

Staff Summary Report



Council Meeting Date: 10-16-2008

Agenda Item Number: _____

SUBJECT: Request approval of a two-year sole source contract with Knowledge Computing Corporation for the purchase of COPLINK Node and associated software applications to integrate the Police Department's current and future records management systems into the Mesa Police Department's East Valley Fusion Center.

DOCUMENT NAME: 20081016fst08 **PURCHASES (1004-01)**

SUPPORTING DOCS: Yes

COMMENTS: (Sole Source #09-050) Total cost for this contract shall not exceed \$59,946 during the contract period.

PREPARED BY: Ted Stallings, CPPB, Procurement Officer, 480-350-8617

REVIEWED BY: Michael Greene, CPM, Central Services Administrator, 480-350-8516
Gene Obis, IT Manager, 480-350-8353
Brigitte Lesurf, Sr. Management Assistant, 480-350-2920
Sean Carroll, Business Analyst, 480-350-8594
Brenda Buren, Assistant Police Chief, 480-350-8991
Shelly Macdonald, Management Assistant, 480-350-8820

**LEGAL REVIEW AS
TO CONTRACT FORM**

ONLY: Jenae Naumann, Assistant City Attorney, 480-350-8402

FISCAL NOTE: Sufficient funds have been appropriated in 6680-6675.

RECOMMENDATION: Approve the contract.

ADDITIONAL INFO: The Tempe Police Department is entering into an intergovernmental agreement (IGA) between the City of Chandler, Town of Gilbert, City of Tempe, City of Scottsdale and City of Mesa for sharing law enforcement information. The primary mechanism used to facilitate the sharing of this information is the COPLINK Node and associated software applications.

Knowledge Computing Corporation will integrate the Tempe Police Department's current and future records management systems (RMS) into the Mesa Police Department's East Valley Fusion Center COPLINK Node. The system will be configured to extract and migrate data from Tempe's RMS and consolidate that data with the existing data in the Mesa Police Department's COPLINK Node.

A sole source determination is warranted for this purchase since Knowledge Computing Corporation is the only company that provides authorized implementation services and support for this application as well as its components and enhancement requirements. All participating agencies have contracted with this firm to provide identical services.

**SOFTWARE DEVELOPMENT, LICENSE AND
SYSTEM INTEGRATION SERVICES AGREEMENT
BETWEEN THE CITY OF TEMPE AND
KNOWLEDGE COMPUTING CORPORATION**

THIS SOFTWARE DEVELOPMENT, LICENSE AND SYSTEM INTEGRATION SERVICES AGREEMENT ("AGREEMENT") is dated October ____, 2008 and is between the City of Tempe, an Arizona municipal corporation ("CITY"), and Knowledge Computing Corporation, an Arizona corporation, ("DEVELOPER").

The CITY wishes to engage the DEVELOPER to perform integration services to extract and migrate data from the CITY'S Police Department records management system into the existing data in the Mesa Police Department's COPLINK® Node to allow for interagency sharing of data within the East Valley Data Fusion Center (hereinafter referred to as the "Project.")

DEFINITIONS

"Acceptance" of a work product shall mean completion of the process set forth in Section V.

"Applications" shall mean the Software developed for the Project pursuant to the Specifications and Requirements set forth in Schedule 1.

"Defect" shall mean any failure of the Software or any component thereof to fully conform to the Specifications and Requirements as set forth in Schedule 1.

"Enhancement(s)" shall mean improvements to the work product that adds to, or expands the capabilities and functionality of the Software beyond that provided in an Upgrade or Modification.

"Final Acceptance" shall mean a written notice from the CITY that informs DEVELOPER of satisfactory performance pursuant to Section V Acceptance Testing.

"Modification(s)" means those additions and changes to the functionality of the Software that have been requested by the CITY and that will be provided by the DEVELOPER under this Agreement.

"Software" shall mean the set of computer programs, in object code or executable form, including any documentation developed in connection therewith, which will materially conform to the work product identified in Section IIA of this Agreement.

"Specifications and Requirements" shall mean all definitions, descriptions, illustrations, requirements, criteria, warranties and performance standards relating to the Software that are set forth or referenced in Schedule 1.

“Upgrade(s)” shall mean improvements in the Software, which relate to operating performance, but do not change the basic function of the Software. Upgrades shall include improvements or changes to meet federal or state mandated reporting requirements and improvements or changes required for the Software to function on different operating systems.

“Warranty Period” shall mean the term during which the DEVELOPER performs the tasks required, at no charge to the CITY, to maintain the Software performance. The Warranty Period shall begin on the date of CITY’S Final Acceptance. The length of the Warranty Period shall be specified in Section X.

SECTION I – GENERAL

- A. Mutual Commitment and Cooperation. Subject to the terms and conditions of this Agreement, DEVELOPER shall provide services as necessary to create, install, and implement the Software at CITY’S facility, and CITY shall accept and pay for such services and Software. DEVELOPER shall commit the reasonable effort of its organization and personnel to cause such integration services to meet the priorities, timetables, and objectives mutually established by DEVELOPER and CITY, as set forth in this Agreement. CITY shall cooperate with DEVELOPER in every reasonable way to enable DEVELOPER to provide integration services in such manner.
- B. Project Managers. All responsibilities of the parties under this Agreement shall be supervised and coordinated by BRENT McCOY, as DEVELOPER’S project manager, and by Sean Carroll, as CITY’S project manager, or by such other person or persons as the foregoing representatives may designate from time to time. Such project manager will be knowledgeable of CITY’S Police Department activities and role within the CITY and will have signature authority for the acceptance of deliverables by CITY. No amendment to this Agreement shall be effective unless evidenced by a writing signed by the project managers of both parties.

SECTION II - SERVICES OF THE DEVELOPER

- A. Development. The DEVELOPER shall develop software to conform to the design and functional specifications and requirements listed in Schedule 1 attached hereto (“Performance Specifications and Requirements”). When the CITY has replaced its current records management system with a new system, DEVELOPER will analyze, map, migrate and refresh the replacement records management system for ICIS data into the Mesa Police Department COPLINK® Node.
- B. Training. DEVELOPER shall provide training to the CITY in the operation of the Software for at least sixteen (16) hours. Such training will be provided within fifteen (15) days after Final Acceptance. Any additional training required by CITY shall be provided by DEVELOPER in accordance with the charges set forth in Schedule 5.

SECTION III – MAINTENANCE

A. DEVELOPER shall, at no additional cost to CITY, maintain the Software during the acceptance testing period and Warranty period. DEVELOPER response time and responsibility shall be as set forth in DEVELOPER'S separate Maintenance Agreement attached as Schedule 6.

1. Maintenance shall include the detection and correction of any malfunctions or errors and the implementation of all Modifications, Enhancement and Upgrades.
2. During the time that the Software is under DEVELOPER maintenance, DEVELOPER will:
 - a. Correct or replace the Software or any component or module and provide services necessary to remedy any programming error. Such correction, replacement or service shall be accomplished within the time frame set forth in the separate Maintenance Agreement once the CITY has identified and notified DEVELOPER of any such error;
 - b. Supply technical bulletins and updated user guides and Software documentation as applicable and necessary for the CITY to maintain complete and current documentation of the Software;
 - c. Make available to CITY Modifications, Upgrades and/or Enhancements that DEVELOPER has installed at its other customers' locations. For each Modification, Upgrade or Enhancement, DEVELOPER warrants and represents that the installation of such Modification, Upgrade or Enhancement shall not adversely affect the Software performance as warranted herein.

C. After expiration of the Warranty period, DEVELOPER shall provide maintenance in connection with the Software pursuant to a separate Maintenance Agreement. DEVELOPER grants to CITY the option to renew for additional maintenance periods to run concurrent with the CITY'S budget period, as long as the license is in full force and effect. CITY and DEVELOPER shall negotiate fees for subsequent maintenance periods, but in no event shall the fee exceed the fee charged for the preceding period by more than five percent (5%). DEVELOPER shall provide CITY one hundred twenty (120) days prior written notice of the expiration of each maintenance period. Said notice shall contain the fee proposed, with justification for any increase, for the subsequent period. Lack of notice shall constitute agreement that the fee remains unchanged for the subsequent period.

- D. Any technical support and maintenance fees that would have been incurred during a period of lapse in a Maintenance Agreement shall be paid by CITY prior to software support and maintenance being reinstated, unless the DEVELOPER agrees otherwise.

SECTION IV-TERM AND DELIVERY

- A. The term of this Agreement shall commence on the date set forth above and, unless sooner terminated hereunder, shall continue in effect through expiration of the warranty period. In the event delays are experienced beyond the control of the DEVELOPER, the schedule may be revised as mutually agreed upon by the CITY and the DEVELOPER.
- B. DEVELOPER agrees to submit to CITY for its approval, and in accordance with the agreed upon schedule, any work product required. No changes may be made in the schedule without the CITY'S approval. Upon receipt, CITY shall promptly review and determine whether each such work product meets with its satisfaction. In the event that the CITY does not find a particular work product acceptable, CITY shall notify DEVELOPER in writing, and DEVELOPER shall have ten (10) business days from receipt of such notice to cure and correct such work product to meet the CITY'S satisfaction.
- C. DEVELOPER agrees to provide weekly progress reports either in writing or verbally to the CITY during the software development process.

