

AN ORDINANCE 2010-09-02-0733

AUTHORIZING A CONTRACT WITH KNOWLEDGE COMPUTING CORPORATION (KCC) TO PROVIDE THE POLICE DEPARTMENT WITH INTELLIGENCE SHARING SOFTWARE INCLUDING INSTALLATION, TRAINING AND MAINTENANCE TO SUPPORT THE REGIONAL FUSION CENTER FOR AN INITIAL ESTIMATED COST OF \$427,357.50 FOR THE FIRST YEAR AND \$49,920.00 ANNUALLY THEREAFTER FOR A PERIOD OF 2 YEARS, FUNDED BY THE SPECIAL INITIATIVE GRANT FROM OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION.

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WHEREAS, the San Antonio Police Department requires the ability to engage in real time criminal justice/intelligence sharing; and

WHEREAS, the proposed software suite will provide a tactical, flexible, line-level product, designed to enhance information sharing within and between local, regional, state and federal law enforcement agencies; and

WHEREAS, this contract will provide the Police Department with the purchase of an intelligence fusion software system, including installation, training and maintenance for the first year; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The contract with Knowledge Computing Corporation, for an initial estimated annual cost of \$427,357.50 and \$49,920.00 annually thereafter for a period of two (2) years utilizing the Special Initiative Grant from the Office of the Governor, Criminal Justice Division, to provide the San Antonio Police Department with an I2 CopLink Suite, is hereby accepted. A copy of the Contract and Bid Tab are attached hereto and are incorporated by reference as **Attachment 1.**

SECTION 2. Payment not to exceed the budgeted amount up to \$427,357.50 for the first year of the contract is authorized to Knowledge Computing Corporation (KCC) and should be encumbered with a purchase order. Funding for the annual support and maintenance cost of the software, after the first will be \$49,920.00 per year for two (2) years and is subject to future budget appropriations.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

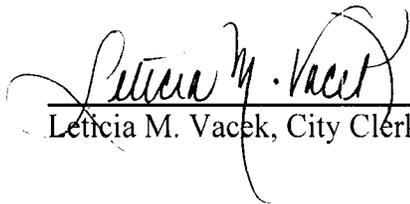
SECTION 4. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this 2nd day of September, 2010.



M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



For _____
Michael D. Bernard, City Attorney



Request for
**COUNCIL
 ACTION**

City of San Antonio

Agenda Voting Results - 8

Name:	8						
Date:	09/02/2010						
Time:	10:21:14 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a contract with Knowledge Computing Corporation (KCC) to provide the Police Department with intelligence sharing software including installation, training and maintenance to support the Regional Fusion Center for an initial estimated cost of \$427,357.50 for the first year and \$49,920.00 annually thereafter for a period of 2 years, funded by the Special Initiative Grant from Office of the Governor, Criminal Justice Division. [Ben Gorzell, Chief Financial Officer; Janie Cantu, Director, Purchasing & General Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				x
John G. Clamp	District 10		x			x	

City of San Antonio Bid Tabulation

Opened: June 6, 2010			
For: Fusion Intelligence Sharing Solution Including Maintenance		Sole Source	
10-115		WF	Knowledge Computing Corporation
			1430 Spring Hill Road, Suite 600
Item	Description	Qty.	McLean, VA 22102-3017 703-409-9856
1	<u>Initial One-Time License, Install & Training Cost:</u>		
a	COPLINK Enterprise Software License	1	
	Price Each		\$196,250.00
	Price Total		\$196,250.00
b	Data Source Integration Services	1	
	Price Each		\$136,550.00
	Price Total		\$136,550.00
c	Project Management Services	1	
	Price Each		\$34,137.50
	Price Total		\$34,137.50
d	Additional Training Services (16 hrs for 15 persons)	1	
	Price Each		\$10,500.00
	Price Total		\$10,500.00
	Initial One-Time License, Install & Training Cost:		\$377,437.50
2	<u>Maintenance & Support Estimated Cost:</u>		
a	Integration Services Maintenance & Support	3	
	Price Each Year		\$20,482.50
	Price Total		\$61,447.50
b	License Fee Maintenance & Support	3	
	Price Each Year		\$29,437.50
	Price Total		\$88,312.50
	Maintenance & Support Estimated Cost:		\$149,760.00
	Total		\$527,197.50
	Total Award		\$527,197.50

ATTACHMENT 1

CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPARTMENT

Issued By: WF
OFFER NO.: 10-115-WF

Date Issued: May 28, 2010

REQUEST FOR OFFER (SOLE SOURCE)
FOR FUSION INTEL SHARING SOLUTION INCLUDING INITIAL MAINTENANCE

PLEASE REVIEW THE TERMS AND CONDITIONS FOR THIS REQUEST FOR OFFER AND PROVIDE YOUR OFFER NO LATER THAN 10:00 A.M., JUNE 2, 2010.

The City of San Antonio Purchasing & General Services Department is willing to assist any sole-source vendor in the interpretation of provisions or explanation of how forms are to be completed. Assistance may be received by visiting the Purchasing Office in Riverview Towers, 111 Soledad, Suite 1100, or by calling (210) 207-7260.

This invitation includes the following:

- Request for Offer
- Terms and Conditions
- Specifications and General Requirements
- Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the sole-source Vendor to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Vendor has read the entire document and agreed to the terms therein.

Signer's Name: Robert Griffin, CEO
(Please Print or Type)

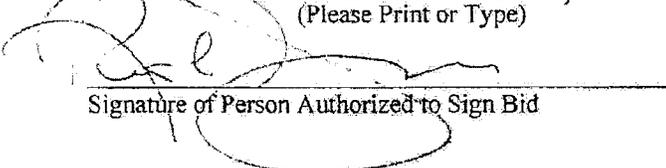
Firm Name: Knowledge Computing Corporation

Address: 1430 Spring Hill Rd, Ste 600

City, State, Zip Code: McLean, VA 22102

Telephone No.: 703-409-9856

Fax No.: 703-921-0196


Signature of Person Authorized to Sign Bid

Email Address: Bob.griffin@k2group.com

Please complete the following:
Prompt Payment Discount: _____% _____ days. (If no discount is offered, Net 30 will apply.)

Please check the appropriate boxes which apply to your company:

Ownership of firm (51% or more):

- Non-minority
- Hispanic
- African-American
- Other Minority (specify) _____
- Female Owned
- Handicapped Owned
- Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: Partnership Corporation Sole Proprietorship Other (specify) _____

Tax Identification Number: 270409461

FOR CITY USE ONLY

AWARD

Items Accepted:	Ordinance No:	Date:	Amount:
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Approved: _____

CITY OF SAN ANTONIO

STANDARD CONTRACT TERMS AND CONDITIONS

READ CAREFULLY

1. GENERAL CONDITIONS

Sole Source Vendor (hereinafter "bidders", "vendors" or "contractors") are required to submit their offer upon the following expressed conditions:

- (a) Vendor shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Vendor shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the offer conditions. No plea of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Vendor is advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any offer, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore Vendor must clearly indicate any portion of the submitted offer that the vendor claims is not subject to public inspection under the Public Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

2. PREPARATION OF OFFER

Offer will be prepared in accordance with the following:

- (a) All information required by the offer form shall be furnished. The vendor shall print or type name and manually sign the schedule.
- (b) Where there is an error in extension of price, the unit price shall govern. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- (c) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this Offer.
- (d) Vendor will neither include federal taxes nor State of Texas limited sales excise and use taxes in offer prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by vendor.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each offer must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

4. EQUAL EMPLOYMENT OPPORTUNITY AND SMALL BUSINESS ECONOMIC DEVELOPMENT (SBEDA) PROGRAM

It is the policy of the City of San Antonio that Small, Minority, African-American and Women Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Vendor agrees that if this offer is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, vendor agrees, by submittal of this offer, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Economic Development Advocacy (SBEDA) Program Policy Ordinance. This clause and policy are available in the City Clerk's Office and the City's Economic Development Department.

5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, vendor shall provide product samples and/or testing of items offered to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within ten days. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the vendor. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, ten days after date of submission.

6. SUBMISSION OF OFFER

- (a) Vendor shall **mail the original offer** in a sealed envelope addressed to Purchasing & General Services Department, Procurement Division in Riverview Towers, 111 Soledad, Suite 1100, San Antonio, TX 78205. The name and address of vendor, the date and hour of the offer due date, RFO number and title of the request for offer shall be marked on the outside of the envelope(s). A copy of the signed original offer shall be faxed to the Purchasing & General Services Department, Procurement Division at Fax No. 210-207-7270 or emailed to William Flint at william.flint@sanantonio.gov.
- (b) By submittal of this offer, vendor certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF OFFER

- (a) The City may reject an offer if:
 1. The vendor misstates or conceals any material fact in the offer; or
 2. The offer does not strictly conform to law or the requirements of the offer;

- (b) In the event that a vendor is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the offer, or if awarded the offer, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent vendor as a result of such contract.
- (c) The City may reject an offer whenever it is deemed in the best interest of the City to do so. The City at its sole discretion may also waive any minor informalities or irregularities in an offer, to include failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF OFFER

Offer may not be withdrawn after the time set for the submission date, unless approved by the City Council.

9. LATE OFFER OR MODIFICATIONS

Offer and modifications received after the time set for the submission date may not be considered.

10. CLARIFICATION TO OFFER SPECIFICATIONS

- (a) If any person contemplating submitting an offer for this contract is in doubt as to the true meaning of the specifications, other offer documents, or any part thereof, he/she may submit to the City Director of Purchasing and General Services, ("Director") on or before seven calendar days prior to submission date, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the offer, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to vendor receiving offer. The City will not be responsible for any other explanation or interpretation of the proposed offer made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this offer must be filed in writing with the Director on or before **seven** calendar days prior to the submission date.
- (b) The City reserves the right to request clarification to assist in evaluating the vendor's response when the offer response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the offer response in any fashion and such information must be provided within **two** days from request.

11. DISCOUNTS

In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

12. AWARD OF CONTRACT

A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the vendor shall result in a binding contract without further action by either party.

13. CONTRACT TERMINATION

TERMINATION-BREACH:

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract, in whole or in part. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any material breach by the vendor.

TERMINATION-NOTICE:

- (b) The City may terminate this contract, in whole or in part, without cause. The City shall be required to give the vendor notice **thirty** days prior to the date of termination of the contract without cause.

TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract, in whole or in part, at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

14. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the offer form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the offer. Unless otherwise specified, delivery at the earliest date is required. The vendor will clearly state in the offer the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the offer.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Request for Offer or the Purchase Order and bears the risk of loss until delivery. If this Request for Offer or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Director. If the delivery instructions contained in the Request for Offer allocate delivery costs and risks in a manner contrary to this section, the provisions of this Request for Offer shall prevail.
- (d) Once the Re-Performance Period has expired and the final result that Delivery has not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible Vendor as determined by the Purchasing & General Services Department.

15. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for

any claims which may be asserted by any third party occurring in connection with the services to be performed by the vendor under this contract and that the vendor has no authority to bind the City.

16. OFFER RESULT REQUEST

Any party who wishes to be provided documents relating to the offer results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

17. PATENTS/TRADEMARKS/COPYRIGHTS

The vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement, trademark, copyrights or any other intellectual property claims on goods and/or services.

18. INDEMNIFICATION

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this contract, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this contract, and shall see to the investigation and defense of such claim or demand at VENDOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

19. INSURANCE

If required, specific insurance provisions will be included in these offer specifications. An original, completed insurance certificate and all applicable endorsements, meeting the requirements set forth in these specifications, **must be submitted within 10 days of a request from the City.** The vendor must maintain, at all times during performance of the contract, the insurance detailed in these offer specifications. Failure to provide these documents may result in disqualification of the offer, or cancellation of the contract, after award.

20. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

21. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED

WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

22. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department and signed by both the Vendor and the City.

23. ASSIGNMENT

Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void and shall confer no rights upon any third person.

24. SOLE SOURCE EXEMPTION

Local Government Code chapter §252.022 allows an exemption from competitive bidding for purchases considered to be "Sole Source" or a purchase for good or service available from one vendor only. By accepting the terms and conditions of this request, vendor acknowledges and makes claim to be a sole provider of requested products or services.

Vendor must provide a statement describing the proprietary nature of the good or service as well as a statement that no other like good or service is available. This statement shall be submitted, along

with the offer, on company letterhead and be signed by an authorized representative of the company.
(ATTACHMENT A)

25. QUESTIONS

Questions regarding interpretation of offer, offer results or offer awards should be directed to the Purchasing & General Services Department at (210) 207-7260.

SPECIFICATIONS AND GENERAL REQUIREMENTS

PERIOD OF CONTRACT: The City's term of service shall be for the period beginning one year from the date of the purchase order for the initial purchase of licenses and terminating twelve (12) months from said date, to include maintenance and support. The City reserves the right to extend for up to two (2) one (1) year periods after the initial maintenance and support period has ended.

City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Director of Purchasing & General Services or her designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

SCOPE: The City of San Antonio is soliciting offer for fusion Intel sharing solution including initial maintenance.

STANDARD REQUIREMENTS:

1. Vendor must prove beyond any doubt to the City Purchasing Administrator that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
2. When contractor cannot abide by terms and conditions in fulfilling the contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the City reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.
3. The Annual Contract shall include the following terms and conditions:
 - a. An Annual Contract purchase order will not be issued for each City agency authorized to place orders against this annual contract. A contract purchase order will be issued per order. Vendor must have the Contract Purchase Order before making any delivery. Payment will be made by the City on a monthly basis.
 - b. All invoices must be submitted in duplicate and show each purchase order number and corresponding City agency. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then list prices, discounts in terms of percentage, and net prices must be shown. If prices are based on list prices basis, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment is deemed to be made on the date of mailing of the check.
 - c. Vendor' facilities and equipment may be a determining factor in making the offer award. The Vendor may be subject to inspection of their facilities and equipment.
4. Price must remain firm for the duration for the contract period.
5. The City's Request for Offer (RFO) will govern over any other agreement associated with this contract.

INSURANCE REQUIREMENTS:

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Purchasing & General Services Department, which shall be clearly labeled "FUSION INTEL SHARING SOLUTION INCLUDING INITIAL MAINTENANCE" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Purchasing & General Services Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you.	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Professional Liability (Claims-made	\$1,000,000 per claim, to pay on behalf of

basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
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D) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
 Attn: Purchasing & General Services Department
 P.O. Box 839966
 San Antonio, Texas 78283-3966

E) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

F) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

G) .In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

H) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

I) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

K) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

FUNDING OUT CLAUSE:

In the event that through no action initiated by the City of San Antonio, the City's legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, the City of San Antonio shall, 30 days prior to the beginning of the fiscal year for which funds are not appropriated, send the vendor written notice stating that the City of San Antonio failed to appropriate funds.

VENUE, JURISDICTION AND ARBITRATION

For any dispute or claim arising under the award of a contract for this proposal, venue shall be in Bexar County, Texas, and the laws of the State of Texas shall apply. The City will not contractually agree to engage in binding arbitration and will not contractually agree to relinquish its right to a trial by jury.

INTELLECTUAL PROPERTY

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware, both the program(s) and the hardware or any other intellectual property infringe upon any United States or International patent, copyright or trademark Respondent will immediately:

1. Either:

- a) obtain, at Respondent 's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or,
- b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

- c) reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.
2. Respondent further agrees to:
 - a) assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent, copyright, trademark or any other intellectual property rights arising from the use and/or sale of the equipment or software under this Agreement,
 - b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
 - c) indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

1. Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,
2. the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,
3. the liability claimed shall not have arisen out of the City's negligent act or omission, and
4. the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

UNDISCLOSED FEATURES

CONTRACTOR warrants that the code and software provided to the City of San Antonio under this agreement does not contain any undisclosed features or functions that would impair or might impair the CITY'S use of the equipment, code or software. Specifically, but without limiting the previous representation, CONTRACTOR warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This Agreement shall not now nor will it hereafter be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. CONTRACTOR specifically disclaims any unilateral self-help remedies

OWNERSHIP AND LICENSES

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFO, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

CERTIFICATIONS

Respondent warrants and certifies that Respondent and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

STATUTORY REQUIREMENTS

Exceptions to the following provisions by Vendor and/or their agent will result in rejection of Vendor's offer.

Sections:

Venue, Jurisdiction and Arbitration
Intellectual Property
Undisclosed Features
Ownership and Licenses
Certifications
Insurance Requirements
Indemnification Requirements

PRIORITY OF DOCUMENTS PROVISION:

In the event of a conflict in the provisions of this document and any other document attached or added and agreed upon subsequent to the submission of this document, at any time during the evaluation process or during the performance of the agreement or extensions, the provisions of this document shall control, regardless of any term or condition stating otherwise. When conflicting provisions occur, the order of priority in resolving these provisions shall be as follows:

This Document

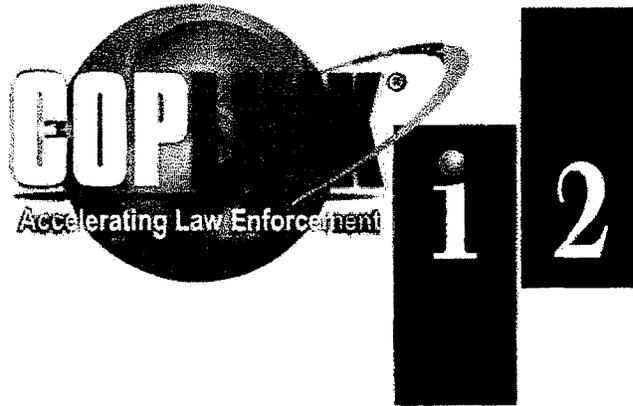
All other vendor required documents, Service Level Agreements, and Statements of Work.

SPECIFICATIONS:

Proposal attached for San Antonio Regional Intelligence Center. **The Vendor will engage with the City's Information Technology Services Department (ITSD) to establish a Statement of Work that both parties agree to in order to integrate the CopLink software solution into the City's IT infrastructure prior to project work commencing.**

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Response to Request for Proposal



For: San Antonio Regional Intelligence Center, Texas

Prepared by: Knowledge Computing Corp.

Date: April 15, 2010

**TECHNICAL PROPOSAL
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PROPOSAL

Introduction

Knowledge Computing Corporation ("KCC") would like to take this opportunity to respond to the City of San Antonio's ("City") Request for Offer for 10-115-WF for Fusion Intel Sharing Solution Including Maintenance issued May 28, 2010. Knowledge Computing Corporation is the sole source provider for COPLINK software and is the affiliate company of i2, Inc. ("i2"), located in McLean, Virginia. For the purpose of this effort with the City, i2 will manage all aspects of this awarded engagement with the City comprising of Software delivery, Project Management, Contract negotiations and Invoicing. KCC will provide the hands on expertise with the implementation and oversight of the engagement so the City will be given "first hand" knowledge of the COPLINK products and services.

Understanding the Project

The criminal justice agencies in the San Antonio Regional Intelligence Center metro region face a problem similar to that faced by most other agencies across the country. This problem is one of information sharing. The issue of law enforcement information sharing has taken on new impetus since the United States began the war on terror in 2001.

Law enforcement officials have long recognized the fact that crime is chiefly a local problem, with occasional – but often significant – exceptions. The growth of the population and the ever-increasing concentration of people into urban areas create additional challenges that confront law enforcement agencies related to both size and geography. Many jurisdictions that were isolated thirty years ago now adjoin their neighboring communities.

In our increasingly mobile society, part of the criminal element has found a way of eluding detection and apprehension simply by moving around. Adjacent or overlapping law enforcement jurisdictions have known this for a long time; cooperation and communication between the line-level personnel in different agencies are the rule, rather than the exception. However, until recently, such information sharing was cumbersome, time-consuming and often a matter of luck. Conversations over the proverbial cup of coffee were often the starting point for joint investigations, or chance remarks made at a law enforcement seminar revealed similar crime patterns or suspects in jurisdictions many miles apart.

The rise of automated digital information systems in the past thirty years has laid the groundwork for more structured and routine information sharing. Many records management systems (RMS) used by law enforcement today were originally designed to provide statistical information. These often very expensive systems automated "number crunching" processes that detailed the activity of an organization. Management reports and administrative processes were important considerations in selecting the "right" RMS. Sadly, too little attention was given to such tasks as using the information in the RMS to solve crimes.

Our proposed COPLINK Solution Suite will provide the participating justice and law enforcement agencies in the San Antonio Regional Intelligence Center area the ability to share with each other the information in their case and records management systems, jail management systems and other information systems. Once this data is collected and integrated into a single data repository, it is possible to provide a robust set of "business intelligence (BI)" tools that can analyze the data in those systems across jurisdictional boundaries.

Most law enforcement agencies have experienced patrol officers and investigators that are the "go to" individuals when it comes to identifying criminals. These long-service officers are part of the institutional memory of the organization. They know their constituents; they know the criminals, their *modus operandii*, their associates and their vehicles. They can often generate a



possible suspect from even the sketchiest description. COPLINK was designed to formalize this institutional memory and make it available to the entire agency or region. Unlike officers and detectives, COPLINK does not forget, does not have a "bad" day and does not take vacation. It allows both first responders and follow-up investigators to use the full institutional memory to identify criminals and close cases more quickly. COPLINK combines efficiency and effectiveness in an easy-to-use tool set that even a novice can learn and apply quickly to help them in their job – COPLINK accelerates law enforcement.

The COPLINK tool set utilizes advanced artificial-intelligence based concepts to accelerate the investigation, analysis and reporting functions of each agency. The goal of such a system is to reduce the crime rate by identifying those repeat offenders that are responsible for the majority of serious crimes. Once identified, these offenders are targeted by traditional law enforcement processes that surveil, arrest, prosecute and incarcerate them. Fewer criminals on the street means fewer crimes.

