenty-four (24) hours- a-day seven (7) days-a-weeks, as set out herein.

**"Initial Term"** has the meaning ascribed to it in sub-section 2.

**"LSP"** means the local service provider that may be selected by Contractor to provide On-site Maintenance to the Customer for the Term of this Agreement.

**"Maintenance and Support Services"** means Help Desk Support, On-Site Maintenance and Software Evergreen and, as defined in subsection 5A, 5B, and 5C respectively.

**"Maintenance and Support Services Fees"** has the meaning ascribed thereto in sub-section 3B.

**"Maintenance Release"** means a service pack including corrections and patches. Maintenance Releases are generally made available under warranty to Contractor's customers.

**"New Release"** means a new version of the Software with added features requiring substantial development effort that incorporates new functionality in the Software. New Releases are not provided under warranty and are generally made available by Contractor for a fee to its customers.

**"On-Site Maintenance"** means the On-Site maintenance services, as described in subsection 5B herein, provided by Contractor's or the LSP's support technicians at the Customer's Site.

**"PSAP"** means public safety answering point.

**"PSAP Supervisor"** has the meaning ascribed to it in subsection 6B.

**"Site"** means the locations where the Systems are installed.

The primary Site where the primary System is installed is:

Stanislaus Regional 9-1-1  
3705 Oakdale Road  
Modesto, CA 95357

**"Software"** means the computer programs licensed to the Customer in machine readable object code set out in Exhibit C.

**"Software Evergreen"** has the meaning ascribed to it in subsection 5D.

**"System"** means the Hardware and Software collectively.

**"Term"** means the term of this Agreement, including the Initial Term and any renewal terms, as defined in Section 2.

**"Update"** means modifications to the Software which include enhancement of the Software and which are required to facilitate current functionality, eliminate any identified issues, and improve the current version of the Software.

**"Warranty Period"** means the twelve (12) month warranty period immediately following Customer's final acceptance of the system.

## 2 TERM

- A. The Maintenance and Support Services shall commence on the date of System Acceptance and shall continue for a period of ten (10) years (the "Initial Term")...
- B. Thereafter, the Maintenance and Support Services may be renewed for successive one (1)-year terms or a period mutually agreed upon by Contractor and the Customer (each a "Renewal Term").

Contractor shall provide the Customer with an amended proposal at least ninety (90) days prior to the expiration of the Initial Term or a Renewal Term. The Customer shall provide Contractor with its decision to continue to receive Maintenance and Support Services at least sixty (60) days prior to the expiration of the Initial Term or a Renewal Term.

### **CONSIDERATION AND PAYMENT**

- A. The Parties are agreed that consideration for the Warranty Period is included in the purchase price of the System.
- B. In Consideration for the Maintenance and Support Services, the Customer shall pay to Contractor the fees (the "Maintenance and Support Services Fees") set forth in Exhibit D – Payment Schedule.
- C. The Customer shall remit to the contractor Maintenance and Support Services Fees on an annual basis upon the anniversary of System Acceptance and after the receipt of a valid invoice for said services. The maintenance fee shall remain fixed during the Initial Term of this Agreement. The Customer shall have the option to pre-pay the maintenance fee for a three (3) or five (5) year period. The pre-payment will be made at the beginning of the three (3) or five (5) year period.
- D. In addition to the maintenance fees described herein, if the Customer contracts for any additional software, the Customer, after the applicable twelve (12) month Warranty Period for said additional software, shall remit to Contractor, Maintenance and Support Services Fees for the provision of Software Evergreen and Help Desk Support for said additional software at the then prevailing maintenance rate or at fifteen percent (15%) of the license fee, whichever is less. Any pre-payment discounts shall apply.
- E. If the Customer chooses to cancel or terminate maintenance services, then the unused period shall be refunded to the Customer on a pro rata basis, excluding any discount based on the pre-payment options.

### **2 ESCALATION OF FEE**

Contractor shall not increase the Maintenance and Support Services Fees for the Initial Term of this Agreement.