SECTION V-TESTING AND ACCEPTANCE

- A. Coding, System Testing and Preliminary Acceptance. After approval of the design specifications on Schedule 1, DEVELOPER shall begin coding and provide the necessary programming modifications. Upon completion of the program coding, DEVELOPER shall notify CITY when program coding is complete and system testing has begun. The system tests to be performed by DEVELOPER for each Application shall test every path of logic for such Application, including daily, weekly, monthly and annual processing.
- B. Program coding and system testing shall occur at DEVELOPER'S facility. DEVELOPER represents that it has and anticipates having sufficient capacity on the computers at its facility to test each and every Application.
- C. Upon completion of program coding and system testing, DEVELOPER shall cause to be performed at DEVELOPER'S computer facility, in the presence of representatives of both parties, the acceptance test as referenced in Schedule 4. DEVELOPER shall have fourteen (14) days to accept or reject the results of the acceptance test in writing. If the acceptance test is not successful, CITY, at its sole option, may declare a default pursuant to this Agreement.
- D. The successful completion of the acceptance test at the DEVELOPER'S facility shall be known as Preliminary Acceptance.

- E. Initial Live Testing and Initial Acceptance. After Preliminary Acceptance, the Application shall be installed on the CITY'S system. The acceptance test shall then be performed on the CITY'S equipment. The Application shall be used for the live transmission and processing of CITY'S operational data in a production environment for 30 days, including a complete month-end cycle of processing. At the end of such 30 day period, there shall be no known unresolved or uncorrected program errors, which errors have been communicated in writing from CITY to DEVELOPER, to impair the functions of the system.
- F. Documentation. The documentation to be provided on or before Preliminary Acceptance of each Application of the system shall include 1) application source code description (diagram of program flow, key internal parameters, and structure of any associated files/databases), 2) installation instructions and 3) an application functionality overview and individual task processing details with examples. The documentation to be delivered hereunder shall be developed in conformance with CITY'S documentation standards. Upon the later of (a) delivery to CITY of the documentation for an Application, and (b) completion of the training associated with such Application, CITY shall pay DEVELOPER the compensation agreed to in Section VI below and per Schedule 3. CITY has the right to make copies of the documentation as needed.
- G. Final Acceptance. After Initial Acceptance of all Applications has been completed, each Application shall be used for the live transmission and processing of CITY'S operational data. At the later of (a) 90 days after the final Application has been Initially Accepted, or (b) 30 days after the resolution of any and all Defects in the Software, Final Acceptance shall be deemed to have occurred. Upon Final Acceptance, CITY shall pay DEVELOPER the compensation agreed to in Section VI below and per Schedule 3.
- H. Use Shall Not Constitute Acceptance. In no event shall use of the Software by CITY for any purpose during any phase of acceptance testing, constitute Final Acceptance of the Software.
NOTE: City does not accept Assumption No. 13 of the Proposal.
- I. Failure to Complete. In the event the Software is deemed not to have successfully completed acceptance testing, CITY may elect one or more of the following options:
- a. CITY may terminate this Agreement and request the removal of the Software or any Component or Module failing acceptance testing. DEVELOPER shall immediately refund any money previously paid to it

by CITY thereunder, if DEVELOPER fails to meet acceptance testing requirements by the agreed completions date.

- b. CITY may request, and DEVELOPER shall install, at no additional cost, within such time period as may be mutually agreed, a replacement of the Software or any Component or Module failing acceptance testing. Such replacements shall be subject to acceptance testing as provided in this Section.
- c. CITY may continue the acceptance test.
- d. CITY may conditionally accept the Software or any Component(s) or Module(s) thereof subject to written terms negotiated by the parties.
- e. CITY may pursue any remedy available hereunder or available at law or in equity and seek to collect any damages.

SECTION VI - DEVELOPER'S COMPENSATION

- A. Payment. CITY shall remit payment to DEVELOPER under the terms and milestones set forth in Schedule 3. The total amount of this contract shall not exceed \$ 59,946.00. Such amount to include integration services for the replacement records management system to be procured by the CITY.
- B. No Other Payment. Except as expressly provided in this Agreement, DEVELOPER and CITY shall each bear all of its own expenses arising from the performance of its obligations under this Agreement, including (without limitation) personnel, facilities, utilities, equipment, supplies, clerical, and the like.

SECTION VII - GRANT OF LICENSE FOR MODIFICATIONS AND ENHANCEMENTS

- A. Additionally, DEVELOPER grants to the CITY, pursuant to the terms and conditions of this Agreement, a perpetual, irrevocable, non-exclusive license to use any modifications, upgrades, and/or enhancements provided to the CITY by DEVELOPER that are outside of the scope of work in as identified in Exhibit A (KCC's COPLINK® Proposal dated May 14, 2008 attached as Exhibit A.)
- B. CITY may make as many copies of the Modifications, Upgrades, and/or Enhancements as it desires in support of its authorized use, provided that said copies shall include any relevant and appropriate notices.

SECTION VIII - CITY'S OBLIGATIONS

- A. CITY'S Police Department will:
 - 1. Provide a command-level project contact person.

2. Provide all relevant information, data, and documentation reasonably required to deliver the services, products and system.
 3. Provide timely feedback and be responsive to requests from DEVELOPER so as to keep the project on schedule.
 4. Provide reasonable turnaround time, as mutually agreed upon with DEVELOPER, on critical decisions, essential information and approvals that are required to continue with work in progress or that is critical to meeting a deliverable due date.
 5. Provide access to employees, government facilities, vehicles and records to permit the required analysis.
 6. Provide a complete back up set of the data in the underlying data source that will be migrated to the COPLINK data warehouse.
 7. Permit remote access to the intermediary server system via VPN to permit establishment of the migration refresh strategy.
 8. Provide a TCP/IP based network infrastructure with a minimum throughput of 256 Kbps.
- B. CITY will abide by the terms of the End User License Agreement currently held by the Mesa Police Department.
- C. CITY will provide working space to DEVELOPER for conducting interviews, transcribing notes, and holding conferences with CITY employees. CITY will provide DEVELOPER with access to telephones, copiers, fax machines, LAN connections and other standard office equipment.

SECTION IX – DEVELOPER’S OBLIGATIONS

- A. DEVELOPER agrees to fully abide by any and all of CITY’S security requirements during normal and after hours activities.
- B. DEVELOPER shall provide a detailed technical analysis of the underlying data source, the existing hardware and software, and the network infrastructure.
- C. DEVELOPER will follow the processes outlined in its Proposal dated May 14, 2008 under the Sections entitled “Project Management” and “System Deployment” (Exhibit A).
- D. DEVELOPER shall have the sole responsibility for the assignment of personnel to the Project. Such personnel shall not be restricted or prevented from performing services for others that are similar to the integration services. DEVELOPER shall be free to engage subcontractors in rendering integration services hereunder, provided that such subcontractors are subject to written agreements that give effect to the rights and obligations of DEVELOPER under this Agreement, and provided further that DEVELOPER shall retain responsibility and liability for all acts of such subcontractors.

- E. DEVELOPER shall obtain all necessary consents, approval, and licenses that are needed to complete the Project.

SECTION X - WARRANTY

A. DEVELOPER warrants that it will perform the integration and other professional services to the stricter of either the CITY'S or accepted industry standards and in accordance with the degree of care and skill, which a professional in Arizona would exercise under similar conditions. All work performed by DEVELOPER and/or its subcontractors pursuant to this Agreement shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge.

B. Completion of Implementation. DEVELOPER warrants that any software delivered to CITY will perform in accordance with the Specifications and Requirements set forth in Schedule 1 for a period of 1 year after Final Acceptance by the CITY. DEVELOPER does not warrant that the software will operate uninterrupted or error-free. Should there be defects in programming and/or operation, DEVELOPER shall provide such programming, design, and installation services as may be necessary to correct such errors without any additional charges to CITY. This warranty is expressly conditioned upon the hardware and software supplied by third parties conforming to their technical, functional, and performance specifications and criteria and the absence of any alteration or abuse of the deliverables by CITY.

C. If DEVELOPER does not respond and remedy any failure, malfunction, defect or non-conformity of the Software within four (4) working days of receipt of such request, CITY shall be entitled to one (1) month extension of the warranty period if such failure to respond occurs during the term of the Warranty period, or if such failure to respond occurs during the term of the maintenance contract, the CITY shall receive a credit against future maintenance costs of \$ 1000.00 for every day or part thereof after four (4) working days that DEVELOPER fails to remedy the failure, malfunction, defect or non-conformity. If DEVELOPER is unable to remedy any such defects, CITY may recover damages at least in the amount of the amount of the payments made under this Agreement in Section VI.