In addition to providing the software to enable both line-level and strategic crime reduction strategies, KCC will provide the necessary third party computer software. Our nationwide experience with law enforcement jurisdictions of all sizes allows us to provide a set of components that will serve the needs of the San Antonio Regional Intelligence Center agencies today and provide room for growth. KCC will also provide the installation, integration and implementation services required to bring all of the data sources together.

The COPLINK Solution Suite is a set of loosely coupled components that can integrate tightly to provide the required functionality. Designed as a modular set of solutions, COPLINK components can be added at any time to meet changing agency requirements and budget resources. Designed using "open" software standards, COPLINK operates in both the Windows and Linux environments. The program is accessed by users through a web browser interface (any web browser will work with COPLINK). The program loads a thin client on each user workstation in order to improve the query response performance; however, all program updates, patches and enhancements are loaded at the server level. There is no requirement to "touch" each workstation whenever an update or enhancement to COPLINK is published. Once on the server, the latest functionality is immediately available to all users.

COPLINK operates on either Oracle or Microsoft SQL Server relational database management systems (RDBMS). Our development platform is Microsoft SQL Server, and that is the RDBMS we propose to include in this project.

While the COPLINK software has tremendous capabilities, without proper user training the power of the program is underutilized. Our training program is designed to acquaint the user with the basic program components and use the program to identify investigative leads and solve crimes by the conclusion of the class.

As part of our continuing commitment to our customers, KCC provides a comprehensive technical support and maintenance program. The maintenance program provides software assurance to our customers, providing them with the latest updates and software patches for the entire COPLINK Solution Suite. In addition, KCC offers as part of the maintenance package our Remote Administration Monitoring program (RAM). This program monitors the entire COPLINK system and reports on a regular basis to our technical support staff. Any issues that arise with the COPLINK software, data integration processes, or hardware are reported. The technical staff can then proactively deal with these issues, ensuring that the system is available to the end users.

COPLINK was designed in close cooperation with line-level law enforcement personnel. KCC considered input from patrol, investigations, crime analysis and management staff in the development process to ensure that this would be a useful tool at all levels of law enforcement. Constant feedback from our user community allows KCC to enhance the program based on the



wants and needs of the users, not on the desires of technicians with limited domain experience. The KCC staff includes several retired law enforcement personnel. Together, the combined domain experience of our staff approaches two hundred years. This experience includes almost every aspect of law enforcement, from patrol to complex investigations, crime analysis and management. Our staff reviews the COPLINK program constantly, evaluating requests from user community and prioritizing those deemed most needed for inclusion in future updates and releases.

Our domain experts also serve as quality assurance reviewers. Every data set analyzed by our engineering staff is reviewed by at least three different domain experts before it is exposed to the customer for data validation. This means that many issues are resolved before the actual data validation sessions. The result is faster deployment and a better data set for the end users. We know of no other software company that provides this level of domain expertise and uses it to provide a superior law enforcement tool.

Products and Services

The COPLINK Solution Suite is a tactical, flexible, line-level product, designed and produced by KCC to enhance information sharing within and between local, regional, tribal, state and federal law enforcement agencies, in accordance with each agency's sharing priorities, policies and all applicable laws. Data sets are designed to be NIEM compliant, OneDOJ and ICEPIC interoperable and N-DEX "push" ready.

COPLINK is based on Internet-browser technology. KCC recommends COPLINK operate within a secure law enforcement communications network, such as a dedicated private network, a Virtual Private Network (VPN), or an Intranet.

In addition COPLINK uses data compression when transmitting information. Users are authorized through a combination of passwords and authorized user tables. Users can be assigned to groups that have different levels of access to information. COPLINK also has full audit capabilities.

The COPLINK Solution Suite also provides a separate set of administrative tools designed for use by the system administrator. Accessed through a similar log on procedure to that of the user programs, the administrative tools are a separate program. The administrative tools allow system maintenance, user additions and deletions, audit functions, password maintenance, and look-up table modifications. COPLINK security functions and features comply with the Department of Justice CJIS security policy on law enforcement information systems.

Designed with modular "plug and play" components, the system can be tailored to individual agencies' needs. The suite can also be quickly modified to keep pace with changes in individual agency requirements, over time.

COPLINK Program Components:

The proposed San Antonio Regional Intelligence Center COPLINK node will be a system that integrates information from a variety of disparate systems of record and provides the contributing agencies with a streamlined way of retrieving, managing and analyzing criminal history records information (CHRI), criminal intelligence information (CII) and suspicious activity reporting (SAR). To that end, KCC has selected the following COPLINK Solution Suite components for inclusion in the project:

COPLINK Base Program: This is the basic installation for the COPLINK System. It includes the COPLINK Migration Engine, the COPLINK Administration Program, the COPLINK Detect standard module, COPLINK data set, and the graphical user interface. Also included in the basic installation is training for the customer systems administrator, a "train the trainer" session for



end users, as well as mapping and data migration for one standard records management system.

Each COPLINK node can contain data sets from multiple agencies and data sources. A COPLINK data set is created when a records management system or other data source that is mapped and migrated into a COPLINK node. A standard data source is a records management system installed and supported by a vendor with whom COPLINK has an agreement to cooperate, or a vendor that the customer will influence to cooperate with COPLINK. A non-standard data source includes all systems that are not SQL 92 compliant, such as VSAM, ADATABASE, Flat Files and hierarchical databases. Data sources are mapped and migrated as part of the initial installation and automatically updated on a scheduled basis. Additional data sources can be included in the COPLINK node data set through subsequent system updates.

COPLINK provides ongoing product enhancements and technical support services. The cost is 18 percent of the total system cost for year-to-year maintenance, or 15 percent of the total system cost, per year, if a three-year agreement is concluded. Maintenance service contracts are payable annually, in advance.

COPLINK® Migrator – The Migrator is part of the basic COPLINK information sharing system. It is the extract, transfer and load (ETL) mechanism of the COPLINK Solution Suite and employs various XML formats to migrate and refresh the COPLINK data warehouse with the data from the underlying disparate records systems.

COPLINK Detect™ – A web-based, graphical user interface that permits queries on a consolidated data set that contains all information an authorized user is permitted to access. The information accessed by the program is the shared data from the various contributing agencies. COPLINK Detect includes an artificial-intelligence based analytic component. COPLINK Detect can assist in tactical lead generation even when minimal suspect information is available.

COPLINK® Administration – The Administration program is a stand-alone program that permits selected system administrators to control security; add, delete and modify users and groups; and manage the day-to-day functions of the COPLINK program. The program is provided as part of the basic COPLINK information sharing system.

Add-on Modules:

COPLINK Active Agent™ – The Active Agent is an add-on module for COPLINK. It enables a user to set a query that automatically compares incoming data with the query parameters set by the user. If a match is found, the user is notified through a variety of user-selectable methods. COPLINK Active Agent also permits a user to share their queries (or not, depending on the investigation). This can quickly bring together different investigations in the same agency or separate agencies. It also allows for deconfliction.

COPLINK® Incident Analyzer – The COPLINK Incident Analyzer program module is an add-on module that provides the COPLINK user the ability to use geo-mapping features to query and analyze the data in the COPLINK data warehouse. The program uses ESRI MapObjects JAVA or ArcGIS Server as the underlying software and widely available SHAPE files (a separate ESRI license is required and is included in the proposal pricing). In addition to the mapping functions, the program incorporates a variety of analysis tools, including a temporal/spatial analysis capability.

COPLINK® Adaptive Analytical Architecture – (A3) allows information sharing initiatives to scale across multiple jurisdictions regionally, statewide and nationally, by connecting to other COPLINK nodes, as well as other systems such as ONEDOJ, ICEPIC and N-DEX. Powerful entity resolution, tactical lead generation, visualization and analytic functions of COPLINK occur on a per session basis without permanently extracting data from any source connected through A3. This accommodates federal, state and local laws, as well as privacy concerns, while providing



enhanced 28 CFR Part 23 compliance. A3 also enables queries and analysis of databases that must be segregated from a COPLINK node for technical, legal or policy reasons. Advanced query processing permits rapid, simultaneous search across multiple segregated sources and/or warehouses. Legacy technologies such as State DMV systems or federal criminal information systems, that do not use relational database management systems as their underlying platform, can also be queried and analyzed through A3 without compromising speed, or requiring expensive hardware enhancements.

COPLINK® Intel L.E.A.D. – is a data entry module for analysts investigating individuals or groups suspected of criminal or terrorist activity. A user enters information from active investigations into a segregated database. The system then continuously searches across all databases in the COPLINK node to identify relationships and patterns relevant to the investigation. In addition, analysts have the ability within Intel L.E.A.D. to force associations among people, locations or other objects like vehicles based on empirical knowledge. Intel L.E.A.D. is compliant with Federal regulation *28 CFR Part 23* that governs criminal intelligence systems. It supports defined data retention periods, log retention reviews and captures the reason for retention. Transaction logs allow audits to measure agency or individual user compliance. Intel L.E.A.D. also alerts the system administrator when records are approaching retention deadlines. If no action is taken to update or review a record to justify retention, the record is automatically deleted and a deletion entry is recorded in the transaction log.

COPLINK® ACT – COPLINK ACT (Activity Correlation Technology) is designed to aid Law Enforcement in monitoring suspicious activities around critical infrastructure, and other areas that may require monitoring. ACT automatically reviews reports from multiple sources and sends alerts if a person, vehicle, or another associated object is found within a set perimeter of critical infrastructure or monitored area. COPLINK ACT uses sophisticated pattern matching algorithms to connect incidents that when examined separately may not seem suspicious. COPLINK ACT is the only technology that offers automatic suspicious activity reporting (SAR); other products require that the reporting officer recognize suspicious activity at the time of the incident. With COPLINK ACT, it is possible to monitor for suspicious activity across multiple COPLINK nodes. This is done by identifying critical infrastructure areas in all COPLINK node jurisdictions that wish to participate in SAR monitoring. When an incident occurs in a buffered area on one node, the local node queries all other connected nodes for their buffered area Detect Associations. Results are combined and processed locally. If a match is found, a SAR is generated that can optionally be sent back to the other participating node whose data matched the original query pattern, as well as other participants. A SAR XML document is generated, which is sent to local/state fusion centers for further action.

Configuration and Architecture:

KCC will work with the individual agencies and information system vendors to provide a useful, fully functional system that also provides a high level of return-on-investment to the user agencies. KCC has an established working relationship with IBM and TriTech, Inc. We anticipate no issues with the RMS, JMS or CAD vendors. Further, KCC will work with the State of Texas to extract the appropriate data from the TDEX statewide database on an as-needed basis, but not house that data within the San Antonio Regional Intelligence Center COPLINK system.