### **3 WARRANTY AND MAINTENANCE & SUPPORT SERVICES SCOPE**

#### **A. Help Desk Support Services**

During the Term, Contractor shall provide the Customer with the following Help Desk Support services for the System:

- 1 Contractor's Call Center Support shall be accessible twenty-four (24) hours a day, seven (7) days a week to take calls from the Customer and perform initial troubleshooting by remote connection. Include IPC IQ CAD support number

2 The Customer shall have access to Contractor's on-line services: Include IPC Customer Portal

**B. On-Site Maintenance**

During the Term, should Help Desk Support be unable to resolve a severity level 1 problem, a technician shall be dispatched on-Site. On-Site Maintenance shall include the following:

- (a) all labor required to repair or replace the System or any component thereof;
- (b) availability of technicians on a seven (7) days a week, twenty-four (24) hours a day basis. Such technicians, upon receipt of a support or maintenance call, will be at the customer Site within the times set out in the following table:
- (c) On-Site Response Time

Severity 1	
Arrival on-Site no later than:	2 hours after initial Contractor contact

*Note: The on-Site time arrival indicated in the table above refers to the elapsed time between the initial call placed by Customer to Contractor and the arrival of a technician on-Site.*

(d) For severity level 2, 3 4 or 5, On-Site maintenance service is excluded from this Agreement. Should the Customer request on-Site maintenance service, Contractor shall dispatch a technician to the Site on and time and materials basis at Contractors then current rates. In the event that Contractor and the Customer are unable to resolve a severity level 2, 3, 4, or 5 problem remotely, at Customer's request, Contractor will coordinate with the Customer to dispatch a technician on-Site, at a mutually agreeable schedule. Contractor shall not send a technician on-Site without first obtaining Customer's approval. Contractor shall not be held responsible for delays in resolution and/or any damage to the System in the event that Contractor deems it necessary to send a technician On-Site to assist Customer and the Customer refuses same.

**C. Software Evergreen**

(1) During the Term, Contractor shall provide the Customer, for a period of ten (10) years from System Acceptance, with each applicable New Release, Upgrade and Maintenance Release of the [insert product name], for the properly licensed workstations. The Customer is responsible for installation of all of these releases. Should the Customer prefer to have Contractor deploy a release, Contractor shall dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Contractor's then current prices for such services.

- (2) The Software Evergreen provided hereunder does not include any of the following:
  - i Implementation, training or installation. Upon reasonable notice from the Customer, Contractor shall provide implementation, training and installation services for a New Release, a

Maintenance Release or an Upgrade on a time and materials basis at Contractor's then current rates for such installations services.

- ii Modifications or customization of the Software other than corrections of Defects made or provided under this Exhibit B;
- iii Consultation for new programs or equipment;
- iv Correction of problems, and assistance regarding problems, caused by operator errors, including but not limited to the entry of incorrect data and the maintenance of inadequate backup copies and improper procedures; and/or
- v Correction of errors attributable to software other than the licensed Software.

(3) Upgrade of the Customer's operating system, Hardware and/or third party software may be required from time to time to support New Releases, Maintenance Releases or Upgrades of the Software. Contractor shall not be responsible for the cost of such upgrade.

(4) Contractor shall not be held responsible for delays in resolution and/or any damage to the System in the event that Contractor deems it necessary to install a Maintenance Release or an Upgrade and the Customer refuses or neglects to install such Maintenance Release or Upgrade.

#### **4 - PROBLEM MANAGEMENT FLOW**

**A. Severity Level Determination Process:** When an error or failure occurs, the Customer shall have the sole discretion to initially determine the severity level according to the following error level definitions in the table below. Upon receipt of the Customer's call, the Contractor will validate the final determination of the severity level, according to the following error level definitions in the table below. Should the Contractor and the Customer not agree, the Customer may escalate to Customer's support management to reach an agreement. The Contractor shall respond to the reported error in accordance with the severity level response time described below.

**B.** The Public Safety Answering Point Supervisor (the "PSAP Supervisor"), as appointed by the Customer, shall place a call to Contractor's Call Center at include IPC IQ CAD support number to report a trouble incidence. Should the first level support technician not be able to resolve the trouble and require assistance, he/she may escalate the problem to Contractor's second level support technician. Should the second-level support technician be unable to resolve the problem, the problem shall be further escalated to the engineering department.

In the event that Contractor and the Customer are unable to resolve a problem remotely, at Customer's request, Contractor will coordinate with the Customer to dispatch a technician on-Site, at a mutually agreeable schedule, in accordance with the provisions of section 5 .D. (e).

The trouble ticket is closed only with the agreement of the Customer's PSAP Supervisor.

#### **C. *Interface to the Customer Site***

In order to provide the agreed level of support, Contractor's technicians shall require access to the Site. Contractor recognizes the need for security of the Site and shall make commercially reasonable efforts to work within the Customer's security guidelines that shall be provided to Customer by Contractor.