D. DEVELOPER warrants that the Software and source code are and will be free of known viruses, worms and Trojan horses, and any code designed to disable the Software because of the passage of time, alleged failure to make payments due, or otherwise (except for documented security measures such as password expiration functions).

E. The warranty set forth above shall not apply to all or any part of the Software that has been modified or altered by anyone other than DEVELOPER or its representatives.

- F. CITY warrants to DEVELOPER that it has the right to use and disclose to DEVELOPER the information CITY provides with respect to software, documentation, interfaces, data or specifications.
- G. DEVELOPER shall provide warranty service as needed for a period of ninety (90) days after completion and final acceptance according to the terms of Schedule 5. Any further or extended warranty shall be set forth on the Maintenance Agreement (Schedule 6).
- H. No Effect on Other Agreements. Nothing in this Agreement shall abridge or negate any other warranties contained in any other agreements concerning the procurement of components or services by CITY in connection with the creation, installation, or implementation of the Project. DEVELOPER shall provide its reasonable cooperation to enable CITY to realize the benefits of any other such warranties.

SECTION XI – LEGAL COMPLIANCE

DEVELOPER agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Agreement, and all applicable safety laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. DEVELOPER acknowledges that a breach of this warranty is a material breach of this Agreement and DEVELOPER is subject to penalties for violation(s) of this provision, including termination of this Agreement. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Agreement to ensure compliance with this warranty. DEVELOPER hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

SECTION XII -WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES

- A. Work for Hire. DEVELOPER shall ensure that all the results and proceeds of DEVELOPER'S work on any projects (and that of its agents, employees, officers, and contractors) shall be owned by the CITY, including the copyright thereto, as work for hire. In the event, for any reason, such results and proceeds are not deemed work for hire, DEVELOPER shall be deemed hereby to have assigned to CITY all of its right, title and interest in such results and proceeds and content to CITY.
- B. Ownership. All work products (electronically or manually generated) including but not limited to custom software source code, specifications, cost estimates, studies, design analyses, computer aided drafting and design (CADD) file diskettes and other related products which are prepared in the performance of this

Agreement are the property of the CITY and are to be delivered to the CITY on the particular type of storage media on which they are stored (e.g. CD, thumb drive, etc.) before the final payment is made to the DEVELOPER. The CITY shall retain ownership of these original works, however, if approved in writing by the CITY; the DEVELOPER may retain the originals and supply the CITY with a copy of the work.

- C. Ownership of Hardware and Other Equipment. All computer hardware or other equipment procured or obtained by or for CITY in connection with this Project shall be the property of the CITY.

SECTION XIII –ADDITIONAL SERVICES

- A. Additional services which are outside the scope of basic services contained in this Agreement shall not be performed by the DEVELOPER without prior written authorization from the CITY. Additional services, when authorized by an executed Agreement or an Amendment to this Agreement shall be compensated for by a fee mutually agreed upon between the CITY and the DEVELOPER.
- B. However, following acceptance of the Software, CITY may request DEVELOPER provide additional development services to modify, upgrade or development enhancements to the Software under a separate agreement.

SECTION XIV - RELATIONSHIP OF THE PARTIES; INDEPENDENT CONTRACTOR STATUS

Nothing in this Agreement shall be construed to establish a joint venture, agency, employment or partnership between the parties. DEVELOPER is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the DEVELOPER hereunder or for any and all services or materials provided by or rendered to DEVELOPER hereunder in connection with any of the projects.

SECTION XV-TERMINATION.

- A. CITY shall be entitled to terminate this Agreement at any time, in its discretion at agreed upon milestones listed in Schedule 2. In the event of termination for other than DEVELOPER'S material breach of the Agreement, DEVELOPER shall be entitled to retain all compensation paid to the date of termination. CITY shall own all the results and proceeds of DEVELOPER'S services rendered to the date of such termination as work for hire, and DEVELOPER shall promptly deliver all materials, information, documents, drafts and any other property secured, produced and/or developed by DEVELOPER pursuant to this Agreement, including, without limitation, all work product as prepared to the date of termination, in full satisfaction of the parties'

obligations to each other under this Agreement. Regardless of termination under this or any other provision of this Agreement, CITY shall be entitled, in its discretion, to continue, discontinue, modify, or change its plans regarding any projects.

B. Notwithstanding anything to the contrary in this Agreement, in the event that the CITY disputes in good faith an allegation of default by the DEVELOPER, the DEVELOPER agrees that it will not terminate this Agreement or suspend or limit any of its performance obligations or warranties or repossess, disable or render unusable the Software, unless i) the parties agree in writing, or ii) an order of a court of competent jurisdiction determines otherwise.

SECTION XVI-CONFLICT OF INTEREST AND CANCELLATION

The DEVELOPER shall not engage the services on this Agreement of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or Agreement modifications for this Agreement. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

SECTION XVII-INSURANCE

Without limiting any of their obligations or liabilities, the DEVELOPER, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licenses or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to the CITY. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-. Use of alternative insurers requires prior approval from CITY.

A. General Clauses

1. Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Agreement, shall name the CITY, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the DEVELOPER shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the CITY or its employees shall be excess coverage, and not contributory coverage to that provided by the DEVELOPER.
2. Coverage Terms. All insurance required herein shall be maintained in full force and effect until the services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted; failure to do so may constitute as material breach of this Agreement, at the sole discretion of the CITY.
3. Primary Coverage. The DEVELOPER'S insurance shall be primary insurance with respect to CITY and any insurance or self insurance maintained by CITY shall be excess of the DEVELOPER'S insurance and shall not contribute to it.

4. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the CITY.
5. Waiver. The policies, except Worker's Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against CITY, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the DEVELOPER.
6. Deductible/Retention. The policies may provide coverage that contains deductibles or self-insured retentions. Such deductible or self insured retentions shall not be applicable with respect to the coverage provided to CITY under such policies. The DEVELOPER shall be solely responsible for deductible or self insured retentions and the CITY may require the DEVELOPER to secure payment of such deductible or self insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
7. Policies and Endorsements. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies or endorsements. CITY shall not be obligated, however, to review same or to advise DEVELOPER of any deficiencies in such policies, and such receipt shall not relieve DEVELOPER from, or be deemed waiver of CITY'S right to insist on, strict fulfillment of DEVELOPER'S obligations under this Agreement.
8. Certificates of Insurance. Prior to commencing services under this Agreement, DEVELOPER shall furnish CITY with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by DEVELOPER'S insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect. See Exhibit B.

B. Workers' Compensation

The DEVELOPER shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of DEVELOPER employees engaged in the performance of the services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case services are subcontracted, the DEVELOPER will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by DEVELOPER.

C. Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000, each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the DEVELOPER services. Coverage will be at least as broad as cover Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

D. Commercial General Liability

Commercial General Liability insurance with unimpaired limit of not less than \$1,000,000 for each claim with a \$2,000,000 General Aggregate limit. The general aggregate limit shall apply separately to the services under this Agreement or the general aggregate shall be twice the required per claim limit. The policy shall be primary and include operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the services as evidenced by annual Certificates of Insurance. Such policy shall contain a "severability of interests provision (aka "cross liability" and "separation of insured").

E. Professional Liability

The DEVELOPER retained by the CITY, to provide the services required by the Agreement will maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the DEVELOPER or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of services as evidenced by annual Certificates of Insurance.

F. Property Coverage-Valuable Papers

Property coverage on an all-risk, replacement cost; agreed amount form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the DEVELOPER used in the completion of this Agreement.

SECTION XVIII-INDEMNIFICATION

A. To the fullest extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys' fees, court costs, and the costs of appellate proceedings), relating to, arising out of, or alleged to have resulted from:

- i. any acts, errors, mistakes, omissions, work, services, or professional services of the DEVELOPER, its agents, employees, or any other person (not the CITY) for whose acts, errors, mistakes, omissions, work, services, or professional services the DEVELOPER may be legally liable in the performance of this Agreement; or
- ii. any infringement of any U.S. or Canadian copyright, trademark or patent, or misappropriation of the trade secrets of any third party, in connection with Software (or any allegation of any of the foregoing) ("Infringement Claims"); or
- iii. the CITY'S refusal to produce any item of Confidential Information of the DEVELOPER pursuant to a request to review public records, after receiving a request for such item and after being instructed by the DEVELOPER not to produce it; or
- iv. any claims by any persons or entities supplying labor or material to the DEVELOPER in connection with the performance of the DEVELOPER'S obligations under this Agreement.