The KCC team brings an extensible, scalable and robust solution, implemented by a fully tested and developed software solution and following a well thought-out plan for early delivery. To provide future flexibility, the solution will be built using a set of loosely coupled components that communicate using Web Services and XML based on the evolving national standards such as the Global Justice Extensible Markup Language (XML) Data Model (GJXDM), NIEM, LEXS

2.0/3.0 and higher. KCC designed the component-based architecture using a layered approach that separates the user interface, interface management, process control, query services, data management, and data storage. This open standards approach allows customization of the components to suit specific user requirements now or in the future.

The core functionality of the envisioned Solution shown in Figure 2 is at a high level of abstraction in order to focus on the primary functions. The main components of the Project are:

- Information extraction, transfer and load into a consolidated data set using XML.
- Consolidated criminal history records information data storage in a NEIM-compliant system.
- User query and information retrieval in a secure environment.
- Advanced, artificial intelligence-based analysis.

With COPLINK, law enforcement and intelligence agencies can tailor their information sharing and crime analysis initiatives using existing components from technologies they already use. This allows participating agencies to create a seamlessly integrated solution without incurring the disproportionately high cost of untested, custom solutions.

Additional data sources can be added to the COPLINK system at any time. The process is identical to the integrating the initial data set. KCC is recommending hardware components that will accommodate expansion of the system.

The COPLINK system has been thoroughly tested to evaluate its query performance. KCC developed a series of tests to simulate a variable number of simultaneous users. The chart below shows the affect of five hundred simultaneous users performing a COPLINK query.

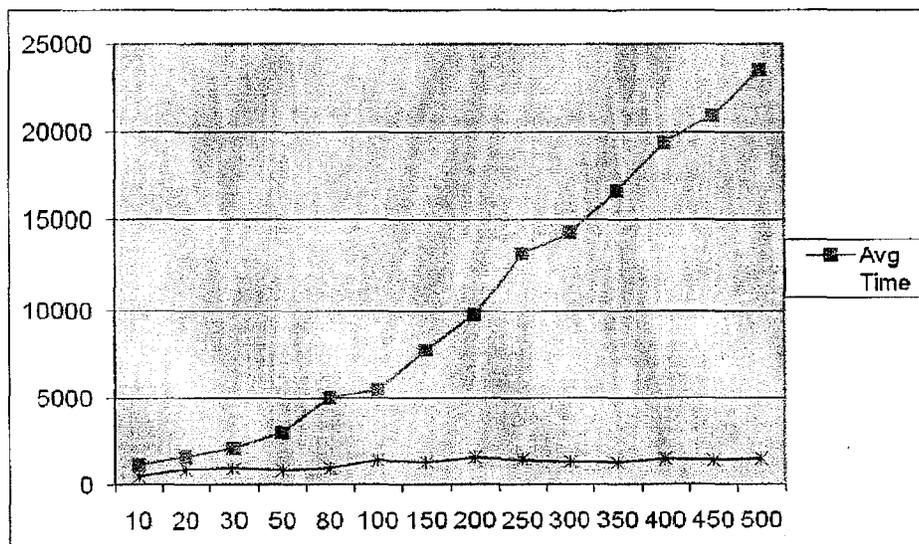


Figure 1: The x-axis shows the number of simultaneous queries. The x-axis shows the response time in milliseconds. The "Avg Time" is the total response time to the user workstation; the "Avg DB" is the time spent by the database query.



COPLINK Architecture

Note: Session specific encryption key generation is handled by the COPLINK software using Java to create up to 512-bit encrypted links for all COPLINK network traffic.

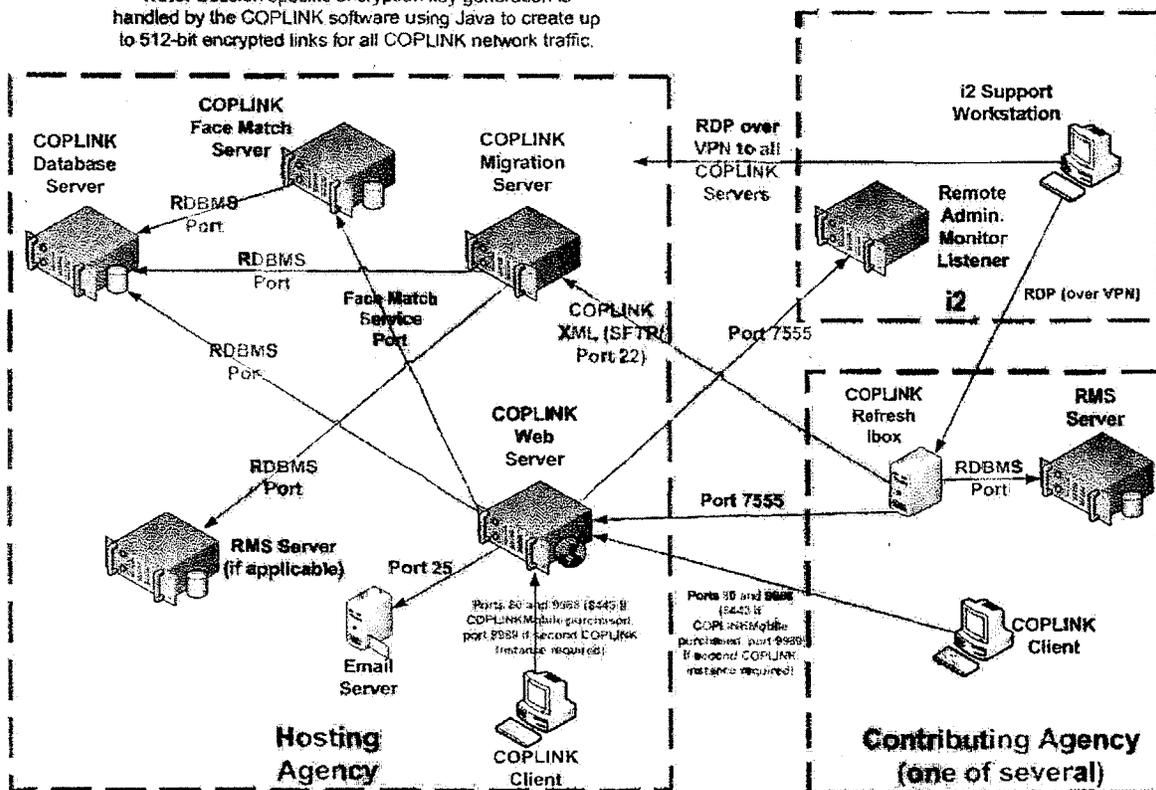


Figure 2: High-Level View of San Antonio Regional Intelligence Center COPLINK Project

User Interface ("front-end") Search Functionality:

The COPLINK graphical user interface (GUI) allows users to conduct queries on persons, organizations, locations, incidents, weapons, vehicles, telephone numbers, securities and property. The interface uses common Microsoft Windows™ and Internet functions. The GUI is navigated by using a keyboard or a pointing device such as a mouse or trackball. Information is returned to the user in a logical format that can be sorted in a variety of ways to suit the demands of the query. COPLINK is compliant with Section 508 of the American Rehabilitation Act for alternative access by disabled persons.

Underlying the COPLINK user interface is a comprehensive database that receives, sorts, consolidates, indexes, and stores data from the disparate data sources. COPLINK employs data compression and encryption when sending information to the end users. The users themselves gain access to the system through a combination of initial authorization and secure passwords for each user session. The password can be altered by the individual user, or changed to a default by the system administrator.

COPLINK also provides the user with a history of queries conducted during that session. This history is displayed in a tree configuration in a separate window in the main user screen. Each session history can be saved for use in the future, or shared with other investigators using the COPLINK system. This allows an investigator to hand-off an investigation to another person without requiring a repeat of the previously conducted queries.



Because individual law enforcement agencies use many different formats for categorizing their data, especially in such areas as crime types, descriptions, vehicles and property, COPLINK adopted a "standard" to which such data is mapped. The COPLINK standards are based on UCR, IBRS or N-DEX crime types, ISO, NCIC 2000 descriptors for persons, vehicles, property, weapons, etc. By mapping the disparate systems that contribute data to a COPLINK Node to an established standard requires the user learn only one format, rather the multiple formats that may be found in a federated query system.

The COPLINK user interface employs web-based technology to allow users to conduct queries on persons, organizations, locations, incidents, weapons, vehicles, and property. The interface uses common Microsoft Windows™ and Internet functions. The users access the program through a web browser (any web browser will work). When accessing the COPLINK application the program invokes JAVA WebStart to load a thin client on the user's workstation. All program updates occur on the COPLINK Application Server and are automatically promulgated to individual user workstations; there is no need for the system administrator to "touch" each workstation.

COPLINK can be navigated by using a keyboard or a pointing device such as a mouse or trackball. Most of the basic commands have function key equivalents so the user can make use of the program without a pointing device.

When the COPLINK program is started, the default display is a Person Search form. A search mode may be selected by clicking on the tabs across the top of the search form, or may be selected from the menu bar under the View option. The COPLINK program allows a search on a person using any of the parameters listed in the search form. This means that a person's physical description can be searched to generate a list of possible matches, as demonstrated in the next two figures.

System Description:

The vision for the COPLINK Solution is a system that will facilitate the efforts of the contributing public safety agencies to extract timely criminal history records and intelligence information for their personnel while continuing to meet the evolving requirements and expectations imposed on it. It includes a contemporary architecture that maximizes and encourages the use of current and emerging technologies. The architecture embraces open systems and Web-based technology for access to critical law enforcement/criminal justice information, while retaining the necessary level of security to protect the information from unauthorized access.

KCC will work with the individual agencies and RMS vendors to provide a useful, fully functional system that also provides a high level of return-on-investment to the user agencies. The KCC team brings an extensible, scalable and robust solution, implemented by a fully tested and developed software solution and following a well thought-out plan for early delivery. KCC has experience working with all of the major records management system (RMS) vendors in the U.S. and Canada.

Because individual law enforcement agencies use many different formats for categorizing their data, especially in such areas as crime types, descriptions, vehicles and property, COPLINK adopted a "standard" to which such data is mapped. The COPLINK standards are based on UCR crime types and NCIC 2000 descriptors for persons, vehicles, property, weapons, etc. By mapping the disparate systems that contribute data to a COPLINK Node to an established standard requires the user learn only one format, rather the multiple formats that may be found in a query broker system. Since COPLINK is not designed to provide statistical crime reports to the FBI, agencies using the newer Incident-based Reporting (IBR) need not modify their process; they can continue to use the underlying RMS to prepare annual crime reports.



Data is loaded onto the COPLINK database from systems of record (RMS, CAD, JMS) that have been mapped to the schema employed by COPLINK. The data is refreshed on a schedule determined by a combination of customer wishes and available technology. Most modern relational database systems have features that allow for updates in the one to five minute range.

The migration process also requires an intermediary server at each agency that is sending data to COPLINK. The intermediary server, or 'i-box' acts as an additional buffer against intrusion into operational systems of record, and it also provides a staging area for the data from the contributing system. Many RMS/JMS vendors prohibit KCC from installing any software on their operational system to assist in the migration refresh.