Methods of access are as described in the following sections.

**(a) Remote Connection**

Contractor's requires that the Customer comply with the obligations set out in sub-section 5.2 j of the Agreement so that Contractor technicians may remotely login to the System. Contractor technicians may need remote access to the System to analyze the System configuration, aid in problem analysis or to modify the System configuration for a problem work-around. Remote access may also be used for transmission of Software updates to the Customer. Remote access must be available twenty-four (24) hours a day, seven (7) days a week.

Contractor's request to halt any System functionality shall require the PSAP Supervisor's approval. Contractor shall not perform any service-affecting activity without informing the PSAP Supervisor in advance and receiving proper authorization.

If the Customer's remote access facility is dysfunctional or if remote access is not provided or delayed, Contractor shall not be held liable for response times or damage to the System.

**(b) Access to Site**

The Customer shall provide Contractor's personnel or its local service provider with full access to the Site at all required times. The Contractor shall not be held liable for response time or damage to the System if access is delayed or not provided.

**D. Severity levels**

SEVERITY LEVEL	DEFINITIONS	RESPONSE TIME	REMEDY TIME	PROBLEM CORRECTION
1	<p><u>Product Failure/Loss of Service:</u></p> <p>Severity Level 1 problems involve a System failure and a major loss of functionality that renders the entire System inoperable</p>	15 minutes	4 hours	Contractor shall provide the Customer with a program code correction, program code patch, or a procedure for the Customer to bypass or work around the defect in order to continue operations. If a bypass procedure is used, Contractor shall continue defect resolution activity, on a high severity basis, until a program correction code or patch is provided to the Customer
2	<p><u>Severely Impaired Functionality (more than 50%):</u></p> <p>Severity Level 2 problems involve the failure or loss of functionality of non-critical functional components or</p>	1 hour	12 hours	Contractor shall provide the Customer with a program code correction, program code patch, or a procedure for the Customer to bypass or work around the Defect in order to continue operations. If a bypass procedure is used, Contractor shall continue problem or Defect

	<p>features, while the System itself remains operable.</p> <p>Severity Level 2 involves a major impact such as a loss of 50% of capacity or the loss of a major functionality. (e.g. no delivery of either ANI or ALI).</p>			<p>resolution activity, on a high Severity basis, until a program correction code or patch is provided to the Customer</p>
3	<p><b><u>Non-critical system failure (less than 50%):</u></b></p> <p>This class of problem requires action from the Call Center within a short time</p> <p>Severity Level 3 problems may cause performance degradation or system components to malfunction.</p> <p>Severity Level 3 may involve one position non functioning</p>	8 hours	<p>5 days for a work-around</p> <p>28 days if software development is required</p>	<p>Contractor shall provide the Customer with a program code correction in a Maintenance Release</p>
4	<p><b><u>Minor Issue:</u></b></p> <p>This class of problem is non-Service Affecting and includes problems such as incorrect operation of a minor functionality or System component that is infrequently used, and problems that have feasible work-around available (e.g. incorrect operation of a functionality of 911 without loss of all of dispatch). Core functionality is functional.</p>	2 days	<p>Next Maintenance Release</p>	<p>Code correction may be provided in a future Maintenance Release. If, however, code correction in a future Maintenance Release is not achievable by Contractor using commercially reasonable efforts, Contractor will make a commercially reasonable effort to provide a work around solution.</p>
5	<p><b><u>Inquiry</u></b></p>	<p>Next Business Day</p>		

## **5 INSTALLATION OF PROGRAM CODE OR CURE**

**A. Duty to Provide Permanent Cure.** If the Customer accepts a workaround or other temporary cure for any reported error, Contractor shall provide a permanent program code correction or cure within 180 days or as mutually agreed to by the Parties.

**B. Upward Compatibility.** The Error Correction software or data created by it shall continue to be upward compatible with the Software listed in the Master Agreement, such that data files created for or by the error correction can be utilized without adaptation with the replacement software without alteration, emulation, or other loss of efficiency.

**C. No Viruses.** Contractor warrants that all Software which it delivers to Customer by whatever media or means has been checked for and is free of viruses and other programs with destructive potential.