B. DEVELOPER'S duty to defend, hold harmless and indemnify the CITY, its agents, officers, officials, and employees shall arise in connection with any claim for damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Agreement by DEVELOPER or any employee of the DEVELOPER, or any other person (not the CITY) for whose acts, errors, mistakes, omissions, work, or services the DEVELOPER may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

C. Assumption of Defense. If the indemnifying party fails to assume the defense of any actual or threatened action covered by this Section XVII within the earlier of (a) any deadline established by a third party in a written demand or by a court and (b) thirty (30) days of notice of the claim, the indemnified party may follow such course of action as it reasonably deems necessary to protect its interest and shall be indemnified for all costs reasonably incurred in such course of action; provided, however, that the indemnified party shall not settle a claim without the consent of the indemnifying party.

SECTION XVII - TAXES

DEVELOPER shall pay all applicable federal, state and local taxes that may be chargeable against the performance of the services and provision of Software to the CITY.

SECTION XX-- BANKRUPTCY

DEVELOPER acknowledges and agrees that if DEVELOPER, as debtor in possession, or a trustee for DEVELOPER in bankruptcy in a case under the Bankruptcy Code rejects this Agreement, the CITY may elect to retain its rights under this Agreement as provided

in Section 365(n) of the Bankruptcy Code. Upon written request of the CITY to DEVELOPER or the bankruptcy trustee, DEVELOPER or such bankruptcy trustee shall not interfere with the rights of the CITY as provided in this Agreement.

SECTION XXI -CONFIDENTIALITY

A. DEVELOPER agrees that it (and its employees, directors, agents and/or contractors) shall not disclose (except as requested by the CITY) any Confidential Information (defined below) acquired or learned by DEVELOPER (its employees, directors, agents and/or contractors), except with CITY'S prior written permission.

Confidential Information shall include all proprietary material and information of CITY, all information regarding the financial and business operations of the CITY, except Confidential Information shall not include any information or material that is generally known, is a public record, or becomes generally known to the public, other than through violation of this Section. In the event that DEVELOPER is compelled by law (whether through court order or subpoena) to disclose Confidential Information, DEVELOPER shall provide CITY with notice or such compelled disclosure and a reasonable opportunity to contest it.

B. DEVELOPER shall segregate all materials furnished to it by CITY that contain any business information or data of the CITY. All such materials shall be returned to CITY upon completion and acceptance of the Project or, if earlier, upon termination of this Agreement.

SECTION XXII -ASSIGNMENT

DEVELOPER shall not assign its rights to this Agreement, in whole or in part, without prior written approval of the CITY, except that DEVELOPER may assign its rights under this Agreement to another division of the DEVELOPER.

SECTION XXIII - GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Both parties hereby consent to the jurisdiction of the state and federal courts located in Maricopa County, Arizona.

SECTION XXIV- DISPUTE RESOLUTION

In the event of a dispute between the parties to this Agreement regarding a provision of this Agreement, a party's performance of its obligations as stated in this Agreement or any other matter governed by the terms of this Agreement, the parties will meet in good faith to attempt to resolve the dispute. If the parties fail to resolve the dispute, then the parties agree that the dispute may be resolved through mediation. If mediation is agreed to by the disputing parties, the disputing parties shall mutually agree upon the services of one (1) mediator whose fees and expenses shall be borne equally by the disputing parties.

If the dispute is not resolved within a reasonable time, the disputing parties shall be free to use other remedies available to them to resolve the dispute.

SECTION XXV- REMEDIES

Either party may pursue any remedies provided by law for the breach of this Agreement. All remedies, rights, undertakings, obligations, and Agreement contained in this Agreement shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation or Agreement by either party.

SECTION XXVI- SEVERABILITY

In the event that any phrase, clause, sentence, paragraph, section or other portion of this Agreement shall become illegal, null or void or determined to be against public policy, for any reason, or shall be held by an court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law, provided that the overall intent of the parties is not materially vitiated by such severability.

SECTION XXVII –NO WAIVER

No breach or default hereunder shall be deemed to have been waived the CITY, except by a writing to that effect signed on behalf of the CITY. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after written notice thereof and demand by the CITY for strict performance of this Agreement. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the CITY. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

SECTION XXVIII – TIME IS OF THE ESSENCE

Time is and shall of the essence in this Agreement.

SECTION XXIX- NOTICES

All notices or other communications required to be in writing shall be given either by personal delivery, e-mail (with proof of a read receipt), or regular mail to the persons and/or addresses below:

CITY

City of Tempe, Procurement Office.
ATTN: Ted Stallings
PO Box 5002

DEVELOPER

Knowledge Computing Corp.
ATTN: COPLINK® Product Manager
7750 E. Broadway Blvd., Suite 100

Tempe, AZ 85280
(480) 350-8594
FAX (480) 350-8337

Tucson, AZ 85710
(520) 574-9210
FAX (520) 574-0870

SECTION XXX-SURVIVABILITY OF PROVISIONS

The provisions of the following Sections shall survive termination or expiration of this Agreement. Section VII: Grant of License; Section X: Warranty; XII: Work for Hire and Ownership; Section XVII: Insurance; Section XVIII: Indemnification; XX: Bankruptcy; Section XXI: Confidentiality; Section XXII: Assignment; Section XXIII: Governing Law; Section XXIV: Dispute Resolution; Section XXV: Remedies; Section XXVI: Severability; Section XXVII: Waiver; Section XXIX: Notices; and Section XXXI: Entire Agreement.

SECTION XXXI- ENTIRE AGREEMENT

This Agreement and the attachments hereto constitute the entire agreement between the parties. Any amendment or modification shall be in writing and require the signature of both parties.

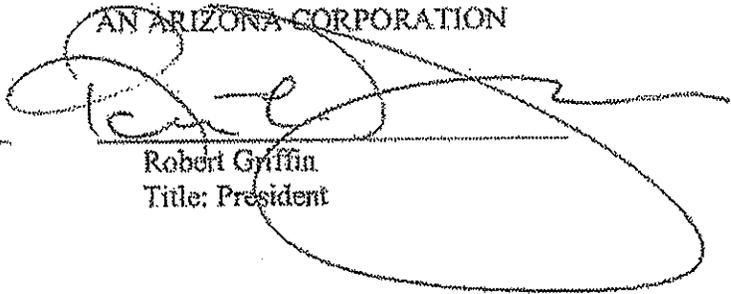
This Agreement executed this ____ day of October 2008.

CITY:
CITY OF TEMPE,

A MUNICIPAL CORPORATION

DEVELOPER:
KNOWLEDGE COMPUTING
CORPORATION
AN ARIZONA CORPORATION

By: _____
Mayor Hugh Hallman



Robert Griffin
Title: President

Attest:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

Proposal dated September 22, 2008

Exhibit B

Certificate of Insurance

Schedule 1

Performance Specifications and Requirements
System Components (if applicable)

Schedule 2

Deliverables and Milestones

[Progress reports – how often, who prepares]

Change Control Procedures

[When modifications can be requested; Procedure (for acceptance & rejection); Timing;

Form of modifications to be used]

Schedule 3

Payment Terms

[Amounts, Due date]

Schedule 4

Acceptance Testing

Schedule 5

System Warranty and Training

[Service Level]

[Details of training provided]

Schedule 6

Maintenance Agreement



Proposal to:

**Tempe, Arizona
Police Department**

September 22, 2008

PROPOSAL

Knowledge Computing Corporation proposes to integrate the Tempe Police Department's (TPD) PSSI ICIS (RMS) into the Mesa Police Department's East Valley Fusion Center COPLINK Node.

The system will be configured to extract and migrate data from the RMS and consolidate that data with the existing data in the Mesa Police Department COPLINK Node. A refresh mechanism will be developed that will update the Mesa COPLINK Node with updated Tempe data.

Pricing:

ITEM	COST
Analyze, map, migrate and refresh the ICIS data into the Mesa COPLINK Node.	\$25,000.00
Analyze, map, migrate and refresh the replacement RMS for ICIS data into the Mesa COPLINK Node (vendor unknown). See replacement RMS section this proposal for caveats.	\$20,000.00
Intermediary server – required for PSSI ICIS. (Tempe may provide this outside this proposal – cost is estimated)	\$3,500.00
16 hours of user training over two days. Class size up to fifteen students. Administration training is included.	\$7,500.00
Annual Maintenance is 15% of the data source migration cost. First Year cost shown assumes only the PSSI data source integrated.	\$3,750.00
Sales tax (on intermediary server) @ 5.6 percent	\$196.00
TOTAL COST	\$59,946.00

The above quote does not include any third-party hardware and/or software necessary to install, migrate data and operate the COPLINK system. In previous implementations of PSSI ICIS as the data source, PSSI would not cooperate unless COPLINK employed an intermediary server that houses a replicated data base from ICIS. This requires a business class server and if the total ICIS database size is more than 4 GB, a copy of SQL Server 2005 Standard Edition. Tempe can procure this product outside of this proposal, or KCC can provide a one CPU-license to Tempe for \$2,500.00.

Our proposal does not include any costs that may be charged by PSSI for activities related to the ETL of the ICIS data source.

KCC will consult with Tempe Police Department staff to arrive at the optimum configuration for the Tempe – Mesa COPLINK connection.