Software Description:

In addition to the COPLINK applications, there are third-party software components required for the system to operate. These components are:

1. Microsoft SQL Server 2008, the relational database management system (RDBMS). This will be provided by KCC.
2. Microsoft SQL Server Express. This is the database used on the intermediary servers. The software is provided by KCC.
3. JAVA run-time environment (JRE). This is a free download from Sun Microsystems. It is required on each user workstation.
4. Apache Foundation Tomcat. This is an applet server provided by LCC.
5. ESRI mapping software if the San Antonio Regional Intelligence Center does not have ESRI ArcGIS Server 9.3.

Hardware & Network:

1. **COPLINK Database Server.** This server houses the COPLINK database and the proprietary programs that migrate information from disparate sources. The system recommended for the San Antonio Regional Intelligence Center area is as follows:

*DELL Systems PowerEdge R610
2 Xeon E5550 CPU, 2.66Ghz
32GB RAM
2 146GB 15K HDD configured as Raid 1
Windows Server 2008 Standard x64
Redundant power
5-year ProSupport 4 hour response, 7 x 24 x 365 Onsite*

2. **COPLINK Web Server.** The Web Server houses the COPLINK user interface, the administration tools and the ESRI MapObjects JAVA software if the customer has purchased the GIS-mapping software component of COPLINK and does not have an ArcGIS Server.

*DELL Systems PowerEdge R610
2 Xeon E5550 CPU, 2.66Ghz
4GB RAM
2 146GB 15K HDD configured as Raid 1
Windows Server 2008 Standard x64
Redundant power*



5-year ProSupport 4 hour response, 7 x 24 x 365 Onsite

- 3. COPLINK Migration Server.** The Migration Server houses the COPLINK extract, transfer and load tools (COPLINK Migrator). This server processes incoming data from external data sources and prepares it for consolidation and insertion into the COPLINK database.

*DELL Systems PowerEdge R610
2 Xeon E5550 CPU, 2.66Ghz
4GB RAM
2 146GB 15K HDD configured as Raid 1
Windows Server 2008 Standard x64
Redundant power
5-year ProSupport 4 hour response, 7 x 24 x 365 Onsite*

- 4. Disk Storage Array.** This holds and manages the hard disks that comprise the COPLINK data warehouse. Storage capacity is sized to allow adequate expansion room for data and additional agencies.

*DELL Power Vault MD1000
30 300GB 15K HDD
Dual HBA controller
Installation included
(configured as Raid-50 for optimal performance, ~4TB usable storage)*

- 5. Intermediary Server.** A COPLINK intermediary machine or (I-box) is located within the contributing agency's network and performs functions required for refreshing an agency's data, retrieving the most recent data changes and sending them via encrypted XML to the COPLINK Migration Server. The I-box is usually only a desktop quality machine; however, for more resource intensive migration processes such as a complete database level delta, a 1U server may be necessary.

I-boxes run KCC migration software and typically utilize a free version of a DBMS software package (such as MSSQL Server Express) for data access and processing. It is the agency's responsibility to maintain the connectivity to the hardware, including applying operating system updates and restarting services if a system restart has occurred for any reason.

I-box specifications:

*CPU: Intel® Pentium® Dual Core Processor E2220 (2.4GHz, 1M, 800MHz FSB) or higher
Memory: 4 GB
Storage: 80GB 10K RPM SATA
OS: Windows XP Pro, Vista, 7*

- 6. Network Infrastructure.** COPLINK uses standard TCP/IP for communication. The establishment of a COPLINK Solution Suite presupposes an existing network or that a network will be implemented to allow communication between all contributing and querying agencies. High speed networks (optical fiber, etc.) and robust user workstations will provide superior performance.



7. **User Workstations.** Each user workstation is connected to the network. KCC recommends at least a 1.4 GHz Pentium 4 class machine with 1 GB of RAM. Video requirements are a color VGA display with 800 by 600 lines resolution. Higher resolutions are preferred for optimal display performance. Users employing Incident Analyzer and other graphic-intense interfaces may require more robust hardware.

Database Architecture:

The COPLINK database operates on either Oracle or Microsoft SQL Server RDBMS. It is a fully compliant SQL-92 database designed to capture law enforcement information. The COPLINK Solution Suite is fully compatible with GJXML, LEXS 2.0/3.1 and other subsets of NIEM XML data. The COPLINK migration process can accept and integrate any XML data. The COPLINK program can also export any query results in GJXML. The COPLINK interface to external data sources such as OneDOJ and ICEPIC utilizes the more advanced LEXS 2.0/3.1 interface to permit a bi-directional query.

Connection to Other COPLINK Systems:

The regional system ("node") concept behind COPLINK allows interconnectivity between any COPLINK with any or all other nodes. The barriers to this information sharing are policy and political issues, not technical. An inter-node connection can be stood up in a matter of hours once the necessary intergovernmental agreements or memoranda of understanding are in place. The inter-node connectivity is included in the base product and federated queries can be conducted at no additional cost. To consolidate results from disparate COPLINK systems, the A3 module is required. In the State of Texas, there multiple COPLINK systems available and forecasted for inter-node connection:

- Houston Fusion Center
- Austin Regional Intelligence Center (on-line 2010)
- El Paso Fusion Center (on-line 2011)
- Dallas Fusion Center (on-line 2011)



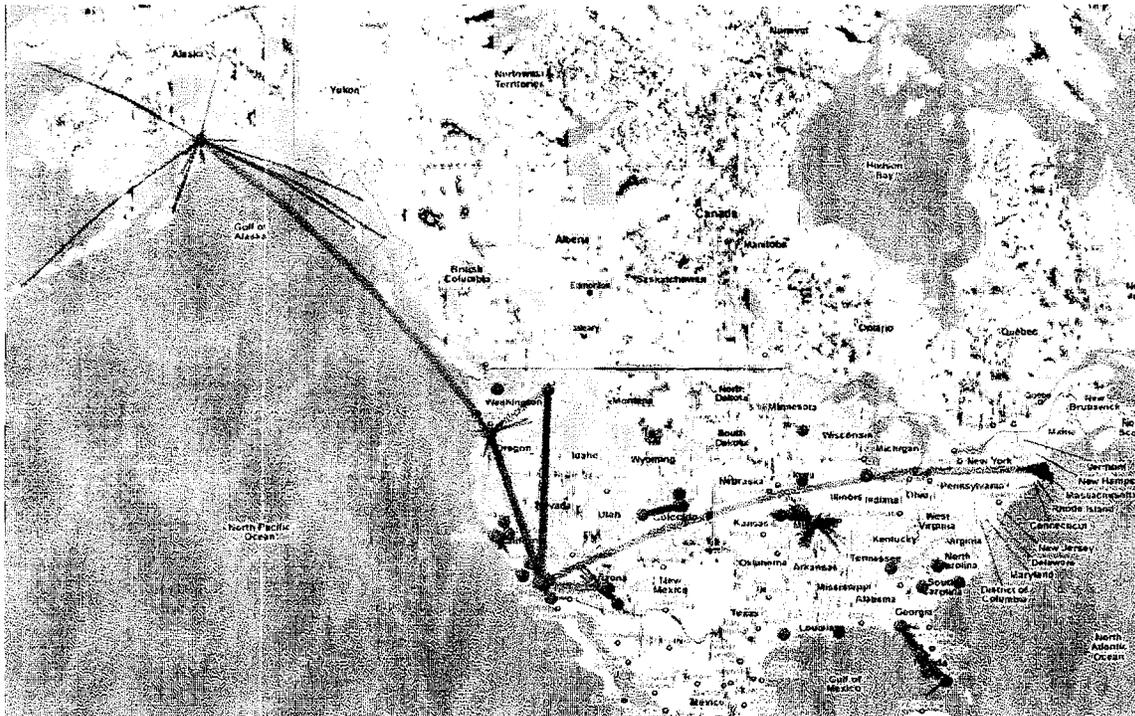


Figure 3: COPLINK nodes showing inter-node connections. Due to the scale, the three systems in Los Angeles County (CA) are shown as a single system.

With the advent of statewide COPLINK systems in Alaska, Arizona, California, Colorado, Massachusetts, Florida and Missouri the information available for sharing among law enforcement jurisdictions is growing steadily. COPLINK systems typically contain far more than simple incident and arrest information. They are replete with field interviews, traffic citations, and miscellaneous incident information that are not part of the current NDEx deployment. The experience of the users of COPLINK is that it is these low-level police contacts that provide such a wealth of information for investigation.

Crime is chiefly a local problem, with occasional (but significant) exceptions. While the majority of criminal inquiries into a COPLINK system will be for local persons, an increasing number of serial criminals are becoming highly mobile. Every jurisdiction can tell tales about the serial murderer, serial rapist, travelling burglary rings or scam artists that move about the country like itinerant laborers. COPLINK can help identify these people and stop their depredations.

System Pricing

These prices are for budgeting purposes only.

San Antonio Regional Intelligence Center PD COPLINK Solution Suite

This Proposal lists the costs for acquiring a COPLINK Solution Suite node and integrating the **San Antonio Regional Intelligence Center** Police Department records management system. This includes the option of either one year or three years of technical support and software maintenance.

Project Cost Summary			
Description	Qty	Price	Subtotals
COPLINK Software Licensing (Enterprise)			\$196,250.00
Data Source Integration Services			\$136,550.00
Services:			
<i>Project Management</i>	1	\$34,137.50	
<i>Additional Training Services (16 hours for 15 persons)</i>	1	\$10,500.00	
Subtotal Services			\$44,637.50
SUBTOTAL WITHOUT MAINTENANCE AND SUPPORT			\$377,437.50
Annual Integration Services maintenance and support (@ 18%)	1		\$24,579.00
Annual License Fee maintenance and technical support (@ 18%)	1		\$35,325.00
TOTAL PROJECT COST (1 year maintenance)			\$437,341.50
Annual Integration Services maintenance and support (@ 15%)	3		\$61,447.50
Annual License Fee maintenance and technical support (@ 15%)	3		\$88,312.50
TOTAL PROJECT COST (3 years maintenance)			\$527,197.50

Software License		
Enterprise Software Licensing (Level 1)	Price	Net Price
COPLINK BASE System	\$69,500.00	\$69,500.00
COPLINK Computer-Based Training	\$2,700.00	\$2,700.00
COPLINK Adaptive Analytical Architecture (A3)	\$25,850.00	\$25,850.00
COPLINK Incident Analyzer	\$16,350.00	\$16,350.00
COPLINK Activity Correlation Technology (ACT)	\$16,350.00	\$16,350.00
COPLINK Active Agent	\$10,900.00	\$10,900.00
COPLINK Intel L.E.A.D.	\$54,600.00	\$54,600.00
SUBTOTAL SOFTWARE	\$196,250.00	\$196,250.00
<i>Yearly Maintenance (@18%)</i>	<i>\$35,325.00</i>	
<i>Yearly Maintenance (@15%)</i>	<i>\$29,437.50</i>	