## **6 EXCLUSIONS FOR SUPPORT SERVICE**

The following services are outside the scope of the Maintenance and Support Services provided hereunder and may result in additional charges, on a time and material basis:

- (a) Repair of damage or the increase in service time due to any cause external to the System which adversely affects its operability or serviceability, including but not be limited to, fire, flood, water, wind, lightning, code instructions (including but not limited to viruses, worms, Trojan horses, data bombs or time bombs) the purpose of which is to maliciously cause the System to cease operation or to damage, interrupt, interfere with or hinder the operation of the System and transportation of the System from one location to another;
- (b) Repair of damage or the increase in service time caused by failure to continually provide a suitable installation environment, including, but not limited to, the failure to provide adequate electrical power, air conditioning or humidity control, or the Customer's improper use, management or supervision of the System including, without limitation, the use of supplies and accessories. Proper use and environmental requirements are determined by the product Documentation;
- (c) Repair of problems caused by the use of the System for purposes other than for which it is designed;
- (d) Repair of problems caused by changes to the Hardware and/or the network made without obtaining Contractor's prior approval;
- (e) Repair or replacement of any item of the System which has been repaired by others, abused or improperly handled, improperly stored, altered or used with third party material, software or equipment, which material, software or equipment may be defective, of poor quality or incompatible with the System, and Contractor shall not be obligated to repair or replace any component of the System which has not been installed by Contractor or a Contractor authorized technician;
- (f) Removal, relocation and/or reinstallation of the System or any component thereof;

- g) Diagnosis time directly related to unauthorized components and/or misuse of the System, whether intentional or not;
- h) Any design consultation such as, but not limited to, reconfiguration analysis, consultation with the Customer for modifications and upgrades which are not directly related to a problem correction;
- i) Provision of any operational supplies, including by not limited to, printer paper, printer ribbons, toner, printer cartridges, photographic paper, magnetic tape and any supplies beyond those delivered with the System; and
- j) Repair of damages caused by Customer's provided hardware. Any such repair shall be charged to Customer on a time and material basis at Cont
- k) On-Site service by Contractor unless in the case of a severity level 1 problem or mutually agreed in the manner set forth in Section 5Be.

## **7 BREACH OR DEFAULT**

Should either Party be in breach or default of its obligations in relation to the Maintenance and Support Services, the other Party shall give a written notice stating that a breach or default exists. If the Party in default has not started or completed appropriate corrective action within sixty (60) days of receipt of the written notice, then the other Party may at its option send a notice of default and may elect at its sole discretion to cancel the Maintenance and Support Services and to exercise any right or remedy it has in law, subject to the terms of this Exhibit E.

## **8 LOCAL SERVICE PROVIDER**

Notwithstanding anything to the contrary in this Exhibit B or the Agreement, Contractor may subcontract on-Site maintenance services to a local service provider.

## **Exhibit F**

### **Preliminary and Final Acceptance Tests**

*(This document will be updated through the duration of the project)*

**Exhibit F**  
**Preliminary and Final Acceptance Tests**

**SR911, City of Modesto, County of  
Stanislaus & PARTICIPATING  
AGENCIES**  
**IQ/CAD, IQ/RMS, and IQ/Mobile**

**User Acceptance Plan**

Document Class:	UAP
Document No.:	UAP-XXXX
Issue No:	1.0
Status:	Draft
Author:	IPC Command System
Date:	May 30, 2007

**CERTIFICATE OF ACCEPTANCE  
DELIVERY II FEATURE DESCRIPTION DOCUMENT**

The undersigned represents that the IQ/CAD, IQ/RMS and IQ/Mobile User Acceptance Plan prepared under the terms and conditions of Contract Number \_\_\_\_\_, as amended, dated \_\_\_\_\_, has been delivered and addresses SR911 & Participating Agencies (SR911 & PARTICIPATING AGENCIES) requirements.

SR911 & PARTICIPATING AGENCIES hereby acknowledges receipt and acceptance of the IQ/CAD, IQ/RMS and IQ/Mobile User Acceptance Plan described in said Contract.

_____ IPC COMMAND SYSTEMS	_____ City of Modesto, CA
_____ AUTHORIZED SIGNATURE	_____ AUTHORIZED SIGNATURE
_____ NAME (Typed or Printed)	_____ NAME (Typed or Printed)
_____ DATE	_____ DATE

*Document Classification*

This document is unclassified and for internal use only. It may contain information that may be exempt from public disclosure. It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with SR911 & Participating Agencies (SR911 & PARTICIPATING AGENCIES) policy relating to restricted information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of an authorized SR911 & PARTICIPATING AGENCIES official.

*Trademarks*

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*Revision History*

This document is subject to review and revision by project members. It will evolve through further versions as the Project Team refines its plans to reflect progress, activities, and deliverables planned for later development cycle.