Since Tempe plans to replace the PSSI ICIS RMS, our recommendation is that the existing system and the replacement system run in parallel for a period of time in order to validate the new RMS functionality. The PSSI data can remain in COPLINK, and the refresh subsequently transferred to the replacement system. The legacy PSSI database can be retained in the event of expungements orders. There is no need to convert the PSSI data to the replacement RMS format as all the PSSI data will be in COPLINK. Even without an active refresh to the PSSI legacy data, KCC will maintain the COPLINK to ensure that all mandated expungements are performed.

Additional costs assessed by the Mesa Police Department are outside the scope of this proposal. Those costs have been communicated directly to Tempe PD by the Mesa Police Department. The information will not be shared with KCC, thus we cannot provide a cost figure.

COPLINK requires the following program components to operate:

1. Web-browser. COPLINK requires a web browser on user workstations to operate.
2. A Java Virtual Machine. This software is available at no cost from Sun Microsystems, Inc. KCC recommends version 1.5_03 or higher.
3. User workstations should have not less than a Pentium 4 class CPU running at 1.5 GHZ and 512 MB of RAM. A VGA monitor is required. Monitor resolution should be at least 800 x 600, with optimal viewing at 1024 x 768. Mouse or other pointing device highly recommended. COPLINK is compliant with Section 508 of the American Rehabilitation Act.

COPLINK is accessible through a web-browser. By using web-browser technology, user training is simplified. More and more law enforcement personnel are familiar with the point-and-click operations common to the Internet. Program updates are simple. New modules or updates are simply installed on the Web Server. These are then immediately available to all users without the time-consuming and cumbersome process of updating each user workstation.

REPLACEMENT RECORDS MANAGEMENT SYSTEM

Tempe PD has indicated they will replace the ICIS RMS with a vendor product not yet determined. The price quoted above is contingent on the following:

1. The new vendor's RMS is a "standard" data source for which KCC has a master project file; or
2. The new vendor agrees to output data to COPLINK in a specified XML format ("COPLINK XML" or a NIEM-compliant format).

Standard data sources for which KCC has master project files:

- IPC Positron Systems (formerly Geo911, Inc.)
- Intergraph Public Safety
- CISCO, Inc.
- Cody Systems
- Custom Micro, Inc.
- Cyrun/Alliance
- H.T.E., Inc. (now Sungard),
- Lockheed/Martin, Inc.,
- New World Systems
- Northrup/Grumman Information Technologies (PRC)
- Motorola Printrak or LRMS
- Motorola NetRMS (CrisNET)
- M&M Micro Systems
- Public Safety Systems, Inc. (PSSI)
- Q.E.D., Inc.,
- Shield Technologies
- SmartCOP,
- Spillman Technologies, Inc.,
- Tiburon (special conditions may apply – call for details)
- Versaterm
- Vision, Inc., (VisionAIR)
- West Covina Services Group

PROJECT MANAGEMENT

Knowledge Computing Corporation will assign a Project Manager to oversee the implementation of the COPLINK system with the existing infrastructure of the user agency.

Knowledge Computing Corporation uses standard project management tools, including Microsoft Project and Visio. We develop a complete work breakdown structure (WBS) in MS Project to track deliverables, milestones and activity. We allocate resources based on critical path and compare the resource utilization and milestone completion to a baseline estimate. By managing the day-to-day tasks of our engineering staff, we can reallocate resources as necessary to meet delivery commitments.

We have standardized on Bugzilla software to track the issues and enhancements to the COPLINK software product line. We have a defined, documented and implemented a review process and quality assurance process to determine what is causing any software issues with the user, and to implement any repairs or patches in a timely manner.

Technical documentation and version control of each software module is managed by using Microsoft Visual Studio SourceSafe. Each COPLINK version is numbered using a three-tier structure, e.g., 3.4.02.

Upon commencing the implementation process, we propose a series of conference calls with TPD and Mesa Police IT staff. The purpose of the calls will be to introduce the information technology staff at each participating agency to the COPLINK project and solicit their cooperation and support in this project. An integral part of the meetings are to define roles and responsibilities, and to set realistic expectations. We feel this is

essential to the successful conduct of the project and to enable KCC to respond quickly and effectively to stakeholder concerns.

During the conferences, we complete a detailed technical analysis of the underlying data source, the existing hardware and software, and the network infrastructure. We identify and clarify the goals and objectives of the project. We use this information to develop a high-level work breakdown structure to identify the tasks required of the individual agency personnel to ensure project success. We gain commitment from the stakeholders to achieving the goals and objectives. We jointly develop a set of priorities based on project deliverables and availability of the staff in TPD and Mesa Police Department. The final step is to produce a project schedule that allows for rapid deployment of a test system while minimizing the resources required from the individual agencies.

This approach ensures effective planning, and aligns the IT staff of the agencies with the project's goals and objectives. By securing firm commitments from the IT staff to provide the necessary information and system access to the KCC deployment team, we minimize the potential for delaying the implementation.

SYSTEM DEPLOYMENT

The steps involved in the system deployment are:

1. Initial Implementation Conference (kick-off meeting).
2. KCC acquires database schemas, data dictionaries and a back-up data set for the underlying system that will be migrated into the COPLINK data warehouse.
3. KCC identifies any potential bottlenecks in hardware, software conflicts, and network issues.
4. KCC, Tempe Police Department and Mesa Police Department agree on the refresh strategy for the ICIS data source.
5. KCC begins the analysis and design of the migration maps and the refresh strategy.
6. KCC develops the migration maps and migrates the backup data provided into the COPLINK test system at KCC's facility.
7. KCC completes internal quality assurance (QA) testing of both migration and refresh for ICIS.
8. A data validation session is conducted with staff from Tempe PD to ensure that the data in COPLINK matches the data migrated from the ICIS RMS.
9. Based on feedback from TPD users, any required modifications are made to the system and the internal QA process is repeated using full regression testing until any identified issues and undocumented program features have been addressed.
10. Upon completion of the QA testing, a full batch load of the entire database is completed using the production environment.
11. The refresh mechanism(s) is activated in the production environment.

12. A system turnover briefing is held between KCC and TPD project staff.
13. User training is conducted for TPD users.
14. KCC begins the ninety-day monitoring of the system to ensure that the refresh is functioning correctly. Any exceptions logged by the system are addressed.
15. After the ninety-day monitoring period, the COPLINK system is transitioned to the annual maintenance program.

The replacement RMS implementation will follow essentially the same process as that for the ICIS RMS

ASSUMPTIONS

Knowledge Computing Corporation proposes this project bid based on the following general, business and technical assumptions:

1. Knowledge Computing Corporation assumes Tempe PD and Mesa PD will:
 - a. Provide a command-level project contact person.
 - b. Provide a complete back up set of the data in the underlying data source that will be migrated to the COPLINK data warehouse.
 - c. Permit remote access to the intermediary server system via VPN to permit establishment of the migration refresh strategy.
 - d. Provide KCC with the underlying RMS database schema and data dictionary, if necessary.
2. Knowledge Computing Corporation assumes there is a TCP/IP based network infrastructure in place with a minimum throughput of 256 Kbps between all the participating agencies.
3. Knowledge Computing Corporation assumes TPD and any authorized users of the COPLINK system will abide by the terms of the End User License Agreement. The holder of the end-user license is the Mesa Police Dept.
4. Knowledge Computing Corporation assumes in the event a Termination for Convenience is required, that such termination only be implemented at agreed upon points during the engagement. Knowledge Computing Corporation wishes to discuss termination fees in the event termination for convenience is exercised.
5. Knowledge Computing Corporation assumes that if we submit assumptions and/or clarifications that such assumptions/clarifications will be reconciled with the contract specifications during negotiation.
6. Knowledge Computing Corporation assumes that the parties will discuss and agree to the Patent and Copyright Indemnification contained in the Knowledge Computing Corporation Software License Agreement.
7. Knowledge Computing Corporation's view conforms to the American rule that parties assume their own cost and expenses relating to litigation and attorney's fees.