Integration Services Cost

Data Sets	Data Sets	Cost of First Dataset	Cost of Subsequent Dataset	Multi-Agency	Total Cost for All Datasets
RMS					
SQL Database RMS (one-time, no refresh)	1	\$60,350.00	\$0.00	\$0.00	\$60,350.00
TriTech RMS	1	\$38,100.00	\$0.00	\$0.00	\$38,100.00
SUBTOTAL	2	\$98,450.00			\$98,450.00
Additional					
Other/Images/JMS	1	\$38,100.00	\$0.00	\$0.00	\$38,100.00
SUBTOTAL	1				\$38,100.00
Total for Integration Services:					\$136,550.00
Yearly Maintenance (@18%)					\$24,579.00
Yearly Maintenance (@15%)					\$20,482.50

Deliverable Number	Deliverable Description	Due Date	Total Payment
1	COPLINK Software	On Contract Signing	\$196,250.00
2	Project Management (first three months)	Project Kickoff	\$17,068.75
3	Project Management (last three months)	3 months after #2	\$17,068.75
4	Integration Services - Data Acceptance (TriTech)	On Acceptance	\$28,575.00
5	Integration Services - Refresh Acceptance (TriTech)	On Acceptance	\$9,525.00
6	Integration Services - Data Acceptance (JMS)	On Acceptance	\$28,575.00
7	Integration Services - Refresh Acceptance (JMS)	On Acceptance	\$9,525.00
8	Integration Services - Data Acceptance (Custom DB)	On Acceptance	\$45,262.50
9	Integration Services - Refresh Acceptance (Custom DB)	On Acceptance	\$15,087.50
10	COPLINK User Training	On Delivery	\$10,500.00
11	First Year Maintenance	On System Acceptance	\$59,904.00
Total			\$437,341.50



COPLINK INSTALLATION PROCESS:

KCC employs a phased project approach to a COPLINK Deployment project. The four phases, Initiation, Design, Deployment and Implementation are broken down into smaller sub-steps. These steps are described in detail in the *COPLINK Deployment Guide*. The *Guide* is attached to this proposal as Appendix "D." A brief overview of the deployment process is provided here.

Phase 1: Kick Off

KCC will provide design documents detailing the configuration and any custom development. KCC will update the project plan to reflect the configuration and customization effort based on the final requirements.

KCC will develop system documentation for all software components provided to the SARIC Fusion Center including:

- User Documentation
- Training Documentation
- Technical Documentation
- Database Documentation
- Data Mapping Documentation

Once the initial planning and discovery process is complete, KCC will coordinate and support a requirements validation workshop conducted to walk through all of the SARIC Fusion Center requirements and determine the required configuration details. KCC will provide scheduling and logistics for the Requirements Validation Workshops.

The project kick off meeting is designed to finalize the project specifications and processes and establish a timeline for completion. There are various items that need to be addressed at the beginning of the project cycle. These tasks can sometimes be done concurrently; however they need to be done early in the process in order to facilitate timely project completion.

- Create Project Roster
- Determine Hardware and Network Configurations
- Define Datasets
- Distribute Questionnaires

Phase 2: Data Migration

KCC will proceed to Data Migration. To allow KCC to perform data source analysis, it is important that KCC has as much vendor produced documentation as possible.

For each data source type, we ask the customer provide:

- A copy of all vendor produced documentation such as user manuals, data source schemas and data dictionaries.
- Information concerning vendor contact(s), such as names, email addresses and phone numbers.

Data Migration covers the following items:



- KCC Data Migration Items
 - Perform Data Analysis
 - Perform Data Mapping
 - Perform Internal Quality Assurance
 - Set up and conduct Data Verification
 - Set up and conduct Data Acceptance
- Agency Data Migration Items
 - Answer questions that might come up based on Data Analysis and Data Mapping
 - Prepare for Data Verification and Data Acceptance

During Data Migration, the agency data source is analyzed to determine how the data constructs relate to COPLINK and its data structure. During our analysis, we will analyze and verify various aspects of the data source, including but not limited to:

- How to distinguish between initial vs. supplemental reports.
- How charges relate to people.
- Identification of local and state statutes.
- If there are point-in-time descriptions of COPLINK objects (people, vehicles, etc.).
- How to distinguish weapons, vehicles and property items in master tables.
- How additions, modifications and deletions are tracked .
- Whether or not there are audit trails or other such history table.
- What mechanism does the agency use to submit UCR to the FBI.

Based on the results of a thorough data analysis process, the agency source data is mapped and migrated into a COPLINK database. At first sample records will be migrated for testing purposes. During testing data inserts, updates and deletes are tested to ensure correct function and successful completion. After this initial testing the full data dump is migrated and consolidated.

The data that now resides in a COPLINK database is reviewed and verified using the COPLINK application. The data validation process is a three-step process consisting of Internal Quality Assurance, Data Verification and Data Acceptance.

1. After the agency source data is analyzed, mapped, and migrated into a COPLINK database by a Deployment Engineer, it is verified by our internal team of domain experts. If any issues are uncovered during this validation process, a Deployment Engineer evaluates and resolves the issues.
2. Once the KCC internal Quality Assurance process is complete, a data verification session is arranged with the agency. This session verifies that the information displayed in the COPLINK application 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 the agency production database and not the original paper documents whenever possible. KCC recommends that a group of three agency representatives attend data verification. Suggested representatives are:
 - A records section/department representative.
 - An end user representative - such as a crime analyst or investigator.



- IT department/section representative.
- Optional is a upper management representative - i.e. a representative who has the authority to make command-level decisions about data conversion.

During the data verification session KCC staff will request the agency to access a sample of all relevant documents and database entities to accurately compare the migrated data in COPLINK and the data contained in the agency's system(s).

3. A data acceptance session is scheduled once issues discovered during data verification has been resolved. KCC will illustrate all resolved issues in order for the agency to confirm that the data is consistent with the agency's production system. Upon data acceptance, a data acceptance letter is sent to the agency. Once the letter is signed, the agency's source is migrated to the production COPLINK database and merged with data from other sources.

Phase 3: Go Live

Up to this point, the agency data sources existed in separate COPLINK databases. At this point in the deployment process, all the participating agency's data sources are merged and consolidated. It is at this point the agency sees the true strength of COPLINK. The individual agencies can now access each other's data and identical people, vehicles and so forth that were recorded in multiple data sources are now consolidated into one record in COPLINK.

The final step in migrating a data source is to establish a refresh mechanism. Once a historical data set has been merged and consolidated into the production environment, the data source is ready for the selected refresh migration. The first run of refresh migration will cover the data gap between the historical data dump and present day. Following this first run, the data in COPLINK is updated according to the determined refresh frequency.

Following successful preliminary testing, KCC will provide onsite support for the multistage Acceptance Testing process including:

- Data Integration Testing
- Refresh Testing
- System Acceptance

User training also occurs during this phase. The agency can choose whether to provide training once the individual refresh processes from the systems of record are operational, or they may choose to provide user training at the conclusion of the phase, after the system acceptance testing. KCC recommends that training be conducted with no fewer than three "live" systems that are fully refreshing.

Project Management

KCC will provide a Project Manager that will serve as the single point of contact responsible for the day-to-day communication with the San Antonio Regional Intelligence Center area agencies. The KCC Project Manager will maintain a detailed schedule of activities for the KCC team and update the schedule on a weekly basis until system acceptance. KCC will provide the updated schedule and progress reports to the San Antonio Regional Intelligence Center Police Project Manager on a weekly basis. KCC shall present the current status of the work at during a conference call every 2 weeks through the life of the project. The progress reports will include a table listing all delivery milestones along with the originally scheduled date and the current target date and the number of changes to the date.

Our approach is to communicate with our customers openly and consistently throughout the project. Regular in-person, voice, and electronic communications between KCC management and will minimize risk and ensure that we effectively accomplish all assigned tasking.

KCC Staff:

Because there are many components that make up a complete COPLINK Solution Suite installation, it is not possible to identify with specificity exactly which data source engineer or system technician will be assigned to the project. Typically, there are different staff assigned at different times. The broad categories of assigned staff are:

- Data source engineers – these engineers analyze, map and migrate the data for the initial load into a COPLINK database. Once data verification is complete, they establish the refresh mechanism to keep the data current.
- Project Technical Lead – the Technical Lead for the project is an experienced, senior data source engineer. They provide a resource the DSEs working on a project for guidance and technical skill.
- Project Manager – The Project Manager is the single point of contact for the KCC staff and for the customer staff. The Project Manager oversees all aspects of the project and is tasked with ensuring the that the deliverables are provided within the agreed-upon schedule.
- Project Management Office – The PMO oversees the project managers for all on-going projects and ensures that each project has the resources necessary for that Project Manager to carry out their responsibility for delivery.
- Deployment Manager - Overall coordination of the deployment process.
- Development Manager – Coordination of the application development team.
- Systems Technician – The Technical Staff is responsible for hardware and application installation and ensuring that the network infrastructure is configured to support COPLINK.
- Technical Support Staff – Responsible for providing technical support, node maintenance and monitoring of the Remote Administration Monitor for installed COPLINK nodes.
- System Manager – Responsible for overall coordination of the system installation and configuration. Also oversees the Technical Support Staff.
- QA Staff -- Review individual data sources to ensure that the agency data is correctly displayed and that the data is in the correct fields. Also conduct data verification and data acceptance sessions with the individual agencies.
- Product Manager – Responsible for maintenance of the product functions and features. Also supervises the QA Staff.

Customer Training

KCC provides as part of its base product offering a sixteen-hour user training class. This class, conducted over two consecutive days (16 hours), can accommodate up to fifteen students. Administration training is included for selected system and agency administrators. In addition, KCC also has a “post-basic” class that covers advanced features of the product. The post basic class is three additional days (24 hours)at additional cost. The KCC offering includes one basic training class (16 hours) at no additional cost.

The first day of training is accomplished using a canned system. KCC provides fifteen laptop computers for the students to connect to a simulated COPLINK database on a small server. The students learn the basic functionality of the product and are given one-on-one assistance as re-



quired. KCC always has a team of two trainers at a training session. The second day of training accesses the operational COPLINK system. The users are shown how their data integrates with that of the other agencies. If a regional connection is in place at the time of the training, users have the opportunity to connect to a remote COPLINK node. The training staff will have developed scenarios for the students to follow on their operational system, and the users are encouraged to bring any open cases to training. The KCC trainers will assist them in developing investigative leads or other aspects of case investigation.

The basic COPLINK user training class covers the following topics:

- 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
- Instruction on COPLINK modules in use at Customer site
- Proper use of the COPLINK computer-based training program
- Hands-on program use

The Administration program covers the following topics:

- Overview and design of the COPLINK Administration program
- Discussion and demonstration of program functions
- Description of common user errors, their cause and resolution
- Hands-on COPLINK Administration program use
- Discussion of transaction log audits and storage
- Discussion of back-up strategies
- Discussion of fail-over and recovery strategies

The KCC training staff is happy to help individual users that need guidance in using the system after the training is complete. This is accomplished through telephone or e-mail interaction.