**Revision History**  
(List)

<b>Date</b>	<b>Version</b>	<b>Description</b>	<b>Authored by</b>
05/30/07	1.0	Initial	
	1.1		
	1.2		
	1.3		

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**References**

Definitions, Acronyms, and Abbreviations

**Definitions, Acronyms, and Abbreviations**

CAD	Computer Aided Dispatch
Customer	SR911 & Participating Agencies
SOP	SR911 & PARTICIPATING AGENCIES Standard Operating Procedures
IPC	IPC Command Systems, Inc.

RMS	Record Management System
-----	--------------------------

Related Documents

Reference Documents

Control No.	Document Number	Description
010		Project Management Plan
020		Contractual Documents, including Exhibits, Addendums, and Attachments.
030		IPC General Statement of Work (SOW) for Services, as
040		SR911 & PARTICIPATING AGENCIES Request for Proposal for Public Safety Information System, dated
050		IPC's Response to RFP, exclusive of assumptions, dated _____ as Amended.
060		IPC's Response to BAFO, exclusive of assumptions, dated _____ as Amended.

## 1.4 User Acceptance Team

IQ/CAD	IQ/Mobile	Business Rules	HW/SW/OSS

# 1 Introduction

## 1.1 Purpose

User Acceptance Testing is a key feature of the IQ/CAD, IQ/RMS, and Mobile implementation. This process is the formal means by which IPC ensures that the new system actually meets the essential user requirements. Each module implemented will be subject to one or more user acceptance tests before sign off.

This User Acceptance Test Plan describes the test scenarios, test conditions, and test cycles that must be performed to ensure that acceptance testing follows a precise schedule and that the system is thoroughly tested prior to deployment and production turn-up.

The acceptance procedure ensures the end-result supplied meets the users' expectations by validating issues such as:

- Is the degree of detail sufficient?
- Are the screens complete?
- Is the content correct from the user's point of view?
- Are the results usable?
- Does the system perform as required?

This plan tests the software for compliance with business rules as defined in IPC's IQ/CAD, IQ/RMS, and IQ/Mobile User Guides. User acceptance testing allows end-users and departmental subject matter experts to observe how the application will behave under business and functional operational conditions...

## 1.2 Scope

This plan covers the broadest scope of requirements and delineates the process for testing and verifying all operational, functional, and interface procedures.

- Operational testing will verify requirements for data capture, data processing, data distribution and data archiving.
- Functional testing will verify business functions, operating procedures (SOP), and business rules.

- Interface testing will verify that all business systems linked to the CAD and Mobile applications pass and receive data or control as defined in the IQ/CAD and IQ/Mobile user guides.

SR911 & PARTICIPATING AGENCIES is responsible for:

1. Planning the tests
2. Executing the tests
3. Reporting and clearing incidents

This document contains the User Acceptance Test Plan and is submitted as set forth in SR911 & PARTICIPATING AGENCIES-IPC contract \_\_\_\_\_.

### 1.3 Objective

User Acceptance Testing determines the degree to which the applications actually meet the agreed functional specifications, as stated in the reference documents listed in Section 2.3. It confirms whether the software provides new business improvements and if existing workflows and processes can continue to work within the context of this new system. Once the software passes functional testing, it is further tested to see how it will perform in the business environment before release for general use. The User Acceptance Test team will validate the following modules and artifacts during user acceptance testing:

1. IQ/CAD
2. IQ/RMS
3. CADVisor
4. IQ/Mobile
5. Web Call Taker
6. CADMinistrator
7. Various Interfaces

The above modules and artifacts will be evaluated for accuracy and successful completion of all business processes, functional components, and interfaces. The evaluation will include any other related observations such as performance testing, accuracy and utility of User Documentation and procedures, quality and accuracy of data being produced, layout and content of all reports and web interfaces (GUI), release and installation procedures, and configuration management issues.

### 1.4 User Acceptance Test Team

The User Acceptance Test Team will include SR911 & PARTICIPATING AGENCIES's subject matter experts (SME) from the Dispatch Organization, Law Enforcement Patrol and IT Support Organization.

The User Acceptance Test Team will be responsible for the following tasks:

- Verifying the completeness & accuracy of the business functionality provided in the application (Screens, Reports, Interfaces, etc.).
- Verifying the functionality of the application to ensure that users are comfortable with the application.

User acceptance testing shall be conducted following Functional System Testing and subsequent to IPC providing training:  
IPSS Contract

**Next Page**