8. Knowledge Computing Corporation assumes that security and confidentiality is or will be covered under the terms of this contract.
9. Knowledge Computing Corporation assumes that the license grant and associated terms are consistent with those terms offered to its commercial customers.
10. Knowledge Computing Corporation assumes that the parties will discuss and agree to an Annual Maintenance Agreement prior to the expiration of the 90-day warranty period.
11. Knowledge Computing Corporation assumes that all technical support and maintenance fees which would have been incurred during a period of lapse in a maintenance agreement shall be paid and then software support and maintenance shall be reinstated.
12. Knowledge Computing Corporation assumes that in the event Knowledge Computing Corporation or third party proprietary software, documentation and information is used by an outsourcer or facilities management firm for the benefit of TPD, that TPD will be responsible to ensure compliance with the terms of use for such software licenses.
13. Knowledge Computing Corporation assumes that if the system is used in a production environment that constitutes acceptance by TPD.
14. Knowledge Computing Corporation assumes that in with regard to Intellectual Property that the parties will put in place terms that protect the proprietary interests, including interest in derivative works of the parties.
15. Knowledge Computing Corporation assumes that product upgrades shall be done consistent with Knowledge Computing Corporation policy and may require in certain instances that upgrade charges apply.
16. Knowledge Computing Corporation will take appropriate and reasonable steps to not write disabling code into any customizations required by this contract.
17. TPD must assign a single project coordinator to the project. This staff member must be knowledgeable regarding TPD activities and role within the enterprise. This project coordinator will have signature authority for the acceptance of deliverables by TPD.
18. TPD must permit access to employees, government facilities, vehicles and records to permit the analysis described in the proposed project plan. Knowledge Computing Corporation agrees to fully abide by any and all of TPD security requirements during normal and after hours activities.
19. From time to time, the Knowledge Computing Corporation team may require working space for conducting interviews, transcribing notes, holding conferences with members of the TPD team. Knowledge Computing Corporation would like to minimize interruptions and work with employees as near to their work locations as possible. This includes access to telephones, copiers, fax machines, LAN connections and other standard office equipment.

20. Knowledge Computing Corporation assumes that TPD will provide reasonable turnaround time (to be mutually agreed to) on critical decisions, essential information and approvals which are required to continue with work in progress or which is critical to meeting a deliverable due date. Knowledge Computing Corporation expects that a decision will be evaluated to the appropriate management level within TPD to make a decision in a timely manner.
21. Knowledge Computing Corporation assumes that TPD will perform its obligations and render the assistance described in this proposal in a timely manner and in a manner as to adhere to the proposed schedule. In the event that Knowledge Computing Corporation is delayed or prevented from performing its obligations, to the extent that the delay is caused by factors beyond the reasonable control of Knowledge Computing Corporation, including without limitation, the inability of TPD to perform its responsibilities in a timely manner, Knowledge Computing Corporation will be entitled to an equitable adjustment in the timetable.
22. All changes requested to the terms of this engagement will be addressed through change control procedures.
23. TPD shall provide all information, data and documentation reasonably required by Knowledge Computing Corporation to deliver the services, products and system. With respect to any software, documentation, interfaces, data or specifications supplied by TPD, or other participating agencies, that the agencies warrant to Knowledge Computing Corporation that they have the right to use and to disclose to Knowledge Computing Corporation all information so provided.
24. TPD users have a knowledge of personal computers and can start and shut down the system.
25. TPD users are familiar with Microsoft Windows software conventions.
26. TPD users are familiar with the use of a PC keyboard and pointing devices.
27. TPD PC systems are equipped with web browser software.
28. TPD PC monitors are capable of displaying color VGA at 800 x 600 lines resolution, or better.
29. TPD printers are installed using the Windows operating system.
30. Where feedback is required TPD must be responsive to requests from the Knowledge Computing Corporation Team to keep the timeline on track.
31. The system will be qualified under Windows XP and Windows 2000 utilizing the web browser selected by Tempe Police Department.

SUPPORT

1. Standard Hours of Support. The hours of phone support are 8:00 AM – 5:00 PM Mountain Standard Time Monday – Friday, KCC holidays excluded.
2. Enhanced Hours of Support (extra-cost option): Any time.

3. Response Time. Customer reported issues receive a response that includes a designation as a verifiable bug, unverifiable incident, enhancement or other within 4 hour during normal support hours and within 4 business hours of the next business day if reported outside of normal business hours.
4. KCC support is available for one year for a back version of COPLINK to customers on maintenance after the availability of a new major version (X.). After one year, if the customer elects not to upgrade to the new major release, KCC shall provide support at the option of KCC and at a custom price to be determined.

MAINTENANCE

Maintenance Services: KCC will provide the customer the following under the Maintenance Program:

1. No-cost telephone support for technical issues. Standard support is available from 8:00 am to 5:00 pm (Mountain Standard Time) on regular business days (holidays and weekends excepted). Enhanced support is available at anytime.
2. No-cost e-mail support for technical issues.
3. No-cost for all published patches and system-wide bug fixes.
4. No-cost updated installation disks and written procedures whenever the Customer system is modified by patches and/or updates.
5. No-cost updated COPLINK self-paced learning program whenever an update is issued.
6. Non-warranty related program errors (once the initial warranty period has elapsed).
7. KCC will provide a plan and tentative schedule for resolving any technical support issue:
8. For standard support: within one business day of receipt.
9. For enhanced support: within two hours of receipt.
10. Updates: Interim version product updates and software patches to purchased system components will be provided as part of the annual maintenance agreement.
11. Ongoing Maintenance: Maintenance is billed to the Mesa Police Department, which holds the licenses and hosts the East Valley Fusion Center. KCC charges annual maintenance fees of 15 percent or eighteen percent, depending on the duration of the agreement. The fiscal agent for the maintenance agreement is Mesa Police, and payment should be made through that agency.

DURATION OF QUOTE

This quote is valid until December 31, 2008.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/22/2008
PRODUCER (816) 233-0201 CBIZ Insurance Services Inc. 218 S. 7th St PO Box 67 Saint Joseph, MO 64501-0067	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Knowledge Computing Corporation 7750 E Broadway Blvd #100 Tucson, AZ 85710-	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Chubb Group	
	INSURER B: Hartford Underwriters Ins Co	
	INSURER C: Hartford Fire Ins Co	
	INSURER D: INSURER E:	

COVERAGES

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

INSR	ADPL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	34320986 WUC	3/30/2008	3/30/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	0874984901	3/30/2008	3/30/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	X	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	59WECIX2105	6/1/2008	6/1/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C		Professional Liability	00TE025096708	6/10/2008	3/30/2009	Tech Errors & Omissions 3,000,000
A		Crime	34320986 WUC	3/30/2008	3/30/2009	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is additional insured.

CERTIFICATE HOLDER

City of Tempe
 31 East Fifth Street
 Tempe, AZ 85281-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Schedule 1

Performance Requirements and Specifications

Knowledge Computing Corporation proposes to integrate the Tempe Police Department's (TPD) PSSI ICIS (RMS) into the Mesa Police Department's East Valley Fusion Center COPLINK Node.

The system will be configured to extract and migrate data from the RMS and consolidate that data with the existing data in the Mesa Police Department COPLINK Node. A refresh mechanism will be developed that will update the Mesa COPLINK Node with updated Tempe data.

Data that is typically extracted from records management system includes:

- Report Data Set
- Field Interview Data Set
- Arrest Data Set (For exceptional cases where arrests appear independently of Reports)
- Mug Data Set
- Citation Data Set
- Pawn Data Set
- Traffic Collision Data Set
- Supervision Data Set (e.g. Registered Sex Offenders, Probation)
- Watchlist Data Set
- Identification Data Set (e.g. Master Person table or AFIS system)
- Warrant Data Set

The actual data that is extracted from the PSSI and replacement RMS will be determined during a kickoff meeting.

KCC requires a back-up dataset (complete) of the data source. Once this received, the data source integration project begins. The data is analyzed to verify what needs to be done to map the data into COPLINK. During the analysis, KCC verifies many items, including but not limited to:

- How initial vs. supplemental reports are distinguished
- How charges are related to people
- Identification of local and state statutes

- If there are point-in-time descriptions of COPLINK objects (people, vehicles, etc.)
- How weapons, vehicles and property items are distinguished in master tables
- How additions, modifications and deletions are tracked
- Whether or not there are audit trails or other such history tables

Once the analysis completes, the data will be mapped to the COPLINK system. This uses the result of Data Analysis to accurately convert the data into COPLINK.

Data validation sessions are a key part of the COPLINK QA process. After the data has been analyzed, mapped, and migrated into the COPLINK Database by a KCC engineer it is then verified by the internal team of Domain Experts. Each data source is reviewed by three domain experts. If any issues are uncovered during this validation process, a KCC engineer will evaluate and resolve the issues.

Schedule 2

Deliverables and Milestones

The deliverables in the projects are:

1. Integration and refresh for the existing PSSI records management system (RMS) used by the Tempe Police Department.
 - a. Completion of Data Validation Form
 - b. Data Acceptance Letter
 - c. Refresh Acceptance Letter
2. Integration and refresh for the replacement records management system to be selected by the Tempe Police Department at a future date.
 - a. Completion of Data Validation Form
 - b. Data Acceptance Letter
 - c. Refresh Acceptance Letter
3. Technical support and maintenance of the data stream from the PSSI RMS and the subsequent replacement RMS.
4. User training for Tempe Police Department COPLINK system users. This training will be provided over a consecutive two-day period for up to fifteen users at a facility provided by the Tempe Police Department in or near Tempe.

Milestones in the project are estimates based on previous experience with similar data sources.