The students selected to attend COPLINK Training are taught the use of the system. If these students are intended thereafter to train their fellow users, the students should be experienced law enforcement trainers. The COPLINK training does not instruct students on the mechanics of teaching. We provide training materials for the students to use as a basis for creating their own lesson plans.

The KCC existing training model is geared toward a simultaneous maximum of fifteen students each. This is the number of computers in the self-contained training environment that access the server. Additional students may be added per class, but the student or agency will need to provide their own computers that can access the COPLINK training database.



COPLINK DATA FIELDS

General Conversion Rules

- No alien data will be converted into COPLINK. KCC defines "alien data" as any data not originally created by the application associated with the data source. For example, if incidents from an old RMS product were migrated into the database for a new RMS product that replaced it, those migrated incidents are considered to be "alien data."
- KCC needs the following dates provided:
 - Date the current system went live
 - Oldest document date (Should be different from system go live date if alien data exists.)
 - Date document conversion should begin. (Frequently a project consortium will provide a recommended number of years that should be included, but an agency may request a different start date)
- Data must be delivered unmodified in order to qualify for standard data source prices. Prohibited modifications include, but not limited to: Filtering of Juveniles and/or sex crime victims, data obfuscation, date range sub setting. Any required filtering will be implemented by KCC as part of the integration process and will be approved by the contributing agency prior to data being shared with other agencies.
- KCC cannot convert Proprietary Binary File Formats

Converted Data per Data Source Type

RECORD MANAGEMENT SYSTEM (RMS)

Standard Data Converted into COPLINK:

- Documents:
 - Departmental Reports
 - Supplemental Reports
 - Citations
 - Field Interviews
 - Supervisions (That are typically managed by a SO or PD such as registered sex offender, but does not include probations)
 - Traffic Collisions
 - Permits

Data Not Converted into COPLINK for an RMS

Data Source Type:

- JMS Data
- CAD Data
- AFIS Data
- Probation Data
- Court Data
- CJIS Data

- Intelligence Documents / Crime Analysis Documents
- Civil Process Documents
- Arraignments
- Watch Lists
- Evidence

JAIL MANAGEMENT SYSTEM (JMS)

Standard Data Converted into COPLINK:

- Documents
 - Bookings
- Mug Shots

Note: Visitors can only be mapped if Visitor Type is available. Visitor Type is necessary in order for typical nexuses (e.g. public defenders) to be filtered out

Data Not Converted into COPLINK for a JMS

Data Source Type:

- Jail Operations
 - Jail Financial Management
 - Commissary Records
 - Internal Jail Communication



- Jail Resource Management
- Background Checks
- Employee Personnel Files and Applications
- Internal Jail Activity
- General Inmate Management
 - Inmate Cell Information
 - Inmate Transport Records
 - Inmate Schedules
 - Inmate Grievances
 - Inmate Mail, Email and Telephone Calls
 - Inmate Escape Records
 - Inmate Court Activity
 - Inmate Work Programs and Related Skills
 - Inmate Medical Data
 - Inmate Behavior Records
 - Inmate Handling Instructions
 - Inmate Visit Authorizations
 - Inmate Privileges
 - Inmate Property Tracking
 - Inmate Next of Kin
 - Inmate Holds
- Inmate Sentence and Release Management
 - Earliest Possible Release Data
 - Anticipated Release Date
 - Sentence Start and End Date
 - Inmate Probation and Release Schedules
 - Sentence Adjustments
 - Conditions of Bail
 - Released to Information
 - Inmate Address and Phone after Release
- Miscellaneous
 - Lineups
 - Inmate Vehicles
 - Inmate Vehicle Storage

COMPUTER AIDED DISPATCH (CAD)

Standard Data Converted into COPLINK:

- Documents:
 - Occurrence
 - Dispatches

PROBATION SYSTEMS

Standard Data Converted into COPLINK:

- Documents
 - Supervisions

AUTOMATED FINGERPRINTS IDENTIFICATION-SYSTEM (AFIS)

Standard Data Converted into COPLINK:

- Documents:
 - Identification Documents

CRIMINAL JUSTICE INFORM SYSTEM (CJIS)

Standard Data Converted into COPLINK:

- Documents:
 - Warrants

COURT SYSTEMS

Standard Data Converted into COPLINK:

- Documents
 - Citations
 - Warrants
 - Supervisions (i.e. Restraining Orders, Probations)

PAWN SYSTEMS

Standard Data Converted into COPLINK:

- Documents
 - Pawn Tickets

DMV REGISTRATION SYSTEMS

Standard Data Converted into COPLINK:

- Documents
 - Permit

DMV LICENSE SYSTEMS

Standard Data Converted into COPLINK:

- Documents
 - Permit

BALLISTICS SYSTEMS

Standard Data Converted into COPLINK:

- Documents
 - Ballistics Reports

LICENSE PLATE READER SYSTEMS (LPR)

Standard Data Converted into COPLINK:



- Documents
 - LPR Reports

GANG SYSTEMS

Standard Data Converted into COPLINK:

- Documents:
 - FIs
 - DRs
 - Intel Docs (Tips)



COPLINK DOCUMENTS SPECIFIED

General Document Rules

- Charges are indirectly tied to persons in COPLINK via Arrest, Booking, Citation or Warrant documents. If these documents are not present in the data source, it is an option to convert the charges to crime types and associate them with the Departmental Report.
- If narratives are present in a data source, they will be converted unless otherwise has been requested.
- With the exception of Master Records, All documents will be converted with document date and time.

Cases

Definition: A COPLINK Case is a folder and not a document. A COPLINK Case will thus consist of related documents that have been combined into a case.

Standard Data Converted into COPLINK:

- Case Number

- Booking Date/Time
- Release Date/Time
- Release Agency
- Release Location
- Release Reason
- Release Officer

Departmental Reports

Standard Data Converted into COPLINK:

- Incident Begin Date/Time
- Incident End Date/Time
- Report Number
- Beat
- Grid
- Crime Type(s)

Citation Reports

Standard Data Converted into COPLINK:

- Citation Type
- Citation Number
- Citation Status
- Beat
- Grid
- Citation Charge

Supplemental Reports

Standard Data Converted into COPLINK:

- Incident Begin Date/Time
- Incident End Date/Time
- Report Number
- Beat
- Grid
- Crime Type(s)

Warrant Reports

Standard Data Converted into Coplink:

- Warrant Type
- Warrant Category
- Warrant Number
- Court Docket Number
- Warrant Status
- Warrant Charge

Arrest Reports

Standard Data Converted into COPLINK:

- Arrest Type
- Arrest Number
- Arrest Charge

Field Interview Reports

Standard Data Converted into COPLINK:

- Field Interview Type
- Field Interview Number
- Beat
- Grid

Booking Reports

Standard Data Converted into COPLINK:

- Booking Charge

Pawn Ticket Reports

Standard Data Converted into COPLINK:

- Pawn Ticket Number



- Pawn Shop Name

Permit Reports

Standard Data Converted into COPLINK:

- Permit Type
- Permit Number
- Permit Status

Traffic Collision Reports

Standard Data Converted into COPLINK:

- Incident Begin Date/Time
- Incident End Date/Time
- Report Number
- Beat
- Grid
- Crime Type(s)

Dispatch Reports

Standard Data Converted into COPLINK:

- Dispatch Type
- Dispatch Number
- Arrival Date/Time
- Clear Date/Time
- Beat
- Grid

Occurrence Reports

Standard Data Converted into COPLINK:

- Occurrence Number
- Priority Code
- Out Type (indication of how the call was routed to the field)
- Call Source Type
- Beat
- Grid

Supervision Reports

Standard Data Converted into COPLINK:

- Supervision Type
- Supervision Reference Number
- Supervision End Date
- Supervision Status

Identification Document Reports

Standard Data Converted into COPLINK:

- Identification Document Number

Arrest Reports

Standard Data Converted into COPLINK:

- Arrest Document Number

Court Docket Reports

Standard Data Converted into COPLINK:

- Court Docket Number
- Court Code
- Original Court Code
- Date/Time of Next Court Date

Ballistics Reports

Standard Data Converted into COPLINK:

- Report Date/Time
- Destroyed Date/Time
- Report Number
- Criminalist (examiner)

LPR Reports

Standard Data Converted into COPLINK:

- Date/Time
- Read ID Number



Objects included by Report Type

Report Type \ Object type	Persons	Organizations	Officers	Vehicles	Weapons	Properties	Securities	Phones	Locations
Departmental Reports	Y	Y	Y	Y	Y	Y	Y	Y	Y
Supplemental Reports	Y	Y	Y	Y	Y	Y	Y	Y	Y
Arrests	Y		Y						Y
Bookings	Y		Y					Y	
Citations	Y	Y	Y	Y	Y	Y	Y	Y	Y
Warrants	Y	Y	Y	Y	Y	Y	Y	Y	Y
FI's	Y		Y	Y				Y	Y
Pawn	Y	Y		Y	Y	Y		Y	Y
Permit	Y			Y	Y			Y	Y
Traffic Collision (Crash)	Y	Y	Y	Y		Y		Y	Y
Occurrence	Y	Y	Y	Y	Y	Y	Y	Y	Y
Dispatch			Y						Y
Supervision	Y	Y	Y					Y	Y
Identification	Y	Y						Y	Y
Arrestment	Y	Y	Y	Y	Y	Y	Y	Y	Y
Ballistics	Y	Y	Y		Y	Y		Y	Y
LPR				Y					X,Y cords

Y = Yes, When Available in Source System

COPLINK Objects Specified

Persons

Standard Data Converted into COPLINK:

- Name
- Alias(s)
- Gender
- DOB
- Height
- Weight
- Eye Color
- Hair Color
- Race



- Ethnicity
- Marks
- MO
- Appearances
- Caution Flags
 - Gang Members
 - Registered Offenders
- Employer
- IDs
 - OLN
 - SSN
 - SID
 - FBI
 - Local

Data Not Converted into COPLINK:

- Religion
- Education Level
- Skill Set
- Dependent/Custody
- Financial Need Status / Indigent
- Fingerprints
- Citizenship Status
- Marital Status
- Sexuality
- Languages Spoken

Organizations

Standard Data Converted into COPLINK:

- Name
- Organization type

Officers

Standard Data Converted into COPLINK:

- Name
- Badge Number

Data Not Converted into COPLINK

- Personal information

Vehicles

Standard Data Converted into COPLINK:

- Class
- Make
- Model
- Style
- Year



- Color
- License Plate

Data Not Converted into COPLINK:

- Vehicle Impounds

Weapons

Standard Data Converted into COPLINK:

- Type
- Manufacture Type
- Serial Number
- Color
- Lands/grooves/twists/housing/action/casing/head stamp (Ballistic Data Sets only)

Properties

Standard Data Converted into COPLINK:

- Category
- Type
- Size
- Make
- Model
- Color
- Serial Number
- Quantity

Securities

Standard Data Converted into COPLINK:

- Type
- Issuer
- Serial Number
- Denomination
- Quantity
- Value

Phones

Standard Data Converted into COPLINK:

- Phone

Locations

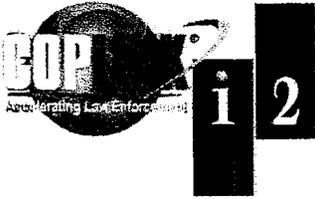
Standard Data Converted into COPLINK:

- Address



SOLE SOURCE DOCUMENTATION
ATTACHMENT A:

Vendor must provide a statement from describing the proprietary nature of the good or service and well as a statement that no other like good or service is available. This statement shall be submitted, along with the offer, on company letterhead and be signed by an authorized representative of the company.