TASKS	Effort (days)	Agency Assistance (hours)
Work begins on a data source ONLY when a historical backup of the data and sample documents from the system are received at KCC facilities (database schemas and data dictionaries are not sufficient to map the data)		16 (effort for agency to create backup)
Integration Services	50	
Load/Restore/Input Data Source from Historical Backup	2	
Analyze Data Source	6	4
Map Data Source to COPLINK	26	
Design/Create/Review Maps and Design Refresh Mechanism	21	
Map Lookup Values	5	
<i>Migrate Data (computer processing time, possibly a subset)*</i>		
Internal QA	6	
KCC SME's Review the Data in COPLINK	1	
Fix Issues from QA Review	5	
<i>Migrate Data (possibly a subset)</i>		
Data Validation	3.5	
Perform DV Test with the Agency	0.5	3 (x4 persons)
Fix Issues from DV Test	3	
<i>Migrate Data (full dataset)</i>		
Data Acceptance	0.5	2 (x4 persons)
Load Data into Production COPLINK DB	1	
Establish Data Refresh	5	8
Refresh Acceptance	0.5	8
DELIVERABLES		Frequency
Data Validation Form		Each System
Data Acceptance Letter		Each System
Refresh Acceptance Letter		Each System

*Note: Data Migration time will be determined once the maps have been created

Change Control Procedures for this project involve the submission of a request either by Tempe Police Dept. or KCC to the respective project manager. KCC employs a change request form that details the request, the consequences of not making the change, and an estimated cost and duration required to effect the change.

Requests to change the COPLINK application will require coordination with the host agency, Mesa Police Department.

Acceptance of the data source extraction, transformation and load into the East Valley Fusion Center follows standard KCC data validation processes.

This validation process is typically handled using a conference call and meeting software such as Go2Meeting in order to demonstrate and evaluate the conversion of

the agency's data set(s). KCC QA will systematically go through the COPLINK converted data, reviewing each document type, validating that all pertinent information has been converted correctly. (There is often non-pertinent information which is not converted, such as dietary needs on a booking or military status on a departmental report.) This is a very thorough process, usually taking between 1 and 3 hours. Once this has been completed, KCC Engineers will evaluate any issues that arose. Any inconsistencies uncovered are documented as potential issues and are categorized as "production blockers" and "non-production blockers".

During the final Data Acceptance, the only issues needing to be addressed will be the defects filed in the prior Data Validation that were categorized as blocking production. The agency and KCC then agree that the data is consistent with the agency's production system and that the "production blockers" have been addressed, and a Data Acceptance letter is signed.

The recommended refresh acceptance procedure consists of creating test documents within the contributing data source. These documents are then updated, modified (such as adding a person or other object), and then deleted. The test document is then recreated once more before final deletion. At each step of the process, the data in COPLINK is compared to the data in the test document. The duration of this process is dependent on the refresh frequency of the contributing data source, but typically can be accomplished in two days.

Schedule 3
Payment Terms

Project Cost:

ITEM	COST
Analyze, map, migrate and refresh the ICIS data into the Mesa COPLINK Node.	\$25,000.00
Analyze, map, migrate and refresh the replacement RMS for ICIS data into the Mesa COPLINK Node (vendor unknown). See replacement RMS section this proposal for caveats.	\$20,000.00
Intermediary server – required for PSSI ICIS. (Tempe may provide this outside this proposal – cost is estimated)	\$3,500.00
16 hours of user training over two days. Class size up to fifteen students. Administration training is included.	\$7,500.00
Annual Maintenance is 15% of the data source migration cost. First Year cost shown assumes only the PSSI data source integrated.	\$3,750.00
Sales tax (on intermediary server) @ 5.6 percent	\$196.00
TOTAL COST	\$59,946.00

Billing for COPLINK services is based on project milestones. For both of the Tempe Police Department RMS, the following billing milestones apply:

Data Acceptance Letter signed by Customer:	Billing 70 percent of data source cost
Refresh Acceptance Letter signed by Customer:	Billing 30 percent of data source cost
Training completed:	Billing 100 percent of training cost
Ninety days after Refresh Acceptance:	Billing for first year Annual Maintenance
Intermediary Server/Third-party RDBMS (Optional through KCC); upon installation at Customer site	Billing 100 percent of cost

KCC will submit invoices to the Customer, and the Customer agrees to pay the invoices within 45 days of receipt.

Schedule 4

Acceptance Testing

Once the Tempe data source has passed the internal KCC quality assurance process, a Data Validation session is arranged with the agency to verify that the information displayed in the COPLINK application correctly corresponds with the content of the agency's data set(s). Original paper documents are sometimes added inaccurately or incompletely to the database, so we validate the Coplink conversion against your production database and not the original paper documents whenever possible.

We request that the agency have access to their Record Management System and other relevant data systems during the Data Validation session in order to accurately compare the COPLINK converted data and the data contained in the agency's system(s).

This validation process is typically handled using a conference call and meeting software such as Go2Meeting in order to demonstrate and evaluate the conversion of the agency's data set(s). KCC QA will systematically go through the COPLINK converted data, reviewing each document type, validating that all pertinent information has been converted correctly. (There is often non-pertinent information which is not converted, such as dietary needs on a booking or military status on a departmental report.) This is a very thorough process, usually taking between 1 and 3 hours. Once this has been completed, KCC Engineers will evaluate any issues that arose. Any inconsistencies uncovered are documented as potential issues and are categorized as "production blockers" and "non-production blockers".

During the final Data Acceptance, the only issues needing to be addressed will be the defects filed in the prior Data Validation that were categorized as blocking production. The agency and KCC then agree that the data is consistent with the agency's production system and that the "production blockers" have been addressed, and a Data Acceptance letter is signed.

The data is then merged into the production database, allowing all participating agencies to query this data. All issues identified as "non-production blockers" will be handled as soon as possible after this point.

Refresh Migrations are used to keep a COPLINK database synchronized with the various data sources that are feeding it. There are a number of different mechanisms that we use to implement Refresh Migration such as:

- Batch Compare Refresh
- Trigger Refresh
- Audit Refresh

The mechanism used depends mainly on the nature of the source database. Some have audit trails, some do not. Some vendors and/or agencies allow us to install

triggers, some do not. It is very important to establish a strategy for refreshing the source data as soon as possible so as not to interfere with project timelines.

An important aspect of the refresh mechanism is refresh frequency. This is determined by evaluating the needs of the agency as well as the capabilities of the refresh mechanism and the relevant hardware.

The recommended refresh acceptance procedure consists of creating test documents within the contributing data source. These documents are then updated, modified (such as adding a person or other object), and then deleted. The test document is then recreated once more before final deletion. At each step of the process, the data in COPLINK is compared to the data in the test document. The duration of this process is dependent on the refresh frequency of the contributing data source, but typically can be accomplished in two days.

Schedule 5

Warranty and Training

Warranties

A. Material Errors. KCC warrants that if, during the ninety-day period after installation and/or the duration of any extended warranty, you notify KCC that the Software contains an error that materially and adversely affects your law enforcement activities, KCC will at no cost to you use its best efforts to either correct the error or provide a reasonable workaround for such error. KCC does not warrant that the functions contained in the Software will meet your requirements, nor that the operation of the Software will be uninterrupted or error-free. The warranties set forth in this Section do not cover any copy of the Software that has been altered or changed in any way by you or any authorized user.

B. Updates. If you have an extended warranty agreement or maintenance contract with KCC, then KCC will provide updates to the software as new releases become available, subject to the limitations in your extended warranty agreement or maintenance contract. No customization of the COPLINK[®] System software products will occur unless agreed to in writing by both KCC and you. Any supplemental software code provided to you shall be considered part of the Software and be subject to all terms and conditions of this License. If the Software is an Update to a previous version of the Software, you must possess a valid license to such previous version in order to use the Update. You may continue to use the previous version of the Software on your computer after you receive the Update only to assist you in the transition to the Update, provided that: the Update and the previous version are installed on the same computer; the previous version or copies thereof are not transferred to another party or computer unless all copies of the Update are also transferred to such party or computer; and you acknowledge that any obligation KCC may have to support the previous version of the Software may be ended upon availability of the Update. You agree by your installation and use of such Software Update to voluntarily terminate your earlier License and that you will not continue to use the earlier version of the Software or transfer it to another person or entity. Any Software update is subject to the terms of this License. By installing, copying or otherwise using any such Update, you agree to be bound by the terms of this License with respect to such Update.

C. Exclusions. KCC is not responsible for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which you have authorized KCC to install the Software, nor is KCC responsible for problems that occur as a result of the use of the Software in conjunction with software of third parties or with hardware that is incompatible with the operating system for which the Software is being installed.

D. Limitations. ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. The warranties contained in this section are made in lieu of all other warranties, whether oral or written. Only an authorized officer of the KCC may make modifications to this warranty or additional warranties binding KCC, and any such modifications or additional warranties must be in writing and must be approved by you. Approval shall not be unreasonably withheld.

E. Java™ Support. The software product may contain support for programs written in Java™. Java™ technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java™ technology could lead directly to death, personal injury, or severe physical or environmental damage.

Custom Development

The extract, transfer and load of the Tempe Police Department's PSSI data and replacement RMS data is warranted to function correctly in migrating the existing Tempe criminal history record's information data into the existing COPLINK data warehouse in place at the East Valley Fusion Center/Mesa Police Department. This initial warranty commences upon final acceptance of the data source refresh by the Customer and is for a period of ninety-days.

Customer is advised that not all data contained in the RMS may be migrated, and the data will be analyzed in order to determine if:

1. The data is within the standard data set for a records management system. Some RMS contain non-criminal information, such as details regarding agency employees, personnel information, and similar data that should not be part of a COPLINK system.
2. The data has analytical value in COPLINK. COPLINK is not a records management system and should not be expected to replicate all data in the Tempe PSSI or replacement database.

Tempe data may be converted to match data standards in the existing COPLINK system at East Valley Fusion Center/Mesa Police Department. Some semantic changes may occur as a result, e.g. "drank alcohol" may be converted to "consumed liquor."

Prior to loading Tempe Police Department data into the COPLINK database, Knowledge Computing Corporation staff will conduct a data validation session with Tempe Police Department staff to validate that the data from the Tempe PSSI RMS and the replacement RMS is properly mapped into the COPLINK database schema.

Once the Tempe data has been loaded into the East Valley Fusion Center/Mesa Police Department COPLINK system, KCC will conduct a refresh acceptance test to verify that all refresh functions are occurring correctly (additions, updates, deletions, expungements, etc.). Upon completion of the refresh acceptance testing, the system will become operational.

Training

Knowledge Computing Corporation provides training to selected users. This is a train-the-user class of sixteen hours duration. The topics covered in this class include:

- Overview and design of the COPLINK system.
- Discussion and demonstration of program functions.
- Description of common user errors, their cause and resolution.
- Theory of association and relationship analysis.
- Consolidation rules for the node.
- Data integrity issues and how to address them.
- Proper use of the COPLINK Computer-based training program.
- COPLINK Administration (for selected users)
- COPLINK Program modules (Visualizer, Active Agent, etc.) in use on Customer's system
- Hands-on program use on Customer's operation system.

Additional training sessions of similar composition are priced at \$7,500.00 each.

Schedule 6

Technical Support and Maintenance

Maintenance and Support Services:

KCC will provide the following maintenance and support services during the term of this Agreement:

- (1) Maintenance Services: KCC will provide the customer the following under the Maintenance Program:
 - (a) No-cost telephone support for technical issues. Standard support is available from 8:00 am to 5:00 pm (Mountain Standard Time) on regular business days (holidays and weekends excepted). Enhanced support is available at anytime.
 - (b) No-cost e-mail support for technical issues.
 - (c) No-cost for all published patches and system-wide bug fixes.
 - (d) No-cost updated installation disks and written procedures whenever the Customer system is modified by patches and/or updates.
 - (e) No-cost updated COPLINK self-paced learning program whenever an update is issued. This assumes that Customer has licensed the self-paced learning module.
 - (f) Non-warranty related program errors (once the initial warranty period has elapsed).
- (2) KCC will provide a plan and tentative schedule for resolving any technical support issue:
 - For standard support: within one business day of receipt.
 - For enhanced support: within two hours of receipt.
- (3) Updates: Interim version product updates and software patches to purchased system components will be provided as part of the annual maintenance agreement. KCC support staff will install and configure all patches, program enhancement and updates remotely.
- (4) Ongoing Maintenance: Customer agrees to assume ongoing maintenance fees which will be charged using the following formula:
 - (a) Standard Annual Maintenance, year-to-year: 18 percent of total system cost at the time of system acceptance.
Standard Annual Maintenance, three-year or more agreement, payable annually: 15 percent of total system cost at the time of system acceptance.
Enhanced Annual Maintenance, year-to-year: 36 percent of total system cost at the time of system acceptance.
Enhanced Annual Maintenance, three-year or more agreement, payable annually: 30 percent of total system cost at the time of system acceptance.
 - (b) This calculation shall apply all years that Customer has an annual maintenance contract in place for the KCC Software, subject to standard increases for inflationary adjustments. At the time of maintenance contract renewal, inflationary adjustments, if any, will not exceed the rise in the Consumer Price Index as published by the United States Department of Commerce.
- (5) Customer has the option of switching from standard annual maintenance to enhanced annual maintenance, or from enhanced annual maintenance to standard annual maintenance at the beginning of any maintenance period.
- (6) Customer has the option of switching from year-to-year annual maintenance to three-year annual maintenance, or from three-year annual maintenance to year-to-year annual maintenance at the beginning of any maintenance period.
- (7) The above costs are based on KCC technical support staff having remote access to the Customer COPLINK system node. Lack of remote access will require custom pricing for support and maintenance.

Installation Program

KCC will provide the Customer with a current installation disk for the COPLINK system and instructions for installation. As the Customer's system is upgraded through new releases of the existing programs, a revised installation disk will be provided to Customer at no charge, so long as an annual maintenance agreement is in effect. Such installation disks and instructions shall be of sufficient clarity to provide direction for reinstallation of the COPLINK system from scratch.

Specific Exclusions:

The Maintenance and Support Services provided hereunder shall specifically exclude the following:

- (1) The inclusion of additional functionality and features for the COPLINK system version installed at Customer's site not specifically described in this Agreement, the software requirements statement or in the accepted software.
- (2) COPLINK major version upgrades, new products or additional modules developed by KCC, or those not purchased by the customer under this agreement.
- (3) Changes in or to the underlying data sources that provide information to the COPLINK system via the migration program.
- (4) Any hardware or third-party software not under the direct control of KCC.
 - Technical Support Procedures:
 - Hours of Technical Support: Ordinary Technical support for the COPLINK system is available on regular business days (Monday through Friday, holidays excepted), from 8:00 am to 5:00 pm, Mountain Standard Time. Please note that Arizona does not switch to Daylight Savings Time.
 - Method of contacting Knowledge Computing Corporation: The Customer will identify not more than three (3) staff members from each organization participating in the project who have the authority to make requests for technical support. One alternate person may be appointed who shall have the authority to contact technical support in the absence of or unavailability of the regular contact persons.
 - Methods of Reporting Technical Support Issues: Customer may report technical support issues by:
 - (a) Telephone to the Technical Support Center.
 - (b) A Change Order Request form sent by e-mail to support@coplink.net
 - (c) A facsimile Change Order Request sent to (520) 574-0870 (KCC Fax number).
 - (c) In-person reporting to a KCC technical support advisor, followed up by a Change Order Request form.
 - Technical Support Telephone number: The toll-free number to call for technical support is 877.522.9599
 - Problem Description: KCC technical support personnel will log the technical support call and request sufficient information to determine exactly what type of problem is being reported.
 - Problem Determination: KCC will respond within one business day to all requests for technical support with a plan outlining the process KCC intends to follow to resolve the problem. KCC classifies reported problems as one of four levels. Severity Levels are detailed below:
 - 1) Severity Level 1 (Critical Problem). The System is unavailable, resulting in a critical impact to operations that require fast resolution.
 - 2) Severity Level 2 (Major Problem) Designated users can access the System; however material functions are not available.
 - 3) Severity Level 3 (Minor Problem). Designated users can access the System, and one or more of the less important functions are not available resulting in a minor impact.
 - 4) Severity Level 4 (Minor Problem/Enhancement Request). The impact is insignificant to users, and the Parties agree that problem resolution will require new functionality or an enhancement to be made at a mutually agreed upon date.
 - The description of the Problem Severity Level is found in the following table, along with the

mitigation procedure.

Severity Level	Target Response Time (Normal Business Hours)	Frequency of Report on Issue Status	Target Issue Resolution Time
1	1 hour	Hourly	24 hours
2	1 hour	Daily	48 hours
3	1 day	Every 2 days	5 days
4	2 days	Monthly	As scheduled

- Program Code Error ("Bug") Determination: KCC will attempt to replicate the problem described in the technical support request, following the steps used by the customer. Non reproducible problems will not be considered bugs.
- Problem Resolution: Upon determination that the technical support issue is a program code error, KCC will so report to the Customer and present a mitigation strategy to resolve the problem, along with a tentative time line for problem resolution.
- Report to Customer: Upon resolution of the technical support issue, KCC will provide the Customer with a synopsis of the issue, the findings of the KCC technical support staff, and the final resolution of the problem.
- Program Updates and Upgrades: KCC will provide the customer interim and major version updates and upgrades according to the terms of the initial deployment contract(s) and this Maintenance Agreement.
- Program Patches and Service Packs: Customer will receive any applicable program patches and service packs as they become available. Such patches and service packs will be designated as either "critical" or "non-critical". Customer must install critical patches or service packs to be eligible for continued technical support.
- Updated Installation Program: KCC will provide customer with a revised installation disk for the COPLINK system as these become necessary due to program modifications and additions.