June 1, 2010

City of San Antonio

Knowledge Computing Corp. ("KCC"), part of the i2 Group of companies, is pleased to present you with this letter describing our sole source justifications of its products.

KCC offer the following information to clarify the sole source status of KCC's software services, maintenance, and support. All components of KCC products are developed, enhanced and maintained by KCC and no third party vendor, company or entity is authorized to develop new product features, provide services, or provide maintenance and support to these products. KCC are the Sole Source providers for any upgrades, captive replacement parts, components, maintenance service and warranties for this software. KCC Consulting services are provided solely by KCC, with no third-party vendors authorized to provide these services.

KCC is the publisher, holder of all copyrights, and holder of sole source for the software and maintenance and support listed below. Furthermore, KCC is the exclusive distributor of these products in the open market, and exclusively uses Marshall Communications to provide products through the GSA Schedule. Portions of our products are protected by trade secrets and are unique in the market.

KCC Products, Maintenance & Support

COPLINK Solution Suite
COPLINK Training

COPLINK Integration Services

Unique Features

The following are a few of the features that are unique to i2's and KCC's Products and Services:

1. KCC is the only company that is the sole provider of consultant services that offers Subject Matter Expertise on deploying KCC products.
2. A consolidated data warehouse that gathers information from disparate data sources.
3. A proprietary migration process that uses artificial-intelligence based algorithms to consolidate like objects in disparate data sources.
4. A variety of refresh mechanisms that maintain data currency.
5. The ability to connect to disparate sources and retrieve data without the need for a data warehouse (optional).
6. The ability to consolidate data from disparate sources "on-the-fly" to eliminate duplication and provide associations and links (optional).
7. The ability to search across multiple disparate data sources using a single query.
8. The ability to display query results in a single results set.
9. A web-based, thin-client architecture that allows for simple and easy program updates.

10. A web-browser based display that employs a state-of-the art graphical user interface.
11. A tactical lead generation tool based on artificial intelligence techniques (Patent applied for).
12. A visual link analysis display.
13. The ability to find associations between two known entities.
14. The ability to find associations using known facts and unknown entities.
15. A notification program that allows investigators to "set and forget" a query. The investigator is notified when new results appear in the system.
16. A collaboration program that allows users to optionally share queries and receive notification when another user runs a similar query.
17. A GIS-based mapping and incident tool that provides crime and spatial/temporal analysis functions using the consolidated data warehouse.
18. The ability to display video picture images (mug shots) of suspects based only on their physical descriptors.
19. The ability to connect to the OneDOJ and ICE federal databases with a two-way query capability.
20. The ability to submit information from COPLINK to NDEx using the KCC-developed NDEx migration engine.
21. The ability to enter criminal intelligence information into a segmented COPLINK database and retain the ability for persons with a right to know and need to know to conduct consolidated queries between the CI and criminal history data.
22. The ability to automatically generate and forward a suspicious activity report based on pre-defined thresholds and parameters.
23. The ability to view data in COPLINK using the CompStat Analyzer to "slice and dice" the data in variety of ways.
24. The ability to integrate a dashboard component for real-time alerting, based on geographic area, incident types, and predetermined thresholds.

Conclusion

KCC are pleased with this opportunity to present the City of San Antonio with information describing our sole source justifications as well as our product and service capabilities. KCC only contracts with Marshall Communications to provide a subset of these products and services through the GSA Schedule, all other products and services are exclusive to KCC.

Please do not hesitate to contact, Susan Drummond, at 703-921-0195 should you have any questions or require additional information.

Sincerely,

Rollin Roos
VP, Operations
Knowledge Computing Corp

Cc: SD

Statement:

"Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offer, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us <<http://www.ethics.state.tx.us>>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205."

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: PURCHASING & GENERAL SERVICES DEPARTMENT
ATTN: WILLIAM FLINT
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

PHYSICAL ADDRESS: PURCHASING & GENERAL SERVICES DEPARTMENT
ATTN: WILLIAM FLINT
111 SOLEDAD, SUITE 1100
SAN ANTONIO, TX 78205

MARK ENVELOPE: "FUSION INTEL SHARING SOLUTION INCLUDING INITIAL
MAINTENANCE"
OFFER TO BE OPENED: 10:00 A.M., JUNE 2, 2010
OFFER NO. 10-115-WF

**ELECTRONIC COPY
MAY BE EMAILED TO:** William Flint at william.flint@sanantonio.gov.

**CITY OF SAN ANTONIO
PURCHASING DEPARTMENT
CERTIFICATE OF EXEMPTION FROM
COMPETITIVE BID OR PROPOSAL REQUIREMENTS**

Date 06-02-2010

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals, before entering into a contract requiring an expenditure in excess of \$50,000 except as specified below:

(Please check which exemption you are certifying)

- | | |
|---|---|
| <input type="checkbox"/> a procurement made because of a public calamity that requires funds to relieve the needs of the residents or to preserve city property | <input type="checkbox"/> paving, drainage, street widening and other public improvements or related matter where at least one-third of the costs are paid by special assessments |
| <input checked="" type="checkbox"/> a procurement to preserve or protect the public health or safety of the city's residents | <input type="checkbox"/> a public improvement project which has been authorized but for which there is deficiency of funds to complete in accordance with the plans as authorized |
| <input type="checkbox"/> a procurement necessary because of unforeseen damage to machinery, equipment or other property | <input type="checkbox"/> a payment under a contract by which a developer participates in the construction of a public improvement as provided by subchap. c, ch 212. |
| <input type="checkbox"/> a procurement for personal, professional or planning services | <input type="checkbox"/> personal property sold |
| <input type="checkbox"/> a procurement for work that is performed and paid for by the day as the work progresses | <input type="checkbox"/> services performed by blind or severely disabled persons |
| <input type="checkbox"/> a purchase of land or right-of-way | <input type="checkbox"/> goods purchased by a municipality for subsequent retail sale by the municipality |
| <input checked="" type="checkbox"/> a procurement of items available from only one source | <input type="checkbox"/> electricity |
| <input type="checkbox"/> a purchase of rare books, papers and other materials for a public library | |

This Certificate of Exemption is executed and filed with the Purchasing Department as follows:

1. The undersigned is authorized to approve an exemption.
2. An exemption according to Section 252.022 of the Local Government Code exists. More specifically, the following event has occurred:
Coplinc, an intelligence Fusion center product, is currently being used by every Fusion center in Texas and many more throughout the United States. This product is needed to effectively communicate with the other regional Fusion centers. KCC (I-2, Inc.) products are developed, enhanced and maintained by KCC (I-2, Inc.) and no third party vendor, company or entity is authorized to develop new product features, provide services, or provide maintenance and support to these products. KCC (I-2, Inc.) is the Sole Source providers for any upgrades, captive replacement parts, components, maintenance service and warranties for this software. KCC (I-2, Inc.) Consulting services are provided solely by KCC (I-2, Inc.), with no third-party vendors authorized to provide these services.
3. By accepting Urban Area Strategic Funding for the Southwest Texas Fusion Center, we are mandated by Homeland Security to provide interoperable sharing of information with the other Fusion Centers in Texas and across the United States, along with our public and private sector partners in our region.
4. Interoperability with other fusion centers is critical to the effective implementation of a viable intelligence fusion process. KCC (I-2, Inc.)'s COPLINK has been selected due to other major fusion centers also using COPLINK. In Texas the following fusion centers have/will have COPLINK:
 - Houston Fusion Center
 - Austin Regional Intelligence Center (on-line 2010)
 - El Paso Fusion Center (on-line 2011)
 - Dallas Fusion Center (on-line 2011)

In the US, the following are active fusion centers that are using COPLINK:

- Oregon Titan Fusion Center, Salem, Oregon
- Colorado Information Analysis Center, Centennial, Colorado
- Kansas City Emerging Threat Analysis Capability Center, Kansas City, Kansas
- Massachusetts Commonwealth Fusion Center, Maynard, Massachusetts
- Joint Regional Intelligence Center, Norwalk, California
- San Diego Fusion Center, California
- East Valley Gang and Criminal Information Fusion Center, Phoenix/Mesa, Arizona
- Hillsborough County Information Analysis Center, Florida
- Florida Fusion Center, Tallahassee, Florida
- Crime Prevention Information Center, Chicago, Illinois

5. Because the exemption stated above exists, the City of San Antonio intends to contract with KCC (I-2, Inc.) products which will cost approximately \$ 437,342.

 (Mike Peters)

Originator



Department Director Approval

City Manager or designee (signature for approval required only for ratification by City Council)

AN ORDINANCE

AUTHORIZING A CONTRACT WITH KNOWLEDGE COMPUTING CORPORATION (KCC) TO PROVIDE THE POLICE DEPARTMENT WITH INTELLIGENCE SHARING SOFTWARE INCLUDING INSTALLATION, TRAINING AND MAINTENANCE TO SUPPORT THE REGIONAL FUSION CENTER FOR AN INITIAL ESTIMATED COST OF \$427,357.50 FOR THE FIRST YEAR AND \$49,920.00 ANNUALLY THEREAFTER FOR A PERIOD OF 2 YEARS, FUNDED BY THE SPECIAL INITIATIVE GRANT FROM OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION.

* * * * *

WHEREAS, the San Antonio Police Department requires the ability to engage in real time criminal justice/intelligence sharing; and

WHEREAS, the proposed software suite will provide a tactical, flexible, line-level product, designed to enhance information sharing within and between local, regional, state and federal law enforcement agencies; and

WHEREAS, this contract will provide the Police Department with the purchase of an intelligence fusion software system, including installation, training and maintenance for the first year; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The contract with Knowledge Computing Corporation, for an initial estimated annual cost of \$427,357.50 and \$49,920.00 annually thereafter for a period of two (2) years utilizing the Special Initiative Grant from the Office of the Governor, Criminal Justice Division, to provide the San Antonio Police Department with an I2 CopLink Suite, is hereby accepted. A copy of the Contract and Bid Tab are attached hereto and are incorporated by reference as **Attachment 1.**

SECTION 2. Payment not to exceed the budgeted amount up to \$427,357.50 for the first year of the contract is authorized to Knowledge Computing Corporation (KCC) and should be encumbered with a purchase order. Funding for the annual support and maintenance cost of the software, after the first will be \$49,920.00 per year for two (2) years and is subject to future budget appropriations..